

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



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**August 13, 2024**

**Joint City Council and Visit Bastrop Board Meeting at 5:30 PM**

**Regular City Council Meeting at 6:00 PM**

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

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

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

- 1. CALL TO ORDER - Joint Meeting with Visit Bastrop and City Council at 5:30 pm.**
  - 1A. Call to Order - Bastrop City Council
  - 1B. Call to Order - Visit Bastrop Board of Directors
- 2. 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](http://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.*

### **3. PRESENTATIONS**

[3A.](#) Receive a presentation on the proposed FY 2025 Operating Budget submitted by Visit Bastrop.

Submitted by: Ashton LaFuente, Interim Director of Operations

### **4. ITEMS FOR INDIVIDUAL CONSIDERATION**

[4A.](#) Consider and act on the proposed FY 2025 Operating Budget submitted by Visit Bastrop.

Submitted by: Ashton LaFuente, Interim Director of Operations

### **5. ADJOURNMENT**

5A. Adjourn - Bastrop City Council

5B. Adjourn - Visit Bastrop Board of Directors

### **6. CALL TO ORDER - Regular City Council Meeting at 6:00 pm.**

7. **PLEDGE OF ALLEGIANCE** - Amelia Anderson and Gibson Helton, Bastrop Opera House Youth Academy

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

8. **INVOCATION** - Ketrich Steger, Police Chaplain

### **9. PRESENTATIONS**

[9A.](#) Mayor's Report

[9B.](#) Council Members' Report

### **10. WORK SESSIONS/BRIEFINGS**

[10A.](#) Receive information on a proposed Public Improvement District for the Valverde Development.

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

## 11. STAFF AND BOARD REPORTS

11A. Receive an update on Mayfest Park Repairs.

Submitted by: Council Member Meyer and Mayor Pro-Tem Kirkland

## 12. 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](http://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.*

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## 13. 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.**

[13A.](#) Consider and act to approve City Council minutes from the July 23, 2024, Regular meeting and the July 30, 2024, Budget Workshop meeting.

Submitted by: Victoria Psencik, Assistant City Secretary

[13B.](#) Consider and act on Mayor Lyle Nelson's request to be the Master of Ceremonies for the November 7th, 2024 Farm Street Opry.

Submitted by: Kathy Danielson, Community Engagement Director

13C. Consider and act on Resolution No. R-2024-103 of the City of Bastrop, acknowledging the proposed tax rate, no-new revenue tax rate, and voter approval tax rate for Fiscal Year 2024-2025 (FY 25): calling for a public hearing on September 10, 2024; authorizing a public notice; and providing an effective date.

Submitted by: Edi McIlwain, CPA, Chief Financial Officer

13D. Consider and act on Resolution No. R-2024-101 of the City of Bastrop, Texas, delaying action on the issuance of a series of combination tax and revenue certificates of obligation in an amount not to exceed \$38,000,000; and other matters related thereto.

Submitted by: Edi McIlwain, CPA, Chief Financial Officer

13E. Consideration and act on Resolution No. R-2024-104 of the City of Bastrop, Texas, entering into an agreement with Feed the Need for a meal distribution site located at the Farmer's Market addressed as 1302 Chestnut Street, beginning on Wednesday, September 4, 2024, from 5:30 pm to 9:00 pm.

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

13F. Consider and act to approve the second reading of Ordinance No. 2024-21 of the City of Bastrop, Texas, amending Appendix A – Fee Schedule, Section A14.01.001 – Subdivision, Public Improvement Inspections; establishing a repealing clause; providing severability; and providing an effective date.

Submitted by: Andres Rosales, Assistant City Manager

#### **14. ITEMS FOR INDIVIDUAL CONSIDERATION**

14A. Consider and act on Resolution No. R-2024-102, of the City of Bastrop, Texas, for the disannexation of land from the city's extraterritorial jurisdiction, for a 54.535 acre tract of land out of the Reuben Gage Survey, Abstract No. 31, and the L.C. Cunningham Survey, Abstract No. 24, both of the 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

14B. Consider and act on the first 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.

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

14C. Consider and act on Resolution No. R-2024-79 of the City of Bastrop, Texas, amending the City Council Rules of Procedure; Section 2.2 - Meetings Shall Be in Compliance, Section 2.10 - Quorum, Section 3.2 - Model Format for Agenda Discussion, Section 3.5 - Discussion and Debate, Section 3.12 - Council May Discipline Its Own Members, Article 4 - Agenda Order, Section 4.4 - Presentations, Section 4.7 - Citizen Comments, and Section 5.3 - Rules Governing Citizen Comments, establishing a repealing clause; and establishing an effective date.

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

- 14D. Consider and act to approve the recommendations by the Charter Review Committee and any additional requests by Council and the Office of the City Secretary.

Submitted by: Alan Bojorquez, City Attorney

- 14E. Consider and act on Resolution No. R-2024-105 of the City of Bastrop, Texas Accepting the City Secretary's Certification Regarding a Recall Petition Calling for the Removal of Mayor Lyle Nelson and Providing Findings of Fact, Repealer, Severability, Effective Date, Proper Notice, and Meeting.

Submitted by: Irma Parker, Interim City Secretary

## 15. EXECUTIVE SESSION

- 15A. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 and Section 551.072 to seek the advice of legal counsel and to deliberate regarding the proposed real estate acquisition of the 1500 Farm Street and 1505 Cedar Street properties.
- 15B. City Council shall convene into closed executive session pursuant to Texas Government Code Section 551.071 to seek the advice of legal counsel regarding engineering and construction contracts related to the Wastewater Treatment Plant #3.

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

## 17. 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](http://www.cityofbastrop.org) and said Notice was posted on the following date and time: Thursday, August 8, 2024 at 6:30 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:** August 13, 2024

**TITLE:**

Receive a presentation on the proposed FY 2025 Operating Budget submitted by Visit Bastrop.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Ashton LaFuente, Interim Director of Operations

**BACKGROUND/HISTORY:**

A requirement of the contractual agreement between Visit Bastrop and the City of Bastrop, is an annual presentation of the amount of requested funding for the upcoming fiscal year; in this case FY 25.

The City Council appointed a Hotel Occupancy Tax (HOT) task force in April of 2024. After several meetings, the task force reviewed all of the assets who receive HOT funds and made recommendations for improving operations and eliminating redundant spending.

In the FY 24 budget discussions and prior to budget adoption, the City Council placed a cap and reduced the annual funds to Visit Bastrop from 50% to 35% of the HOT fund received after debt payments for the convention center were made.

For FY 25, the amount allocated in the draft budget to Visit Bastrop as part of the 35% formula is \$1,116,950.00 and includes the \$75,000 for events requesting HOT funds.

The presentation will demonstrate the manner in which the funds will be expended as well as give the City Council an opportunity to discuss contract amendments related to performance deliverables expected from that funding.

**FISCAL IMPACT:**

\$1,116,950 from the FY 25 HOT fund

**RECOMMENDATION:**

Approve the amount requested and recommend amendments to the existing contract clarifying City Council's expectations of performance.

**ATTACHMENTS:**

1. Visit Bastrop Proposed FY 25 budget
2. Presentation by Visit Bastrop

# VISIT BASTROP + CITY OF BASTROP

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## JOINT WORKSHOP PLANNING SESSION

Ashton LaFuenta, Director of Operations  
Lee Harle, Chair, Visit Bastrop  
August 13, 2024



# MISSION

Visit Bastrop promotes and develops community through a targeted destination strategy that drives economic growth and quality of place.

# VISION

To champion Bastrop and the Lost Pines region branded experiences to facilitate Bastrop area tourism, business development, education, and advocacy.



# KEY FOCUS - FISCAL YEAR 2024-2025

- Governance
- Policies and Procedures
- Internal Operations
- Mission Critical
- HOT Special Event Funding
- Support Community Assets



# GOVERNANCE

## New Board of Directors

- Diverse Skill Set
- Experience in the Industry
- Representative of the local tourism sectors
- Ready to roll up their sleeves and work



# 2024 - 2025 BOARD OF DIRECTORS

**LEE HARLE**

Chair

**KATHY DANIELSON**

Ex-Officio

**BECKI WOMBLE**

Ex-Officio

**JANE HUNT**

Arts

**HEATHER YOUNG-LIRA**

**ALEX HENLEY**

**BARBARA CALDWELL**

**JESSICA UPTON**

**AMY BAILEY**

Film

**WESLEY DILLS**

Restaurants

**ROBERT KRAFT**

Nightlife/Entertainment

**HARRISON WOOD**

Outdoor/Recreation



# VISIT BASTROP STAFF

**ASHTON LAFUENTE**

Director of Operations

**CHERRY KAY ABEL**

Director of Sales

**STEPHANIE DORADEA**

Business Manager



# IMPROVED GOVERNING PRACTICES

- Transparency, transparency, transparency
- Adjusting strategic calendar to complement the parent/child relationship with the city
- Re-establish executive team
- Board members committed to sub-committee work
  - Finance, Advocacy, Nominating Committees

# INTERNAL OPERATIONS - PERSONNEL

- Key personnel roles & responsibilities
- Evaluate priorities and workflow
- Work with agency partners to expedite and optimize workloads



# INTERNAL OPERATIONS - POLICIES AND PROCEDURES

- Employee Handbook Review and Revisions
  - mirror city policy, when possible
- New Financial Policies & Procedures
  - Audit and make changes where needed
  - Controls to cover risk exposure

# INTERNAL OPERATIONS - BOARD OF DIRECTORS SUPPORT

- Re-establish executive team and sub-committees to provide support to staff
  - Vice Chair, Treasurer, Secretary
  - Financial, Advocacy and Nominating Committee

# MISSION CRITICAL

- Budget Guided Initiatives
- Skilled Personnel
- Focused on Promoting Bastrop
- Reduce Overhead Costs

# SCOPE OF SERVICES

Visit Bastrop shall work to:

- Attract leisure visitors to the city and its vicinity
- Attract meetings, events, retreats, and conventions to the city and its vicinity
- Serve as a liaison to local businesses and City departments in furtherance of tourism



# VISIT BASTROP MOVING FORWARD

Position Bastrop as a preferred destination for travel among the competition.

Continue to drive overnight visitation and visitor spending throughout Bastrop by targeting key Texas drive markets, including Austin, Houston, San Antonio, and Dallas—Fort Worth.

Leverage digital marketing initiatives to reach customers and increase visitation to Bastrop by providing information to targeted audiences.

Use data intelligence and other data sets to aggregate comprehensive information that shows the economic health of Bastrop.

Advocate for tourism, hospitality, and the need for destination marketing.

Maintain year-round communication with local stakeholders, hoteliers and other key business partners.



# AUDIENCE OVERVIEW

(Internal & External)

## Leisure Travel

Leisure travelers are visitors who stay in Bastrop and enhance the local economy by spending directly, generating sales tax at local businesses, and contributing to the Hotel Occupancy Tax (HOT).

## Meeting Planners

Meeting Planners manage the planning and operations for conferences, meetings, and events.

## Local Community

Members and leaders of the Bastrop community from several organizations, including the City of Bastrop, hospitality and tourism businesses, including hotels, restaurants, retail, attractions, recreation, event organizers, residents, and government officials.



# LEISURE TRAVEL METHODOLOGY

- Develop integrated media campaigns that highlight Bastrop as a desired destination. Utilize quantitative and qualitative data to develop targeted and cohesive marketing campaigns that convert online consumers into in-market day-trippers and overnight visitors.
- Convert day-trippers to overnight guests.
- Use digital marketing to communicate a visually compelling reason to visit while also strengthening awareness of Bastrop.
- Leverage social media to increase reach to target audiences.



# MEETING PLANNER METHODOLOGY

- Generate content to position Bastrop as a preferred destination for meetings and events.
- Support the City and funnel leads to appropriate resources.
- Continue to engage local stakeholders, hotels and other key business partners to share ideas and discuss marketing and advertising opportunities.



# LOCAL COMMUNITY METHODOLOGY

- Produce and translate important data reports to partners as needed.
- Be the trusted resource for hospitality partners, taking the lead on business intelligence to assist with important decision-making.
- Serve as a marketing consultant to local businesses, hotels, restaurants and attractions to help them achieve their business goals.
- Develop opportunities and build quality of life to benefit all the residents of our community while educating them about the value of travel and tourism.



# SUPPORT COMMUNITY ASSETS

- Complimentary Promotion through Visit Bastrop-owned channels
- Visibility in the Visit Bastrop Visitor & Meeting Planner Guide
- Co-op Advertising Opportunities

# AVENUES FOR REACHING AUDIENCES

Marketing & Advertising: Print & Digital Advertising, Visitor Guide, Website (SEO, Google Paid Search, Extranet), Billboards, E-newsletters, Social Media (Facebook, Instagram) Blogs, Bucee's Kiosk, Billboards, LinkedIn, Travel Texas Partnerships

Public Relations: Media Writers, Social Media Influencers, FAM (Familiarization) Tours, Proactive Outreach/Pitching, Media Alerts, Press Releases, Earned Media Coverage



# HOT SPECIAL EVENT FUNDS

- Adopt a new funding policy designed to:
  - Support existing events to the point of sustainability
  - Identify and vet new event opportunities for Bastrop that meet state and local criteria for funding
  - Maximize the economic return on public and private investments by leveraging funds to optimize marketing impact



# GALLERY FILMS PARTNERSHIP

Partnership with local film company to produce b-roll film footage, :30/:60 second promotional videos, and still images for use in Visit Bastrop advertising and marketing initiatives.

This partnership has also yielded 5-7 documentary-style videos of various local ambassadors, which Visit Bastrop is excited to use in new marketing campaigns.



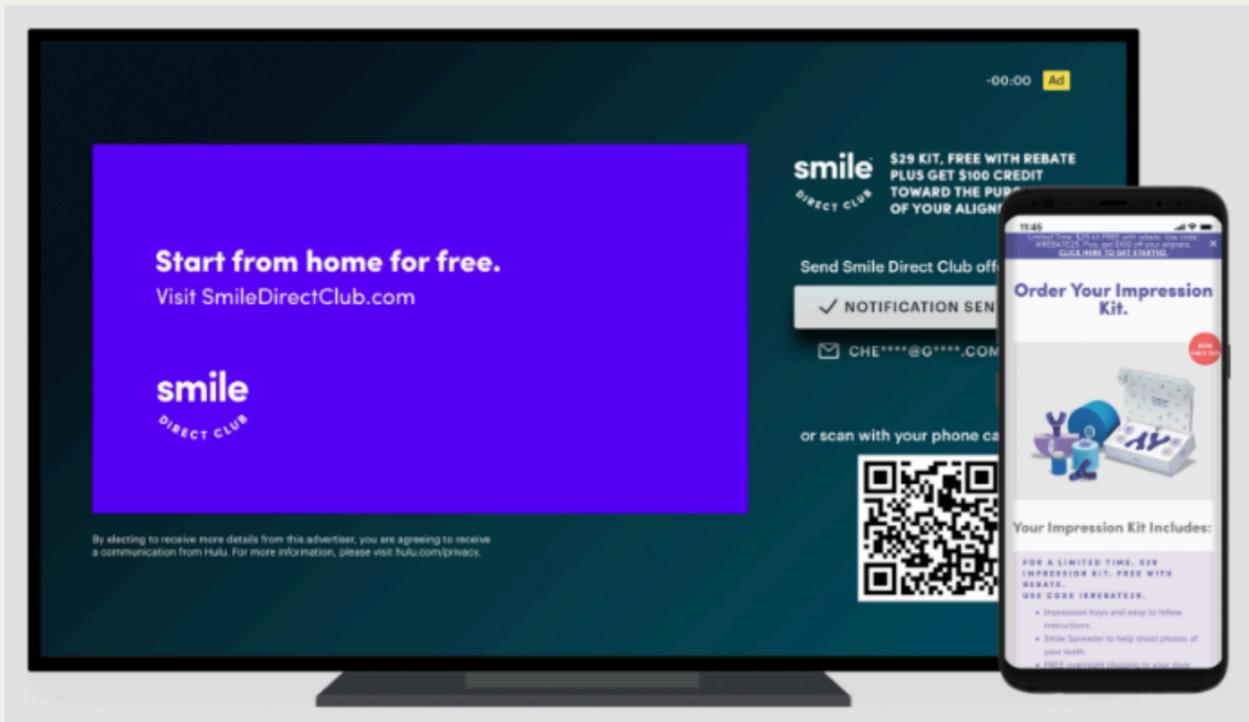
# GALLERY FILMS PARTNERSHIP



VISIT  
**BASTROP** EST. 1832  
Texas

# DISNEY ENTERTAINMENT = HULU

Hulu interactive ads provide action-oriented capabilities to facilitate seamless connections between viewers and advertisers - such as receiving more information from a brand.



**Disney Advertising**  
**hulu**  
 NOT FOR DISTRIBUTION

Reach the next generation of viewers with the leading ad-supported streaming TV brand.

**FX abc 21ST CENTURY FOX ESPN Freeform**

- Disney Entertainment = Hulu
- All the TV viewers love live and on demand
- Breakthrough, culturally relevant content
- Young, diverse, cordless audience
- Large SVOD reach and high CTV engagement
- Viewer-first ad experiences
- Transacted on completes

**CONTENT BREAKDOWN**

82% Full Episodes & Movies    18% Live Stream DAI

**PLATFORM DELIVERY**

83% CTV    13% Mobile/Tablet (App)    4% Desktop (With Mobile Web)

# VISIT BASTROP METRICS & KPI'S

DIGITAL		22/23 ACTUAL		% INCREASE	23/24 GOAL		YTD	
Digital - Website	Traffic - Overall	252,575	sessions	+ 3% YOY	260,152	sessions	194,533	sessions
Digital - Website	Paid Search (Google SEM)	87,984	sessions	+ 3% YOY	90,624	sessions	44,907	sessions
Digital - Website	Organic Traffic	110,528	sessions	+ 3% YOY	113,844	sessions	106,371	sessions
Digital - Website	New Users	188,782	new users	+ 3% YOY	194,445	new users	139,371	new users
Digital - Website	Visit Bastrop Blog Traffic	6,789	sessions	+ 3% YOY	6,993	sessions	7,372	sessions
SOCIAL MEDIA								
Social Media	Facebook Engagements	24,742	engagements	+ 20% YOY	29,690	engagements	26,906	engagements
Social Media	Instagram New Followers	290	new followers	+ 30% YOY	377	new followers	457	new followers

\*metrics as of June 2024



# VISIT BASTROP BUDGET

Visit Bastrop 2024/2025 Operating Budget	\$\$\$	% of Budget
Total Revenue	\$ 1,043,840.00	
Client Development	\$ 28,000.00	2.68%
Dues,Memberships, Subscriptions	\$ 11,975.00	1.15%
Local Meetings/Transportation	\$ 12,500.00	1.20%
Marketing	\$ 587,919.33	56.50%
Office Expenses	\$ 40,471.40	3.88%
Information Technology	\$ 10,000.00	0.96%
Personnel Costs	\$ 235,255.00	22.54%
Professional Development	\$ 17,000.00	1.63%
Operational Costs	\$ 98,829.27	9.47%
Total Expense	\$ 1,041,950.00	



# THANK YOU!

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## JOINT WORKSHOP PLANNING SESSION

Ashton LaFuenta, Director of Operations  
Lee Harle, Chair, Visit Bastrop  
August 13, 2024



24/25

Total

REVENUE		
Board Approved Reserves		
City Contract	\$1,041,950.00	
Cooperative Advertising		
Interest Income		
Other Income		
<b>Total Revenue</b>	<b>\$1,041,950.00</b>	
EXPENSES		
<b>Client Development</b>		
Sales & Client Development	\$ 15,000.00	
Donations/Sponsorships	\$ 5,000.00	
Promotional Giveaway Tradeshow Items	\$ 8,000.00	
<b>Total Client Development</b>	<b>\$ 28,000.00</b>	<b>2.69%</b>
<b>Dues, Memberships, Subscriptions</b>		
Texas Hospitality & Lodging Association	\$ 450.00	
Destinations International	\$ 2,060.00	
D.I. Economic Impact Calculator	\$ 2,900.00	
Texas Assn. of Convention & Visitors Bureaus	\$ 1,300.00	
Texas Travel Industry Association	\$ 2,000.00	
US Travel	\$ 1,100.00	
Misc.	\$ 1,000.00	
Bastrop Chamber	\$ 440.00	
Heart of Bastrop Chamber	\$ 150.00	
Bastrop Opera House	\$ 250.00	
Bastrop Museum and Visitor Center	\$ 250.00	
Lost Pines Art Center	\$ 75.00	
<b>Total Dues, Memberships, Subscriptions</b>	<b>\$ 11,975.00</b>	<b>1.15%</b>
<b>Local Meetings/Transportation</b>		
Board Meetings	\$ 5,000.00	
Mileage/Parking	\$ 3,500.00	
Staff Events	\$ 4,000.00	
<b>Total Local Meetings/Transportation</b>	<b>\$ 12,500.00</b>	<b>1.20%</b>
<b>Marketing</b>		
Advertising/PR/MKTG/SV	\$ 587,919.33	
	\$ 587,919.33	56.42%
<b>Office Expenses</b>		
Copier/Printing Lease	\$ 3,000.00	
Office Supplies	\$ 5,000.00	
Janitorial	\$ 5,000.00	
Postage/Freight - Visitor Guides	\$ 5,000.00	
Printing	\$ 3,000.00	
Rent, utilities, payroll processing, IT support	\$ 16,971.40	
Cell Phone Allowances	\$ 2,500.00	
<b>Total Office Expenses</b>	<b>\$ 40,471.40</b>	<b>3.88%</b>
<b>Information Technology</b>		
Computer Equipment / Hardware	\$ 10,000.00	
<b>Total Information Technology</b>	<b>\$ 10,000.00</b>	<b>0.96%</b>
<b>Personnel Costs</b>		
Wages/Salaries	\$ 160,000.00	
Longevity	\$ 575.00	
Social Security	\$ 12,300.00	
Worker's Compensation Insurance	\$ 660.00	
Health Insurance	\$ 23,200.00	
Life Insurance	\$ 1,000.00	
Payroll Taxes	\$ 9,920.00	
Retirement Contribution	\$ 17,600.00	
Incentives/Bonuses	\$ 10,000.00	
<b>Total Personnel Costs</b>	<b>\$ 235,255.00</b>	<b>22.58%</b>
<b>Professional Development</b>		
CDME Certification - Ashton	\$ 2,000.00	
TTA College - Ashton & Stephanie	\$ 2,750.00	
TACVB - Ashton	\$ 3,500.00	
Out of Town Mileage/Parking	\$ 2,250.00	
Hotels	\$ 3,500.00	
Per Diem Food etc	\$ 2,000.00	
Other out of town transportation	\$ 1,000.00	
<b>Total Professional Development</b>	<b>\$ 17,000.00</b>	<b>1.63%</b>
<b>Operational Costs</b>		
Audit Fees	\$ 9,000.00	
Bank Fees/Bill.com/PO Box	\$ 1,500.00	
Dep/Amort - Mobile phone, ipads, laptop	\$ 2,839.27	
Financial Services	\$ 51,000.00	
Legal Fees	\$ 10,000.00	
HR	\$ 15,000.00	
Insurance, General Liability, D&O	\$ 7,490.00	
Miscellaneous	\$ 2,000.00	
<b>Total Operational Costs</b>	<b>\$ 98,829.27</b>	<b>9.49%</b>
<b>TOTAL EXPENSES</b>	<b>\$1,041,950.00</b>	<b>100.00%</b>

# 2024-2025 MARKETING BUDGET

Budget	\$	Item 3A.
Total	\$	
Balance	\$	

Revised:8/8/2024

CATEGORY	Q1				Q2				Q3				Q4				FISCAL YEAR TOTALS
	OCT	NOV	DEC	Q1 TOTALS	JAN	FEB	MAR	Q2 TOTALS	APR	MAY	JUNE	Q3 TOTALS	JULY	AUG	SEPT	Q4 TOTALS	
<b>Augustine</b>	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 60,000.00
Public Relations Retainer	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 12,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 12,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 12,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 12,000.00	\$ 48,000.00
Account Management Retainer	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 12,000.00
<b>Research</b>	\$ 12,544.74	\$ 1,544.74	\$ 1,544.74	\$ 15,634.22	\$ 1,544.74	\$ 1,587.15	\$ 1,587.15	\$ 4,719.04	\$ 1,587.15	\$ 1,587.15	\$ 1,587.15	\$ 4,761.45	\$ 1,587.15	\$ 1,587.15	\$ 1,587.15	\$ 4,761.45	\$ 29,876.16
Placer AI	\$ 1,420.00	\$ 1,420.00	\$ 1,420.00	\$ 4,260.00	\$ 1,420.00	\$ 1,420.00	\$ 1,420.00	\$ 4,260.00	\$ 1,420.00	\$ 1,420.00	\$ 1,420.00	\$ 4,260.00	\$ 1,420.00	\$ 1,420.00	\$ 1,420.00	\$ 4,260.00	\$ 17,040.00
Sprout	\$ 124.74	\$ 124.74	\$ 124.74	\$ 374.22	\$ 124.74	\$ 167.15	\$ 167.15	\$ 459.04	\$ 167.15	\$ 167.15	\$ 167.15	\$ 501.45	\$ 167.15	\$ 167.15	\$ 167.15	\$ 501.45	\$ 1,836.16
AirDNA	\$ 7,000.00			\$ 7,000.00				\$ -				\$ -				\$ -	\$ 7,000.00
STR Reporting	\$ 4,000.00			\$ 4,000.00				\$ -				\$ -				\$ -	\$ 4,000.00
<b>Simpleview</b>	\$ 6,691.67	\$ 6,691.67	\$ 6,691.65	\$ 20,075.00	\$ 6,691.67	\$ 6,691.67	\$ 6,691.65	\$ 20,075.00	\$ 6,691.67	\$ 6,691.67	\$ 6,691.65	\$ 20,075.00	\$ 6,691.67	\$ 6,691.67	\$ 6,691.66	\$ 20,075.01	\$ 80,300.00
CRM Feed - Listings	\$ 57.50	\$ 57.50	\$ 57.50	\$ 172.50	\$ 57.50	\$ 57.50	\$ 57.50	\$ 172.50	\$ 57.50	\$ 57.50	\$ 57.50	\$ 172.50	\$ 57.50	\$ 57.50	\$ 57.50	\$ 172.50	\$ 690.00
CRM Feed - Calendar of Events	\$ 57.50	\$ 57.50	\$ 57.50	\$ 172.50	\$ 57.50	\$ 57.50	\$ 57.50	\$ 172.50	\$ 57.50	\$ 57.50	\$ 57.50	\$ 172.50	\$ 57.50	\$ 57.50	\$ 57.50	\$ 172.50	\$ 690.00
CMS Licensing	\$ 2,060.42	\$ 2,060.42	\$ 2,060.42	\$ 6,181.25	\$ 2,060.42	\$ 2,060.42	\$ 2,060.42	\$ 6,181.25	\$ 2,060.42	\$ 2,060.42	\$ 2,060.42	\$ 6,181.25	\$ 2,060.42	\$ 2,060.42	\$ 2,060.42	\$ 6,181.25	\$ 24,725.00
CRM Licensing	\$ 846.67	\$ 846.67	\$ 846.67	\$ 2,540.00	\$ 846.67	\$ 846.67	\$ 846.67	\$ 2,540.00	\$ 846.67	\$ 846.67	\$ 846.67	\$ 2,540.00	\$ 846.67	\$ 846.67	\$ 846.67	\$ 2,540.00	\$ 10,160.00
Pro SEO Program	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 6,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 6,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 6,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 6,000.00	\$ 24,000.00
Simple Support Plan - 5	\$ 575.00	\$ 575.00	\$ 575.00	\$ 1,725.00	\$ 575.00	\$ 575.00	\$ 575.00	\$ 1,725.00	\$ 575.00	\$ 575.00	\$ 575.00	\$ 1,725.00	\$ 575.00	\$ 575.00	\$ 575.00	\$ 1,725.00	\$ 6,900.00
Paid Media Management and Reporting	\$ 855.00	\$ 855.00	\$ 855.00	\$ 2,565.00	\$ 855.00	\$ 855.00	\$ 855.00	\$ 2,565.00	\$ 855.00	\$ 855.00	\$ 855.00	\$ 2,565.00	\$ 855.00	\$ 855.00	\$ 855.00	\$ 2,565.00	\$ 10,260.00
Simple View UGC Publish	\$ 239.59	\$ 239.59	\$ 239.57	\$ 718.75	\$ 239.59	\$ 239.59	\$ 239.57	\$ 718.75	\$ 239.59	\$ 239.59	\$ 239.57	\$ 718.75	\$ 239.59	\$ 239.59	\$ 239.58	\$ 718.76	\$ 2,875.00
<b>Dues and Subscriptions</b>	\$ 6,577.00	\$ 77.00	\$ 77.00	\$ 6,731.00	\$ 77.00	\$ 101.50	\$ 137.75	\$ 316.25	\$ 101.50	\$ 101.50	\$ 101.50	\$ 304.50	\$ 101.50	\$ 101.50	\$ 101.50	\$ 304.50	\$ 7,656.25
Constant Contact - April Renewal	\$ 77.00	\$ 77.00	\$ 77.00	\$ 231.00	\$ 77.00	\$ 101.50	\$ 137.75	\$ 316.25	\$ 101.50	\$ 101.50	\$ 101.50	\$ 304.50	\$ 101.50	\$ 101.50	\$ 101.50	\$ 304.50	\$ 1,156.25
Go Daddy Domain Renewals (3 Years)	\$ 500.00			\$ 500.00				\$ -				\$ -				\$ -	\$ 500.00
Certified Folder Distribution (Rack Cards or Guides)	\$ 6,000.00			\$ 6,000.00													
<b>Digital Media Buys/Campaigns</b>	\$ 145,500.00	\$ 5,500.00	\$ 5,500.00	\$ 156,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 16,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 16,500.00	\$ 80,500.00	\$ 5,500.00	\$ 1,000.00	\$ 87,000.00	\$ 276,500.00
Google Paid Search = Google SEM	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 500.00	\$ 10,500.00	\$ 55,500.00
Music Festival		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 75,000.00			\$ 75,000.00	\$ 75,000.00
Influencer Marketing Campaign	\$ 50,000.00			\$ 50,000.00				\$ -				\$ -				\$ -	\$ 50,000.00
Texas Highways Campaign - AJR Media (Print & Digital)	\$ 30,000.00			\$ 30,000.00				\$ -				\$ -				\$ -	\$ 30,000.00
News Broadcast Advertising Placeholder (Possible OTT Advertising)	\$ 30,000.00			\$ 30,000.00				\$ -				\$ -				\$ -	\$ 30,000.00
Co-op Advertising Opportunities - State of Texas (Travel Texas)	\$ 15,000.00			\$ 15,000.00				\$ -				\$ -				\$ -	\$ 15,000.00
Social Media Paid Campaign	\$ 500.00	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 6,000.00
Event Calendar Advertising	\$ 5,000.00			\$ 5,000.00				\$ -				\$ -				\$ -	\$ 5,000.00
Atmosphere TV Advertising (Business TV)	\$ 10,000.00			\$ 10,000.00				\$ -				\$ -				\$ -	\$ 10,000.00
<b>Print Ads &amp; Creative Development</b>	\$ 65,373.00	\$ 373.00	\$ 373.00	\$ 66,119.00	\$ 10,735.60	\$ 373.00	\$ 373.00	\$ 11,481.60	\$ 7,873.00	\$ 7,873.00	\$ 373.00	\$ 16,119.00	\$ 373.00	\$ 373.00	\$ 373.00	\$ 1,119.00	\$ 94,838.60
It's All Right Here - Creative Campaign Development				\$ 35,000.00				\$ -				\$ -				\$ -	\$ 35,000.00
AJR - TourTexas Profile - All Inclusive Content Plan	\$ 373.00	\$ 373.00	\$ 373.00	\$ 1,119.00	\$ 373.00	\$ 373.00	\$ 373.00	\$ 1,119.00	\$ 373.00	\$ 373.00	\$ 373.00	\$ 1,119.00	\$ 373.00	\$ 373.00	\$ 373.00	\$ 1,119.00	\$ 4,476.00
AJR - Texas State Travel Guide	\$ -	\$ -	\$ -	\$ -	\$ 10,362.60	\$ -	\$ -	\$ 10,362.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,362.60
Augustine - Visitor Guide Edits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00	\$ 7,500.00	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ 15,000.00
Visitor Guide Printing	\$ 25,000.00			\$ 25,000.00				\$ -				\$ -				\$ -	\$ 25,000.00
Community Matters Chamber Directory	\$ -	\$ -	\$ -	\$ -	\$ 1,886.00	\$ -	\$ -	\$ 1,886.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,886.00
Welcome Billboard Creative Update (Argent Care Billboard)	\$ 5,000.00			\$ 5,000.00				\$ -				\$ -				\$ -	\$ 5,000.00
<b>Marketing Development</b>	\$ 38,748.32	\$ -	\$ -	\$ 38,748.32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,748.32
Marketing Development Opportunities TBD	\$ 38,748.32			\$ 38,748.32				\$ -				\$ -				\$ -	\$ 38,748.32
<b>TOTALS</b>	\$ 280,434.73	\$ 19,186.41	\$ 19,186.39	\$ 318,807.54	\$ 29,549.01	\$ 19,253.32	\$ 19,289.55	\$ 68,091.89	\$ 26,753.32	\$ 26,753.32	\$ 19,253.30	\$ 72,759.95	\$ 94,253.32	\$ 19,253.32	\$ 14,753.31	\$ 128,259.96	\$ 587,919.33



# STAFF REPORT

**MEETING DATE:** August 13, 2024

**TITLE:**

Consider and act on the proposed FY 2025 Operating Budget submitted by Visit Bastrop.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Ashton LaFuente, Interim Director of Operations

**BACKGROUND/HISTORY:**

A requirement of the contractual agreement between Visit Bastrop and the City of Bastrop, is an annual presentation of the amount of requested funding for the upcoming fiscal year; in this case FY 25.

The City Council appointed a Hotel Occupancy Tax (HOT) task force in April of 2024. After several meetings, the task force reviewed all of the assets who receive HOT funds and made recommendations for improving operations and eliminating redundant spending.

In the FY 24 budget discussions and prior to budget adoption, the City Council placed a cap and reduced the annual funds to Visit Bastrop from 50% to 35% of the HOT fund received after debt payments for the convention center were made.

For FY 25, the amount allocated in the draft budget to Visit Bastrop as part of the 35% formula is \$1,116,950.00 and includes the \$75,000 for events requesting HOT funds.

The presentation will demonstrate the manner in which the funds will be expended as well as give the City Council an opportunity to discuss contract amendments related to performance deliverables expected from that funding.

**FISCAL IMPACT:**

\$1,116,950 from the FY 25 HOT fund

**RECOMMENDATION:**

Approve the amount requested and recommend amendments to the existing contract clarifying City Council's expectations of performance.

**ATTACHMENTS:**

1. Visit Bastrop Proposed FY 25 budget
2. Presentation by Visit Bastrop



# STAFF REPORT

**MEETING DATE:** August 13, 2024

**TITLE:**  
Mayor's Report

**AGENDA ITEM SUBMITTED BY:**  
Mayor Lyle Nelso

**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:** August 13, 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:** August 13, 2024

**TITLE:**

Receive information on a proposed Public Improvement District for the Valverde Development.

**AGENDA ITEM SUBMITTED BY:**

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

**BACKGROUND/HISTORY:**

The previously named NEU Community Public Improvement District, then the Viridian Development, now known as Valverde, planned a 410 acre development, now a 399 acre development north of FM 969 and Highway 71. The plan is a total of 1,545 residential units which includes multi-family and single-family lots. The estimated value at buildout is \$557,000,000 and would potentially generate \$2.8M in ad valorem tax to the City and additional water and sewer impact fees and monthly revenue.

At the landowner's request, a public improvement district (PID) was created by the Bastrop City Council on March 10, 2021. A PID, is an economic development tool that is allowed under Chapter 372 of the Local Government Code. A PID requires more than 50% of the property owners in the affected area to agree to an assessment. In the case of Valverde, the developer owns the entire tract. Additionally, the tool can only be used to finance:

- 1) landscaping;
- (2) erection of fountains, distinctive lighting, and signs;
- (3) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way;
- (4) construction or improvement of pedestrian malls;
- (5) acquisition and installation of pieces of art;
- (6) acquisition, construction, or improvement of libraries;
- (7) acquisition, construction, or improvement of off-street parking facilities;
- (8) acquisition, construction, improvement, or rerouting of mass transportation facilities;
- (9) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;
- (10) the establishment or improvement of parks;

- (11) projects similar to those listed in Subdivisions (1)-(10);
- (12) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement.
- (13) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;
- (14) payment of expenses incurred in the establishment, administration, and operation of the district; and
- (15) the development, rehabilitation, or expansion of affordable housing.

A subsequent development agreement was approved on July 13, 2021.

The final PID financing agreement was entered into on September 14, 2021. The PID financing agreement calls for the issuance of approximately \$37M in debt for the development's Service and Assessment Plan. PID Bonds will be issued by the City upon request by the Developer and approval by the City Council following receipt of an appraisal, financial analysis, and other professional services and due diligence reasonably necessary to support the request. This first tranche of financing bonds is \$9.6M.

The overall cost of the development is listed at approximately \$90M.

**FISCAL IMPACT:**

Costs are to be reimbursed by the PID for administrative costs associated with the PID.

**RECOMMENDATION:**

Approve the PID subject to all questions and issues being resolved at the August 27, 2024 City Council meeting.

**ATTACHMENTS:**

- 1. Proposed PID presentation
- 2. All original PID documents under NEU, Viridian, and now Valverde



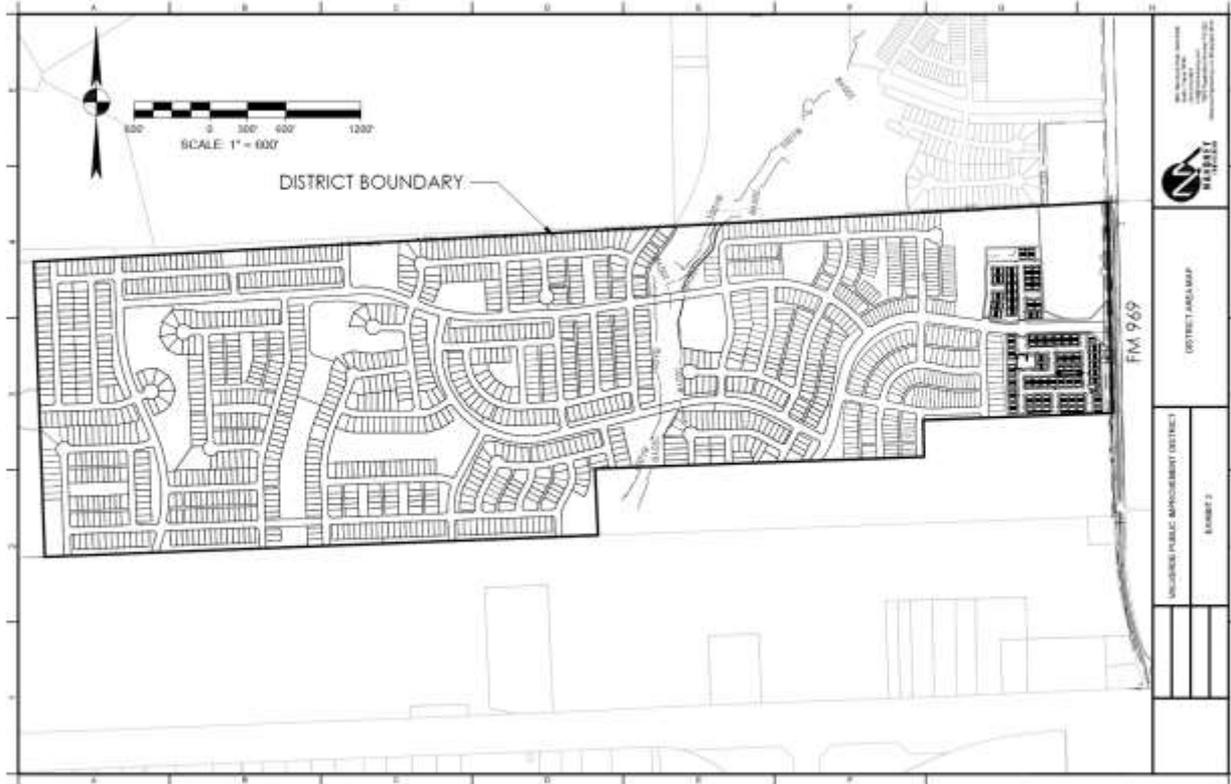
# **Valverde Public Improvement District**

**August 13, 2024**

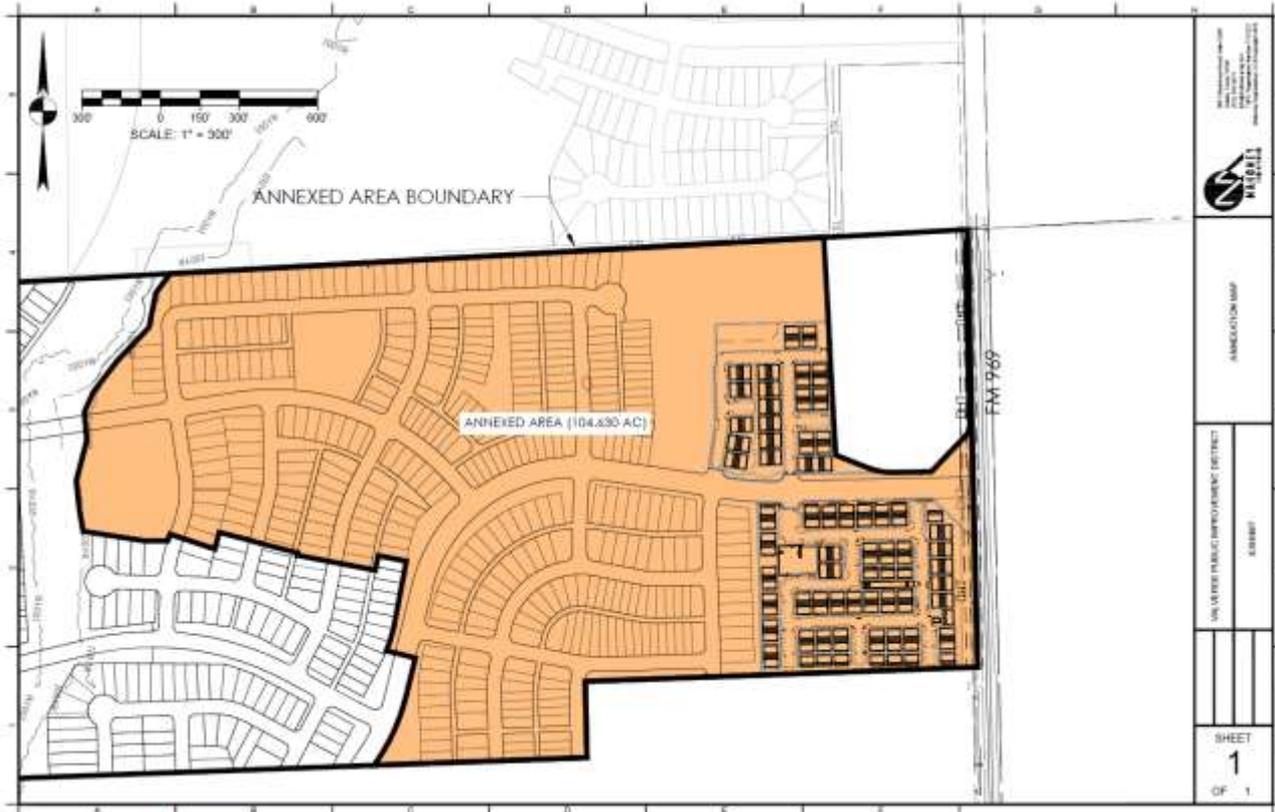
# Project Overview and Background

- Approx. **399** acres.
- North of the intersection of FM 969 and Highway 71.
- **1,545** total residential units including multi-family and single-family lots.
- Estimated Value of **\$557,000,000** at buildout.
- PID was created by City Council on March 10, 2021.
- Development Agreement was entered into on July 13, 2021.
- PID Financing Agreement was entered into on September 14, 2021.
- Approximately **104.630** acres of the Project have been annexed into the City limits.

# Land Plan



# Annexed Area



# Next Steps

- Approve Service and Assessment Plan
- Levy PID Assessments on initial phase of project
- Issue PID Bonds on initial phase of project

# Projected Direct Economic Impact

- Assessed value at buildout ≈ **\$557,000,000.**
- Annual ad valorem revenues at buildout to City of Bastrop ≈ **\$2,800,000.**
- Annual ad valorem revenues at buildout to all other taxing jurisdictions ≈ **\$8,650,000.**

# Key Terms of PID

- Total Equivalent Tax Rate Including PID Annual Installment	<b>\$2.57/\$100 AV</b>
- PID Equivalent Tax Rate per \$100/AV	<b>\$0.52/\$100 AV</b>
- PID Bond Term	<b>30 years</b>
- Total Estimated Projected PID Qualified Development Costs for the Project	<b>\$87 million</b>
- NIA #1 Estimated PID Bond Gross Proceeds	<b>\$11.5 million</b>
- NIA #1 Estimated PID Bond Net Proceeds	<b>\$9.6 million</b>
- Total Estimated PID Bond Gross Proceeds	<b>\$37.3 million</b>
- Total Estimated PID Bond Net Proceeds	<b>\$31.3 million</b>

# NIA #1 Assessment & Average Annual Installment

Lot Type	Lot Size	Units [a]	Assessed Value per Unit [a][c]	Total Assessed Value	Total Assessment	Average Annual Installment	Assessment Per Unit	Average Annual Installment per Unit	PID Equivalent Tax Rate
<b>NIA 1:</b>									
1	Multi-Family	250	\$ 230,000	\$ 57,500,000	\$ 3,784,011	\$ 298,571	\$ 15,136	\$ 1,194	\$ 0.52
2	32' Alley	153	\$ 315,000	\$ 48,195,000	\$ 3,171,659	\$ 250,254	\$ 20,730	\$ 1,636	\$ 0.52
3	43' Alley	128	\$ 340,000	\$ 43,520,000	\$ 2,864,003	\$ 225,979	\$ 22,375	\$ 1,765	\$ 0.52
4	45' Standard	53	\$ 355,000	\$ 18,815,000	\$ 1,238,194	\$ 97,698	\$ 23,362	\$ 1,843	\$ 0.52
5	50' Standard	18	\$ 380,000	\$ 6,840,000	\$ 450,133	\$ 35,517	\$ 25,007	\$ 1,973	\$ 0.52
<b>NIA 1 Total</b>		<b>602</b>	<b>\$ 290,482</b>	<b>\$ 174,870,000</b>	<b>\$ 11,508,000</b>	<b>\$ 908,019</b>	<b>\$ 19,116</b>	<b>\$ 1,508</b>	<b>\$ 0.52</b>

# Example Homeowner Payments

Average Sales Price	[1]	\$	355,000
Annual Mortgage Payment (30 years @ 7%, 10% Down)	[2]	\$	25,508
Annual City of Bastrop Property Taxes	[3] = [1] ÷ 100 x .4494	\$	1,773
Annual Remaining Property Taxes	[4] = [1] ÷ 100 x 1.5517	\$	5,509
Average Annual PID Installment	[5]	\$	1,843
Total Annual Homeowner Payment	[6] = [2] + [3] + [4] + [5]	\$	<b>34,633</b>
Monthly Homeowner Payment	[7] = [6] ÷ 12	\$	<b>2,886</b>

# Questions?



Zach Crawford  
Director, DPF



8140 N MoPac Expwy, Building 4, Suite 270  
Austin, TX 78759



[zach.crawford@dpfg.com](mailto:zach.crawford@dpfg.com)  
512.965.9671

**Agreement Regarding the Dissolution of the NEU Community Bastrop Public Improvement District (n/k/a Viridian Public Improvement District)**

This Agreement Regarding the Dissolution of the NEU Community Bastrop Public Improvement District (n/k/a Viridian Public Improvement District) (the "Agreement") is entered into on this 9<sup>th</sup> day of March, 2021 by Continental Homes of Texas, L.P., a Texas limited partnership ("Owner") and the City of Bastrop, Texas (the "City"). The Owner and the City are hereinafter sometimes referred to collectively as the "Parties".

**Whereas**, David K. Grassel ("Original Owner") has requested the City establish the NEU Community Bastrop Public Improvement District (n/k/a Viridian Public Improvement District) (the "District") in that certain Petition for the Creation of a Public Improvement District to Finance Certain Improvements to NEU Community Bastrop Subdivision (the "Petition");

**Whereas**, since the Original Owner's submission of the Petition to the City, Owner has acquired the Property (defined below);

**Whereas**, it is contemplated that the City will approve the formation of the District over the property depicted in **Exhibit A**, attached hereto and incorporated herein (the "Property") for all purposes by a resolution (a "Resolution");

**Whereas**, the Owner, or Owner's successors or assigns, will request the City to levy special assessments within the District and issue, or cause to be issued, bonds to assist with the financing of certain public improvements identified in the Resolution (the "PID Bonds"); and

**Whereas**, the parties desire to provide for the dissolution of the District if special assessments are not levied or the PID Bonds are not issued by the deadline set forth herein;

**NOW, THEREFORE**, for and in consideration of the above recitals and the terms, conditions and agreements stated in this Agreement, the Parties agree as follows:

1. The Owner agrees that this Agreement constitutes Owner's petition to dissolve the District under Section 372.011, Texas Local Government Code, and the City is hereby authorized to dissolve the District, in the event that the first issuance of PID Bonds or a levy of special assessments does not occur by September 30, 2023 (the "Authorization") or upon the earlier written request of Owner. The Owner will not oppose the City's dissolution of the District undertaken in accordance with this Agreement, and will cooperate with the City to cause the District to be dissolved. The Authorization shall terminate and expire upon the earlier of (i) the levy of special assessments or (ii) the first issuance of the PID Bonds.
2. This Agreement shall be a covenant running with the land and shall be binding upon future owners of the Property or portions thereof and shall further be binding upon and inure to the benefit of the Parties, their successors, and assigns.

- 3. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions, and venue shall lie in Bastrop County, Texas.
- 4. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and this Agreement is effective as of the first date indicated above.

CITY:  
City of Bastrop

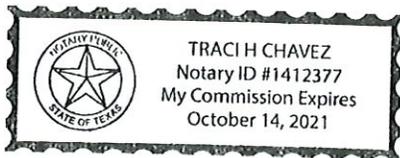
Attest:

By: *Victoria Bencik*  
 UP Ann Franklin, City Secretary  
Victoria Bencik Deputy UP

By: *Connie Schroeder*  
 Connie Schroeder, Mayor

THE STATE OF TEXAS §  
 COUNTY OF BASTROP §

This instrument was acknowledged before me on this 24<sup>TH</sup> day of MARCH, 2021, by Connie Schroeder, Mayor of the City of Bastrop, Texas on behalf of said City.



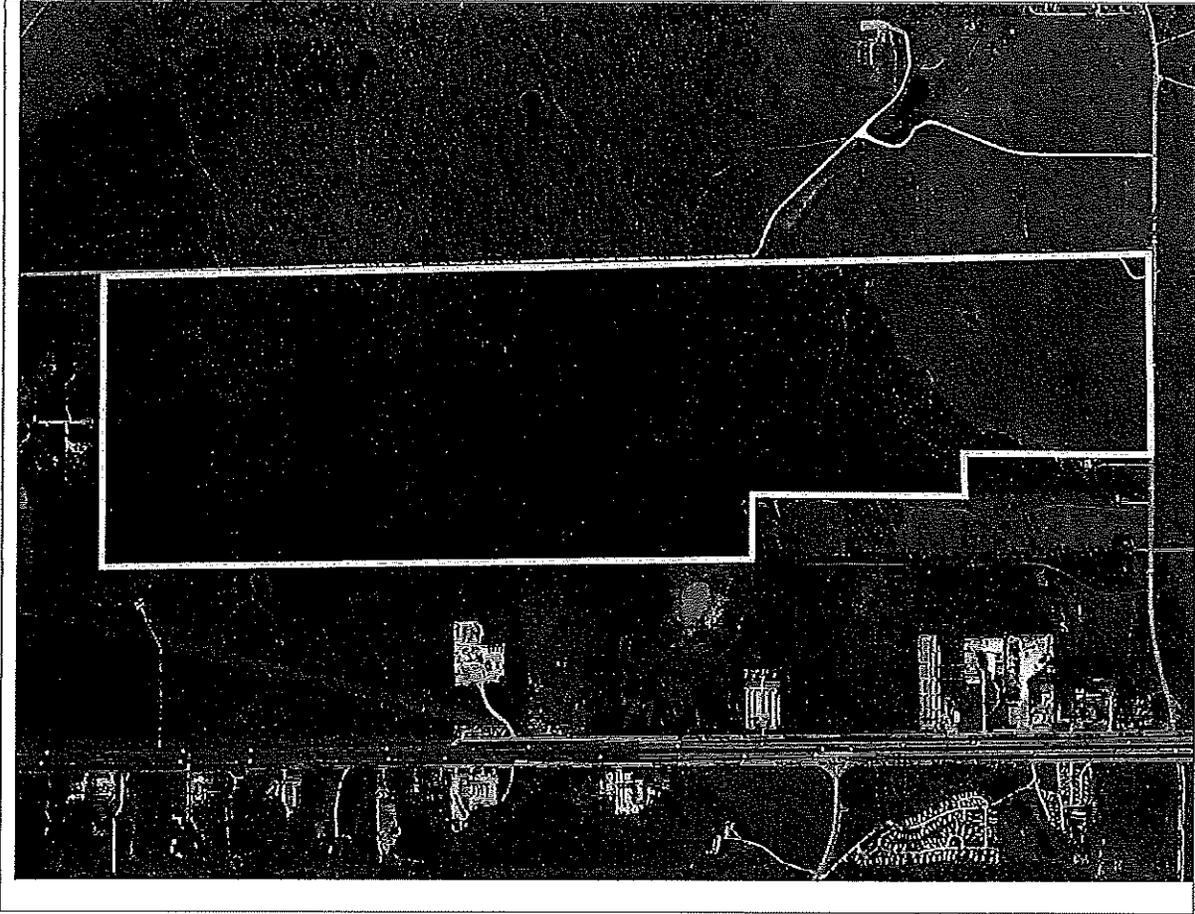
(SEAL)

*Traci H Chavez*  
 Notary Public, State of Texas



Exhibit "A"

The Property



## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement"), dated the 9<sup>th</sup> day of March, 2021 (the "Effective Date"), is entered into by, between, among and for the benefit of the City of Bastrop, Texas, a home rule city (the "City"), and Continental Homes of Texas, L.P., a Texas limited partnership (the "Developer").

**WHEREAS**, the Developer desires that the City enter into negotiations related to a new development of an area located within the City's jurisdiction (the "Project"); and

**WHEREAS**, the Developer desires that a public improvement district ("PID") be created to help finance certain public improvements necessary to provide water, wastewater, drainage and roadway facilities and development amenities for the Property more particularly depicted in EXHIBIT A attached hereto (the "Property"); and

**WHEREAS**, a petition to create a PID on the Property pursuant to Chapter 372 of the Texas Local Government Code has been submitted to the City; and

**WHEREAS**, the City and the Developer desire to negotiate a development agreement to provide for terms and conditions related to the Project (the "Development Agreement"); and

**WHEREAS**, the City and the Developer recognize and agree that the City will incur fees and associated expenses and costs for professional services for work to negotiate, develop, draft, and consider various concepts and documents in connection with its consideration of the PID and Development Agreement, including but not limited to the following: appraisal, legal publications, notices, public hearing expenses, attorney's fees, assessment administrator fees and special consultant fees (collectively, the "Professional Services"); and

**WHEREAS**, the City and the Developer recognize and agree that the fees anticipated to be incurred by the City for Professional Services directly related to the Project cannot be recouped by the City through standard administrative or permit fees; and

**WHEREAS**, the City's engagement of professionals to perform the Professional Services and its participation in the undertakings described above are voluntary and of value to the Developer and the Developer desires to reimburse the City's fees and expenses related to the Professional Services.

**NOW THEREFORE**, in consideration of the mutual promises set forth in this Agreement, the City and the Developer agree as follows:

1. Recitals. The representations, covenants and recitations set forth in the foregoing recitals and in this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this paragraph.

2. Developer Payment.

- (a) Delivery. Developer shall deliver, or shall have delivered, to the City the sum of \$26,000.00 upon the effective date of this Agreement, and shall deliver to the City an additional sum of \$100,000.00 upon the formation of the PID (the "**Developer Payment**") to pay for the Professional Services and the related expenses incurred by the City.
- (b) Invoices. Fees for all Professional Services to be covered by the Developer Payment shall be evidenced by monthly invoices that describe the work performed by date and time entries (copies of which invoices shall be provided to Developer at least 10 days before they are paid).
- (c) Segregation of Funds. The Developer Payment shall be deposited in a segregated account and not be commingled with any other City funds.
- (d) Replenishment of Funds. If the cost of Professional Services exceed the Developer Payment, the City shall notify the Developer in writing and the Developer may elect to: (i) make one or more additional payment(s) of \$20,000.00 each within thirty (30) days of such written request and such additional payment will be deposited by the City and utilized in the same manner described above, or (ii) negotiate in good faith to amend this Agreement to provide for a reasonable amount of additional payment by Developer.
- (e) Non-contingent. The payment(s) made by the Developer under this Agreement are not contingent upon any outcome of the negotiations between the City and the Developer.
- (f) Non-inclusivity. The Developer Payment is in addition to, not instead of, standard, generally-applicable administrative or permit fees required by ordinance for City consideration and approval of development approvals. Nothing herein relieves the Developer from the obligation to remit payment of applicable administrative and permit fees for authorizations sought from the City.

3. Termination.

- (a) Means. This Agreement may be terminated by either party with or without cause upon delivering to the other party written notice of termination. Unless earlier terminated by Developer or the City, this Agreement shall automatically terminate when the City has created the PID and the initial series of PID Bonds have been issued by the entity designated to issue such bonds.

- (b) Stop Work. Upon termination of this Agreement for any reason, the City shall take all reasonable steps necessary to terminate the accrual of costs to the Developer.
  
- (c) Refund. Upon termination of this Agreement for any reason, any balance of the Developer Payment and any balance of any additional payment(s) made by Developer under this Agreement that exceed the City's fees, costs and expenses incurred as of termination shall be returned to Developer.

4. Relationship. Nothing in this Agreement creates a relationship between the Developer and the City's Professional Services providers. Furthermore, this Agreement does not grant the Developer access to any privileged or confidential data provided to the City by the City's Professional Services providers.

5. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding Professional Services.

6. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed given upon delivery by a nationally recognized private service (e.g., FedEx or UPS) to the following respective addresses of the parties:

- To the City: City of Bastrop  
Bastrop City Hall  
1311 Chestnut Street  
Bastrop, TX 78602
  
- With a copy to: Alan Bojorquez  
Bojorquez Law Firm, PC  
11675 Jollyville Rd., Ste 300  
Austin, TX 78759  
[Alan@TexasMunicipalLawyers.com](mailto:Alan@TexasMunicipalLawyers.com)
  
- To the Developer: Continental Homes of Texas, L.P.  
Attn: Adib Khoury  
10700 Pecan Park Blvd, 4th Floor  
Austin, TX 78750  
[ARKhoury@drhorton.com](mailto:ARKhoury@drhorton.com)

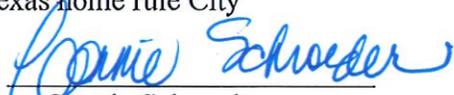
With a copy to:

Talley J. Williams  
221 W. 6th Street, Ste 1300  
Austin, Texas 78751  
TWilliams@mwswtexas.com

EXECUTED in multiple counterparts, each of which shall constitute an original, to be effective upon the date of execution by both parties.

CITY:

**CITY OF BASTROP,**  
a Texas home rule City

By:   
Name: Connie Schroeder  
Its: Mayor

Date: 03/24/2021

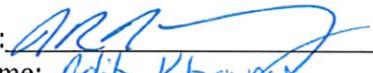
ATTEST:

By:   
VP Ann Franklin, City Secretary VP  
Victoria Bencik Deputy

OWNER:

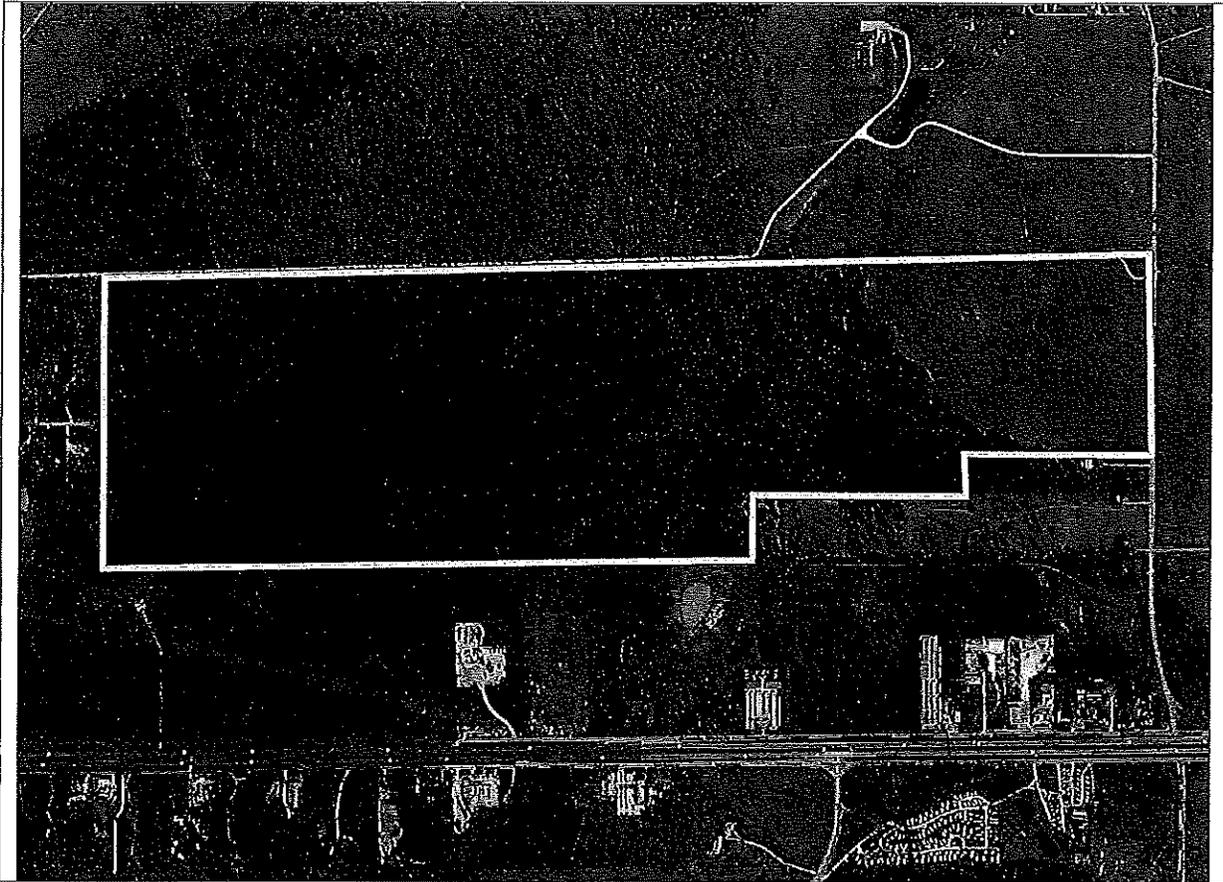
**Continental Homes of Texas, L.P.,**  
a Texas limited partnership

By: CHTEX of Texas, Inc.,  
a Delaware corporation  
Its General Partner

By:   
Name: Adib Khary  
Title: Assistant Secretary

Date: March 1<sup>st</sup>, 2020

EXHIBIT A  
PROPERTY



**RESOLUTION NO. R-2021-28**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING AND CREATING THE VIRIDIAN PUBLIC IMPROVEMENT DISTRICT (FORMERLY KNOWN AS THE NEU COMMUNITY BASTROP), ESTABLISHING THE PID BOUNDARIES FOR A 410-ACRE TRACT ADJACENT TO THE CITY LIMITS TO THE WEST OF FM 969 AND SOUTH WEST OF THE COLORADO RIVER (ORIGINAL OWNER DAVID K. GRASSEL), REVIEW OF DRAFT CONCEPTUAL PLANS, AND CONSIDERATION AND APPROVAL OF RELATED LAND USE DEVELOPMENT CONTRACTUAL DOCUMENTS INVOLVING DR HORTON, AND CONTINENTAL HOMES OF TEXAS**

**WHEREAS**, Chapter 372 of the Texas Local Government Code (the "Act") authorizes the creation of public improvement districts; and

**WHEREAS**, owners of real property located in Bastrop County west of Bastrop County Road 969, and south west of the Colorado River, delivered to the City of Bastrop a petition (the "Petition") indicating the (i) the owner of more than 50% of the appraised value of the taxable real property liable for assessment and (ii) the owners of more than 50% of the area of all taxable real property liable for assessment within the District (the "Owner" or "Developer") have executed the Petition requesting that the City Council create the Viridian Public Improvement District (the "District"), as shown on Exhibit "A" (the "Map of the District"); and

**WHEREAS**, after providing the notices required by Section 372.009 of the ACT, the City Council of the City of Bastrop on December 8, 2020 conducted a public hearing on the advisability of the improvements and services related to the proposed District; and

**WHEREAS**, the City Council adjourned such public hearing held on December 8, 2020 and after receiving the public input and considering same, and evaluating the supporting information received by the City from the Developer, related to the creation of the District, the Council takes the following action.

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

**Section 1. Findings.** Pursuant to the requirements of the Act, the City Council, after considering the Petition for the proposed District and the evidence and testimony presented at the public hearing on March 9, 2021 hereby finds and declares:

- (a) Advisability of Services and Improvements Proposed for the District. It is advisable to create the District to provide the services and improvements described in this Resolution; the services and improvements will contribute to the public health, safety, and welfare.
- (b) Nature of the Services and Improvements. The general nature of the services and improvements to be performed by the District are:
  - (i) acquisition, construction and improvement of sidewalks, streets, other roadways, and rights-of-way;

- (ii) acquisition, construction, and improvement of water, wastewater and drainage facilities;
- (iii) landscaping;
- (iv) establishment and improvement of parks;
- (v) acquisition, construction, and improvement of off-street parking facilities;
- (vi) projects similar to those listed in subsections (i) - (v) above authorized by the Act;
- (vii) other improvement projects not listed in subsections (i) - (vi) above but that are authorized by the Act; and
- (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vii) above, including costs of establishing, administering, and operating the District.

(c) Estimated Cost of Services and Improvements. The estimated amount of bonds to be issued for the District through assessments for the first three (3) years of the District ' s term, is not more than \$40,000,000. The total bonded indebtedness over the term of the District is anticipated to be not more than \$40,000,000. The petitioners have represented to the City that these amounts will be supplemented with (i) additional revenue expected to be received from governmental reimbursement and participation agreements, and (ii) developer equity investment and debt financing. These anticipated additional funds are expected to be detailed in the proposed Service Plan associated with the District.

(d) Boundaries. The District is located in the extraterritorial jurisdiction of the City of Bastrop, Texas. The boundaries of the District are shown on the Map of the District, Exhibit "A."

(e) Method of Assessment. District costs may be assessed using any methodology that results in the imposition of equal shares of the costs on property similarly benefited within the District.

The City shall exclude the following classes of property from assessment: (i) property of the City; (ii) property of the County; (iii) property owned by political subdivisions of the State of Texas and used for public purposes; and (iv) other property that is excluded by law or by agreement of the City and the petitioners.

(f) Assessment Roll and Setting of Rate. The City Chief Financial Officer shall annually prepare or have prepared an assessment

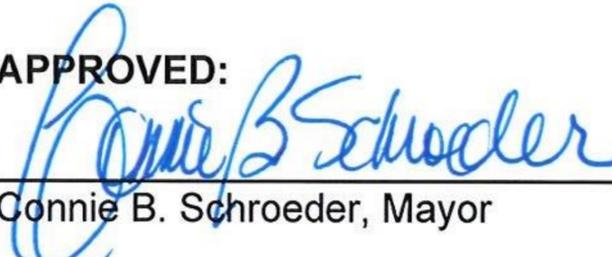
roll and file that roll with the County Clerk, in conformity with the exemptions from the assessment established under subparagraph (e) above. The annual assessment installment for the first year for which bonds are issued shall not exceed \_\_\_% of each parcel's anticipated build out value per \$100.00 valuation of taxable real property as shown on the tax rolls of the Bastrop Central Appraisal District.

**Section 2. Authorization and Creation.** The NEU Community Public Improvement District is hereby authorized and created as a Public Improvement District under the Act in accordance with the findings set forth in this Resolution as to the advisability of the services and improvements. The District shall be subject to the terms, conditions, limitations, and reservations contained in the findings of Section 1 of this Resolution.

**Section 3: Notice of Authorization.** The City Secretary is directed to give notice of the authorization of establishment of the District by publishing a copy of this Resolution once in a newspaper of general circulation in the City of Bastrop. Such authorization shall take effect and the District shall be deemed to be established effective upon publication of such notice. The District can be terminated as provided by law. Subject to the last sentence of this Section 3, the power of the City to continue to levy and collect assessments within the District pursuant to the Act will cease and the District will be dissolved following the date that a petition requesting dissolution is filed with the City Secretary of the City of Bastrop and the petition contains signatures of at least the number of property owners in the District to make the petition sufficient for creation of a public improvement district as provided in Section 372.005(b) of the Act, and a public hearing has been held by the City Council as described in Section 372.011 of the Act. If the District is dissolved, the District shall remain in effect for the purpose of meeting obligations of indebtedness.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 9<sup>th</sup> day of March, 2021.

**APPROVED:**

  
\_\_\_\_\_  
Connie B. Schroeder, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Alan Bojorquez, City Attorney

### PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement"), dated the 9th day of March, 2021 (the "Effective Date"), is entered into by, between, among and for the benefit of the City of Bastrop, Texas, a home rule city (the "City"), and Continental Homes of Texas, L.P., a Texas limited partnership (the "Developer").

**WHEREAS**, the Developer desires that the City enter into negotiations related to a new development of an area located within the City's jurisdiction (the "Project"); and

**WHEREAS**, the Developer desires that a public improvement district ("PID") be created to help finance certain public improvements necessary to provide water, wastewater, drainage and roadway facilities and development amenities for the Property more particularly depicted in EXHIBIT A attached hereto (the "Property"); and

**WHEREAS**, a petition to create a PID on the Property pursuant to Chapter 372 of the Texas Local Government Code has been submitted to the City; and

**WHEREAS**, the City and the Developer desire to negotiate a development agreement to provide for terms and conditions related to the Project (the "Development Agreement"); and

**WHEREAS**, the City and the Developer recognize and agree that the City will incur fees and associated expenses and costs for professional services for work to negotiate, develop, draft, and consider various concepts and documents in connection with its consideration of the PID and Development Agreement, including but not limited to the following: appraisal, legal publications, notices, public hearing expenses, attorney's fees, assessment administrator fees and special consultant fees (collectively, the "Professional Services"); and

**WHEREAS**, the City and the Developer recognize and agree that the fees anticipated to be incurred by the City for Professional Services directly related to the Project cannot be recouped by the City through standard administrative or permit fees; and

**WHEREAS**, the City's engagement of professionals to perform the Professional Services and its participation in the undertakings described above are voluntary and of value to the Developer and the Developer desires to reimburse the City's fees and expenses related to the Professional Services.

**NOW THEREFORE**, in consideration of the mutual promises set forth in this Agreement, the City and the Developer agree as follows:

1. Recitals. The representations, covenants and recitations set forth in the foregoing recitals and in this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this paragraph.

2. Developer Payment.

- (a) Delivery. Developer shall deliver, or shall have delivered, to the City the sum of \$26,000.00 upon the effective date of this Agreement, and shall deliver to the City an additional sum of \$100,000.00 upon the formation of the PID (the "**Developer Payment**") to pay for the Professional Services and the related expenses incurred by the City.
- (b) Invoices. Fees for all Professional Services to be covered by the Developer Payment shall be evidenced by monthly invoices that describe the work performed by date and time entries (copies of which invoices shall be provided to Developer at least 10 days before they are paid).
- (c) Segregation of Funds. The Developer Payment shall be deposited in a segregated account and not be commingled with any other City funds.
- (d) Replenishment of Funds. If the cost of Professional Services exceed the Developer Payment, the City shall notify the Developer in writing and the Developer may elect to: (i) make one or more additional payment(s) of \$20,000.00 each within thirty (30) days of such written request and such additional payment will be deposited by the City and utilized in the same manner described above, or (ii) negotiate in good faith to amend this Agreement to provide for a reasonable amount of additional payment by Developer.
- (e) Non-contingent. The payment(s) made by the Developer under this Agreement are not contingent upon any outcome of the negotiations between the City and the Developer.
- (f) Non-inclusivity. The Developer Payment is in addition to, not instead of, standard, generally-applicable administrative or permit fees required by ordinance for City consideration and approval of development approvals. Nothing herein relieves the Developer from the obligation to remit payment of applicable administrative and permit fees for authorizations sought from the City.

3. Termination.

- (a) Means. This Agreement may be terminated by either party with or without cause upon delivering to the other party written notice of termination. Unless earlier terminated by Developer or the City, this Agreement shall automatically terminate when the City has created the PID and the initial series of PID Bonds have been issued by the entity designated to issue such bonds.

(b) Stop Work. Upon termination of this Agreement for any reason, the City shall take all reasonable steps necessary to terminate the accrual of costs to the Developer.

(c) Refund. Upon termination of this Agreement for any reason, any balance of the Developer Payment and any balance of any additional payment(s) made by Developer under this Agreement that exceed the City's fees, costs and expenses incurred as of termination shall be returned to Developer.

4. Relationship. Nothing in this Agreement creates a relationship between the Developer and the City's Professional Services providers. Furthermore, this Agreement does not grant the Developer access to any privileged or confidential data provided to the City by the City's Professional Services providers.

5. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding Professional Services.

6. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed given upon delivery by a nationally recognized private service (e.g., FedEx or UPS) to the following respective addresses of the parties:

To the City: City of Bastrop  
Bastrop City Hall  
1311 Chestnut Street  
Bastrop, TX 78602

With a copy to: Alan Bojorquez  
Bojorquez Law Firm, PC  
11675 Jollyville Rd., Ste 300  
Austin, TX 78759  
[Alan@TexasMunicipalLawyers.com](mailto:Alan@TexasMunicipalLawyers.com)

To the Developer: Continental Homes of Texas, L.P.  
Attn: Adib Khoury  
10700 Pecan Park Blvd, 4th Floor  
Austin, TX 78750  
[ARKhoury@drhorton.com](mailto:ARKhoury@drhorton.com)

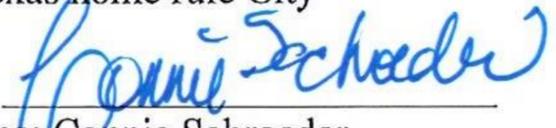
With a copy to:

Talley J. Williams  
221 W. 6th Street, Ste 1300  
Austin, Texas 78751  
TWilliams@mwswtexas.com

EXECUTED in multiple counterparts, each of which shall constitute an original, to be effective upon the date of execution by both parties.

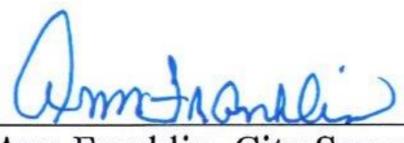
CITY:

**CITY OF BASTROP,**  
a Texas home rule City

By:   
Name: Connie Schroeder  
Its: Mayor

Date: 3/10/2021

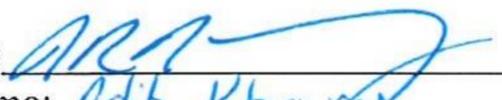
ATTEST:

By:   
Ann Franklin, City Secretary

OWNER:

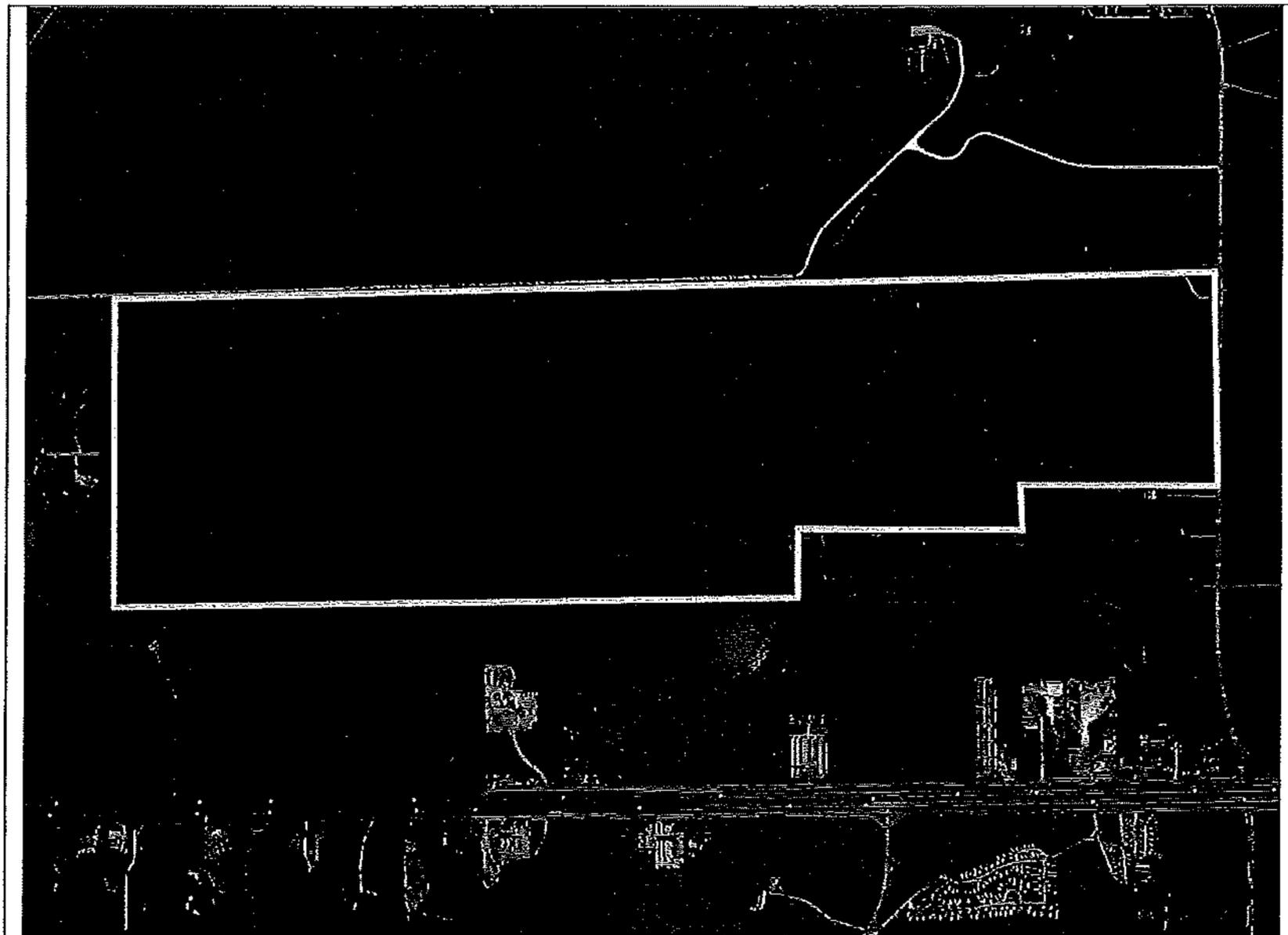
**Continental Homes of Texas, L.P.,**  
a Texas limited partnership

By: CHTEX of Texas, Inc.,  
a Delaware corporation  
Its General Partner

By:   
Name: Adib Khary  
Title: Assistant Secretary

Date: March 1<sup>st</sup>, 2020

# EXHIBIT A PROPERTY



**Agreement Regarding the Dissolution of the NEU Community Bastrop Public Improvement District (n/k/a Viridian Public Improvement District)**

This Agreement Regarding the Dissolution of the NEU Community Bastrop Public Improvement District (n/k/a Viridian Public Improvement District) (the "Agreement") is entered into on this 10<sup>th</sup> day of March, 2021 by Continental Homes of Texas, L.P., a Texas limited partnership ("Owner") and the City of Bastrop, Texas (the "City"). The Owner and the City are hereinafter sometimes referred to collectively as the "Parties".

**Whereas**, David K. Grassel ("Original Owner") has requested the City establish the NEU Community Bastrop Public Improvement District (n/k/a Viridian Public Improvement District) (the "District") in that certain Petition for the Creation of a Public Improvement District to Finance Certain Improvements to NEU Community Bastrop Subdivision (the "Petition");

**Whereas**, since the Original Owner's submission of the Petition to the City, Owner has acquired the Property (defined below);

**Whereas**, it is contemplated that the City will approve the formation of the District over the property depicted in **Exhibit A**, attached hereto and incorporated herein (the "Property") for all purposes by a resolution (a "Resolution");

**Whereas**, the Owner, or Owner's successors or assigns, will request the City to levy special assessments within the District and issue, or cause to be issued, bonds to assist with the financing of certain public improvements identified in the Resolution (the "PID Bonds"); and

**Whereas**, the parties desire to provide for the dissolution of the District if special assessments are not levied or the PID Bonds are not issued by the deadline set forth herein;

**NOW, THEREFORE**, for and in consideration of the above recitals and the terms, conditions and agreements stated in this Agreement, the Parties agree as follows:

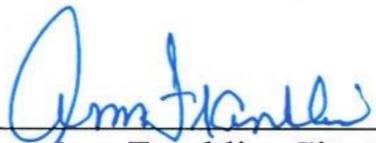
1. The Owner agrees that this Agreement constitutes Owner's petition to dissolve the District under Section 372.011, Texas Local Government Code, and the City is hereby authorized to dissolve the District, in the event that the first issuance of PID Bonds or a levy of special assessments does not occur by September 30, 2023 (the "Authorization") or upon the earlier written request of Owner. The Owner will not oppose the City's dissolution of the District undertaken in accordance with this Agreement, and will cooperate with the City to cause the District to be dissolved. The Authorization shall terminate and expire upon the earlier of (i) the levy of special assessments or (ii) the first issuance of the PID Bonds.
2. This Agreement shall be a covenant running with the land and shall be binding upon future owners of the Property or portions thereof and shall further be binding upon and inure to the benefit of the Parties, their successors, and assigns.

- 3. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions, and venue shall lie in Bastrop County, Texas.
- 4. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement and this Agreement is effective as of the first date indicated above.

**CITY:**  
**City of Bastrop**

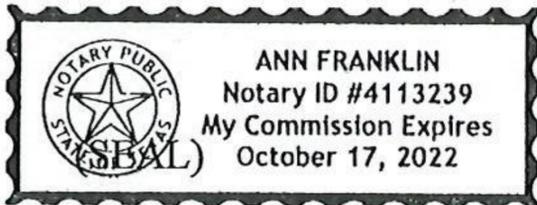
Attest:

By:   
Ann Franklin, City Secretary

By:   
Connie Schroeder, Mayor

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

This instrument was acknowledged before me on this 10<sup>th</sup> day of March, 2021, by Connie Schroeder, Mayor of the City of Bastrop, Texas on behalf of said City.



  
Notary Public, State of Texas

**OWNER:**

Continental Homes of Texas, L.P., (a Texas limited partnership)

By: CHTEX of Texas, Inc.  
(a Delaware corporation)  
Its General Partner

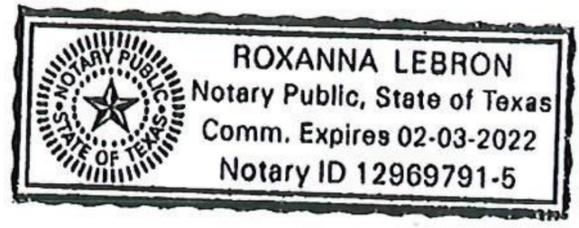
By: [Signature]  
Name: Adib Khoury  
Title: Assistant Secretary

STATE OF TEXAS                   §  
   §  
COUNTY OF WILLIAMSON       §

This instrument was acknowledged before me this 2 day of March, 2021, by Adib Khoury, the Assistant Secretary of CHTEX of Texas, Inc., a Delaware corporation, General Partner of Continental Homes of Texas, L.P., a Texas limited partnership, on behalf of said corporation and said limited partnership.

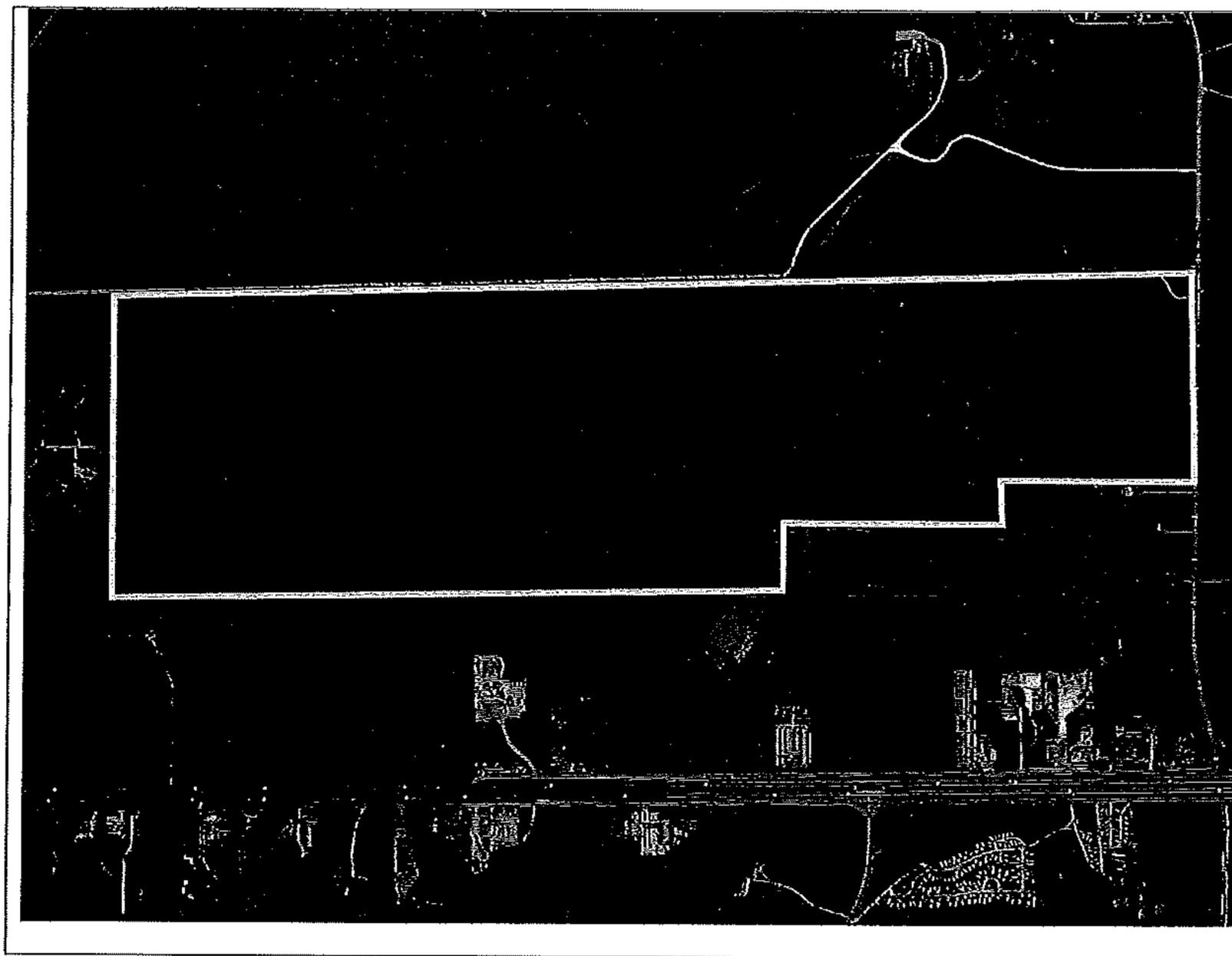
[Signature]  
Notary Public, State of Texas

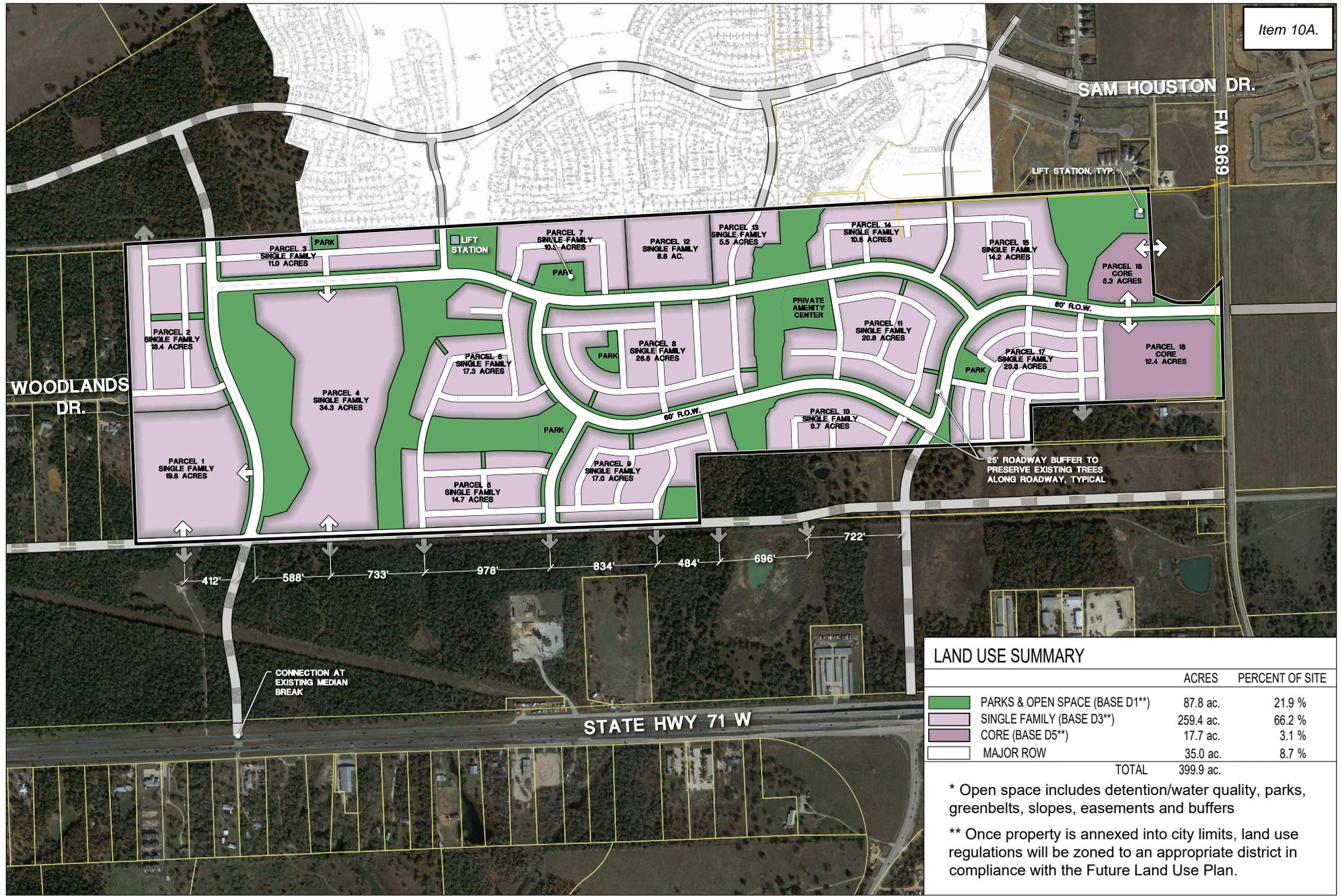
[Seal]



# Exhibit "A"

## The Property





LAND USE SUMMARY		
	ACRES	PERCENT OF SITE
<span style="color: green;">■</span> PARKS & OPEN SPACE (BASE D1**)	87.8 ac.	21.9 %
<span style="color: purple;">■</span> SINGLE FAMILY (BASE D3**)	259.4 ac.	66.2 %
<span style="color: pink;">■</span> CORE (BASE D5**)	17.7 ac.	3.1 %
<span style="color: grey;">■</span> MAJOR ROW	35.0 ac.	8.7 %
<b>TOTAL</b>	<b>399.9 ac.</b>	

\* Open space includes detention/water quality, parks, greenbelts, slopes, easements and buffers

\*\* Once property is annexed into city limits, land use regulations will be zoned to an appropriate district in compliance with the Future Land Use Plan.

NOTE: ROADWAY ALIGNMENTS ARE CONCEPTUAL IN NATURE AND MAY BE ADJUSTED WITH FUTURE PLATTING AND CONSTRUCTION DOCUMENTS

**RESOLUTION NO. R-2021-65**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BASTROP, A HOME RULE CITY AND CONTINENTAL HOMES OF TEXAS, L.P., A TEXAS LIMITED LIABILITY COMPANY, FOR 399.9+/- ACRES OF LAND OUT OF THE NANCY BLAKEY SURVEY ABSTRACT 98, TO THE WEST OF FM 969, LOCATED WITHIN THE CITY OF BASTROP EXTRATERRITORIAL JURISDICTION, AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, Owner owns approximately 399.9 acres of land, more or less, located in Bastrop County, Texas, described in the attached Exhibit "A" (the "Property"). The Property is located within the City's extraterritorial jurisdiction ("ETJ") and not within the ETJ or corporate limits of any other municipality; and,

**WHEREAS**, Owner, or its successors, will develop the Property as a residential development with some high-density commercial projects that will include recreational facilities, parks and greenbelt areas, as provided in this Agreement, and in accordance with the Concept Plan, attached hereto as Exhibit "A", which shows the general locations of the land use areas as currently configured and development standards that outline allowed development types and cross-section for proposed roadways; and,

**WHEREAS**, The City holds a Certificate of Convenience and Necessity for sewer service issued by the Texas Commission on Environmental Quality (the "TCEQ") or a predecessor agency, recognizing the City's right to provide sewer service to the Property, and the City has an agreement with AQUA Water Supply Corporation to be the retail provider of water provider to the Property as it is within the City's sewer CCN; and,

**WHEREAS**, The Property is not currently served by water, wastewater, drainage facilities, roads, or parks and recreation facilities, and, although there are parks and recreation facilities within the City and roads abutting the Property, there are no such facilities located upon the Property; and,

**WHEREAS**, The Parties desire to establish the agreed components of the land use, water, wastewater, streets, parks, drainage and other infrastructure required for the development of the Property pursuant to the Concept Plan and the Development Standards, as defined below, and the agreed process for the construction, conveyance, and financing thereof on the terms and conditions set forth in this Agreement; and,

**WHEREAS**, Owner shall request annexation of the Property into the corporate boundaries of the City when requested, to enable the Owner to obtain the benefits of this Agreement and to define, protect, and clarify approvals to be granted with respect to development of the Property pursuant to the Concept Plan and this Agreement; and,

**WHEREAS**, The Parties desire to establish certain restrictions and commitments to be imposed and made in connection with the development of the Property; to provide increased certainty to the City and Owner concerning development rights, entitlements, arrangements, and commitments, including the obligations and duties of the Owner and the City, for a period of years;

and to identify planned land uses and permitted intensity of development of the Property before and after annexation as provided in this Agreement, which is promulgated under the City of Bastrop's Home Rule Charter ("City Charter"), and state law, including, but not limited to Section 212.172 of the Texas Local Government Code.

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

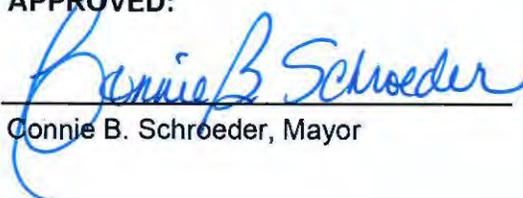
**Section 1:** That the City Manager will execute a Development Agreement between the City of Bastrop a Home Rule City and Continental Homes of Texas, L.P. a Texas limited liability company for 399.9+/- acres of land out of the Nancy Blakey Survey, Abstract 98, to the west of FM 969, located within the City of Bastrop Extraterritorial Jurisdiction attached as Exhibit A.

**Section 2:** All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

**Section 3:** That this Resolution shall take effect immediately upon its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 13th day of July, 2021.

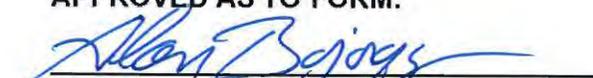
**APPROVED:**

  
\_\_\_\_\_  
Connie B. Schroeder, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Alan Bojorquez, City Attorney



## ARTICLE II. DEFINITIONS

**Section 2.01 Terms Defined in this Agreement.** In this Agreement, each of the following terms shall have the meanings indicated:

“**Additional Land**” shall mean the approximately ten (10) acres of land described on Exhibit “A-3” attached hereto.

“**Applicable City Code**” shall mean the provisions within the City Code that apply to property located within the ETJ and as expressly identified as being applicable or modified under the terms of this Agreement (e.g. transportation, infrastructure and drainage).

“**Applicable Requirements**” shall mean the applicable federal, state and local laws, rules and regulations.

“**Assessment Levy Request**” means a written request made by Owner to the City to levy Special Assessments for the Property (or an applicable portion thereof).

“**Assessment Ordinance**” shall mean an ordinance adopted by the City Council approving a Service and Assessment Plan (SAP) (or such amendments or supplements to the SAP) and levying Special Assessments.

“**Association**” shall mean a community group that is organized with respect to the Property in which individual owners of lots share common interests and responsibilities for costs and upkeep of common space or facilities. The group may take the form of a Property Owners Association or Home Owners Association.

“**Authorized Improvements**” means those improvements to be funded by the PID as described under Texas Local Government Code Section 372.003.

“**Bond Issuance Request**” means written request made by Owner to the City to issue PID Bonds.

“**City**” shall mean the **City of Bastrop** a Texas home rule city.

“**City Code**” shall mean the City of Bastrop Code of Ordinances in effect as of the Effective Date.

“**City Council**” shall mean the City Council of the City or any successor governing body.

“**City Manager**” shall mean the person engaged by the City to serve in the capacity of the City Manager.

“**Commercial Property**” shall mean areas designated as “CORE” within the Project, that may be used for commercial purposes.

“**Concept Plan**” shall mean the concept plan for the Project attached as Exhibit “B”, as it may be amended from time to time in accordance with this Agreement.

“**County**” shall mean Bastrop County, Texas.

“**Dwelling Unit**” means a home, mobile home, duplex unit, apartment unit, condominium unit, or any dwelling unit in a multiunit residential structure. It also means a “dwelling” as defined by Section 92.001 (Definitions) under the Texas Property Code.

“**Effective Date**” and similar references shall mean the date defined in Section 15.01 of this Agreement.

“**Environmental Regulations**” shall mean any and all Applicable Requirements, ordinances, laws, rules, or requirements designed to regulate water quality, air quality, and use of natural resources, land conservation, wildlife conservation, or other environmental matters.

“**Final Plat**” shall mean a document created and approved in accordance with the City Code which provides detailed geographic information and associated text indicating property boundaries, easements, Streets, utilities, Drainage, and other information and recorded in the County plat records after approval by the City.

“**Force Majeure**” shall have the meaning ascribed in Section 15.10 of this Agreement.

“**LUE**” shall mean Living Unit Equivalent.

“**Major Amendment**” shall have the same meaning as the term is used in Section 5.03 of this Agreement.

“**Minor Amendment**” shall have the same meaning as the term is used in Section 5.03 of this Agreement.

“**Notice**” shall have the meaning ascribed in Section 15.07.

“**Parkland**” shall mean the parkland and open space within the Project as generally described and/or depicted on Exhibit “D” attached hereto.

“**PFA**” shall have the meaning ascribed in Section 10.01 of this Agreement.

“**PID Act**” shall mean Chapter 372 of the Texas Local Government Code.

“**PID Bonds**” shall mean means each series of special assessment revenue bonds issued by the City to finance costs of improvements authorized under Texas Local Government Code, Chapter 372.

“**Preliminary Plat**” shall mean a document created and approved in accordance with the Applicable City Code which determines the general layout of the proposed subdivision in order to facilitate review by the Planning & Zoning Commission of the proposed subdivision’s streets and drainage system, easements, utilities, building lots, and other lots including open space.

“**Project**” shall mean the development of the Property as a mixed-use development, as depicted on the Concept Plan attached as Exhibit “B”.

“Project Engineer” shall initially mean BGE, Inc. or such other project engineer selected by the Owner from time to time.

“Property” shall mean the land described on Exhibit “A-1” and “A-2” attached hereto.

“Public Improvement District” or “PID” shall mean the Viridian Public Improvement District created by the City pursuant to Resolution No. R-2021-28 and pursuant to Texas Local Government Code, Chapter 372.

“Public Improvement Plan Agreement” shall mean as subdivision construction agreement, detailing the requirements for construction and acceptance/approval of public and utility infrastructure, as required by City Codes.

“Roadway Standards” shall mean standards for how roadway and streets are constructed within the Project as more particularly described in the Development Standards attached hereto as Exhibit “H” and made a part hereof. How the Project follows the intent of multi modal transportation and the City’s grid system is depicted on Exhibit “G”.

“SAP” shall have the meaning ascribed in Section 10.02.

“Special Assessments” means the assessment levied against all or a portion of the Property pursuant to an Assessment Ordinance.

“Term” shall have the meaning ascribed in Section 15.02.

“Wastewater Facilities” shall have the meaning ascribed in Section 6.01.

“Water Facilities” shall have the meaning ascribed in Section 6.06.

**ARTICLE III**  
**JURISDICTIONAL AUTHORITY AND VESTING RIGHTS**

**Section 3.01 Jurisdiction.** The City shall provide the review and approval for the aspects of the Project.

**Section 3.02 Intentionally Deleted.**

**Section 3.03 Chapter 245 Permit.** The City acknowledges the importance to Owner of having certainty and predictability of development regulations while planning such an extensive project that will be developed over multiple years. Likewise, Owner recognizes the City’s need over time to modify its existing development regulations in response to the requirements of a growing city. As a result, Owner shall have statutory authority to develop the Project on the Property in accordance with the terms of this Agreement. The Project shall be deemed grandfathered (i.e. vested and rights shall accrue) from the Effective Date of this Agreement up until the termination date of this Agreement, in accordance with the City Code, Article 1.20. The approved Preliminary Plat shall constitute the first (Permit) in a series of applications for the purpose of vesting as contemplated in Chapter 245 of the Texas Local Government Code and as authorized by Section 212.172(g) of the

Texas Local Government Code. To the extent any such standards or other criteria specified in this Agreement are in conflict with any other current or future provisions of the Applicable City Code or any other City ordinances, policies or requirements, this Agreement shall govern. A vested right under this Agreement shall not apply to zoning, uniform building, fire, electrical, plumbing, or mechanical codes of the type typically found in the City Code, and amendments to the City Code. Permit applications shall be evaluated according to ordinances in effect at the time of application for the individual permit. However, Owner and City may agree that the applicable submission for a permit or approval be evaluated in accordance with the requirements of a subsequent City ordinance, regulation, or rule.

**Section 3.04 Owner’s Rights to Continue Development.** In consideration of Owner’s agreements set forth in this Agreement, the City agrees that it will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on the building or development of the Project or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting Preliminary Plats, Final Plats, construction plans or other necessary approvals, for the Project. This Agreement on the part of the City will not apply to temporary moratoriums: (a) due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency, or (b) authorized by Chapter 212 of the Texas Local Government Code.

**ARTICLE IV.**  
**LAND USE**

**Section 4.01 Regulations.** All development within the Property shall generally comply with: (a) the Concept Plan attached hereto as Exhibit “B”; (b) the Development Standards, unless otherwise stipulated or modified herein; and (c) the terms and conditions of this Agreement, including any Exhibits attached hereto.

**Section 4.02 Intentionally Deleted.**

**Section 4.03 Condominium Plats.** The City shall permit the use of condominium plats and condominium regimes in the Project, subject to the regulations and processes, if any, in the Applicable City Code.

**ARTICLE V.**  
**CONCEPT PLAN, APPLICABLE DEVELOPMENT REGULATIONS AND RELATED MATTERS**

**Section 5.01 Development Standards.** The Project shall be developed in accordance with the Development Standards attached hereto as Exhibit “F”. To the extent that any current or future City development regulations conflict with this Agreement or the Development Standards, this Agreement and the Development Standards shall prevail unless otherwise agreed to by Owner.

**Section 5.02 Amendments.** The Project comprises a significant land area and its development will occur in phases over a number of years. **Owner may make major or minor amendments to the Preliminary Plat upon approval by the City.** “Major Amendments” shall be those that (i) increase the overall number of lots by more than twenty percent (20%) of the lots depicted

on the Preliminary Plat, or (ii) a change to the general alignment of any roadway identified on the Preliminary Plat, or (iii) or a change to the Concept Plan that converts more than twenty percent (20%) of the land area in the Project to commercial use. Major amendments to the Concept Plan or Preliminary Plat shall require approval by the Planning and Zoning Commission, which approval will not be unreasonably withheld or delayed. “Minor Amendments” are all amendments that do not meet the definition of Major Amendments. Minor amendments may be administratively approved by the Assistant City Manager of Development Services. If the Assistant City Manager and Owner dispute the classification of an amendment as major or minor, the issue shall be referred to the City Manager for final determination. Amendments to the Preliminary Plat shall be considered a waiver of Owner’s vested rights as described in Section 3.03 as long as the Project is not dormant pursuant to Chapter 245 of the Texas Local Government Code, and has not changed to the point it would not be the same “project” pursuant to Chapter 245 of the Texas Local Government Code or case law interpreting Chapter 245.

**Section 5.03 Duration.** Approval for the Project when submitted to and approved by the City, will remain in effect for the Term of this Agreement as long as the Project is not dormant pursuant to Chapter 245 of the Texas Local Government Code, and has not changed to the point it would not be the same “project” pursuant to Chapter 245 of the Texas Local Government Code or case law interpreting Chapter 245, subject to the terms and conditions of this Agreement, regardless of whether all or any portion of the Property is annexed or zoned.

**Section 5.04 Parks, Trails and Open Space Dedication.** Exhibit “D” attached hereto depicts the parks, trails, and open space plan for the Project. The parks, trails, and open space within the Project shall be for the use of residents of the Project and portions of the parks, trails, and open space will be open to the general public; however all parks, trails and open space shall be maintained by the Owner (or Owner's elected Association) until all PID Bonds issued for the Project and/or Special Assessment have been paid in full. It is acknowledged and agreed that the representations and locations of the parks, trails, and open space on Exhibit “D” are for illustrative purposes only and may not reflect the actual locations thereof in the final development. Regardless of the foregoing, there will be at least eighty-seven (87) acres of parkland and/or open space within the Project. The foregoing commitment to have at least eighty-seven (87) acres of open space within the Project shall satisfy all parkland requirements of the City and no additional parkland dedication, parkland fees or “fees in lieu” shall be required by the City for the Project. The amenity center depicted on Exhibit “D” will be private and only for the use of the residents of the Project

**Section 5.05 Permitting.** The City shall cooperate with Owner to expeditiously process and review all development applications related to the development of the Project.

**Section 5.06 Building Permit.** All vertical buildings located in the Project shall be reviewed, inspected and approved/permitted by the City. The Owner may “prairie build” for up to a total of 5 model homes and 5 spec homes per phase of the Project prior to the City’s acceptance of infrastructure (including utilities) but shall obtain a building permit from the City.

**Section 5.07 Association.** Owner will create one or more Associations, and shall establish bylaws, rules, regulations and restrictive covenants (collectively the “Association Regulations”) to assure the Association performs and accomplishes the duties and purposes required to be performed and accomplished by the Association pursuant to this Agreement. The owner of each lot in the Project shall be required to be a member of the Association and the Association Regulations will require the

periodic dues and assessments provide the funds required for the maintenance of the parks, trails, open space and other amenities of the Project, as well as to provide funds required for the management and operation of the Association.

**Section 5.08 Fire Services.** Owner understands that the City does not currently provide primary fire protection services. Fire protection services are provided by Bastrop County Emergency Services District No. 1. The Owner agrees to waive services from the City of Bastrop Fire Service for all of the Property until such time as the Property is annexed into the City; provided however, if requested by the City prior to annexation of the Property, the Owner will request to be released from the Bastrop County Emergency Services District No. 1 and the City of Bastrop Fire Service shall thereafter provide fire protections services to the Property.

## **ARTICLE VI.**

### **WATER AND WASTEWATER**

**Section 6.01 Wastewater Facilities.** The Owner will design and construct the offsite wastewater facilities, as well as the onsite wastewater facilities, all as more particularly described on Exhibit "E" attached hereto (the "Wastewater Facilities"). The Owner will design and construct a lift station onsite with a force main connecting to the City's existing gravity wastewater facilities as depicted on Exhibit "E". The Owner will have the option to design, permit, fund and construct a wastewater treatment plant on the Property to treat a portion of wastewater flows generated by the Project. The City will be provided construction drawings for permitting review, but standards and specifications for the plant will not exceed TCEQ chapter 217 requirements. If the Owner elects to build the wastewater treatment plant on the Property, the City will accept ownership and maintenance of the on-site wastewater treatment plant and allow its operation under the City's existing TPDES permit and irrigation under the City's existing 210 Beneficial Re-Use permit. Upon the City's completion of the new Wastewater treatment plant (Permit No. WQ0011076002), the City agrees that it will have sufficient capacity to serve the entire Project upon payment of all tap and impact fees (approximately 1,600 LUE's). Approval of any subdivision plat of property within the Project shall include an engineering analysis by the City that sufficient wastewater capacity is available to serve the platted lots at the time of plat approval. All Wastewater Facilities required to serve the Project shall be designed and built to the City's construction standards and in conformance with all rules, regulations and ordinances related to the construction and extension of wastewater utilities in effect at the time of submittal of construction plans and shall be subject to review and inspection by the City prior to acceptance.

The City hereby agrees to assist the Owner obtain any and all necessary easements required for the installation of any of the offsite Wastewater Facilities that provide a regional benefit to the City and its residents accruing from such offsite Wastewater Facilities. The City may use its authority to acquire any such necessary easements by utilizing the City's power of eminent domain, and, to the extent necessary, to promptly initiate and diligently pursue the condemnation of the easements in question.

**Section 6.02 Conveyance Wastewater Facilities.** Upon Owner's completion of construction of Wastewater Facilities, and the City's acceptance of such Wastewater Facilities, the Owner will convey the Wastewater Facilities to the City, on forms approved by the City and at no cost to the City, subject to the City obligation to provide wastewater service to the Project. The City agrees

that its acceptance of such Wastewater Facilities and the related assignments will not be unreasonably withheld, conditioned or delayed as long as the Wastewater Facilities have been constructed in accordance with plans approved by the City. Upon such conveyance, acceptance, and the Owner's providing a maintenance bond for two years, the City agrees to operate and maintain such Wastewater Facilities to provide service to the Project in accordance with this Agreement.

**Section 6.03 Wastewater Service Agreement.** The City, or a successor or assign, will provide wastewater service to all customers within each phase of the Project subject to the conditions stated in this Agreement and the City's policies and ordinances, relating to each customer obtaining and maintaining retail wastewater service from the City.

**Section 6.04 Intentionally Deleted.**

**Section 6.05 Connection Fees.** Water and Wastewater connection fees for any given portion of the Project will be assessed at the time of execution of the Public Improvement Plan Agreement. The water connection and impact fees shall be in accordance with Applicable City Code at the time of the execution of the Public Improvement Plan Agreement and paid at the time of final platting.

**Section 6.06 Water Service.** The City agrees that it will have (or will have contracted for) sufficient water capacity to serve the Project (approximately 1,600 LUE's). Approval of any subdivision plat of property within the Project shall include an engineering analysis by the City (paid for by Owner) that sufficient water capacity is available to serve the platted lots at the time of plat approval. Owner, at Owner's expense, will connect to the approved water line to provide service to the Project. It is not intended that any other extension of City water facilities will be necessary to provide service to the Project, however, if any additional water facilities are needed, those shall be referred to herein as the "Water Facilities". All Water Facilities required to serve the Project shall be designed and built to the City's construction standards and in conformance with all rules, regulations and ordinances related to the construction and extension of water utilities in effect at the time of submittal of construction plans and shall be subject to review and inspection by the City prior to acceptance.

The City hereby agrees to obtain any and all necessary easements required for the installation of the Water Facilities that provide a regional benefit to the City and its residents accruing from such Water Facilities. The City agrees to acquire any such necessary easements by utilizing the City's power of eminent domain, and, to the extent necessary, to promptly initiate and diligently pursue the condemnation of the easements in question. The City's cost of acquiring any required easement by eminent domain will be at the City's sole cost and expense

**Section 6.06 Wastewater Reclamation.** Owner shall have the right, but not the obligation, to use a portion of the Property for a wastewater reclamation treatment facility. Owner shall also have the right to use the existing TPDES permit and existing 210 Beneficial Re-use permit held by the City to allow Owner to treat the water from the Property and provide reclaimed water to the Property. Treated effluent from the onsite wastewater treatment plant will become property of the Owner who will provide storage and pressurization facilities at its own expense.

**ARTICLE VII.**  
**DEVELOPMENT PROCEDURES**

**Section 7.01 Development Process.** Owner agrees to waive the requirements of any state mandated processes or timelines (including SB 3167, known as “the shot clock bill”) and is requesting an alternate review process. The development review process is as follows:

1. Preliminary Infrastructure Plan
2. Preliminary Drainage Plan
3. Preliminary Plat
4. Final Drainage Plan
5. Public Improvement Plan
6. Public Improvement Plan Agreement
7. Final Plat
8. Site Development Plan
9. Building Permits

The alternate process is as follows:

- Concurrent review of items 1, 2, & 3 and 4, 5, &6
- Execution of the Public Improvement Plan Agreement
- Final Plat
- Site Development or Residential plan review (as necessary)
- Building permit

**ARTICLE VIII.**  
**TRANSPORTATION**

**Section 8.01 Roadways.** The streets and roadways within the Project shall be designed and constructed in accordance with the Roadway Standards contained in Development Standards.

**Section 8.02 Dedication of Roadways.** Owner shall dedicate all roadways within the Project to the County.

**ARTICLE IX.**  
**ANNEXATION**

**Section 9.01 Annexation by City.** Owner and the City hereby agree to the annexation of the Property into the City's corporate city limits, as permitted by Section 212.172(b) (7) of the Texas Local Government Code and intend that this Agreement provide for the annexation of the Property for all purposes and shall constitute Owner's vote for Annexation. Further notwithstanding the above, annexation of the Property shall occur in phases, but no section of the Property may be annexed until the final plat for that applicable section of the Property is recorded and it is financially feasible for the City to annex the applicable section.

**Section 9.02 Zoning of Annexed Land.** The land use regulations described in Article IV are found to be consistent with the City’s comprehensive plan for the area. Contemporaneously with the annexation of portions of the Property into the City’s corporate city limits, the City will zone such

annexed portions of the Property in a manner consistent with the land use regulations with the most similar zoning placetype.

Contemporaneously with the annexation of portions of the Property into the City's corporate city limits, the City will zone such annexed portions of the Commercial Property in a manner compatible with the City's current land use regulations and any and all non-conforming uses shall remain allowed until they are discontinued.

**ARTICLE X.**  
**PUBLIC IMPROVEMENT DISTRICT**

**Section 10.01 Public Improvement District.** A petition to create a PID for the Property, the NEU Innovation Tract and the Additional Land was previously submitted to the City and the City created the Viridian Public Improvement District on March 9, 2021. The City may, in its discretion and using its best efforts, initiate and approve all necessary documents and ordinances required to effectuate this Agreement, and to levy assessments generally in accordance with the terms described in Exhibit "I" attached hereto. The Owner has prepared, and the City will consider the approval of the PID Financing Agreement (the "PFA") concurrently with this Agreement and thereafter the Service and Assessment Plan (defined below) providing for the levy of the assessments on the Property. The PID proceeds will be used to fund all or a portion of the Authorized Improvements.

**Section 10.02 PID Bond Issuance.** It is intended that the City will issue PID Bonds in more than one series solely for the purposes of acquiring or constructing Authorized Improvements. The Owner may request issuance of PID Bonds by submitting a Bond Issuance Request and providing the City with a list of the Authorized Improvements to be funded with the PID Bonds and the estimated costs of such Authorized Improvements. The Owner has executed a professional services agreement that obligates the Owner to fund the costs of the City's professionals relating to the preparation for and issuance of PID Bonds, which amount shall be agreed to by the Parties and considered a cost payable from such PID Bonds. The issuance of PID Bonds is subject to the following conditions:

- (1) the adoption or amendment of a service and assessment plan (the "Service and Assessment Plan") and an Assessment Ordinance levying assessments on all or any portion of the Property benefitted by such Authorized Improvements in amounts sufficient to pay all costs related to such PID Bonds;
- (2) the aggregate principal amount of PID Bonds issued and to be issued shall not exceed amounts sufficient to fund the Authorized Improvements and stated in the PID Petition;
- (3) each series of PID Bonds shall be in an amount estimated to be sufficient to fund the Authorized Improvements or portions thereof for which such PID Bonds are being issued;
- (4) the Owner, at the request of the City, providing an appraisal and feasibility report;

- (5) a minimum Value to Lien ratio of 3 to 1;
- (6) approval by the Texas Attorney General of the PID Bonds and registration of the PID Bonds by the Comptroller of Public Accounts of the State of Texas; and
- (7) construction (i.e. upfront) bonds may be used.

**Section 10.03 PFA and SAP.** The Parties acknowledge that the PFA and SAP will provide additional information on the PID and all aspects of the PID financing. The PFA and/or the SAP (as applicable) will control when in conflict with the provisions of this Agreement.

**ARTICLE XI**  
**AMENDMENTS TO THE AGREEMENT**

**Section 11.01 Amendments to Agreement.** This Agreement may be amended only by a written agreement signed by the City and Owner, or all the then-current owners of all portions of the Property (other than the individual owners of occupied single-family, duplex, townhomes and single family residential lots); provided, however, an owner of a portion of the Property (other than an individual owner of an occupied single family, duplex, townhouse or attached single family residential lot) and the City may amend this Agreement as it relates solely to such owner's parcel without the joinder of any other landowner. If this Agreement is amended for the benefit of another owner of a portion of the Property, any default under such amendment shall not constitute a default under this Agreement.

**ARTICLE XII**  
**REPRESENTATIONS AND WARRANTIES**

**Section 12.01 Authority, No Conflict.** This Agreement constitutes the legal, valid and binding obligation of Owner, enforceable against Owner in accordance with its terms. Owner has the authority and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

**Section 12.02 Performance.** Owner and the City will reasonably cooperate with one another to accomplish the intent and purposes of this Agreement and will perform each and all of its respective duties and responsibilities pursuant to this Agreement.

**Section 12.03 Organization and Good Standing.** The Owner is a duly organized and validly existing limited liability company and is in good standing under the laws of the State of Texas, with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement. The City is a duly organized and validly existing municipal corporation in good standing under the laws of the State of Texas, with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement.

**Section 12.04 Authority; No Conflict.** This Agreement constitutes the legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms. The City has

the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

**ARTICLE XIII**  
**DEFAULT AND REMEDIES FOR DEFAULT**

**Section 13.01 Preventative Default Measures.** The Parties presently enjoy a good working relationship and understand the meaning and intent of this Agreement; however, the Parties recognize that individual representatives of each of the Parties will likely change over the course of this Agreement. The City agrees that day-to-day oversight of the implementation of this Agreement shall at all times during the Term be assigned directly to the Assistant City Manager of Development Services. In the event of a dispute involving an interpretation or any other aspect of this Agreement, upon Owner's request, the Assistant City Manager shall convene a meeting of the Parties as soon as reasonably practical and use all reasonable efforts to avoid processing delays and to resolve the dispute and carry out the spirit and purpose of this Agreement.

**Section 13.02 Default.** It shall be a default under this Agreement if either Party shall fail to perform any of its obligations under this Agreement or such failure shall remain uncured following the expiration of thirty (30) days after written notice of such failure from the other Party. However, in the event the default is of a nature that cannot be reasonably cured within such thirty (30) day period, the defaulting Party shall have a longer period of time as may be reasonably necessary to cure the default in question.

**Section 13.03 Default Unique to the City.** In addition, the City shall be in default under this Agreement if, after reasonably adequate time for review and processing, City staff unreasonably withholds the release of any proposed development permit or approval, utility service extension request and/or development application with respect to the Project that complies with the terms of this Agreement and that the City's staff is authorized to approve administratively. The failure or refusal of the City Council or any board or commission of the City to timely approve any such amendment, modification, permit or application that is consistent with this Agreement and the Applicable Requirements shall constitute a default under this Agreement. The City shall also be in default if it imposes any requirements, standards, moratoria, or interim development controls upon the Project that are in conflict with or limit the express provisions of this Agreement. The City shall not, however, be in default based upon the imposition of requirements, standards, moratoria, interim development controls or temporary moratoria that are required by the Applicable City Code, a state or federal law, rule, regulation or administrative directive outside of City's control.

**Section 13.04 Remedies Between the City and Owner.** If a Party contends that the other Party is in default of this Agreement, the non-defaulting Party shall give written notice of such contention to the defaulting Party, specifying the nature of the alleged default, and allow the applicable time period for cure of the default set forth in Section 13.02 above. The defaulting Party shall either cure the alleged default timely, or if the non-defaulting Party and defaulting Party agree in writing for an extension of the time to cure, not later than the extended cure deadline, or, within the time for cure stated in the non-defaulting Party's initial notice of default, give written notice to the non-defaulting Party denying the existence of the alleged default and invoking the following dispute resolution mechanisms. If both Parties shall mutually agree to submit to mediation, they shall attempt to resolve the dispute amicably. If mediation is unsuccessful or if one or both of the Parties decline to engage in

mediation, then either Party may institute legal proceedings in a state district court in Bastrop County, Texas, pursuing all available remedies at law or equity, including without limitation a suit for specific performance and/or a Writ of Mandamus in the event of a default by the City. All matters of fact and law shall be submitted to and determined by the court (subject to appeal). Each party shall pay its own costs and attorney fees.

**Section 13.05 No Liability For Actions of Others.** Except as expressly set forth herein: (a) the liabilities, obligations and responsibilities of each owner of the Property or any portion thereof, their successors and assigns, under this Agreement are several, and not joint; and (b) no owner of the Property or any portion thereof, or successor or assign, will be in default under this Agreement or otherwise liable or responsible for any default which is not caused by such landowner or by any person acting by, through or under such owner or successor or assign.

**Section 13.06 Intentionally Deleted.**

**Section 13.07 Breach of Contract.** It shall be a breach of contract if the City issues any permit (i.e., municipal approval) to the Owner, successor, or assign, and the Owner, successor, or assign builds contrary to the issued permit.

**Section 13.08 No Third-Party Beneficiary.** This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party.

**Section 13.09 Reservation of Rights.** To the extent not inconsistent with the terms of this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

**ARTICLE XIV.**

INTENTIONALLY DELETED

**ARTICLE XV.**

**MISCELLANEOUS PROVISIONS**

**Section 15.01 Effective Date.** The Parties agree that the “Effective Date” of this Agreement shall be the date on which this Agreement is executed by both Parties.

**Section 15.02 Term.** This Agreement shall commence and bind the Parties on the Effective Date and continue until a date which is twenty (20) years after the Effective Date, unless sooner terminated by express written agreement executed by both Parties or an event of default causes this Agreement to terminate early or extended by express written agreement executed by both Parties (as may be extended pursuant to this Section 15.02, the “Term”). The Term shall be automatically extended for an additional twenty (20) years at the end of the original terms unless otherwise agreed to by the Owner and the City in writing.

**Section 15.03 Termination.** This Agreement may be terminated as to all of the Property only by express written agreement executed by the City and Owner, or all the then current owners of all portions of the Property (other than owners of occupied single family, duplex, townhouse, or attached

single family residential lots). This Agreement may be terminated as to a portion of the Property only by express written agreement executed by the City and the owners of such portion of the Property affected by the termination; provided that if Owner still owns any portion of the Property, Owner must consent in writing to such termination. In the event this Agreement is terminated by mutual agreement of the Parties or by its terms, the Parties shall promptly execute and file of record in the Official Public Records of Bastrop County, Texas, a document confirming the termination of this Agreement, and such other documents as may be reasonably appropriate to reflect the basis upon which such termination occurs.

**Section 15.04 Agreement Binds Succession and Runs with the Land.** This Agreement shall bind and inure to the benefit of the Parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on all future developers and owners of land within the Property. Nothing in this Agreement is intended to impose obligations on individual owners of platted lots, except as expressly set forth in this Agreement. A Memorandum of Agreement, substantially similar to the form of Exhibit "J" shall be recorded in the real property records of Bastrop County, Texas.

**Section 15.05 Assignment.**

a. This Agreement and the rights and obligations of Owner hereunder may be assigned by Owner to an affiliate of Owner or to a development single purpose entity without the consent of the City, provided that the assignee assumes all of the obligations of Owner hereunder. Upon assignment to a development single purpose entity, that entity shall be the "Original Owner" for all purposes hereof.

For assignments to anyone other than an affiliate or a development single purpose entity as provided above, Owner may, at its sole and absolute discretion, assign this Agreement as to all or a portion of the Property from time to time to any party that (i) does not owe delinquent taxes or fees to the City, (ii) is not in material default (beyond any applicable notice and cure period) under any development agreement with the City, and (iii) has the experience, expertise and the financial capacity and ability to perform the duties or obligations so assigned under this Agreement. Owner shall provide the City thirty (30) days prior written notice of any such assignment. If the City has objections to such assignment satisfying the requirements above, the City shall provide written notice of such objections to the Owner within ten (10) days of receiving the assignment notice from Owner. Owner will not be released from its obligations under this Agreement if the City objects to the assignment as described above and such objections are not resolved by and between Owner and the City; provided, however, the City shall not unreasonably withhold Owner's release from its obligations under this Agreement.

Upon such assignment, Owner shall be deemed to be automatically released of any obligations under this Agreement, as to the portion of the Property assigned.

Any assignment must be in writing, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to the City.

b. The mere conveyance of a lot or any portion of the Property without a written assignment of the rights of Owner shall not be sufficient to constitute an assignment of the rights or obligations of Owner hereunder, unless specifically provided herein.

**Section 15.06 Entire Agreement.** This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties as provided for in this Agreement. This Agreement and the agreements between the Parties referenced in this Agreement, supersede all prior agreements between the Parties concerning the subject matter of this Agreement.

**Section 15.07 Notice.** It is contemplated that the Parties will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for such Party, (i) by delivering same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery", addressed to the Party to be notified, (iv) by sending same by facsimile with receipt of confirmation or (v) by email. Notice deposited in the United States mail in the manner described above shall be deemed effective from and after the earlier of the date of actual receipt or three (3) days after the date of such deposit. Notice given in any other manner shall be effective on the date delivered, if sent by confirmed facsimile or personal delivery, or the day after deposit with a "next day delivery" service. For the purposes of notice, the addresses of the Parties shall, until changed as provided below, be as follows:

**Owner:**

Continental Homes of Texas, L.P.  
 Attn: Mr. Adib R. Khoury  
 10700 Pecan Park Blvd., Suite 400  
 Austin, Texas 78750  
 Phone: 512.345.4663; Fax: 512.533.1429  
 E-mail: [arkhoury@drhorton.com](mailto:arkhoury@drhorton.com)

**With a Copy to:**

Metcalf, Wolff, Stuart & Williams LLP  
 Talley J. Williams  
 221 W. 6<sup>th</sup> Street, Ste 1300  
 Austin, Texas 78751  
 E-mail: [twilliams@mwswtexas.com](mailto:twilliams@mwswtexas.com)

**City:**

City of Bastrop, Texas  
 Bastrop City Hall  
 1311 Chestnut Street  
 Bastrop, TX 78602  
 E-mail: [citysec@cityofbastrop.org](mailto:citysec@cityofbastrop.org)

**With a Copy to:**

Bojorquez Law Firm, PC

Alan Bojorquez  
 11675 Jollyville Road, Ste 300  
 Austin, Texas 78759  
 Email: Alan@TexasMunicipalLawyers.com

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days written notice to the other Party.

**Section 15.08 No Joint Venture.** It is acknowledged and agreed by the Parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The City, its past, present and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the development of the Project.

**Section 15.09 Time.** Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

**Section 15.10 Force Majeure.** Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term “force majeure” means events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care, including, without limitation, acts of God or the public enemy, war, terrorism, criminal activity, riot, civil commotion, insurrection, government or de facto governmental action or failure to act (unless caused by the intentionally wrongful acts or omissions of the Party), fires, explosions, floods, hurricanes, adverse weather, epidemic, pandemic, widespread pestilence, materials or labor shortages, strikes, slowdowns, or work stoppages. In no event shall “force majeure” apply to the payment of any sum of money.

**Section 15.11 Severability.** If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected.

**Section 15.12 Waiver.** Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver of such provision or of any other provision of this Agreement, and such Party shall have the right at any time(s) thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

**Section 15.13 Attorney’s Fees and Court Costs.** In the event that any matter relating to this Agreement results in the institution of legal proceedings by any Party to this Agreement, each Party

in such proceeding shall be responsible for the expenses incurred by it in connection with such proceedings, including, without limitation, court costs and attorneys' fees.

**Section 15.14 Applicable Law and Venue.** The construction and validity of this agreement shall be governed by the laws of the state of Texas. Venue for any dispute arising from or related to this Agreement shall be in a Texas state district court for Bastrop County as applicable, and shall be in accordance with the Texas Civil Practice and Remedies Code.

**Section 15.15 Further Assurances.** Both Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and deliver such further documents and do such further acts and things as may be reasonably necessary or desirable to effectuate the terms of this Agreement.

**Section 15.16 Authority for Execution.** The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and that this Agreement has been approved in conformity with City ordinances and other applicable legal requirements. Owner certifies, represents, and warrants that the execution of this Agreement is duly authorized in conformity with its organizational documents.

**Section 15.17 Incorporation of Exhibits and Other Documents by Reference.** All Exhibits and other documents attached to or referred to in this Agreement are incorporated by reference for the purposes set forth in this Agreement.

**Section 15.18 Counterparts.** This Agreement may be executed in multiple counterparts, which shall be construed together as a single original instrument as though all Parties had signed one instrument, and, when executed, each counterpart shall be binding upon and inure to the benefit of each of the Parties executing the instrument whether or not all other parties have executed same.

**Section 15.19 Interpretation.** Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

**Section 15.20 Compliance with HB 89 and SB 252.**

a. In accordance with Section 2270.002, Texas Government Code, the Owner hereby verifies that neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Owner: (i) Boycotts Israel (as such term is defined in Section 2270.001, Texas Government Code) and (ii) subject to or as otherwise required by applicable Federal law, including, without limitation, 50 U.S.C. Section 4607, will Boycott Israel during the term of this Agreement.

b. Pursuant to Section 2252.152, Texas Government Code, neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Owner is a company currently listed by the Texas Comptroller of Public Accounts under Sections 806.051,

807.051, or 2252.153 of the Texas Government Code.

**Section 15.21 Effect of Agreement.** This Agreement, including all of the related approvals, consents and plans, shall remain in effect for the Term of the Agreement regardless of whether all or any portion of the Property is annexed and/or zoned. To the extent this Agreement conflicts with the Applicable City Code, this Agreement shall control.

**Section 15.22 Not Binding on End Users.** As provided in Section 212.172(f), Texas Local Government Code, this Agreement is not binding on, and does not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property, except for land use and development regulations that may apply to a specific lot.

**Section 15.23 Estoppel Certificates.** From time to time upon written request by any seller or purchaser of property within the Property, or any lender or prospective lender of the Owner or its assignees, the City shall execute a written estoppel certificate to such seller or purchaser stating, if true that the City has not given or received any written notices alleging any events of default under this Agreement.

**Section 15.24 Exhibits.**

- Exhibit A-1 = Property (Signed Survey)
- Exhibit A-2 = Property Legal Description
- Exhibit A-3 = Additional Land

Exhibit B = Overall Concept Plan

Exhibit C= Intentionally Deleted

Exhibit D = Parkland and Open Space

Exhibit E = Wastewater Facilities

Exhibit F= Development Standards

Exhibit G = Roadway Plan

Exhibit H = Intentionally Deleted

Exhibit I = PID Term Sheet

Exhibit J = Memorandum

[SIGNATURE PAGE FOLLOWS]

EXECUTED in multiple counterparts, each of which shall constitute an original, this 13<sup>th</sup> day of July, 2021 (the "Effective Date").

CITY:

**CITY OF BASTROP,**  
a Texas home rule City

By:   
Name: Paul D Hofmann  
Its: City Manager

ATTEST:

By:   
Ann Franklin, City Secretary

OWNER:

**Continental Homes of Texas, L.P.**  
(a Texas limited partnership)

By: CHTEX of Texas, Inc.  
(a Delaware corporation)  
*Its General Partner*

By:   
Name: Adib R Khoury  
Title: Asst Secretary

**Exhibit A-1**  
**PROPERTY (SIGNED SURVEY)**

-



Exhibit A-2  
**PROPERTY LEGAL DESCRIPTIONS**

EXHIBIT \_\_\_\_\_

NEU Communities  
 399.878 Acres  
 Job No. 8299-00

DESCRIPTION OF A 399.878 ACRE TRACT OF LAND

FIELD NOTES FOR A 399.878 ACRE TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, SITUATED IN BASTROP COUNTY, TEXAS; BEING A PORTION OF A CALLED 410.599 ACRE TRACT AS CONVEYED UNTO ARMELLA R. GRASSEL IN VOLUME 714, PAGE 305 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING AT A POINT OF REFERENCE**, a 1/2-inch iron rod found on the westerly right-of-way line of Farm to Market (F.M.) 969 (R.O.W. ~ 80') as shown on the plat of The Colony MUD 1A, Section 1, Phase A, as recorded in Cabinet 6, Page 129A of the Plat Records of Bastrop County, Texas, at the southeast corner of a remaining portion of a called 1,258.002 acre tract of land as conveyed unto Hunt Communities Bastrop, LLC in Document Number 201617588 of the Official Public Records of Bastrop County, Texas, being the northeast corner of said 410.599 acre tract; THENCE, S 01° 19' 50" E, coincident with the common line of the 410.599 acre tract and the west right-of-way line of said F.M. 969, a distance of 30.02 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, S 01° 19' 50" E, coincident with the common line of the 410.599 acre tract and the west right-of-way line of said F.M. 969, a distance of 1,635.71 feet to a 1/2-inch iron rod found at the common corner of the 410.599 acre tract and a called 10.01 acre tract of land as conveyed unto Esmeralda Vences-Maldonado and Fermin Vences-Maldonado in Document Number 201916372 of the Official Public Records of Bastrop County, Texas, for the southeast corner of the herein described tract;

THENCE, departing said common line and coincident with the common lines of the 410.599 acre tract and said 10.01 acre tract, the following two (2) courses:

- 1) S 87° 56' 21" W, a distance of 1,503.00 feet to a 1/2-inch iron rod with a cap stamped "RPLS 5548" found at the northwest corner of the 10.01 acre tract, for a re-entrant corner of the 410.599 acre tract and the herein described tract;
- 2) S 01° 19' 22" E, a distance of 290.00 feet to a 1/2-inch iron rod found at the southwest corner of the 10.01 acre tract, on the north line of a called 25.070 acre tract of land as conveyed unto TOCC LAND, LLC in Document Number 201900758 of the Official Public Records of Bastrop County, Texas, for a corner of the 410.599 acre tract and the herein described tract;

THENCE, S 87° 55' 54" W, coincident with the common line of the 410.599 acre tract, said 25.070 acre tract, and a called 25.071 acre tract of land conveyed unto Bellamont, LLC in Document Number 201810109 of the Official Public Records of Bastrop County, Texas, a distance of 2,610.20 feet to a calculated point at the northwest corner of said 25.071 acre tract, for a re-entrant

corner of the 410.599 acre tract and the herein described tract, from which a 1/2-inch iron rod found bears N 51° 05' 33" W, a distance of 1.18 feet;

THENCE, S 02° 31' 46" E, coincident with the common line of the 410.599 acre tract and said 25.071 acre tract a distance of 533.70 feet to a 5/8-inch iron rod found at the southwest corner of the 25.071 acre tract, on the north line of a remaining portion of a called 469.652 acre tract of land as conveyed unto Erhard Legacy Partners, LTD in Document Number 201502920 of the Official Public Records of Bastrop County, Texas, for the south corner of 410.599 acre tract and the herein described tract;

THENCE, S 87° 52' 50" W, coincident with the common line of the 410.599 acre tract and said remaining portion of a 469.652 acre tract a distance of 4,392.23 feet (Record S 88° 47' 48" W, 4,391.98 feet) to a 1/2-inch iron rod found at the common corner of Lot 32, Block "B", as shown on the plat of The Woodlands, as recorded in Cabinet 2, Page 350A of the Plat Records of Bastrop County, Texas, for the southwest corner of the 410.599 acre tract and the herein described tract;

THENCE, N 02° 07' 09" W, coincident with the common line of the 410.599 acre tract, said Lot 32, the east terminal end of the right-of-way line of Woodlands Drive (R.O.W. ~ 60') as shown on said plat of The Woodlands, and Lot 41, Block "A", as shown on said plat of The Woodlands, passing at a distance of 2,331.72 a 1/2-inch iron rod found, and continuing for a total distance of 2,332.15 feet (Record N 01° 12' 12" W, 2,333.58 feet) to a calculated point at the common corner of the 410.599 acre tract, said Lot 41 and on the south line of said remaining portion of a 1,258.002 acre tract, for the northwest corner of the 410.599 acre tract and the herein described tract, from which a 1/2-inch iron rod found on the north line of said Block "A", at a corner of said remaining portion of the aforementioned 1,258.002 acre tract bears S 86° 51' 05" W, a distance of 2,609.69 feet;

THENCE, N 86° 51' 05" E, coincident with the common line of the 410.599 acre tract, the remaining portion of a 1,258.002, a called 1.00 acre tract of land conveyed unto Hunt Communities Bastrop, LLC in Document Number 201911016 of the Official Public Records of Bastrop County, Texas, the south line of The Colony MUD 1A, Section 1, Phase B, as recorded in Cabinet 6, Page 189A of the Plat Records of Bastrop County, Texas, and the south line of the aforementioned The Colony MUD 1A, Section 1, Phase A, a distance of 7,978.80 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a north corner of the herein described tract;

THENCE, departing said common line, over and across the 410.559 acre tract the following seven (7) courses:

1. S 3°08'55" E, a distance of 829.14 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
2. S 68°24'20" E, a distance of 127.74 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve of the herein described tract;

- 3. Curving to the left, with a radius of 271.69 feet, an arc length of 109.81 feet, a central angle of 23°09'30", a chord bearing of S 79°50'37" E, 109.07 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve;
- 4. N 88°43'07" E, a distance of 140.03 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 5. N 43°41'39" E, a distance of 212.04 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 6. N 1°19'50" W, a distance of 717.59 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 7. N 24°51'52" E, a distance of 22.65 feet to the **POINT OF BEGINNING** and containing 399.878 acres of land more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE, Inc and are true and correct to the best of my knowledge. The Basis of Bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD 83.

A survey plat of even date was prepared in conjunction with this metes and bounds.

*Dion P. Albertson*

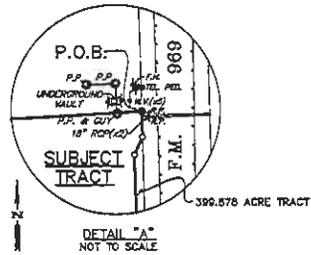
Dion P. Albertson RPLS No. 4963  
 BGE, Inc.  
 7330 San Pedro Ave, Suite 202  
 San Antonio TX 78216  
 Telephone: 210-581-3600  
 TBPLS Licensed Surveying Firm No. 10194490



12/14/2020  
 Date

Date: December 14, 2020  
 Job No: 8299-00

Exhibit A-3  
ADDITIONAL LAND



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 01°19'49" E	30.02'
L2	S 24°31'52" W	22.85'
L3	S 43°41'39" W	212.04'
L4	S 88°43'07" W	140.03'
L5	N 88°24'20" W	127.74'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	109.81'	271.59'	23°50'30"	N 79°50'37" W	109.07'

**GENERAL NOTES**

- BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83.
- MONUMENTATION AS SHOWN.
- THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY STEWART TITLE GUARANTY COMPANY UNDER GP NO. 41274, DATED EFFECTIVE FEBRUARY 25, 2021 AND ISSUED ON MARCH 4, 2021.
- THE PROPERTY LIES IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR BASTROP COUNTY, TEXAS AND INCORPORATED AREAS; MAP NUMBER 48021C0385B, REVISED JANUARY 19, 2006. ALL FLOODPLAIN BOUNDARIES SHOWN HEREON ARE APPROXIMATE AND ARE NOT DEPICTED AS A RESULT OF AN ON THE GROUND SURVEY.
- FENCES GENERALLY FOLLOW PROPERTY LINES EXCEPT AS NOTED HEREON.
- CENTERLINE OF DIRTY ROAD IS A GRAPHIC REPRESENTATION FROM AERIAL PHOTOGRAMMETRY.
- A METES AND BOUNDS OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SURVEY.

**SCHEDULE B NOTES:**

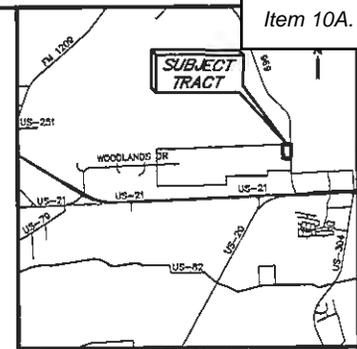
- A WATER LINE EASEMENT GRANTED TO AQUA WATER SUPPLY CORPORATION BY INSTRUMENT RECORDED IN VOLUME 1637, PAGE 796, DOCUMENT NO. 20080007078, OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT. DISTING WATER LINE IS LOCATED ALONG THE EAST PROPERTY LINE, AS MARKED ON THE GROUND BY WATER UTILITY AND SHOWN HEREON.
- AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO BLUEBONNET ELECTRIC COOPERATIVE, INC. BY INSTRUMENT RECORDED IN UNDER DOCUMENT NO. 201513514, OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT BUT CANNOT BE LOCATED FROM INFORMATION CURRENTLY AVAILABLE.

TO SIS BASTROP LLC, CLASSIC BANK NA, AND STEWART TITLE GUARANTY COMPANY:

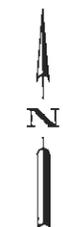
THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II SURVEY. THE FIELD WORK WAS COMPLETED ON NOVEMBER 02, 2020.

DATE OF PLAT OR MAP: MARCH 23, 2021

*Dion P. Albertson*  
 DION P. ALBERTSON, RPLS NO. 4963  
 BGE, INC.  
 7330 SAN PEDRO AVE., SUITE 202  
 SAN ANTONIO, TEXAS 78216  
 TELEPHONE (210) 381-3622  
 TBPELS LICENSED SURVEYING FIRM NO. 10194490



VICINITY MAP NOT TO SCALE



**LEGEND**

- A.E. AERIAL EASEMENT
- C.B. CABINET
- C.R.S. CATHODIC READING STATION
- F.H. FIRE HYDRANT
- L.S.E. LANDSCAPE EASEMENT
- NO. NO.
- O.P.R.B.C. OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
- O.R.B.C. OFFICIAL RECORDS OF BASTROP COUNTY
- P.P. POWER POLE
- P.R.B.C. PLAT RECORDS OF BASTROP COUNTY
- P.C. PAGE
- P.O.B. POINT OF BEGINNING
- P.U.E. PUBLIC UTILITY EASEMENT
- R.C.P. REINFORCED CONCRETE PIPE
- R.O.W. RIGHT-OF-WAY
- R.P. REFLECTOR POST
- VOL. VOLUME
- W.V. WATER VALVE
- FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
- FOUND 1/2" IRON ROD W/CAP "CBO"
- SET 1/2" IRON ROD W/ "BGE INC" CAP
- "CBO" (Symbol)
- Edge of Asphalt
- Overhead Telephone
- Overhead Electric
- Barbed Wire Fence

**BGE** BGE, Inc.  
 7330 San Pedro Ave., Suite 202, San Antonio, TX 78216  
 Tel: 210-581-3600 • www.bgeinc.com  
 TBPELS License Surveying Firm No. 10194490

**CATEGORY 1A, CONDITION II SURVEY OF A 10.599 ACRE TRACT OF LAND SITUATED IN THE NANCY BLAKEY SURVEY ABSTRACT NO. 98 BASTROP COUNTY, TEXAS**

PARTY CHIEF:	M.G.	ISSUE DATE:	03/23/2021	SHEET 1
TECHNICIAN:	C.B.	SCALE:	1"=200'	
R.P.L.S.:	D.P.A.	JOB NUMBER:	0503-00	
FIELD BOOK NAME:	70-23-28 & 79:64			

BASE FILE: C:\Users\mg\OneDrive\Documents\1022-02-Basefile\_1571.dwg

EXHIBIT \_\_\_\_\_

SIS Bastrop, LLC  
 10.599 Acres  
 Job No. 8563-00

DESCRIPTION OF A 10.599 ACRE TRACT OF LAND

FIELD NOTES FOR A 10.599 ACRE TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, IN BASTROP COUNTY, TEXAS; BEING THE REMAINING PORTION OF A CALLED 410.599 ACRE TRACT AS CONVEYED UNTO ARMELLA R. GRASSEL IN VOLUME 714, PAGE 305 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod found on the westerly right-of-way line of Farm to Market (F.M.) 969 (R.O.W. ~ 80') as shown on the plat of The Colony MUD 1A, Section 1, Phase "A", as recorded in Cabinet 6, Page 129A of the Plat Records of Bastrop County, Texas, at the southeast corner of a remaining portion of a called 1,258.002 acre tract of land as conveyed unto Hunt Communities Bastrop, LLC in Document Number 201617588 of the Official Public Records of Bastrop County, Texas, being the northeast corner of the remaining portion of said 410.599 acre tract and **POINT OF BEGINNING** of the herein described tract;

THENCE, S 01°19'49" E, coincident with the common line of said right-of-way and the remaining portion of the 410.599 acre tract, a distance of 30.02 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of a called 399.878 acre tract of land as conveyed unto Continental Homes of Texas, L.P. in Document Number 202022279 of the Official Public Records of Bastrop County, Texas, and the remaining portion of the 410.599 acre tract, for an angle point of the herein described tract;

THENCE, departing said right-of-way line, coincident with the common line of the remainder of the 410.599 acre tract and said 399.878 acre tract the following seven (7) courses:

- 1) S 24°51'52" W, a distance of 22.65 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 2) S 01°19'50" E, a distance of 717.59 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 3) S 43°41'39" W, a distance of 212.04 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the southeasterly corner of the herein described tract;
- 4) S 88°43'07" W, a distance of 140.03 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve of the herein described tract;
- 5) Curving to the right, with a radius of 271.69 feet, an arc length of 109.81 feet, a central angle of 23°09'30", a chord bearing of N 79°50'37" W, and a chord distance of 109.07 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve;

- 6) N 68°24'20" W, a distance of 127.74 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the southwesterly corner of the herein described tract;
  
- 7) N 03°08'55" W, a distance of 829.14 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the south line of the aforementioned The Colony MUD 1A Section 1, Phase "A", at the common corner of the remainder of the 410.599 acre tract and the 399.878 acre tract, for the northwest corner of the herein described tract;

THENCE, N 86°51'05" E, coincident with the common line of the remainder of the 410.599 acre tract, said The Colony MUD 1A Section 1, Phase "A", and the aforementioned remaining portion of the 1,258.002 acre tract, a distance of 551.14 feet to the **POINT OF BEGINNING** and containing 10.559 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE, Inc and are true and correct to the best of my knowledge. The Basis of Bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD 83.

An exhibit plat of even date was prepared in conjunction with this metes and bounds.

*Dion P. Albertson*

Dion P. Albertson RPLS No. 4963  
 BGE, Inc.  
 7330 San Pedro Ave, Suite 202  
 San Antonio TX 78216  
 Telephone: 210-581-3600  
 TBPELS Licensed Surveying Firm No. 10194490

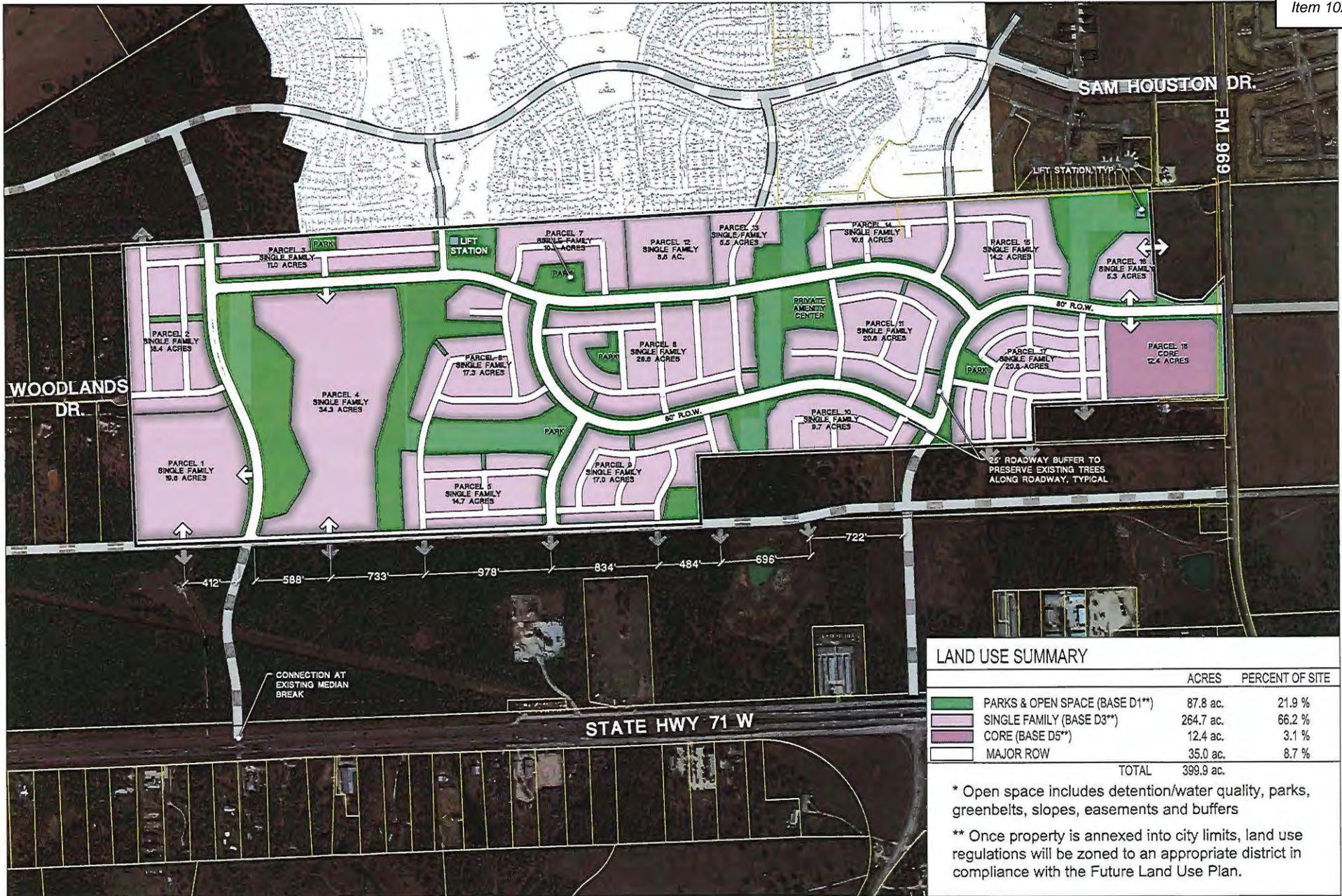


3/26/2021

Date

Date: March 26, 2021  
 Job No: 8563-00

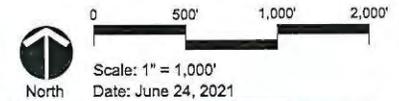
Exhibit B  
OVERALL CONCEPT PLAN



NOTE: ROADWAY ALIGNMENTS ARE CONCEPTUAL IN NATURE AND MAY BE ADJUSTED WITH FUTURE PLATTING AND CONSTRUCTION DOCUMENTS

VIRIDIAN  
CONCEPTUAL LAND USE PLAN

D.R. HORTON  
BASTROP, TEXAS



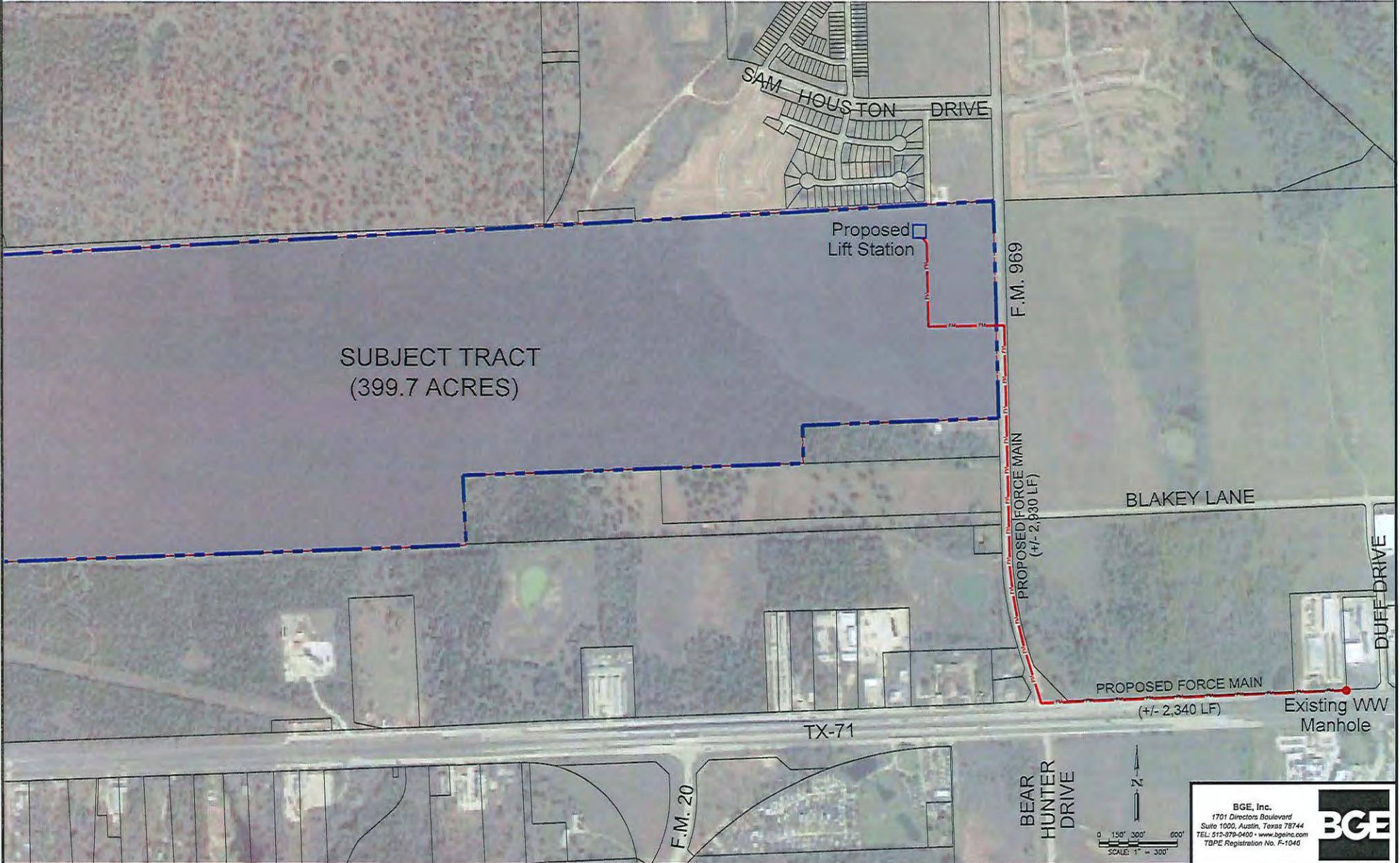
SHEET FILE: V:\202022-HORTON\CD\PLANNING\Submittal\CD Development\CD\CD\Conceptual Land Use Plan 0- Base mapping compiled from best available information. All n should be considered as preliminary. In need of verification, a subject to change. This land plan is conceptual in nature and represent any regulatory approval. Plan is subject to change.

**Exhibit D**  
**PARKLAND AND OPEN SPACE**



**Exhibit E**  
**WASTEWATER FACILITIES**

# VIRIDIAN DEVELOPMENT (OFF-SITE WASTEWATER IMPROVEMENTS)



BGE, Inc.  
1701 Directors Boulevard  
Suite 1000, Austin, Texas 78744  
TEL: 512-879-0400 • www.bgeinc.com  
TBPB Registration No. F-1040



**Exhibit F**  
**DEVELOPMENT STANDARDS**

# VIRIDIAN DEVELOPMENT STANDARDS

VIRIDIAN DEVELOPMENT STANDARD TABLES

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
BLOCK LENGTH MAX		720 FT	720 FT
DOUBLE LOADED BLOCK PERIMETER MAX.		1440 FT	1440 FT
SINGLE LOADED BLOCK PERIMETER MAX.		1320 FT*	1320 FT
AVENUE	P	P	P
CONNECTOR	P	P	P
NEIGHBORHOOD STREET	P	P	P

BLANK = BY WARRANT P = PERMITTED NP = NOT PERMITTED

\*BLOCKS THAT EXCEED 720 FT SHALL BE BROKEN UP WITH A PEDESTRIAN STREET DEDICATED TO THE HOA.

**BUILDING TYPES –  
SEC. 2.5.001**

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
REARYARD			
COMMERCIAL	NP	NP	P
APARTMENT	NP	NP	P
ROWHOUSE	NP	NP	P
SIDEYARD			
SIDEYARD	NP	NP	P
COURTYARD			
COURTYARD HOUSE	NP	P	P
COURTYARD APARTMENT BUILDING	NP	NP	P
EDGEYARD			
RANCH HOUSE, VILLA	NP	P	NP
HOUSE	NP	P	P
DUPLEX	NP	P	P
TRIPLEX, FOURPLEX	NP	NP	P

BLANK = BY WARRANT    P = PERMITTED    NP = NOT PERMITTED

**ENCROACHMENT TYPES -  
SEC. 2.5.002**

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
PORCH	P	P	P
DOORYARD	NP	NP	P
TERRACE	NP	NP	P
STOOP	NP	NP	P
LIGHTWELL	NP	NP	P
GALLERY	NP	NP	P
ARCADE	NP	NP	NP

**LOT OCCUPATION - SEC. 2.3.009**

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
LOT COVERAGE		70% max	70% max
BUILDING FRONTAGE AT BUILD- TO-LINE		40% min	60% min.
BUILD-TO-LINE		10 ft – 25 ft	5 ft – 25 ft

BLANK = BY WARRANT    P = PERMITTED    NP = NOT PERMITTED

**BUILDING HEIGHT IN STORIES -  
SEC. 2.5.003**

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
PRINCIPAL BUILDING		2 max	3 max
ACCESSORY DWELLING UNIT		2 max	2 max

**FIRST LAYER ENCROACHMENTS -  
SEC. 2.5.002**

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
OPEN PORCH	NP	P	80% max
BALCONY AND/OR BAY WINDOW	NP	P	50% max
STOOP, LIGHTWELL, TERRACE OR DOORYARD	NP	NP	P

BLANK = BY WARRANT P = PERMITTED NP = NOT PERMITTED

**R.O.W. ENCROACHMENTS -  
SEC. 2.5.002**

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
AWNING, GALLERY, OR ARCADE			P

**PARKING LOCATION -  
SEC. 2.3.007**

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
SECOND LAYER	P	P	P
THIRD LAYER	P	P	P

**RESIDENTIAL GARAGE FRONT FACADE**

SECOND LAYER	NP	P	P
THIRD LAYER	NP	P	P

**SIGNAGE**

ADDRESS SIGN	*	*	*
AWNINGS & SIGNS	NP	NP	NP
BAND SIGNS	NP	NP	NP

BLANK = BY WARRANT P = PERMITTED NP = NOT PERMITTED

\*DEFAULT AS ESTABLISHED BY THE IBC AND IRC

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
BLADE SIGNS	NP	NP	NP
MARQUEE SIGNS	NP	NP	NP
NAME PLATE SIGNS	NP	NP	NP
OUTDOOR DISPLAY CASE	P	NP	NP
SIDEWALK SIGNS	P	NP	NP
WINDOW SIGNS	NP	NP	NP
YARD SIGNS	P	NP	NP
MONUMENT SIGN	P		P

BLANK = BY WARRANT    P = PERMITTED    NP = NOT PERMITTED

## VIRIDIAN DEVELOPMENT STANDARDS ELEMENTS

**Proposed Development Types-** Development Types define specific development standards within the VIRIDIAN Development based on the proposed Land Uses.

**Development Types:**

*Open Space (Base D1)*

*Single Family (Base D3)*

*Core (Base D5)*

**Street Types** - Streets serve as the public spaces connecting places and people. They transition from natural to urban form. All modes of transportation and settlement patterns are supported by the variety of Street Types presented in this Development Standards.

**Building Types** - Building Types correspond to the Development Types and Street Types. Building Types are contained within each Development Type to confirm the intensity of development aligns with the infrastructure and building forms to support the wide variety of Building Types.

## CHAPTER 1: DEVELOPMENT TYPE DEVELOPMENT STANDARDS

### SECTION 1.1 DEVELOPMENT TYPE DEVELOPMENT STANDARDS

#### SEC. 1.1.001 DEVELOPMENT TYPES ESTABLISHED

The VIRIDIAN Development Standards are divided into 3 Development Types that are established in Section 1.1.003. All land within the Viridian Development shall be classified into one of the following Development Types in Section 1.1.003.

- (a) A summary of the Standards of the Development Types is included in 3.2 Development Type Standards, Section 2.5, Building Types, and Section 2.5.003 Building Standards by Development Type.

#### SEC. 1.1.002 DEVELOPMENT TYPE BOUNDARIES

- (a) The boundary lines shown on the Development Type Map are usually along Streets, alleys, property lines, or extensions thereof.

#### SEC 1.1.003 DEVELOPMENT TYPE ZONING DISTRICTS TABLE

##### *Open Space*

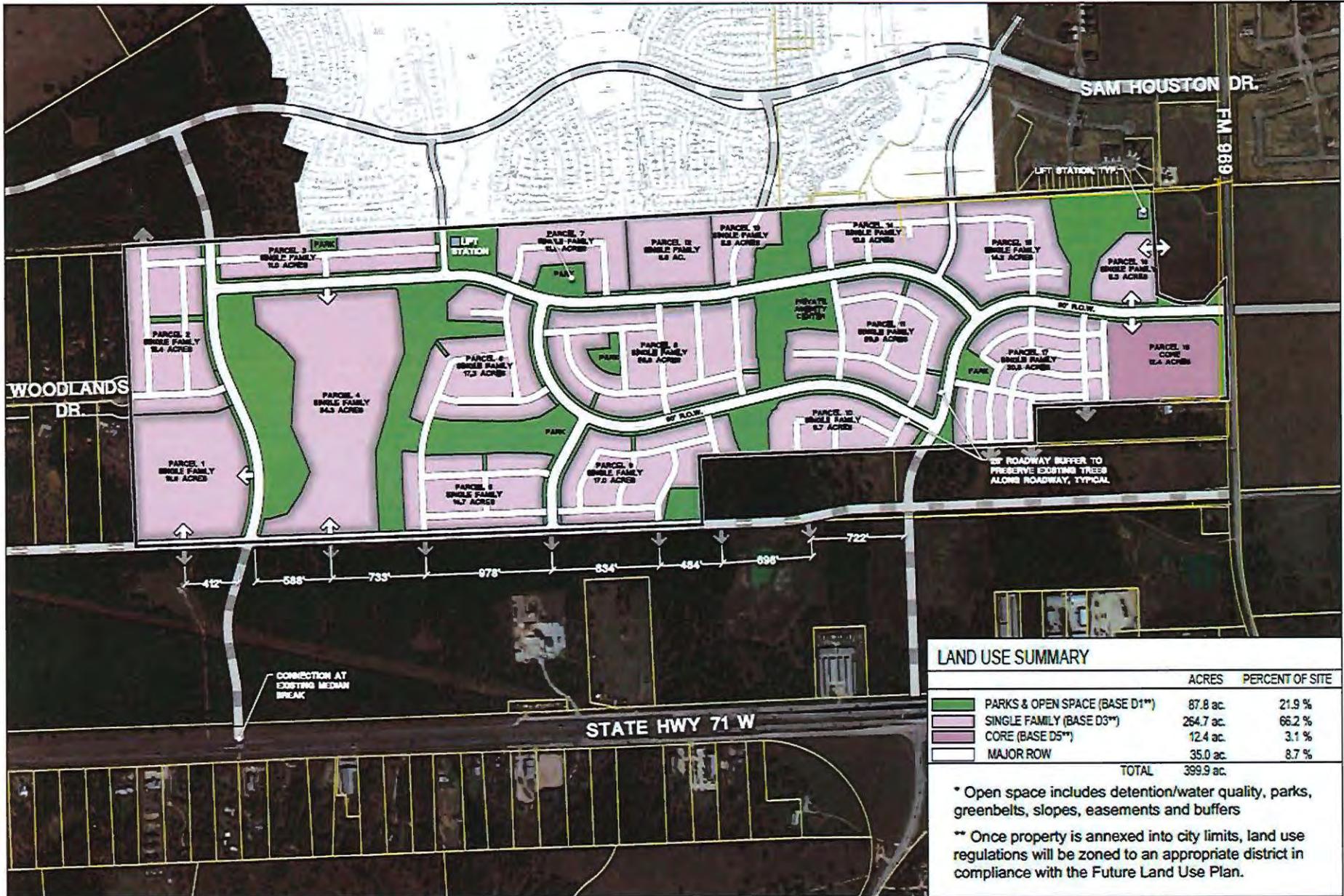
Lands in a natural state or reverting to a wilderness condition, including lands unsuitable for settlement due to topography, hydrology or vegetation. Open Space is intended to preserve areas that contain sensitive habitats, active or passive Open Spaces, parks and limited agriculture uses.

##### *Single Family*

Single Family Residential Area, planting is naturalistic and setbacks vary from relatively deep to shallow. The road and blocks may be irregular to accommodate for natural conditions. 50% of this area will consist of alley loaded Single Family Lots and 50% of Front Loaded Single Family lots.

##### *Core*

Higher density mixture of Building types that accommodate townhomes, duplex residential, commercial, retail, and apartments.



NOTE: ROADWAY ALIGNMENTS ARE CONCEPTUAL IN NATURE AND MAY BE ADJUSTED WITH FUTURE PLATTING AND CONSTRUCTION DOCUMENTS

**SEC Planning, LLC**  
 Land Planning + Landscape Architecture + Community Branding  
 AUSTIN, TEXAS  
 512.322.7800

**VIRIDIAN**  
 CONCEPTUAL LAND USE PLAN

**D.R. HORTON**  
 BASTROP, TEXAS

0 500' 1,000' 2,000'  
 North  
 Scale: 1" = 1,000'  
 Date: June 24, 2021

SHEET FILE: V:\2022\HORTON\Viridian PLANNING\Bastrop\CA Development\Bastrop\Conceptual Land Use Plan 6-24-21.dwg  
 Base mapping compiled from best available information. All map should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

## CHAPTER 2: VIRIDIAN PRIVATE REALM DEVELOPMENT STANDARDS

### SECTION 2.1 GENERAL

#### SEC. 2.1.001 INSTRUCTIONS

- (a) Lots and buildings located in the Private Realm within the Viridian Development shall be subject to the requirements of this section.
  - (1) Lots and buildings shall be regulated according to the Building Type, Lot Occupation, Building placement, Building height, Private Frontage, use, parking spaces, parking placement, landscaping and signage Standards.
- (b) Regulatory terminology related to private lots used in this section is diagrammed for illustrative purposes only.
- (c) A running total of Single-Family front loaded versus Single-Family alley loaded lots will be provided with each plat to verify compliance with D-3 ratio.

### SECTION 2.2 PERMITTING REQUIREMENTS

- (a) Building or Construction permits shall not be issued for Development or redevelopment of private lots prior to the approval of a Building or Site Plan drawn to scale with the following details:
  - (1) For preliminary Site and Building plan approval:
    - A. See B3 Technical Manual for Site Plan Review requirements.
    - B. See the Bastrop Development Manual for review timeline and Site Plan Checklists.
  - (2) Individual home applications in Single Family and two-family development as defined by the IRC is exempt from the Site Plan process.
  - (3) Building and Site Plans submitted under this Code shall be prepared by the Applicant and shall be submitted for Administrative Approval once all Code Standards are met.
  - (4) All development will follow City of Bastrop Building Codes in effect at the time of permitting.

## SECTION 2.3 GENERAL LOT STANDARDS

### SEC. 2.3.001 LOT DIMENSIONS

- (a) Lot width is measured between the side Lot lines at the Street Setback line.
- (b) Lots may have multiple Frontages as illustrated on Figure 6.1. One Frontage Line is designated the Primary Frontage Line and all remaining Frontage Lines are designated as Secondary Frontage Lines.
- (c) Lots shall be divided into regulatory Layers as illustrated on Figure 6.1 and Figure 6.2. Standards for the second and third Layers pertain only to the Primary Frontage. Standards for the First Layer pertain to both Frontages.
  - (1) The First Layer is the area of a Lot from the Frontage Line to the Facade of the Principal Building.
  - (2) The Second Layer is the area of the Lot set behind the First Layer to a depth of 20 feet in all Development Types.
  - (3) The Third Layer is the area of a Lot set behind the Second Layer and extending to the rear Lot Line.
    - A. The location of the Build-to-Line, on Infill properties, is established on Section 2.5.003 Building Standards per Development Type.
- (d) All buildings and Structures must be located at or behind the side or rear International Building Code (IBC) or International Residential Code (IRC) separation line and must comply with the following lot setbacks:
  - a. 5 ft Sideyard Setback (Reduced to 3 ft on lots 40 ft wide or narrower when the adjacent exterior walls shall comply with the fire resistance requirements established in the International Fire Code, International Building Code and/or International Residential Code) for Residential
  - b. 10 ft Rearyard Setback

SEC. 2.3.002 LOT LAYERS & FRONTAGE LINES

Table 6.1:

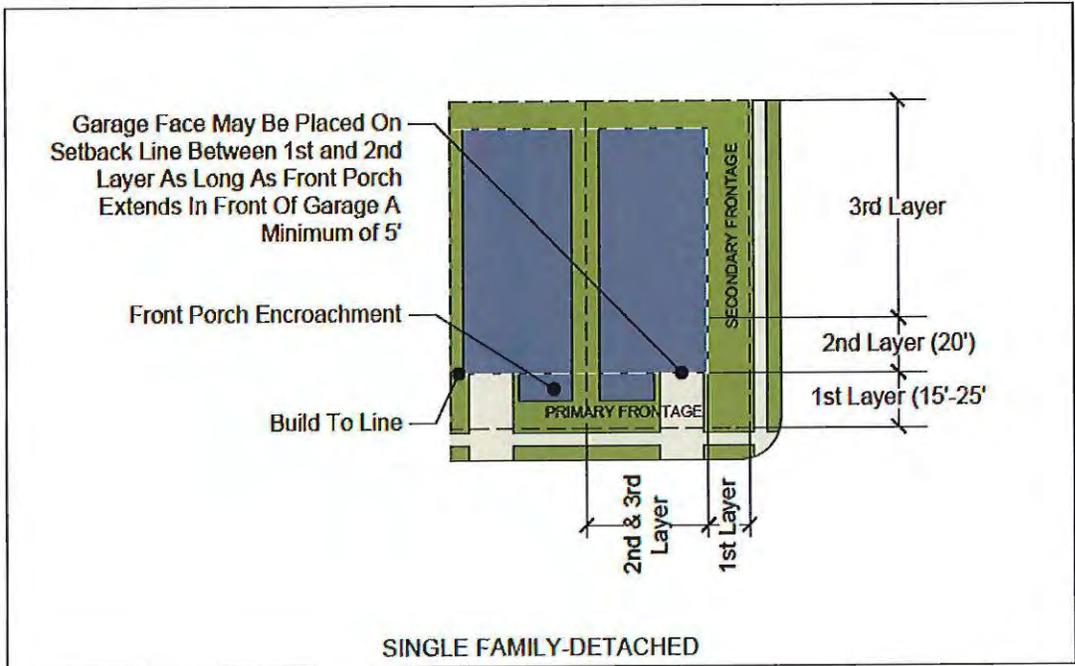


Table 6.2

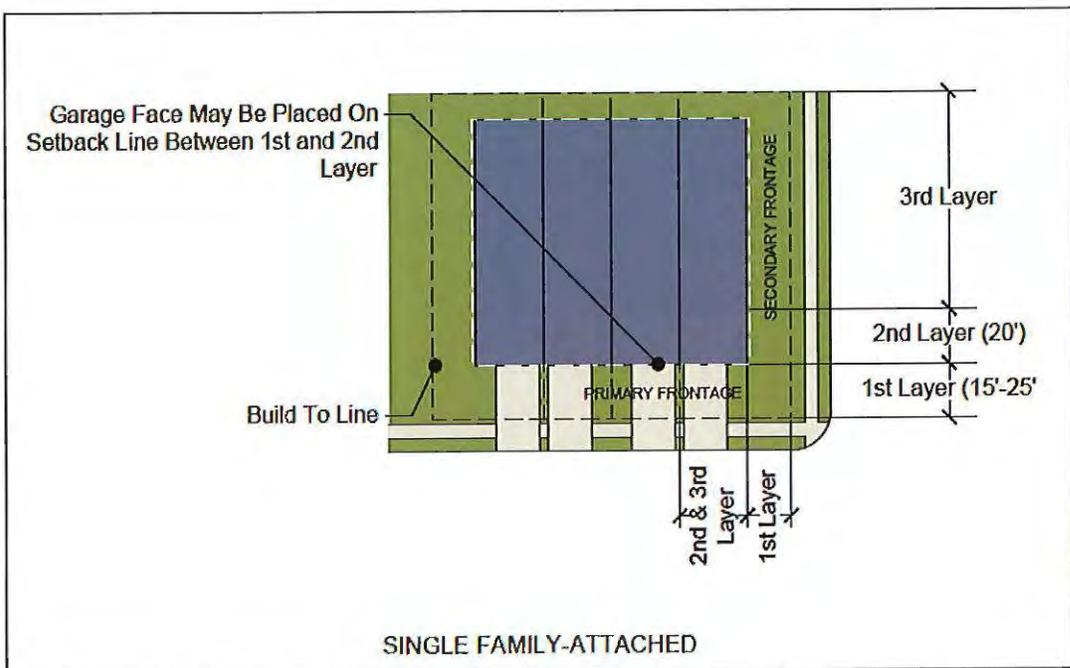
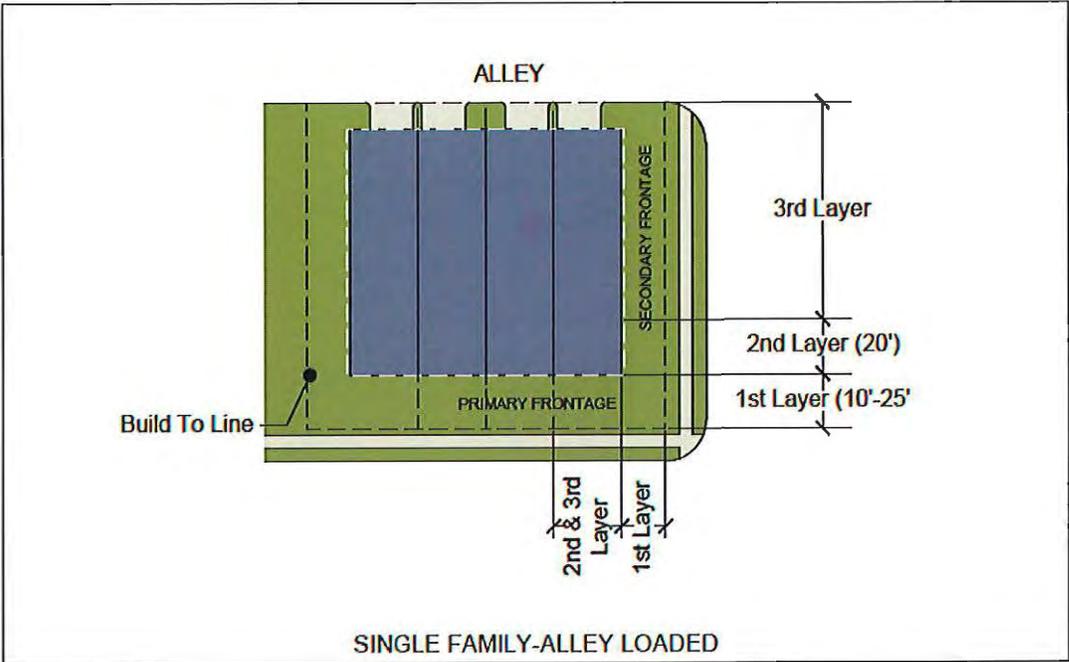


Table 6.3



### SEC. 2.3.003 BUILDING PLACEMENT

- (a) Principal buildings shall be positioned on a Lot in accordance with Section 6.5.003 Building Standards per Place Type.
  - (1) The First Layer is the area of land between the Frontage Line and the Build-to-Line. The First Layer is measured from the Frontage Line.
  - (2) The required Build-to-Line is the minimum percentage of the front Building Facade that must be located within the First Layer, measured based on the width of the Building divided by the width of the Lot.
  - (3) A Building Facade must be placed within the First Layer for the first 30 feet along the Street extending from any Block corner.
    - A. All Structures and encroachments customarily allowed on the Lot are permitted in the First Layer.

### SEC. 2.3.005 BUILDING SEPARATION

- (a) Fences and screening walls may extend into the IBC Building separation line and Alley Setback.
- (b) Side and Rear Building separation will be determined by the IBC as adopted by the City and per the setbacks established on Section 2.3.001 (d)

### SEC. 2.3.006 ALLEYS & DRIVEWAY LOCATIONS

- (a) Driveways:
  - (1) Where Alleys are present, all vehicular access shall be provided from the Alley.
  - (2) Where a Lot does not have access to an Alley, driveways are allowed in accordance with this section.
  - (3) Driveways shall be located as far from the adjacent public Street intersection as practical to achieve maximum available corner clearance, with consideration of property limits, adjacent Curb cuts, topography, and existing Drainage facilities. Non-Alley loaded driveways may intersect a Street no closer than twenty (20) feet from the intersection of 2 Street rights-of-way in Single Family Development Type, and forty (40) feet Core Development Type.
  - (4) Mid-Block lots greater than 40' in width at the Frontage are allowed one Driveway with a maximum width of 24' for two-way and 12' for one-way driveways.
  - (5) In Open Space or Core Development Type, driveways accessing up to 80 feet wide of Street right-of-way must be spaced 200 feet apart centerline to centerline, and driveways accessing more than an 80 feet wide Street right-of-way must be spaced 300 feet apart centerline to centerline.
  - (6) Nothing in this section shall prevent all Site access to any property.

## SEC. 2.3.007 PARKING

- (1) Residential garage access is permitted from the public Street or from an Alley.
- (2) Residential garage front facades must begin, a minimum of 5 ft behind the front of the house.
- (3) Parking spaces provided internal to a Lot shall be located entirely behind the minimum rear Setback as specified by Building Type and Development Type.
- (4) For the purposes of this Section the front of the house is defined as the front edge of the front porch.

## SEC. 2.3.008 CROSS ACCESS CONNECTIONS

- (a) Cross-access easements and connections to adjoining properties shall be required to connect driveways and parking lots where no Alley is present.
- (b) Internal vehicular circulation areas shall be designed and installed to allow for cross-access between abutting lots;
- (c) In the event these conditions cannot be met without undue hardship or if such connections would create undesirable traffic flow, the connection requirement will be permitted
- (d) Where a parking lot connection is required, an easement for ingress and egress to adjacent lots shall be recorded on the Plat or by separate instrument as appropriate.
- (e) Additional Standards shall be found in the B3 Technical Manual

## SEC. 2.3.009 LOT OCCUPATION

- (a) In Single Family Development Type, three buildings may be built on each Lot, one Principal Building and two Accessory Units or Accessory Dwelling Units as generally illustrated on Section 2.4 Lot Structure Description & Diagram.
- (b) Lot coverage by buildings (i.e. impervious surface requirements) are specified in Section 2.5.003.A.
- (c) For Building height see standard by Development Type. If the Building height is undefined in this document see the International Building Code as adopted by the City of Bastrop.
- (d) Stories may not exceed 14 feet in height from finished floor to finished ceiling, except for a first floor Commercial Building, which shall be a minimum of 11 feet with a maximum of 25 feet.
- (e) In the 100-year Floodplain, a first level Residential or lodging shall be raised a minimum of 2 feet from the Base Flood Elevation.

### SEC. 2.3.010 PRIVATE FRONTAGE

- (a) Permitted Encroachments into the First Layer of any Lot are specified in Section 2.5.002, Permitted Encroachments per Development Type. Terminology used to identify these elements is diagrammed for illustrative purposes only.
- (b) The Facade of the Principal Building shall be built parallel to the Frontage Line or to the tangent of a curved Frontage Line of a Lot, and along a minimum percentage of the Frontage width at the Build-to-Line as specified as Facade Buildout in Section 2.5.003, Building Standards per Development Type.
- (c) Openings above the first Story shall not exceed 50% of the total Building wall area, with each Facade being calculated independently.
- (d) All opening, including porches, galleries, Arcades, and windows, with the exception of shopfronts, shall be square or vertical in proportion.

### SEC. 2.3.011 ARTICULATION GUIDELINES

The front elevation of all homes shall contain wall plane articulation. No elevations shall be a single wall plane across the entire width of the front elevation. Each front elevation shall contain a minimum of two of the following elements, to be identified on the architectural plans submitted for building permit:

- (a) A minimum of two wall planes on the front elevation, offset a minimum of 18 inches
- (b) Covered front porch or patio with a minimum size of 60 square feet
- (c) A side-entry or swing-in garage entry (for garage doors that do not face the front street)
- (d) A garage door recessed from the primary front façade a minimum of five feet (for garage doors that face the front street)
- (e) Enhanced garage door materials (wood, ornamental metal, decorative door, window inserts and hardware, painted or stained to match house)
- (f) Shed roof or trellis (at least 18" deep) above garage door for additional architectural detail
- (g) A combination of at least two roof types (e.g., hip and gable) or two different roof planes of varying height and/or direction
- (h) Two or more material finishes to complement the architectural style of the home
- (i) The addition of one or more dormers on the front elevation to complement the architectural style of the home

### SEC. 2.3.012 LIGHTING STANDARDS

All light fixtures, including security lighting, except street lamps, shall be aimed or shielded so that the direct illumination shall be confined to the property boundaries of the source. Particular care is to be taken to assure that the direct illumination does not fall onto or across any public or private street or road. Motion sensing lighting fixtures shall be properly adjusted, according to the manufacturer's instructions, to turn off when detected motion ceases.

No new mercury vapor light fixtures or replacement equipment other than bulbs shall be sold or installed for use as outdoor lighting within the city after the effective date of this Ordinance.

Search lights, laser source lights, strobe or flashing lights, motion or illusion lights or any similar high-intensity light shall not be permitted, except in emergencies by police and fire personnel at their direction or as permitted in section 45.11. Does not include movie projection in conjunction with 'Movies in the Park' or an approved special event permit.

Total outdoor light output, excluding streetlights used for illumination of public rights-of-way, of any development project shall not exceed 100,000 lumens per net acre, averaged over the entire property.

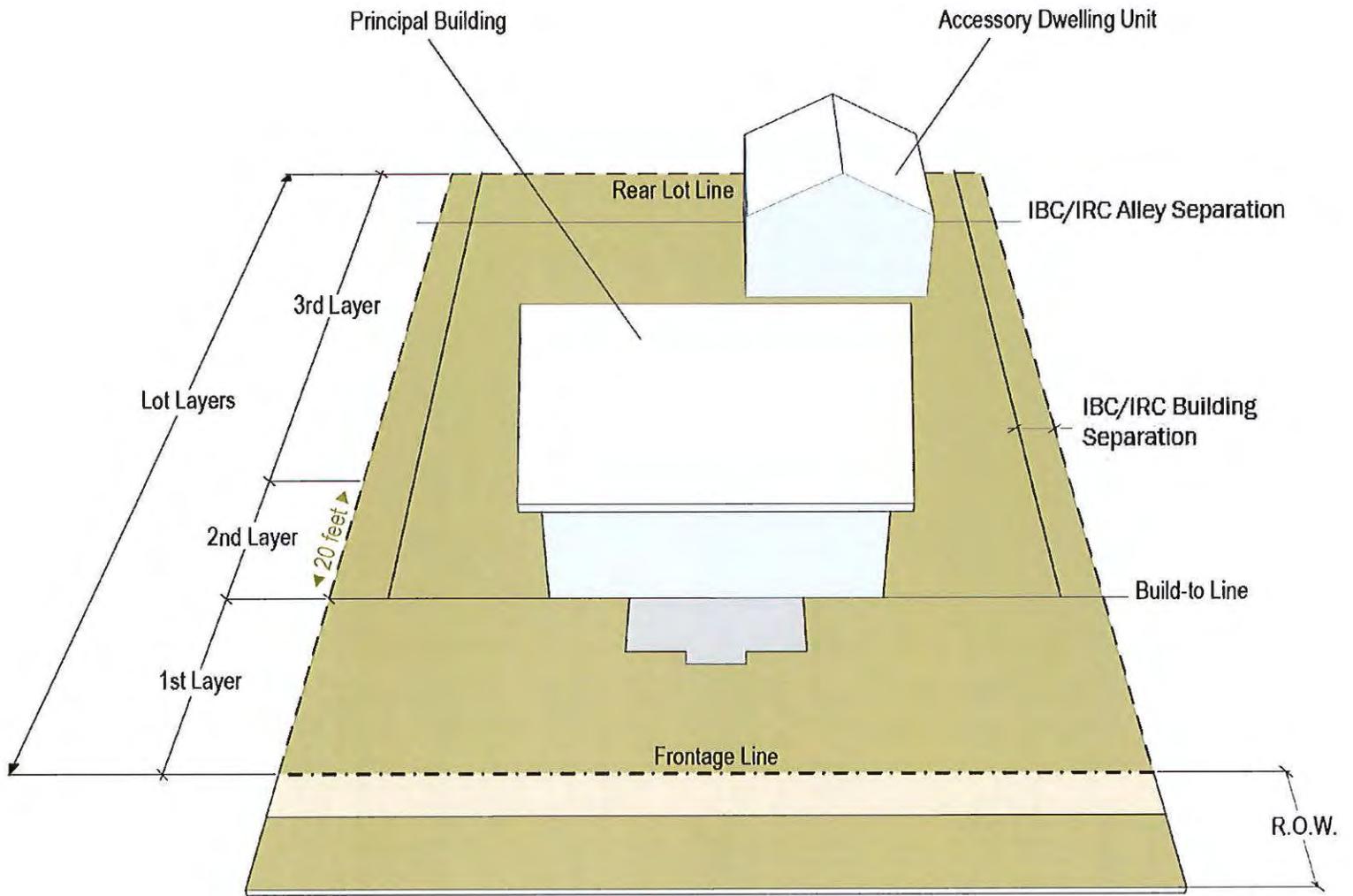
Lighting used for all externally illuminated signs shall conform to all restrictions of this section and shall be fully shielded.

Parking lot lighting standards. Lighting standards (poles) shall be sized in such a manner that the top of any luminary does not exceed 30 feet above adjacent grade, unless otherwise approved by the City Council.

SECTION 2.4 LOT STRUCTURE DESCRIPTION & DIAGRAM

BUILDINGS	
Principal Building	The main Building on a Lot.
Accessory Structures	A secondary Building usually located toward the rear of the same Lot as a Principal Building such as a garage, carport, or workshop and may include a dwelling unit, but no more than two per Lot.
LOT LAYERS	
First Layer	The area of a Lot from the Frontage Line to the Facade of the Principal Building.
Second Layer	The area of a Lot set behind the First Layer to a depth of 20 feet in all Development Types.
Third Layer	The area of a Lot set behind the Second Layer and extending to the rear Lot Line.
LOT	
Build-to-Line	The minimum percentage of the front Building Facade that must be located within the First Layer.
Lot Width	The length of the Principal Frontage Line of a Lot.
Frontage Line	Where the Property Line meets R.O.W.
Rear Lot Line	Where the Property Line meets Alley R.O.W. or an adjoining side/ rear property line.

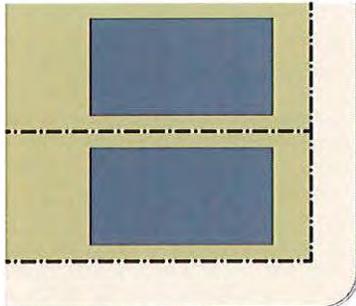
LOT STRUCTURE DIAGRAM



## SECTION 2.5 BUILDING TYPES

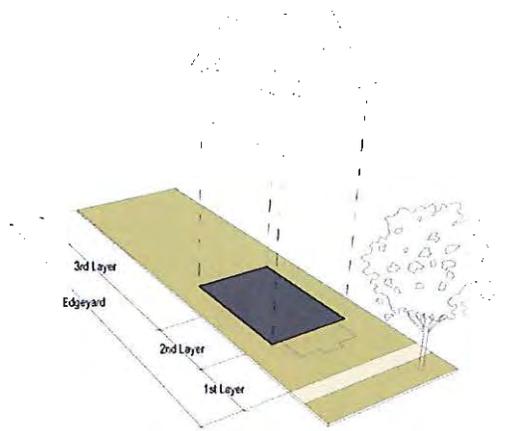
### (a) EDGEYARD

The placement of a Building within the boundaries of its Lot to create an Edgeyard around the Building, with IBC separation and setbacks per Section 2.3.001 (d) on all sides. This is the least urban of types as the front yard sets the Building back from the Public Frontage, while the side yards weaken the spatial definition of the Thoroughfare in front of the Building.

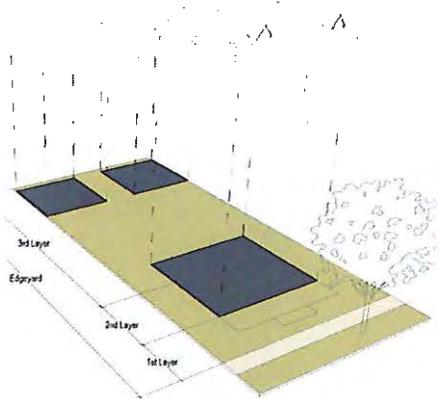


**GENERAL PLACEMENT**

Variants:, House, Duplex, Triplex, Fourplex



**HOUSE**

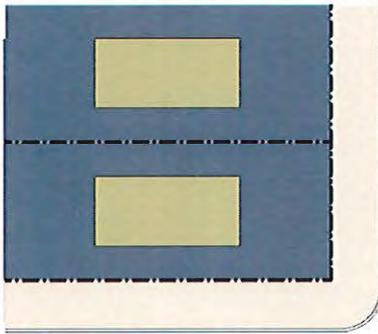


DUPLEX, TRIPLEX, FOURPLEX

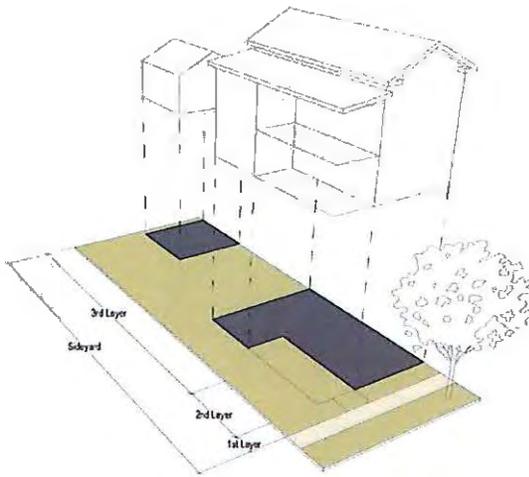
**(b) SIDEYARD**

The placement of a Building within the boundaries of its Lot to create a private Sideyard, with a Setback to one side. A shallow Front Setback defines a more urban condition. If the adjacent Building is similar with a blank side wall, the yard can be quite private. This type permits systematic climatic orientation response to the sun or the breeze. If a Sideyard House abuts a neighboring Sideyard House, the type is known as a twin or double House.

Variants: Sideyard House



**GENERAL PLACEMENT**

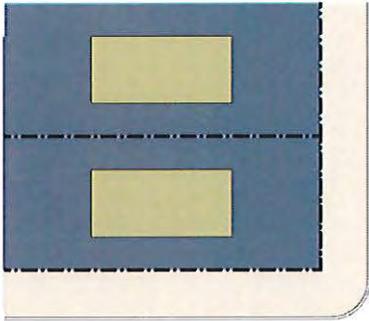


**SIDEYARD**

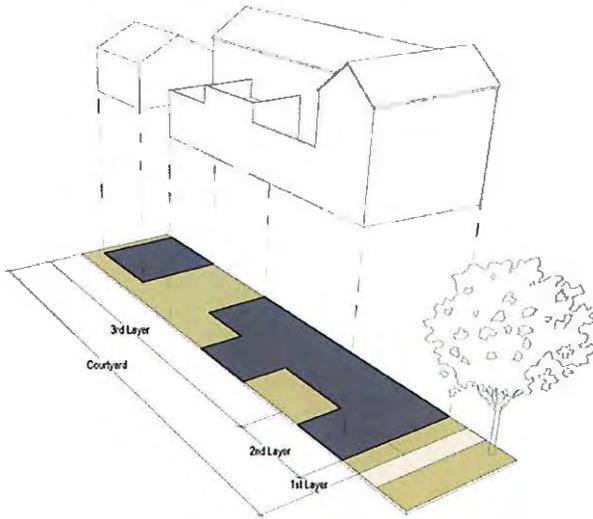
**(c) COURTYARD**

A Building placed within the boundaries of its Lot to create a private Courtyard, while internally defining one or more private patios. Common walls shared with adjacent buildings create a continuous Facade along the Frontage Line that steadily defines the public Thoroughfare in front of the Building. This is the most urban of types, as it is able to shield the Private Realm from all sides.

Variants: Courtyard House, Courtyard Apartment Building



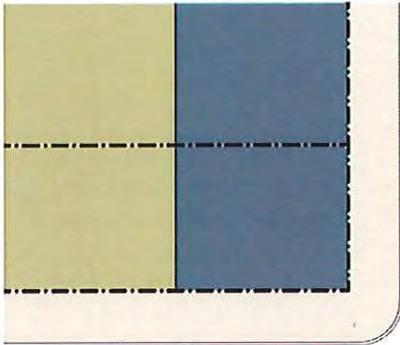
**GENERAL PLACEMENT**



**COURTHOUSE**

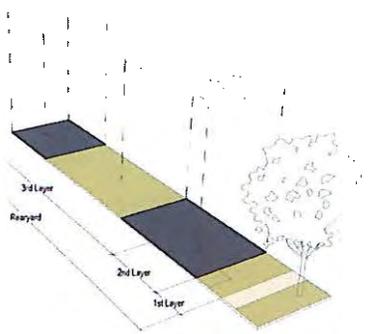
**(d) REARYARD**

The placement of a Building within the boundaries of its Lot to create a Rearyard, leaving the rear of the Lot as private space or available for dedicated parking in its Commercial form. Common walls shared with adjacent buildings create a continuous Facade along the Frontage Line that steadily defines the public Thoroughfare in front of the Building. Rear elevations may be articulated for functional purposes.

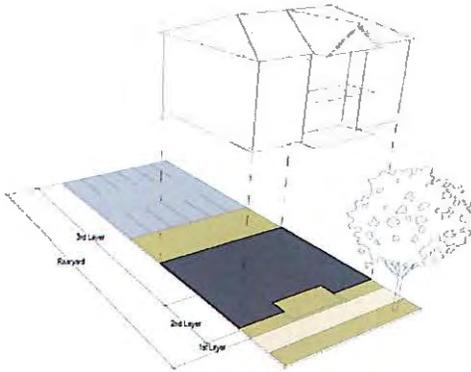


**GENERAL PLACEMENT**

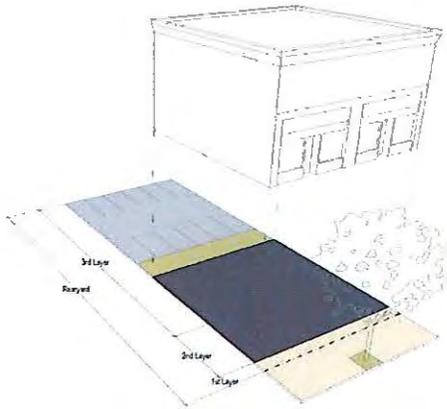
Variants: Rowhouse, Apartment Building (5+ Units), Commercial Building, Live-Work Building, Mixed-Use Building,



**ROWHOUSE**



**APARTMENT BUILDING**



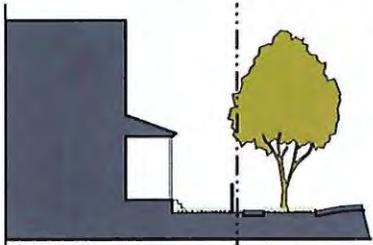
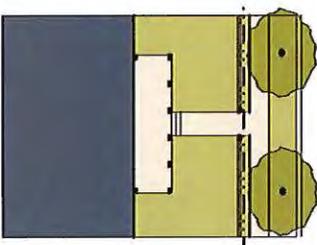
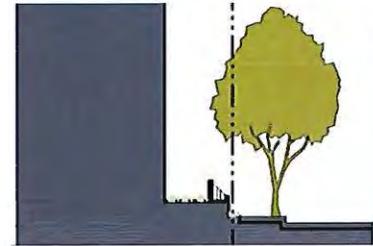
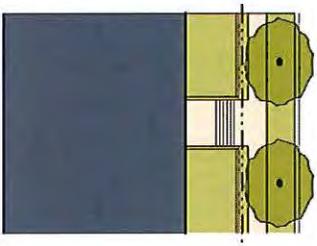
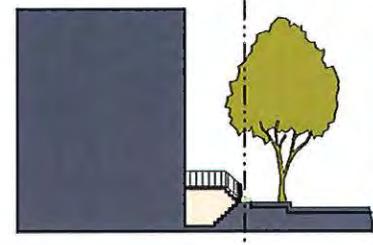
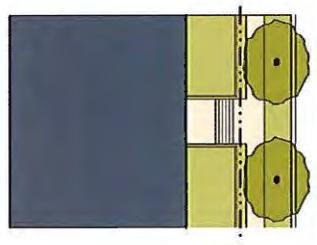
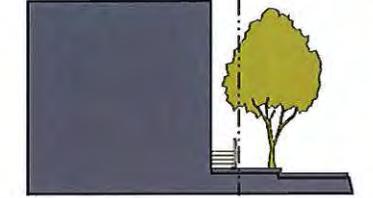
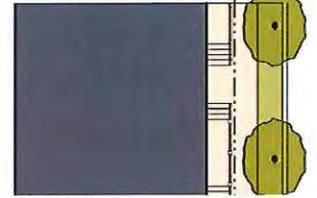
**COMMERCIAL BUILDING**

SEC 2.5.001 PERMITTED BUILDING TYPES PER DEVELOPMENT TYPE

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
<b>A: REARYARD</b>			
COMMERCIAL BUILDING		NP	P
APARTMENT BUILDING	NP	NP	P
ROWHOUSE	NP	NP	P
<b>B: SIDEYARD</b>			
SIDEYARD	NP	NP	P
<b>C: COURTYARD</b>			
COURTYARD HOUSE	NP	P	P
COURTYARD APARTMENT BUILDING	NP	NP	P
<b>D: EDGEYARD</b>			
RANCH HOUSE, VILLA	NP	P	NP
HOUSE	NP	P	P
DUPLEX	NP	P	P
TRIPLEX, FOURPLEX	NP	NP	P

BLANK = BY WARRANT    P = PERMITTED    NP = NOT PERMITTED

SEC 2.5.002 PERMITTED ENCROACHMENTS PER DEVELOPMENT TYPE

	Private Realm	Public Realm	SF	CORE	DESCRIPTION
PORCH			P	P	A roof covered raised platform
DOORYARD			NP	P	An elevated front yard extending to the Frontage Line, buffering it from Pedestrian activity of the Sidewalk.
TERRACE			NP	P	An elevated, paved patio or veranda at the entrance to a Building. This type is suitable for first floor Commercial Uses as an outdoor seating area.
STOOP			NP	P	An exterior stair and landing leading to an elevated first Story of a Building.

	Private Realm	Public Realm	SF	CORE	DESCRIPTION
LIGHTWELL			NP	P	An exterior stair and landing leading to a below grade Story of a Building.
GALLERY			NP	P	An attached cantilevered shed or a lightweight colonnade extending from a Building Facade to overlap the sidewalk.
ARCADE			NP	P	Colonnade supported upper stories of a Building projecting over the Sidewalk, where the Facade of the first Story remains or behind the Frontage Line.

P=PERMITTED NP=NOT PERMITTED

## SEC 2.5.003 BUILDING STANDARDS PER DEVELOPMENT TYPE

**LOT OCCUPATION - SEC. 2.3.009**

DEVELOPMENT TYPE	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
LOT COVERAGE		70% max	70% max
BUILDING FRONTAGE AT BUILD-TO-LINE		40% min	60% min
BUILD-TO-LINE		10/15 ft – 25 ft	5 ft – 20 ft

**BUILDING HEIGHT IN STORIES -  
SEC. 2.5.003**

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
PRINCIPAL BUILDING	NP	2 max	3 max
ACCESSORY DWELLING UNIT	NP	2 max	2 max

**FIRST LAYER ENCROACHMENTS -  
SEC. 2.5.002**

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
OPEN PORCH	NP	50%	80% max
BALCONY AND/OR BAY WINDOW	NP	50%	50% max
STOOP, LIGHTWELL, TERRACE OR DOORYARD	NP	NP	P

BLANK = BY WARRANT    P = PERMITTED    NP = NOT PERMITTED

**R.O.W. ENCROACHMENTS -  
SEC. 2.5.002**

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
AWNING, GALLERY, OR ARCADE		NP	To within 2 ft of the curb*

BLANK = BY WARRANT    P = PERMITTED    NP = NOT PERMITTED

\*WITH LICENSE TO ENCROACH INTO THE RIGHT OF WAY

PARKING LOCATION - SEC. 2.3.007			
	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
SECOND LAYER	P*	P	P*
THIRD LAYER	P*	P	P

BLANK = BY WARRANT    P = PERMITTED    NP = NOT PERMITTED

\*SUBJECT TO SCREENING REQUIREMENTS

## CHAPTER 3: VIRIDIAN PUBLIC REALM DEVELOPMENT STANDARDS

### SECTION 3.1 STREETS & PUBLIC REALM

#### SEC. 3.1.001 GENERAL

- (a) Development located within the Viridian Development shall be subject to the requirements of this Section.
- (b) **Street Arrangement:** The Viridian Transportation Plan establish the foundation for the Mandatory Street Network. All Streets shall be continuous or in alignment with existing Streets unless variations are deemed advisable due to topography and requirements of traffic circulation.
- (c) **Street Design:** To assure adequate and proper Streets, a soils evaluation report by a licensed Engineer shall be required. This report shall be submitted with the plans and specifications for Street improvements. Generally, all Streets shall be surfaced with one of the surfaces indicated below with Curb and gutter as set forth in and built according to the current City of Bastrop Construction Standards Manual and Details.
- (d) **Street Widths:** Avenue Roads shall have a minimum dedicated right-of way of 80 feet and a minimum paving width Curb to Curb of 36 feet. Connector Streets used to primarily serve neighborhoods shall have a minimum dedicated right-of-way of 60 feet and a minimum (paving) width Curb to Curb of 32 feet. Neighborhood and Local Streets shall have a minimum dedicated right-of-way of 55.5 feet with a minimum paving width Curb to Curb of 28 feet.
- (e) **Intersections:**
  - (1) All Streets, major, neighborhood connector must intersect at an angle no less than 80 degrees or greater than 100 degrees. Unless existing Site constraints will not allow for this alignment.
  - (2) Curbs at acute angle intersections, shall have 25 foot radii at acute corners.
  - (3) Each new Street intersection with, or extending to meet, an existing Street, shall be tied to the existing Street on center line.
  - (4) **Minimum Curb radius at intersections:**
    - A. Avenue Roadway - 20 foot
    - B. Local Connector - 15 foot
    - C. Neighborhood Street - 10 foot

## (f) Cul-De-Sacs:

- (1) Dead-end Streets must be avoided unless approved due to geographically sensitive areas, topography, railroad tracts, or another physical barrier.
- (2) Dead-end Streets may be platted where the land being divided adjoins property not being divided, in which case the Streets shall be carried to the boundaries thereof. Streets designed to be permanently dead-end shall not be longer than 500 feet and shall be provided at the closed end with a paved cul-de-sac at least 80 feet in diameter.
- (3) Temporary turnarounds are to be used at the end of a Street more than 300 feet long that will be extended in the future.

(g) Street Names: New Streets shall be named to provide continuity of name with existing Streets and to prevent conflict with identical or similar names in other parts of the City, as determined by the 911 coordinator for the City and/or County.

(h) Private Streets: To prevent future conflicts regarding Street maintenance, private Streets are prohibited, except where justified by special considerations. Private Streets may be permitted by approval of the City Council after evaluation of such considerations.

(i) Street Signs: Street Signs are required at all intersections. Signs will meet current City Sign Standards or match the existing Street Signs of the adjacent joining Streets.

## (j) Alleys:

- (1) Pavement Type: Alleys shall be paved with reinforced concrete conforming to Street paving requirements.
  - A. Alternative Construction methods may be approved by the Director of Engineering.
- (2) Width: A minimum paved width of 16 feet and a minimum right-of-way of 20 feet shall be required for all alleys.
- (3) Drainage: Adequate Drainage shall be provided with paved sections or by swales to drain all lots to Streets without Drainage easements through lots where possible. The depth of Swale shall be as required for Drainage with a minimum longitudinal slope of 1/2 of 1.5% percent toward a Street or Drainage easement.
- (4) Streets and Alleys shall be designed by a register engineer meeting the specifications of this manual and the City of Bastrop Construction Standards Manual.

(k) If there are deviations from the Viridian Development Master Transportation Plan and the City of Bastrop Major Thoroughfare Map, the Director of Planning & Development may require a Traffic Impact Analysis to be administratively reviewed and approved.

## SECTION 3.2 NEW STREETS

### SEC. 3.2.001 STREET RIGHT-OF-WAY WIDTH

- (a) Street right-of-way width for Thoroughfare Master Plan Streets must be dedicated as specified in the Viridian Development Master Transportation Plan.
- (b) Alignments may be adjusted and approved administratively by the Director of Planning & Development if significant topographical or environmental constraints are found.
- (c) Sufficient right-of-way must be dedicated to the City/County for Streets and sidewalks, in accordance with the Master Transportation Plan. Typical Street right-of way widths are illustrated in this Section.
- (d) Additional right-of- way beyond that shown in the applicable Street typical cross-section will be provided to accommodate turn lanes when warranted.

### SEC. 3.2.002 MEASUREMENT OF STREETS & PUBLIC REALM

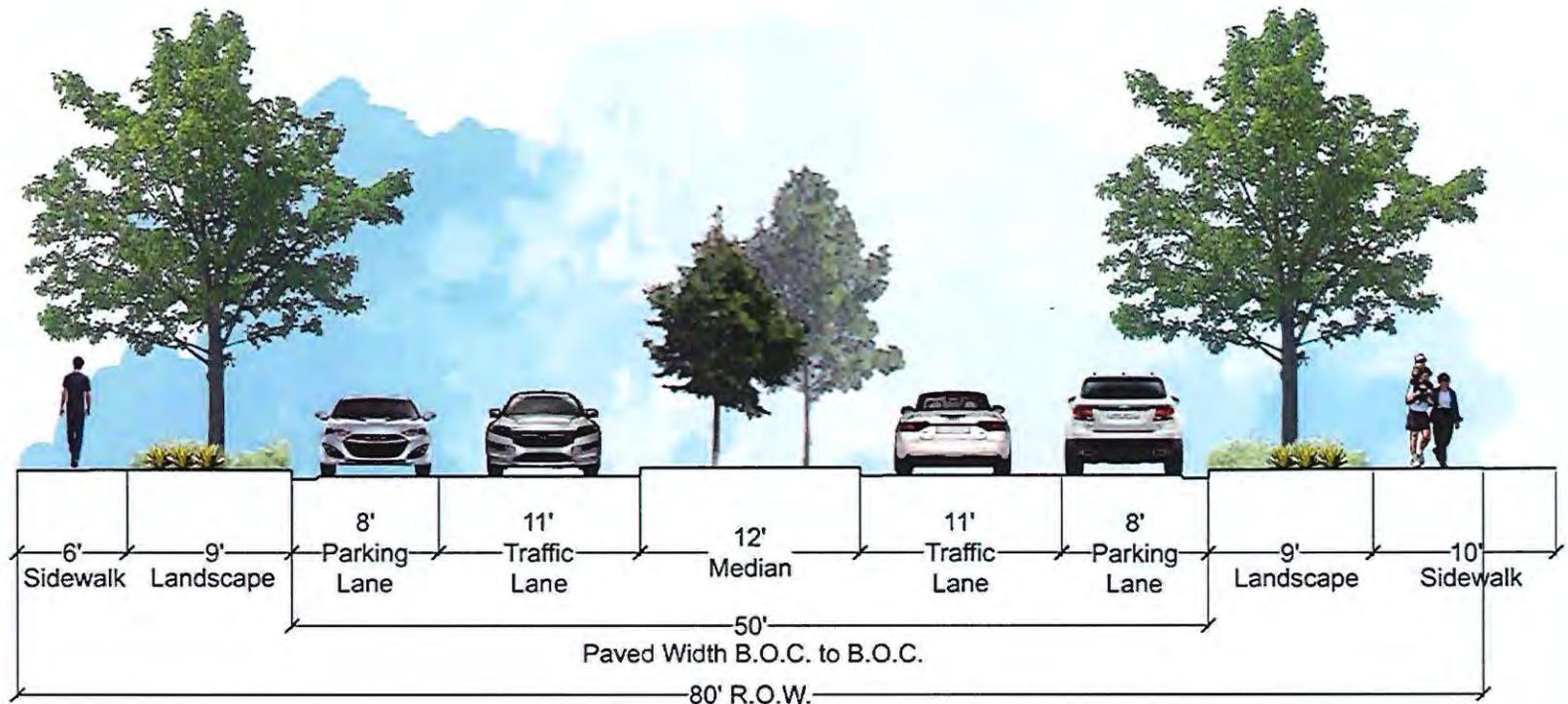
- (a) Face of Curb. All measurements of parking spaces and lane widths are taken from the Face of Curb and are inclusive of the gutter.
- (b) Pavement Markings. All measurements of parking spaces and lane widths are made to the center of pavement markings.

## SECTION 3.3 STREET TYPES

Streets Types have been provided which correspond back to the built environment they serve.

(a) The Street Types are separated into three categories:

- (1) Primary Multimodal Street: Avenue (80' R.O.W.) - provide a higher degree of mobility than most of the grid network by serving travel between major destinations or activity centers, as well as providing local cross-City route alternatives to the major highway routes. These streets should be designed as walkable, low to moderate speed thoroughfares that carry both through and local traffic pedestrian, and bicyclists, these will be considered in compliance with this Section by following the requirements established in Section 3.3.001
- (2) Connector (60' R.O.W.) - provide a higher degree of direct access to abutting property. These Streets should be designed as walkable, low- speed Streets, that connect different Development Types and neighborhoods together, these will be considered in compliance with this Section by following the requirements established in Section 3.3.002
- (3) Neighborhood Street A (55.5' R.O.W.) – provide a higher degree of direct access to abutting property. These Streets should be designed as walkable, low-speed Streets, these will be considered in compliance with this Section by following the requirements in Section 3.3.003



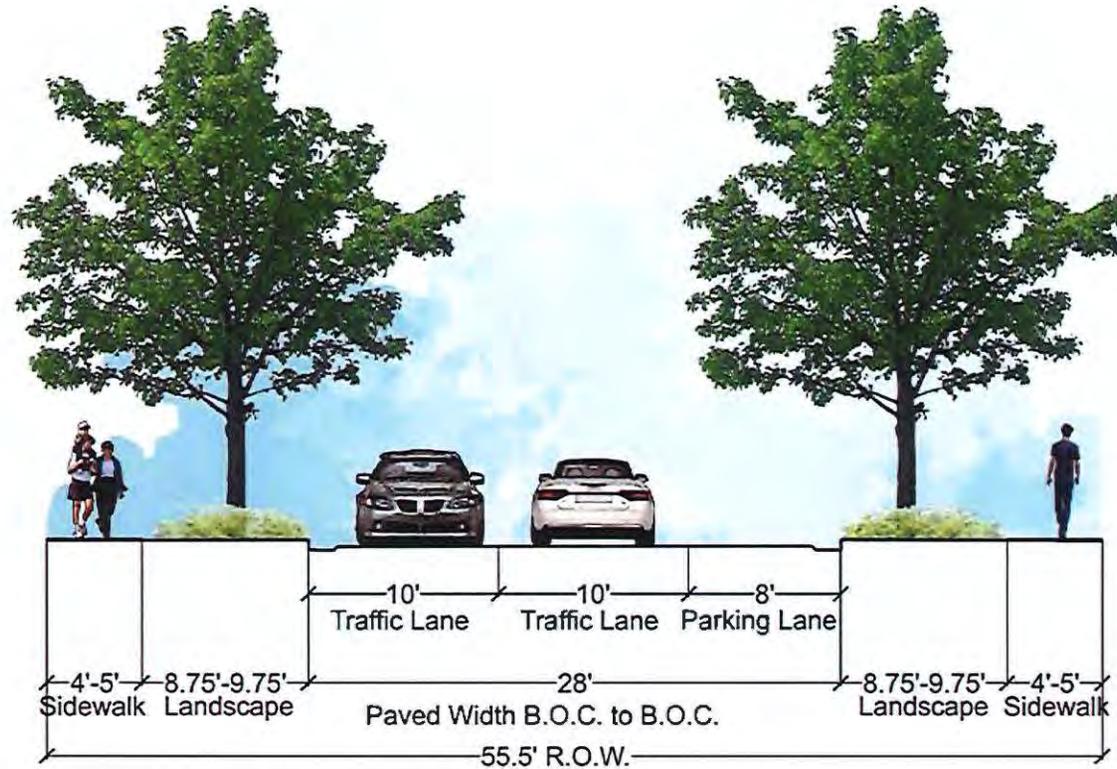
**AVENUE STREET**

Note: Need street lights at all intersections and significant bends, and shall not exceed 175' of spacing.

Note: 10' sidewalk provided on one side of avenue. Sidewalks may meander in and out of the right of way and into adjacent landscape lot.



SEC. 3.3.003 NEIGHBORHOOD STREET "A"

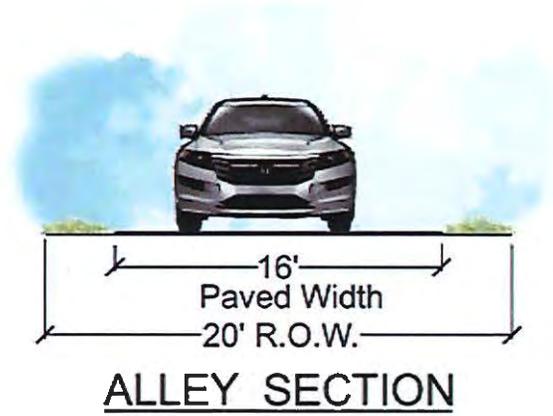


\*4' SIDEWALK IF HOUSING PRODUCT IS FRONT LOADED.  
 \*5' SIDEWALK IF HOUSING PRODUCT IS ALLEY LOADED.

**NEIGHBORHOOD STREET**

Note: Need street lights at all intersections and significant bends, and shall not exceed 175' of spacing.

SEC. 3.3.004 ALLEY SECTION





### SEC. 3.3.006 COMPLIANCE WITH THE VIRIDIAN MASTER TRANSPORTATION PLAN

- (a) Intent : The pattern of Streets on the Viridian Master Thoroughfare Plan is intended to create a connected Street network that provides a variety of routes for Pedestrian, Bicycle and vehicular traffic, while respecting the conditions of the natural environment.
- (b) the location of internal Streets may vary from their locations on the Viridian Master Transportation Plan, subject to the following conditions:
  - (1) The proposed arrangement meets the intent of the Viridian Master Transportation Plan.
  - (2) Overall connectivity to adjacent tracts shall not be decreased.
  - (3) Approved Administratively by the Director of Planning and Development.

### SEC. 3.3.007 PUBLIC FRONTAGE STANDARDS

- (a) Street Types may be configured a variety of patterns and layouts along different Street Types. Street designs and must include:
  - 1. The type of Drainage located adjacent to the vehicle lane;
  - 2. The Furnishing Zone area provided to accommodate Street Trees, Public Infrastructure, and Public Furniture; and,
- (b) The Public Frontage of Streets shall be designed as specified in this document and constructed in accordance with the B3 Technical Manual.
- (c) The paving design of the Walkway shall be continuous for the extent of each Block Face.
- (d) Sidewalks are required on all Primary Multimodal Streets, Neighborhood Streets and Local Connector Streets. The width and location of sidewalks shall be in accordance with the appropriate Street cross-section as defined in this document. The area between Curb and Sidewalk shall be excavated or filled to provide a uniform grade to match with the longitudinal Street grade. The ground elevation at the right-of-way line shall be not more than 2 feet nor less than 3 inches above the elevation of the top of the adjacent Curb. All sidewalks shall be of a continuing common surface, not interrupted by steps or abrupt changes in level. Wherever sidewalks end, at cross Streets or parking areas, they shall bend to a common level by constructing handicapped ramps in compliance with Americans with Disabilities Act (ADA) dimensions and Standards. All the broom-swept smooth and uniform to provide a non-slip surface. Construction details shall be in accordance with the City's standard specifications and B3 Technical Manual.

- (e) Street Lights shall be provided at all intersections, significant bends and shall not exceed 175 ft in spacing.

### SEC 3.3.008 TRAFFIC & MITIGATION

- (a) The purpose of this section is to ensure Development within the Viridian Development is supported by an adequate roadway network to accommodate the continuing growth and Development of the City and its jurisdictional area. Acquisition of new rights-of-way for off-site, abutting, and internal Streets to support new Development is necessary and desirable. The City requires that:
  - (1) Development impacts are mitigated through contributions of Street rights-of-way and/or improvements to existing and new roadways; and
  - (2) New developments contribute their roughly proportionate share of the costs of needed transportation improvements; and
  - (3) Adequate infrastructure for new Development is adequately evaluated and addressed.
- (b) There must be a rough proportionality between the traffic impacts created by a new Development and requirements placed on the property owner or Applicant for new Development to dedicate and improve off-site, abutting, and internal Street rights-of-way to City Standards. The City will evaluate the Project and determine what dedications, if any, are required to address both the nature and extent of the impact that results from the proposed Development. The City desires to assure that Development impacts are mitigated through contributions of Street rights-of-way and transportation system improvements, and those new developments contribute their share of the costs of transportation improvements. It is the City's intent to institute a procedure to assure mandatory dedications of Street rights-of-way and Street Construction requirements are proportional to the transportation demands created by a new Development.
- (c) If the traffic impact will affect a state-controlled highway then the Applicant must coordinate the necessary improvements with the Texas Department of Transportation (TxDOT). Prior to the Final Plat being submitted the Applicant must have obtained an agreement on the necessary road improvements and submit an agreement between the City of Bastrop and the Applicant to meet the requirements established by TxDOT. This will require the Applicant to coordinate with TxDOT and request TxDOT to submit the necessary contract documents between TxDOT and the City of Bastrop to use as a basis for the transportation agreement between the City of Bastrop and the Applicant. A Final Plat cannot be recorded until the agreement has been finalized and the necessary funds (or, alternatively, approved fiscal assurance instruments) are deposited with the City of Bastrop or TxDOT.

SEC. 3.3.009 ALLEY CONSTRUCTION

- (a) Intent  
Alleys will serve the development to distribute services and vehicles to the rear of the lots. Limiting the interruptions into the Public Realm adds to Walkability.
  
- (b) Alleys surface types will be as follows:
  - (1) Width: A minimum width of 16 feet and a minimum right-of-way of 20 feet shall be required for all Alleys.
  - (2) Drainage: Adequate Drainage shall be provided with paved sections or by swales to drain all lots to Streets without Drainage easements through lots, where possible. The depth of Swale shall be as required for Drainage with a minimum longitudinal slope of 0.5% toward a Street or Drainage easement.

## SECTION 3.4 ALLOCATION & STRUCTURE OF BLOCKS

### SEC. 3.4.001 BLOCKS

- (a) The Viridian Master Transportation Plan provides the basic framework for the Block configurations. The internal Street Network shall be structured to define blocks with the following maximum Block lengths and Block Perimeters (not including exterior R.O.W. dedication):
- Open Space – Unrestricted
- Single Family - 720 ft max / 1,440 ft. perimeter for double loaded block / 1,320 ft for single loaded block
- Core - 720 ft max / 1,440 ft. perimeter for double loaded block / 1,320 ft for single loaded block
- (b) Block Faces, within Single Family and Core Place Types, exceeding 720 feet shall be equipped with a 20' Pedestrian way, dedicated to the HOA.
- (c) Blocks adjacent to undeveloped land, areas unsuitable for Development, or pre-existing incomplete blocks may be exempt from Block Face length and Block perimeter requirements by Warrant.
- (d) Blocks with more than one Development Type designation shall use the most intense designation to inform the Block Face length and Block Perimeter.
- (e) Creative and alternative Block configurations can be selected in the Pattern Book.



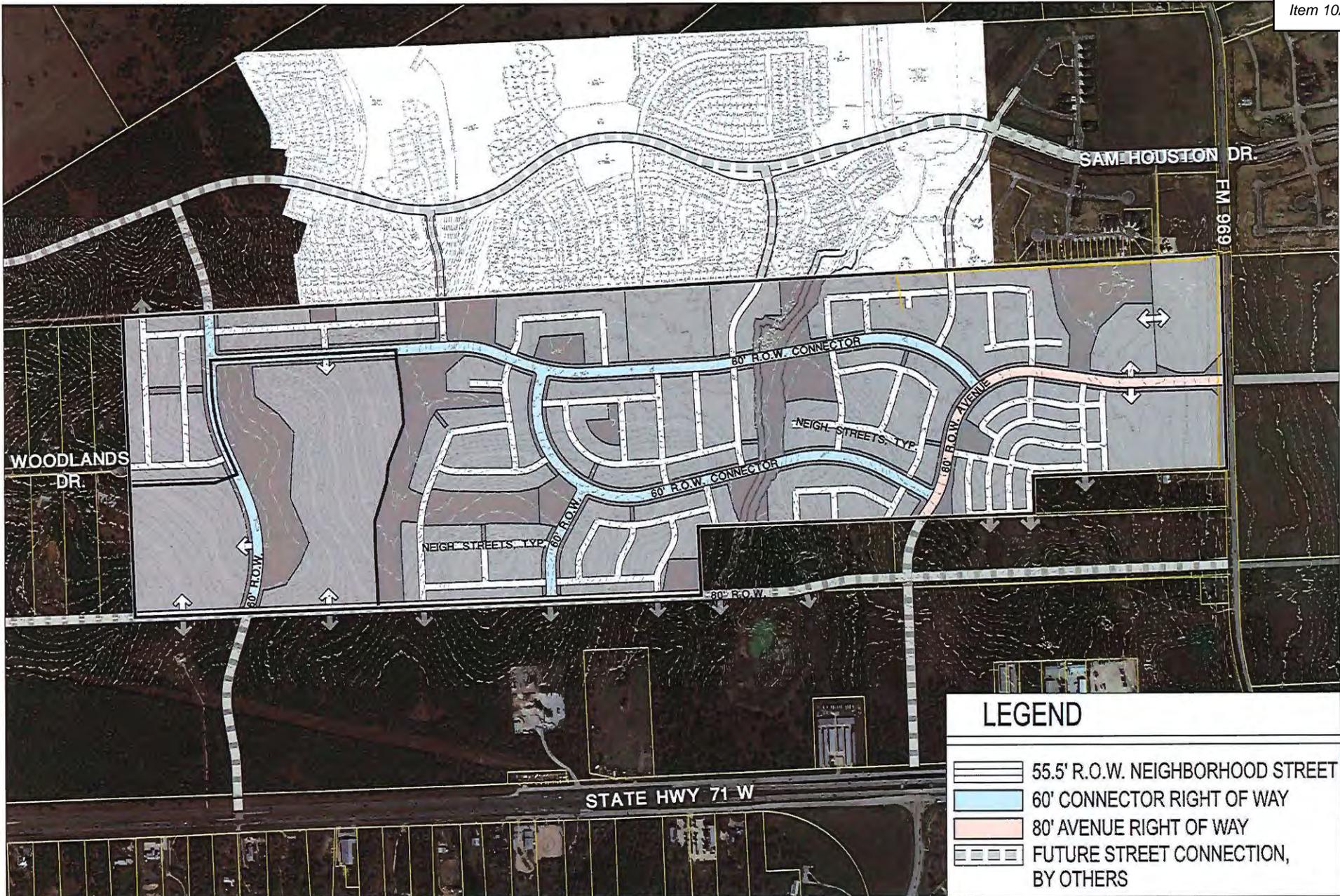
## SECTION 3.6 WATER & WASTEWATER

- (a) **Water Lines:** The Applicant shall provide all water lines necessary to properly serve each Lot of the Development and ensure that existing and/or new water facilities can supply the required demand for domestic use and for fire protection at the desired pressure. The Applicant shall bear all costs for extending water service from existing City water lines to the Development. All water lines and service connections shall meet the current City of Bastrop Construction Standards. The Applicant shall submit a certificate to the DRC certifying that the system has been designed in accordance with the current requirements of the state regulatory agency and the City of Bastrop.
- (b) **Fire Hydrants:** Fire hydrants will be provided at a maximum spacing of 500 feet in Residential areas and 300 feet in Commercial or industrial areas. All hydrants shall be standard three-way post-type dry barrel hydrants complying to AWWA Standards with 6 inch or larger connections to mains. Fire hydrants shall be in accordance with current City of Bastrop Construction Standards.
- (c) **Wastewater Lines:** The Applicant shall provide all sewer lines necessary to properly serve each Lot of the Development and ensure that existing lines and facilities can adequately serve the proposed Development. The Applicant shall bear all costs for extending existing City sewer lines and facilities to service the proposed Development. All sewer lines and service connections shall meet the current City of Bastrop Construction Standards. Connection to the City's wastewater collection system shall only be permitted if the recipient of City sewer service is also a recipient of City of Bastrop water service at the location being connected.
- (d) **Septic systems** will not be permitted within a standard division of land. Septic systems must comply with the City Utility Standards, permits, and process if approved by City Council.
- (e) See the B3 Technical Manual for additional Standards.

## SECTION 3.7 EASEMENTS

- (a) The Applicant platting property shall dedicate easements as follows:
- (1) All easements created prior to the subdividing of any tract of land must be shown on the preliminary Plat. The Applicant shall Plat lots and dedicate easements for utilities and Drainage ways in the following manner:
    - A. Easements for utilities, Drainage ways, or Transmission Lines shall be retained on front, side, and/or rear Lot lines as required by the City and utility companies. Easements across parts of a Lot other than as described above shall be required as deemed necessary and most appropriate by the City. The DRC shall require access for ease of maintenance of all easements.
  - (2) Off-site Easements:
    - A. Easements in areas adjoining a proposed Development necessary to provide adequate Drainage thereof or to serve such Development with utilities shall be obtained by the Applicant prior to Final Plat approval.
  - (3) Privately-owned Easements.
  - (4) See the B3 Technical Manual for Standards for Easements.

**Exhibit G**  
**ROADWAY PLAN**



NOTE: ROADWAY ALIGNMENTS ARE CONCEPTUAL IN NATURE AND MAY BE ADJUSTED WITH FUTURE PLATTING AND CONSTRUCTION DOCUMENTS

**SEC Planning, LLC**  
 Land Planning + Landscape Architecture + Community Branding  
 AUSTIN, TEXAS  
 1.512.246.7341  
 www.secplanning.com | info@secplanning.com

VIRIDIAN  
 CONCEPTUAL ROADWAY EXHIBIT

**D.R. HORTON**  
 BASTROP, TEXAS



North

0 500' 1,000' 2,000'

Scale: 1" = 1,000'  
 Date: April 09, 2021

LEGEND	
	55.5' R.O.W. NEIGHBORHOOD STREET
	60' CONNECTOR RIGHT OF WAY
	80' AVENUE RIGHT OF WAY
	FUTURE STREET CONNECTION, BY OTHERS

SHEET FILE: V:\000202-HORTON\CadFiles\PLANNING\Submittals\DA Development Exhibit\Conceptual Roadway Exhibit.dwg

Base mapping compiled from best available information. All should be considered as preliminary, in need of verification, subject to change. This land plan is conceptual in nature and represent any regulatory approval. Plan is subject to change

**Exhibit I**  
**PID TERM SHEET**



**DEVELOPER’S PROPOSED TERMS  
CITY OF BASTROP, TEXAS  
VIRIDIAN PUBLIC IMPROVEMENT DISTRICT  
4/13/2021**

The following limitations and performance standards will apply to the proposed Viridian Public Improvement District (the “PID”) as proposed by D.R. Horton (“the Developer”) to the City of Bastrop, TX (“the City”) in connection with the development of approximately 1,372 lots as the Viridian master planned community (“the Project”):

**PUBLIC IMPROVEMENT DISTRICT**

**FINANCING CRITERIA**

- 1. **Maximum Authorized Improvements to be funded by PID bonds (“PID Bonds”) to be issued are estimated to be:** \$95,000,000
- 2. **Maximum total equivalent tax rate including PID annual installment:** \$3.00/\$100
- 3. **Maximum years of capitalized interest:** 2
- 4. **Maturity of bonds (to extent allowed by law):** 30 years
- 5. The aggregate principal amount of bonds required to be issued will not exceed an amount sufficient to fund: (i) the actual costs of the qualified public improvements (ii) required reserves and capitalized interest during the period of construction and not more than 12 months after the completion of construction and in no event for a period greater than 3 years from the date of the initial delivery of the bonds and (iii) any costs of issuance. Provided, however that to the extent the law(s) which limit the period of capitalized interest to 12 months after completion of construction change, the foregoing limitation may be adjusted to reflect the law(s) in effect at the time of actual bond issuance.

**MISCELLANEOUS**

- 1. **No General Obligation or Certificate of Obligation bonds will be utilized by the City to fund the PID.**
- 2. **No PID bonds will be issued without the approval by the City of a Service and Assessment Plan (“SAP”) for the PID.**
- 3. **The PID may seek bond issues as a reimbursement for Authorized Improvements upon completion of the construction of such Authorized Improvements subject to compliance with these standards.**

4. Special assessments on any given portion of the Project may be adjusted in connection with subsequent PID Bond issues as long as the special assessments are determined in accordance with the SAP. Special assessments on any portion of the Project will bear a direct proportionate relationship to the special benefit of the public improvements to such portion. Scheduled special assessments will not be increased on any lot once conveyed to an end user.
5. All of the City's reasonable and customary costs with respect to issuance of the PID Bonds and creation of the PID will either be funded by the Developer or paid from PID Bond proceeds. The City and the Developer will agree to a budget for the City's costs, including ongoing PID administrative expenses, in advance of the preparation of bond documents. Ongoing administrative costs of the PID will be paid through the annual installments of the special assessments and will be determined by a competitive bidding process from qualified service providers.
6. It is agreed that the improvements to be funded by the PID are defined as Authorized Improvements under Texas Local Government Code Section 372.003.
7. It is agreed that all principal landowners funding Authorized Improvements will provide any required continuing disclosure obligations associated with the issuance of PID Bonds as required under the PID Bond indenture or any other regulatory agreement or regulatory agency.
8. The appraiser preparing the appraisal required in connection with the PID Bonds will be selected by the City in consultation with the Developer and all reasonable fees will be paid by the Developer.
9. The underwriter for the PID Bonds will be selected by the City and the Developer.
10. No additional cash deposit, security or surety, beyond the land and any improvements on the land, will be provided by the Developer, or its assignees, in connection with the PID Bonds unless so required by the Underwriter for the PID Bonds.
11. PID Bonds will be issued by the City upon request by the Developer and approval by the City Council following: receipt of an appraisal, financial analysis, and other professional services and due diligence reasonably necessary to support the request.
12. This term sheet will remain in place and in force until such time and date that a final Financing Agreement is executed by the City and the Developer.
13. It is understood by the Developer that the submittal of this document does not indicate that the City has agreed to the terms outlined herein.

**EXHIBIT J**

**MEMORANDUM OF AGREEMENT**

THE STATE OF TEXAS     §  
  §  
BASTROP COUNTY         §

THIS MEMORANDUM OF AGREEMENT is executed for the purpose of evidencing, of record, the existence of that certain Annexation and Development Agreement dated effective as of July 13, 2021 (the "Agreement"), by and among the **City of Bastrop, Texas**, a Texas Home Rule City (the "City") and **CONTINENTAL HOMES OF TEXAS, L.P.**, a Texas limited partnership (herein referenced as "Horton"). Horton is an owner of that certain real property located in Bastrop County, Texas, as described on **Exhibit "A"** ("Property"). The Agreement provides for, among other things, certain restrictions and commitments imposed and made in connection with the development of the Property. In addition, the Agreement establishes, defines, protects and clarifies, among other things, certain development rights, entitlements, land uses, intensity, and other physical aspects of the Property.

NOTICE TO BUYERS: ANNEXATION OF ALL OR A PORTION OF THE PROPERTY BY THE CITY IS CONTEMPLATED. BY ACCEPTING A DEED TO ALL OR A PORTION OF THE PROPERTY, EACH FUTURE OWNER OF PROPERTY GRANTS ITS CONSENT TO SUCH ANNEXATION.

The rights, obligations and benefits established pursuant to the Agreement shall run with the land comprising the Property and shall be binding upon all future owners of property in the Property. This instrument is executed solely for the purpose of (i) recording notice of the Agreement in the Official Public Records of Bastrop County, Texas, (ii) providing notice to future owners of property in the Property that land uses and development intensities are flexible and may change within the Property without notice, and (iii) providing notice to future owners of any of the Property that annexation of all or a portion of the Property by the City is contemplated and that by accepting a deed to any portion of the Property, they are consenting to such annexation. This instrument does not alter, amend or modify the Agreement. A copy of the Agreement may be obtained from either NEU or the City.

**CITY:**  
CITY OF BASTROP,  
a Texas home rule city  
By: *Paul A. Hofmann* Printed Name: \_\_\_\_\_  
Title: *City Manager* *Paul A. Hofmann*  
Date: *9/10/21*

**OWNER:**

**Continental Homes of Texas, L.P.**  
(a Texas limited partnership)

By: CHTEX of Texas, Inc.  
(a Delaware corporation)  
Its General Partner

By: *ARC*  
Name: Adib R Khoury  
Title: Asst Secretary

STATE OF TEXAS           §  
  §  
COUNTY OF BASTROP   §

**THIS MEMORANDUM OF AGREEMENT** was acknowledged before me on this 22 day of JULY, 2021, by ADIB R. KHOURY, ASSISTANT SECRETARY on behalf of CHTEX of Texas, Inc., a Delaware corporation, general partner of Continental Homes of Texas, L.P., a Texas limited partnership, on behalf of entities.



(SEAL) *Jenifer Kindel*  
Notary Public, State of Texas

**RESOLUTION NO. R-2021-65**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BASTROP, A HOME RULE CITY AND CONTINENTAL HOMES OF TEXAS, L.P., A TEXAS LIMITED LIABILITY COMPANY, FOR 399.9+/- ACRES OF LAND OUT OF THE NANCY BLAKEY SURVEY ABSTRACT 98, TO THE WEST OF FM 969, LOCATED WITHIN THE CITY OF BASTROP EXTRATERRITORIAL JURISDICTION, AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, Owner owns approximately 399.9 acres of land, more or less, located in Bastrop County, Texas, described in the attached Exhibit "A" (the "Property"). The Property is located within the City's extraterritorial jurisdiction ("ETJ") and not within the ETJ or corporate limits of any other municipality; and,

**WHEREAS**, Owner, or its successors, will develop the Property as a residential development with some high-density commercial projects that will include recreational facilities, parks and greenbelt areas, as provided in this Agreement, and in accordance with the Concept Plan, attached hereto as Exhibit "A", which shows the general locations of the land use areas as currently configured and development standards that outline allowed development types and cross-section for proposed roadways; and,

**WHEREAS**, The City holds a Certificate of Convenience and Necessity for sewer service issued by the Texas Commission on Environmental Quality (the "TCEQ") or a predecessor agency, recognizing the City's right to provide sewer service to the Property, and the City has an agreement with AQUA Water Supply Corporation to be the retail provider of water provider to the Property as it is within the City's sewer CCN; and,

**WHEREAS**, The Property is not currently served by water, wastewater, drainage facilities, roads, or parks and recreation facilities, and, although there are parks and recreation facilities within the City and roads abutting the Property, there are no such facilities located upon the Property; and,

**WHEREAS**, The Parties desire to establish the agreed components of the land use, water, wastewater, streets, parks, drainage and other infrastructure required for the development of the Property pursuant to the Concept Plan and the Development Standards, as defined below, and the agreed process for the construction, conveyance, and financing thereof on the terms and conditions set forth in this Agreement; and,

**WHEREAS**, Owner shall request annexation of the Property into the corporate boundaries of the City when requested, to enable the Owner to obtain the benefits of this Agreement and to define, protect, and clarify approvals to be granted with respect to development of the Property pursuant to the Concept Plan and this Agreement; and,

**WHEREAS**, The Parties desire to establish certain restrictions and commitments to be imposed and made in connection with the development of the Property; to provide increased certainty to the City and Owner concerning development rights, entitlements, arrangements, and commitments, including the obligations and duties of the Owner and the City, for a period of years;

and to identify planned land uses and permitted intensity of development of the Property before and after annexation as provided in this Agreement, which is promulgated under the City of Bastrop's Home Rule Charter ("City Charter"), and state law, including, but not limited to Section 212.172 of the Texas Local Government Code.

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

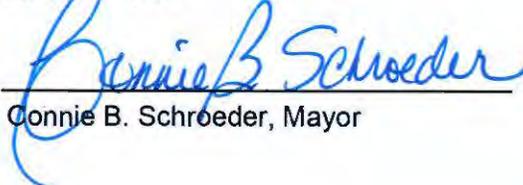
**Section 1:** That the City Manager will execute a Development Agreement between the City of Bastrop a Home Rule City and Continental Homes of Texas, L.P. a Texas limited liability company for 399.9+/- acres of land out of the Nancy Blakey Survey, Abstract 98, to the west of FM 969, located within the City of Bastrop Extraterritorial Jurisdiction attached as Exhibit A.

**Section 2:** All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

**Section 3:** That this Resolution shall take effect immediately upon its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 13th day of July, 2021.

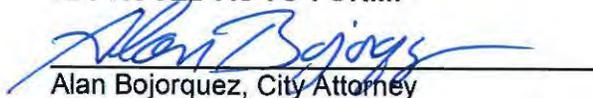
**APPROVED:**

  
\_\_\_\_\_  
Connie B. Schroeder, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Alan Bojorquez, City Attorney



## ARTICLE II. DEFINITIONS

**Section 2.01 Terms Defined in this Agreement.** In this Agreement, each of the following terms shall have the meanings indicated:

“**Additional Land**” shall mean the approximately ten (10) acres of land described on Exhibit “A-3” attached hereto.

“**Applicable City Code**” shall mean the provisions within the City Code that apply to property located within the ETJ and as expressly identified as being applicable or modified under the terms of this Agreement (e.g. transportation, infrastructure and drainage).

“**Applicable Requirements**” shall mean the applicable federal, state and local laws, rules and regulations.

“**Assessment Levy Request**” means a written request made by Owner to the City to levy Special Assessments for the Property (or an applicable portion thereof).

“**Assessment Ordinance**” shall mean an ordinance adopted by the City Council approving a Service and Assessment Plan (SAP) (or such amendments or supplements to the SAP) and levying Special Assessments.

“**Association**” shall mean a community group that is organized with respect to the Property in which individual owners of lots share common interests and responsibilities for costs and upkeep of common space or facilities. The group may take the form of a Property Owners Association or Home Owners Association.

“**Authorized Improvements**” means those improvements to be funded by the PID as described under Texas Local Government Code Section 372.003.

“**Bond Issuance Request**” means written request made by Owner to the City to issue PID Bonds.

“**City**” shall mean the **City of Bastrop** a Texas home rule city.

“**City Code**” shall mean the City of Bastrop Code of Ordinances in effect as of the Effective Date.

“**City Couucil**” shall mean the City Council of the City or any successor governing body.

“**City Manager**” shall mean the person engaged by the City to serve in the capacity of the City Manager.

“**Commercial Property**” shall mean areas designated as “CORE” within the Project, that may be used for commercial purposes.

“**Concept Plan**” shall mean the concept plan for the Project attached as Exhibit “B”, as it may be amended from time to time in accordance with this Agreement.

“**County**” shall mean Bastrop County, Texas.

“**Dwelling Unit**” means a home, mobile home, duplex unit, apartment unit, condominium unit, or any dwelling unit in a multiunit residential structure. It also means a “dwelling” as defined by Section 92.001 (Definitions) under the Texas Property Code.

“**Effective Date**” and similar references shall mean the date defined in Section 15.01 of this Agreement.

“**Environmental Regulations**” shall mean any and all Applicable Requirements, ordinances, laws, rules, or requirements designed to regulate water quality, air quality, and use of natural resources, land conservation, wildlife conservation, or other environmental matters.

“**Final Plat**” shall mean a document created and approved in accordance with the City Code which provides detailed geographic information and associated text indicating property boundaries, easements, Streets, utilities, Drainage, and other information and recorded in the County plat records after approval by the City.

“**Force Majeure**” shall have the meaning ascribed in Section 15.10 of this Agreement.

“**LUE**” shall mean Living Unit Equivalent.

“**Major Amendment**” shall have the same meaning as the term is used in Section 5.03 of this Agreement.

“**Minor Amendment**” shall have the same meaning as the term is used in Section 5.03 of this Agreement.

“**Notice**” shall have the meaning ascribed in Section 15.07.

“**Parkland**” shall mean the parkland and open space within the Project as generally described and/or depicted on Exhibit “D” attached hereto.

“**PFA**” shall have the meaning ascribed in Section 10.01 of this Agreement.

“**PID Act**” shall mean Chapter 372 of the Texas Local Government Code.

“**PID Bonds**” shall mean means each series of special assessment revenue bonds issued by the City to finance costs of improvements authorized under Texas Local Government Code, Chapter 372.

“**Preliminary Plat**” shall mean a document created and approved in accordance with the Applicable City Code which determines the general layout of the proposed subdivision in order to facilitate review by the Planning & Zoning Commission of the proposed subdivision’s streets and drainage system, easements, utilities, building lots, and other lots including open space.

“**Project**” shall mean the development of the Property as a mixed-use development, as depicted on the Concept Plan attached as Exhibit “B”.

“Project Engineer” shall initially mean BGE, Inc. or such other project engineer selected by the Owner from time to time.

“Property” shall mean the land described on Exhibit “A-1” and “A-2” attached hereto.

“Public Improvement District” or “PID” shall mean the Viridian Public Improvement District created by the City pursuant to Resolution No. R-2021-28 and pursuant to Texas Local Government Code, Chapter 372.

“Public Improvement Plan Agreement” shall mean as subdivision construction agreement, detailing the requirements for construction and acceptance/approval of public and utility infrastructure, as required by City Codes.

“Roadway Standards” shall mean standards for how roadway and streets are constructed within the Project as more particularly described in the Development Standards attached hereto as Exhibit “H” and made a part hereof. How the Project follows the intent of multi modal transportation and the City’s grid system is depicted on Exhibit “G”.

“SAP” shall have the meaning ascribed in Section 10.02.

“Special Assessments” means the assessment levied against all or a portion of the Property pursuant to an Assessment Ordinance.

“Term” shall have the meaning ascribed in Section 15.02.

“Wastewater Facilities” shall have the meaning ascribed in Section 6.01.

“Water Facilities” shall have the meaning ascribed in Section 6.06.

**ARTICLE III**  
**JURISDICTIONAL AUTHORITY AND VESTING RIGHTS**

**Section 3.01 Jurisdiction.** The City shall provide the review and approval for the aspects of the Project.

**Section 3.02 Intentionally Deleted.**

**Section 3.03 Chapter 245 Permit.** The City acknowledges the importance to Owner of having certainty and predictability of development regulations while planning such an extensive project that will be developed over multiple years. Likewise, Owner recognizes the City’s need over time to modify its existing development regulations in response to the requirements of a growing city. As a result, Owner shall have statutory authority to develop the Project on the Property in accordance with the terms of this Agreement. The Project shall be deemed grandfathered (i.e. vested and rights shall accrue) from the Effective Date of this Agreement up until the termination date of this Agreement, in accordance with the City Code, Article 1.20. The approved Preliminary Plat shall constitute the first (Permit) in a series of applications for the purpose of vesting as contemplated in Chapter 245 of the Texas Local Government Code and as authorized by Section 212.172(g) of the

Texas Local Government Code. To the extent any such standards or other criteria specified in this Agreement are in conflict with any other current or future provisions of the Applicable City Code or any other City ordinances, policies or requirements, this Agreement shall govern. A vested right under this Agreement shall not apply to zoning, uniform building, fire, electrical, plumbing, or mechanical codes of the type typically found in the City Code, and amendments to the City Code. Permit applications shall be evaluated according to ordinances in effect at the time of application for the individual permit. However, Owner and City may agree that the applicable submission for a permit or approval be evaluated in accordance with the requirements of a subsequent City ordinance, regulation, or rule.

**Section 3.04 Owner’s Rights to Continue Development.** In consideration of Owner’s agreements set forth in this Agreement, the City agrees that it will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on the building or development of the Project or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting Preliminary Plats, Final Plats, construction plans or other necessary approvals, for the Project. This Agreement on the part of the City will not apply to temporary moratoriums: (a) due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency, or (b) authorized by Chapter 212 of the Texas Local Government Code.

**ARTICLE IV.**  
**LAND USE**

**Section 4.01 Regulations.** All development within the Property shall generally comply with: (a) the Concept Plan attached hereto as Exhibit “B”; (b) the Development Standards, unless otherwise stipulated or modified herein; and (c) the terms and conditions of this Agreement, including any Exhibits attached hereto.

**Section 4.02 Intentionally Deleted.**

**Section 4.03 Condominium Plats.** The City shall permit the use of condominium plats and condominium regimes in the Project, subject to the regulations and processes, if any, in the Applicable City Code.

**ARTICLE V.**  
**CONCEPT PLAN, APPLICABLE DEVELOPMENT REGULATIONS AND RELATED MATTERS**

**Section 5.01 Development Standards.** The Project shall be developed in accordance with the Development Standards attached hereto as Exhibit “F”. To the extent that any current or future City development regulations conflict with this Agreement or the Development Standards, this Agreement and the Development Standards shall prevail unless otherwise agreed to by Owner.

**Section 5.02 Amendments.** The Project comprises a significant land area and its development will occur in phases over a number of years. **Owner may make major or minor amendments to the Preliminary Plat upon approval by the City.** “Major Amendments” shall be those that (i) increase the overall number of lots by more than twenty percent (20%) of the lots depicted

on the Preliminary Plat, or (ii) a change to the general alignment of any roadway identified on the Preliminary Plat, or (iii) or a change to the Concept Plan that converts more than twenty percent (20%) of the land area in the Project to commercial use. Major amendments to the Concept Plan or Preliminary Plat shall require approval by the Planning and Zoning Commission, which approval will not be unreasonably withheld or delayed. “Minor Amendments” are all amendments that do not meet the definition of Major Amendments. Minor amendments may be administratively approved by the Assistant City Manager of Development Services. If the Assistant City Manager and Owner dispute the classification of an amendment as major or minor, the issue shall be referred to the City Manager for final determination. Amendments to the Preliminary Plat shall be considered a waiver of Owner’s vested rights as described in Section 3.03 as long as the Project is not dormant pursuant to Chapter 245 of the Texas Local Government Code, and has not changed to the point it would not be the same “project” pursuant to Chapter 245 of the Texas Local Government Code or case law interpreting Chapter 245.

**Section 5.03 Duration.** Approval for the Project when submitted to and approved by the City, will remain in effect for the Term of this Agreement as long as the Project is not dormant pursuant to Chapter 245 of the Texas Local Government Code, and has not changed to the point it would not be the same “project” pursuant to Chapter 245 of the Texas Local Government Code or case law interpreting Chapter 245, subject to the terms and conditions of this Agreement, regardless of whether all or any portion of the Property is annexed or zoned.

**Section 5.04 Parks, Trails and Open Space Dedication.** Exhibit “D” attached hereto depicts the parks, trails, and open space plan for the Project. The parks, trails, and open space within the Project shall be for the use of residents of the Project and portions of the parks, trails, and open space will be open to the general public; however all parks, trails and open space shall be maintained by the Owner (or Owner's elected Association) until all PID Bonds issued for the Project and/or Special Assessment have been paid in full. It is acknowledged and agreed that the representations and locations of the parks, trails, and open space on Exhibit “D” are for illustrative purposes only and may not reflect the actual locations thereof in the final development. Regardless of the foregoing, there will be at least eighty-seven (87) acres of parkland and/or open space within the Project. The foregoing commitment to have at least eighty-seven (87) acres of open space within the Project shall satisfy all parkland requirements of the City and no additional parkland dedication, parkland fees or “fees in lieu” shall be required by the City for the Project. The amenity center depicted on Exhibit “D” will be private and only for the use of the residents of the Project

**Section 5.05 Permitting.** The City shall cooperate with Owner to expeditiously process and review all development applications related to the development of the Project.

**Section 5.06 Building Permit.** All vertical buildings located in the Project shall be reviewed, inspected and approved/permitted by the City. The Owner may “prairie build” for up to a total of 5 model homes and 5 spec homes per phase of the Project prior to the City’s acceptance of infrastructure (including utilities) but shall obtain a building permit from the City.

**Section 5.07 Association.** Owner will create one or more Associations, and shall establish bylaws, rules, regulations and restrictive covenants (collectively the “Association Regulations”) to assure the Association performs and accomplishes the duties and purposes required to be performed and accomplished by the Association pursuant to this Agreement. The owner of each lot in the Project shall be required to be a member of the Association and the Association Regulations will require the

periodic dues and assessments provide the funds required for the maintenance of the parks, trails, open space and other amenities of the Project, as well as to provide funds required for the management and operation of the Association.

**Section 5.08 Fire Services.** Owner understands that the City does not currently provide primary fire protection services. Fire protection services are provided by Bastrop County Emergency Services District No. 1. The Owner agrees to waive services from the City of Bastrop Fire Service for all of the Property until such time as the Property is annexed into the City; provided however, if requested by the City prior to annexation of the Property, the Owner will request to be released from the Bastrop County Emergency Services District No. 1 and the City of Bastrop Fire Service shall thereafter provide fire protections services to the Property.

## **ARTICLE VI.**

### **WATER AND WASTEWATER**

**Section 6.01 Wastewater Facilities.** The Owner will design and construct the offsite wastewater facilities, as well as the onsite wastewater facilities, all as more particularly described on Exhibit "E" attached hereto (the "Wastewater Facilities"). The Owner will design and construct a lift station onsite with a force main connecting to the City's existing gravity wastewater facilities as depicted on Exhibit "E". The Owner will have the option to design, permit, fund and construct a wastewater treatment plant on the Property to treat a portion of wastewater flows generated by the Project. The City will be provided construction drawings for permitting review, but standards and specifications for the plant will not exceed TCEQ chapter 217 requirements. If the Owner elects to build the wastewater treatment plant on the Property, the City will accept ownership and maintenance of the on-site wastewater treatment plant and allow its operation under the City's existing TPDES permit and irrigation under the City's existing 210 Beneficial Re-Use permit. Upon the City's completion of the new Wastewater treatment plant (Permit No. WQ0011076002), the City agrees that it will have sufficient capacity to serve the entire Project upon payment of all tap and impact fees (approximately 1,600 LUE's). Approval of any subdivision plat of property within the Project shall include an engineering analysis by the City that sufficient wastewater capacity is available to serve the platted lots at the time of plat approval. All Wastewater Facilities required to serve the Project shall be designed and built to the City's construction standards and in conformance with all rules, regulations and ordinances related to the construction and extension of wastewater utilities in effect at the time of submittal of construction plans and shall be subject to review and inspection by the City prior to acceptance.

The City hereby agrees to assist the Owner obtain any and all necessary easements required for the installation of any of the offsite Wastewater Facilities that provide a regional benefit to the City and its residents accruing from such offsite Wastewater Facilities. The City may use its authority to acquire any such necessary easements by utilizing the City's power of eminent domain, and, to the extent necessary, to promptly initiate and diligently pursue the condemnation of the easements in question.

**Section 6.02 Conveyance Wastewater Facilities.** Upon Owner's completion of construction of Wastewater Facilities, and the City's acceptance of such Wastewater Facilities, the Owner will convey the Wastewater Facilities to the City, on forms approved by the City and at no cost to the City, subject to the City obligation to provide wastewater service to the Project. The City agrees

that its acceptance of such Wastewater Facilities and the related assignments will not be unreasonably withheld, conditioned or delayed as long as the Wastewater Facilities have been constructed in accordance with plans approved by the City. Upon such conveyance, acceptance, and the Owner's providing a maintenance bond for two years, the City agrees to operate and maintain such Wastewater Facilities to provide service to the Project in accordance with this Agreement.

**Section 6.03 Wastewater Service Agreement.** The City, or a successor or assign, will provide wastewater service to all customers within each phase of the Project subject to the conditions stated in this Agreement and the City's policies and ordinances, relating to each customer obtaining and maintaining retail wastewater service from the City.

**Section 6.04 Intentionally Deleted.**

**Section 6.05 Connection Fees.** Water and Wastewater connection fees for any given portion of the Project will be assessed at the time of execution of the Public Improvement Plan Agreement. The water connection and impact fees shall be in accordance with Applicable City Code at the time of the execution of the Public Improvement Plan Agreement and paid at the time of final platting.

**Section 6.06 Water Service.** The City agrees that it will have (or will have contracted for) sufficient water capacity to serve the Project (approximately 1,600 LUE's). Approval of any subdivision plat of property within the Project shall include an engineering analysis by the City (paid for by Owner) that sufficient water capacity is available to serve the platted lots at the time of plat approval. Owner, at Owner's expense, will connect to the approved water line to provide service to the Project. It is not intended that any other extension of City water facilities will be necessary to provide service to the Project, however, if any additional water facilities are needed, those shall be referred to herein as the "Water Facilities". All Water Facilities required to serve the Project shall be designed and built to the City's construction standards and in conformance with all rules, regulations and ordinances related to the construction and extension of water utilities in effect at the time of submittal of construction plans and shall be subject to review and inspection by the City prior to acceptance.

The City hereby agrees to obtain any and all necessary easements required for the installation of the Water Facilities that provide a regional benefit to the City and its residents accruing from such Water Facilities. The City agrees to acquire any such necessary easements by utilizing the City's power of eminent domain, and, to the extent necessary, to promptly initiate and diligently pursue the condemnation of the easements in question. The City's cost of acquiring any required easement by eminent domain will be at the City's sole cost and expense

**Section 6.06 Wastewater Reclamation.** Owner shall have the right, but not the obligation, to use a portion of the Property for a wastewater reclamation treatment facility. Owner shall also have the right to use the existing TPDES permit and existing 210 Beneficial Re-use permit held by the City to allow Owner to treat the water from the Property and provide reclaimed water to the Property. Treated effluent from the onsite wastewater treatment plant will become property of the Owner who will provide storage and pressurization facilities at its own expense.

**ARTICLE VII.**  
**DEVELOPMENT PROCEDURES**

**Section 7.01 Development Process.** Owner agrees to waive the requirements of any state mandated processes or timelines (including SB 3167, known as “the shot clock bill”) and is requesting an alternate review process. The development review process is as follows:

1. Preliminary Infrastructure Plan
2. Preliminary Drainage Plan
3. Preliminary Plat
4. Final Drainage Plan
5. Public Improvement Plan
6. Public Improvement Plan Agreement
7. Final Plat
8. Site Development Plan
9. Building Permits

The alternate process is as follows:

- Concurrent review of items 1, 2, & 3 and 4, 5, &6
- Execution of the Public Improvement Plan Agreement
- Final Plat
- Site Development or Residential plan review (as necessary)
- Building permit

**ARTICLE VIII.**  
**TRANSPORTATION**

**Section 8.01 Roadways.** The streets and roadways within the Project shall be designed and constructed in accordance with the Roadway Standards contained in Development Standards.

**Section 8.02 Dedication of Roadways.** Owner shall dedicate all roadways within the Project to the County.

**ARTICLE IX.**  
**ANNEXATION**

**Section 9.01 Annexation by City.** Owner and the City hereby agree to the annexation of the Property into the City's corporate city limits, as permitted by Section 212.172(b) (7) of the Texas Local Government Code and intend that this Agreement provide for the annexation of the Property for all purposes and shall constitute Owner's vote for Annexation. Further notwithstanding the above, annexation of the Property shall occur in phases, but no section of the Property may be annexed until the final plat for that applicable section of the Property is recorded and it is financially feasible for the City to annex the applicable section.

**Section 9.02 Zoning of Annexed Land.** The land use regulations described in Article IV are found to be consistent with the City’s comprehensive plan for the area. Contemporaneously with the annexation of portions of the Property into the City’s corporate city limits, the City will zone such

annexed portions of the Property in a manner consistent with the land use regulations with the most similar zoning placetype.

Contemporaneously with the annexation of portions of the Property into the City's corporate city limits, the City will zone such annexed portions of the Commercial Property in a manner compatible with the City's current land use regulations and any and all non-conforming uses shall remain allowed until they are discontinued.

**ARTICLE X.**  
**PUBLIC IMPROVEMENT DISTRICT**

**Section 10.01 Public Improvement District.** A petition to create a PID for the Property, the NEU Innovation Tract and the Additional Land was previously submitted to the City and the City created the Viridian Public Improvement District on March 9, 2021. The City may, in its discretion and using its best efforts, initiate and approve all necessary documents and ordinances required to effectuate this Agreement, and to levy assessments generally in accordance with the terms described in Exhibit "I" attached hereto. The Owner has prepared, and the City will consider the approval of the PID Financing Agreement (the "PFA") concurrently with this Agreement and thereafter the Service and Assessment Plan (defined below) providing for the levy of the assessments on the Property. The PID proceeds will be used to fund all or a portion of the Authorized Improvements.

**Section 10.02 PID Bond Issuance.** It is intended that the City will issue PID Bonds in more than one series solely for the purposes of acquiring or constructing Authorized Improvements. The Owner may request issuance of PID Bonds by submitting a Bond Issuance Request and providing the City with a list of the Authorized Improvements to be funded with the PID Bonds and the estimated costs of such Authorized Improvements. The Owner has executed a professional services agreement that obligates the Owner to fund the costs of the City's professionals relating to the preparation for and issuance of PID Bonds, which amount shall be agreed to by the Parties and considered a cost payable from such PID Bonds. The issuance of PID Bonds is subject to the following conditions:

(1) the adoption or amendment of a service and assessment plan (the "Service and Assessment Plan") and an Assessment Ordinance levying assessments on all or any portion of the Property benefitted by such Authorized Improvements in amounts sufficient to pay all costs related to such PID Bonds;

(2) the aggregate principal amount of PID Bonds issued and to be issued shall not exceed amounts sufficient to fund the Authorized Improvements and stated in the PID Petition;

(3) each series of PID Bonds shall be in an amount estimated to be sufficient to fund the Authorized Improvements or portions thereof for which such PID Bonds are being issued;

(4) the Owner, at the request of the City, providing an appraisal and feasibility report;

(5) a minimum Value to Lien ratio of 3 to 1;

(6) approval by the Texas Attorney General of the PID Bonds and registration of the PID Bonds by the Comptroller of Public Accounts of the State of Texas; and

(7) construction (i.e. upfront) bonds may be used.

**Section 10.03 PFA and SAP.** The Parties acknowledge that the PFA and SAP will provide additional information on the PID and all aspects of the PID financing. The PFA and/or the SAP (as applicable) will control when in conflict with the provisions of this Agreement.

**ARTICLE XI**  
**AMENDMENTS TO THE AGREEMENT**

**Section 11.01 Amendments to Agreement.** This Agreement may be amended only by a written agreement signed by the City and Owner, or all the then-current owners of all portions of the Property (other than the individual owners of occupied single-family, duplex, townhomes and single family residential lots); provided, however, an owner of a portion of the Property (other than an individual owner of an occupied single family, duplex, townhouse or attached single family residential lot) and the City may amend this Agreement as it relates solely to such owner’s parcel without the joinder of any other landowner. If this Agreement is amended for the benefit of another owner of a portion of the Property, any default under such amendment shall not constitute a default under this Agreement.

**ARTICLE XII**  
**REPRESENTATIONS AND WARRANTIES**

**Section 12.01 Authority, No Conflict.** This Agreement constitutes the legal, valid and binding obligation of Owner, enforceable against Owner in accordance with its terms. Owner has the authority and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

**Section 12.02 Performance.** Owner and the City will reasonably cooperate with one another to accomplish the intent and purposes of this Agreement and will perform each and all of its respective duties and responsibilities pursuant to this Agreement.

**Section 12.03 Organization and Good Standing.** The Owner is a duly organized and validly existing limited liability company and is in good standing under the laws of the State of Texas, with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement. The City is a duly organized and validly existing municipal corporation in good standing under the laws of the State of Texas, with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement.

**Section 12.04 Authority; No Conflict.** This Agreement constitutes the legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms. The City has

the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

**ARTICLE XIII**  
**DEFAULT AND REMEDIES FOR DEFAULT**

**Section 13.01 Preventative Default Measures.** The Parties presently enjoy a good working relationship and understand the meaning and intent of this Agreement; however, the Parties recognize that individual representatives of each of the Parties will likely change over the course of this Agreement. The City agrees that day-to-day oversight of the implementation of this Agreement shall at all times during the Term be assigned directly to the Assistant City Manager of Development Services. In the event of a dispute involving an interpretation or any other aspect of this Agreement, upon Owner's request, the Assistant City Manager shall convene a meeting of the Parties as soon as reasonably practical and use all reasonable efforts to avoid processing delays and to resolve the dispute and carry out the spirit and purpose of this Agreement.

**Section 13.02 Default.** It shall be a default under this Agreement if either Party shall fail to perform any of its obligations under this Agreement or such failure shall remain uncured following the expiration of thirty (30) days after written notice of such failure from the other Party. However, in the event the default is of a nature that cannot be reasonably cured within such thirty (30) day period, the defaulting Party shall have a longer period of time as may be reasonably necessary to cure the default in question.

**Section 13.03 Default Unique to the City.** In addition, the City shall be in default under this Agreement if, after reasonably adequate time for review and processing, City staff unreasonably withholds the release of any proposed development permit or approval, utility service extension request and/or development application with respect to the Project that complies with the terms of this Agreement and that the City's staff is authorized to approve administratively. The failure or refusal of the City Council or any board or commission of the City to timely approve any such amendment, modification, permit or application that is consistent with this Agreement and the Applicable Requirements shall constitute a default under this Agreement. The City shall also be in default if it imposes any requirements, standards, moratoria, or interim development controls upon the Project that are in conflict with or limit the express provisions of this Agreement. The City shall not, however, be in default based upon the imposition of requirements, standards, moratoria, interim development controls or temporary moratoria that are required by the Applicable City Code, a state or federal law, rule, regulation or administrative directive outside of City's control.

**Section 13.04 Remedies Between the City and Owner.** If a Party contends that the other Party is in default of this Agreement, the non-defaulting Party shall give written notice of such contention to the defaulting Party, specifying the nature of the alleged default, and allow the applicable time period for cure of the default set forth in Section 13.02 above. The defaulting Party shall either cure the alleged default timely, or if the non-defaulting Party and defaulting Party agree in writing for an extension of the time to cure, not later than the extended cure deadline, or, within the time for cure stated in the non-defaulting Party's initial notice of default, give written notice to the non-defaulting Party denying the existence of the alleged default and invoking the following dispute resolution mechanisms. If both Parties shall mutually agree to submit to mediation, they shall attempt to resolve the dispute amicably. If mediation is unsuccessful or if one or both of the Parties decline to engage in

mediation, then either Party may institute legal proceedings in a state district court in Bastrop County, Texas, pursuing all available remedies at law or equity, including without limitation a suit for specific performance and/or a Writ of Mandamus in the event of a default by the City. All matters of fact and law shall be submitted to and determined by the court (subject to appeal). Each party shall pay its own costs and attorney fees.

**Section 13.05 No Liability For Actions of Others.** Except as expressly set forth herein: (a) the liabilities, obligations and responsibilities of each owner of the Property or any portion thereof, their successors and assigns, under this Agreement are several, and not joint; and (b) no owner of the Property or any portion thereof, or successor or assign, will be in default under this Agreement or otherwise liable or responsible for any default which is not caused by such landowner or by any person acting by, through or under such owner or successor or assign.

**Section 13.06 Intentionally Deleted.**

**Section 13.07 Breach of Contract.** It shall be a breach of contract if the City issues any permit (i.e., municipal approval) to the Owner, successor, or assign, and the Owner, successor, or assign builds contrary to the issued permit.

**Section 13.08 No Third-Party Beneficiary.** This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party.

**Section 13.09 Reservation of Rights.** To the extent not inconsistent with the terms of this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

**ARTICLE XIV.**

INTENTIONALLY DELETED

**ARTICLE XV.**

**MISCELLANEOUS PROVISIONS**

**Section 15.01 Effective Date.** The Parties agree that the “Effective Date” of this Agreement shall be the date on which this Agreement is executed by both Parties.

**Section 15.02 Term.** This Agreement shall commence and bind the Parties on the Effective Date and continue until a date which is twenty (20) years after the Effective Date, unless sooner terminated by express written agreement executed by both Parties or an event of default causes this Agreement to terminate early or extended by express written agreement executed by both Parties (as may be extended pursuant to this Section 15.02, the “Term”). The Term shall be automatically extended for an additional twenty (20) years at the end of the original terms unless otherwise agreed to by the Owner and the City in writing.

**Section 15.03 Termination.** This Agreement may be terminated as to all of the Property only by express written agreement executed by the City and Owner, or all the then current owners of all portions of the Property (other than owners of occupied single family, duplex, townhouse, or attached

single family residential lots). This Agreement may be terminated as to a portion of the Property only by express written agreement executed by the City and the owners of such portion of the Property affected by the termination; provided that if Owner still owns any portion of the Property, Owner must consent in writing to such termination. In the event this Agreement is terminated by mutual agreement of the Parties or by its terms, the Parties shall promptly execute and file of record in the Official Public Records of Bastrop County, Texas, a document confirming the termination of this Agreement, and such other documents as may be reasonably appropriate to reflect the basis upon which such termination occurs.

**Section 15.04 Agreement Binds Succession and Runs with the Land.** This Agreement shall bind and inure to the benefit of the Parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on all future developers and owners of land within the Property. Nothing in this Agreement is intended to impose obligations on individual owners of platted lots, except as expressly set forth in this Agreement. A Memorandum of Agreement, substantially similar to the form of Exhibit "J" shall be recorded in the real property records of Bastrop County, Texas.

**Section 15.05 Assignment.**

a. This Agreement and the rights and obligations of Owner hereunder may be assigned by Owner to an affiliate of Owner or to a development single purpose entity without the consent of the City, provided that the assignee assumes all of the obligations of Owner hereunder. Upon assignment to a development single purpose entity, that entity shall be the "Original Owner" for all purposes hereof.

For assignments to anyone other than an affiliate or a development single purpose entity as provided above, Owner may, at its sole and absolute discretion, assign this Agreement as to all or a portion of the Property from time to time to any party that (i) does not owe delinquent taxes or fees to the City, (ii) is not in material default (beyond any applicable notice and cure period) under any development agreement with the City, and (iii) has the experience, expertise and the financial capacity and ability to perform the duties or obligations so assigned under this Agreement. Owner shall provide the City thirty (30) days prior written notice of any such assignment. If the City has objections to such assignment satisfying the requirements above, the City shall provide written notice of such objections to the Owner within ten (10) days of receiving the assignment notice from Owner. Owner will not be released from its obligations under this Agreement if the City objects to the assignment as described above and such objections are not resolved by and between Owner and the City; provided, however, the City shall not unreasonably withhold Owner's release from its obligations under this Agreement.

Upon such assignment, Owner shall be deemed to be automatically released of any obligations under this Agreement, as to the portion of the Property assigned.

Any assignment must be in writing, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to the City.

b. The mere conveyance of a lot or any portion of the Property without a written assignment of the rights of Owner shall not be sufficient to constitute an assignment of the rights or obligations of Owner hereunder, unless specifically provided herein.

**Section 15.06 Entire Agreement.** This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties as provided for in this Agreement. This Agreement and the agreements between the Parties referenced in this Agreement, supersede all prior agreements between the Parties concerning the subject matter of this Agreement.

**Section 15.07 Notice.** It is contemplated that the Parties will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for such Party, (i) by delivering same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery", addressed to the Party to be notified, (iv) by sending same by facsimile with receipt of confirmation or (v) by email. Notice deposited in the United States mail in the manner described above shall be deemed effective from and after the earlier of the date of actual receipt or three (3) days after the date of such deposit. Notice given in any other manner shall be effective on the date delivered, if sent by confirmed facsimile or personal delivery, or the day after deposit with a "next day delivery" service. For the purposes of notice, the addresses of the Parties shall, until changed as provided below, be as follows:

**Owner:**

Continental Homes of Texas, L.P.  
 Attn: Mr. Adib R. Khoury  
 10700 Pecan Park Blvd., Suite 400  
 Austin, Texas 78750  
 Phone: 512.345.4663; Fax: 512.533.1429  
 E-mail: [arkhoury@drhorton.com](mailto:arkhoury@drhorton.com)

**With a Copy to:**

Metcalfe, Wolff, Stuart & Williams LLP  
 Talley J. Williams  
 221 W. 6<sup>th</sup> Street, Ste 1300  
 Austin, Texas 78751  
 E-mail: [twilliams@mwswtexas.com](mailto:twilliams@mwswtexas.com)

**City:**

City of Bastrop, Texas  
 Bastrop City Hall  
 1311 Chestnut Street  
 Bastrop, TX 78602  
 E-mail: [citysec@cityofbastrop.org](mailto:citysec@cityofbastrop.org)

**With a Copy to:**

Bojorquez Law Firm, PC

Alan Bojorquez  
 11675 Jollyville Road, Ste 300  
 Austin, Texas 78759  
 Email: Alan@TexasMunicipalLawyers.com

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days written notice to the other Party.

**Section 15.08 No Joint Venture.** It is acknowledged and agreed by the Parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The City, its past, present and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the development of the Project.

**Section 15.09 Time.** Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

**Section 15.10 Force Majeure.** Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term “force majeure” means events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care, including, without limitation, acts of God or the public enemy, war, terrorism, criminal activity, riot, civil commotion, insurrection, government or de facto governmental action or failure to act (unless caused by the intentionally wrongful acts or omissions of the Party), fires, explosions, floods, hurricanes, adverse weather, epidemic, pandemic, widespread pestilence, materials or labor shortages, strikes, slowdowns, or work stoppages. In no event shall “force majeure” apply to the payment of any sum of money.

**Section 15.11 Severability.** If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected.

**Section 15.12 Waiver.** Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver of such provision or of any other provision of this Agreement, and such Party shall have the right at any time(s) thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

**Section 15.13 Attorney’s Fees and Court Costs.** In the event that any matter relating to this Agreement results in the institution of legal proceedings by any Party to this Agreement, each Party

in such proceeding shall be responsible for the expenses incurred by it in connection with such proceedings, including, without limitation, court costs and attorneys' fees.

**Section 15.14 Applicable Law and Venue.** The construction and validity of this agreement shall be governed by the laws of the state of Texas. Venue for any dispute arising from or related to this Agreement shall be in a Texas state district court for Bastrop County as applicable, and shall be in accordance with the Texas Civil Practice and Remedies Code.

**Section 15.15 Further Assurances.** Both Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and deliver such further documents and do such further acts and things as may be reasonably necessary or desirable to effectuate the terms of this Agreement.

**Section 15.16 Authority for Execution.** The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and that this Agreement has been approved in conformity with City ordinances and other applicable legal requirements. Owner certifies, represents, and warrants that the execution of this Agreement is duly authorized in conformity with its organizational documents.

**Section 15.17 Incorporation of Exhibits and Other Documents by Reference.** All Exhibits and other documents attached to or referred to in this Agreement are incorporated by reference for the purposes set forth in this Agreement.

**Section 15.18 Counterparts.** This Agreement may be executed in multiple counterparts, which shall be construed together as a single original instrument as though all Parties had signed one instrument, and, when executed, each counterpart shall be binding upon and inure to the benefit of each of the Parties executing the instrument whether or not all other parties have executed same.

**Section 15.19 Interpretation.** Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

**Section 15.20 Compliance with HB 89 and SB 252.**

a. In accordance with Section 2270.002, Texas Government Code, the Owner hereby verifies that neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Owner: (i) Boycotts Israel (as such term is defined in Section 2270.001, Texas Government Code) and (ii) subject to or as otherwise required by applicable Federal law, including, without limitation, 50 U.S.C. Section 4607, will Boycott Israel during the term of this Agreement.

b. Pursuant to Section 2252.152, Texas Government Code, neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Owner is a company currently listed by the Texas Comptroller of Public Accounts under Sections 806.051,

807.051, or 2252.153 of the Texas Government Code.

**Section 15.21 Effect of Agreement.** This Agreement, including all of the related approvals, consents and plans, shall remain in effect for the Term of the Agreement regardless of whether all or any portion of the Property is annexed and/or zoned. To the extent this Agreement conflicts with the Applicable City Code, this Agreement shall control.

**Section 15.22 Not Binding on End Users.** As provided in Section 212.172(f), Texas Local Government Code, this Agreement is not binding on, and does not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property, except for land use and development regulations that may apply to a specific lot.

**Section 15.23 Estoppel Certificates.** From time to time upon written request by any seller or purchaser of property within the Property, or any lender or prospective lender of the Owner or its assignees, the City shall execute a written estoppel certificate to such seller or purchaser stating, if true that the City has not given or received any written notices alleging any events of default under this Agreement.

**Section 15.24 Exhibits.**

- Exhibit A-1 = Property (Signed Survey)
- Exhibit A-2 = Property Legal Description
- Exhibit A-3 = Additional Land

Exhibit B = Overall Concept Plan

Exhibit C= Intentionally Deleted

Exhibit D = Parkland and Open Space

Exhibit E = Wastewater Facilities

Exhibit F= Development Standards

Exhibit G = Roadway Plan

Exhibit H = Intentionally Deleted

Exhibit I = PID Term Sheet

Exhibit J = Memorandum

[SIGNATURE PAGE FOLLOWS]

EXECUTED in multiple counterparts, each of which shall constitute an original, this 13<sup>th</sup> day of July, 2021 (the "Effective Date").

CITY:

**CITY OF BASTROP,**  
a Texas home rule City

By:   
Name: Paul D Hofmann  
Its: City Manager

ATTEST:

By:   
Ann Franklin, City Secretary

OWNER:

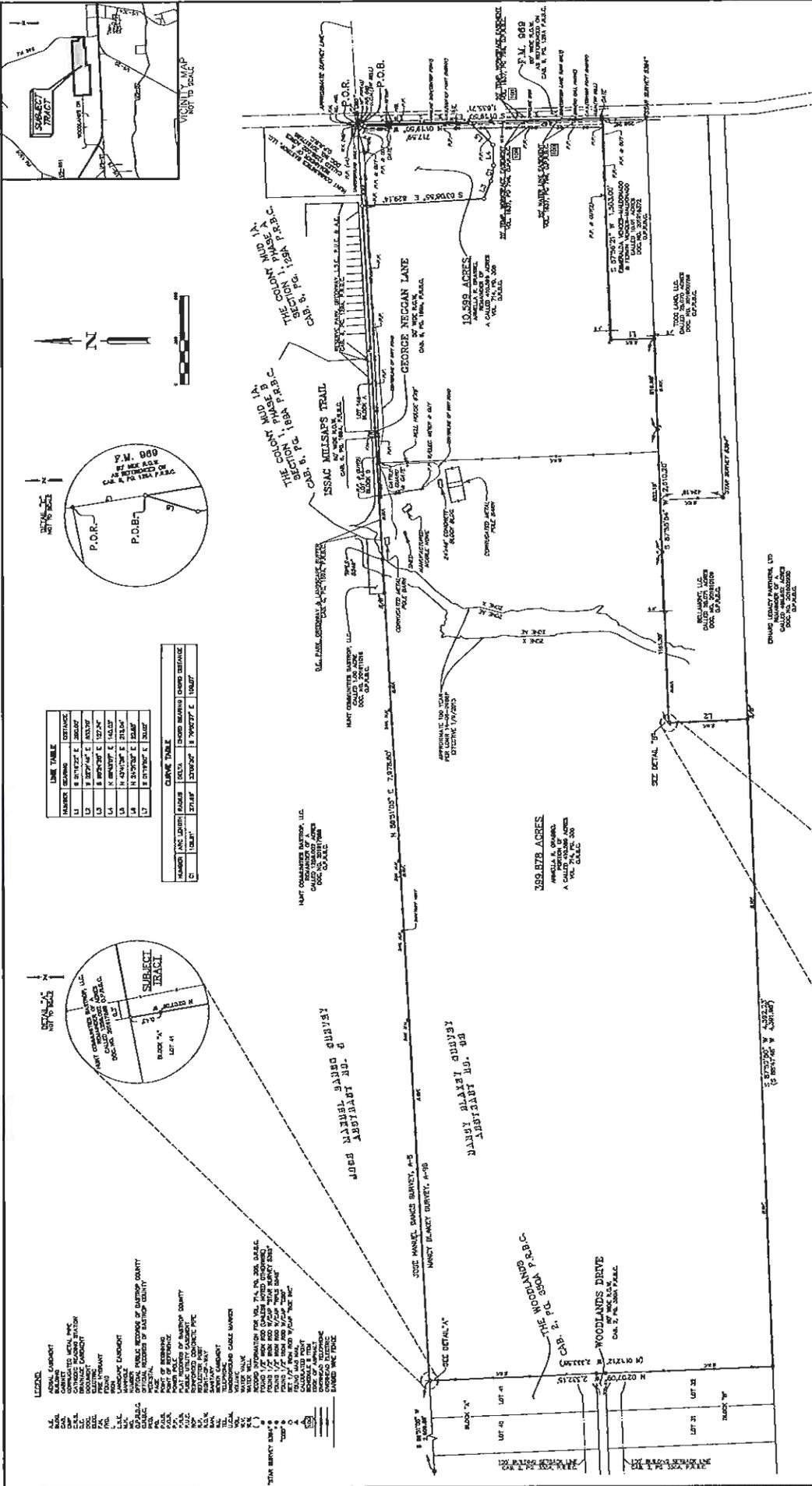
**Continental Homes of Texas, L.P.**  
(a Texas limited partnership)

By: CHTEX of Texas, Inc.  
(a Delaware corporation)  
*Its General Partner*

By:   
Name: Adib R Khoury  
Title: Asst Secretary

Exhibit A-1  
PROPERTY (SIGNED SURVERY)

-



**LINE TABLE**

NUMBER	BEARING	DISTANCE
1	S 87°02'15" E	1.0000
2	S 87°02'15" E	1.0000
3	S 87°02'15" E	1.0000
4	S 87°02'15" E	1.0000
5	S 87°02'15" E	1.0000
6	S 87°02'15" E	1.0000
7	S 87°02'15" E	1.0000
8	S 87°02'15" E	1.0000
9	S 87°02'15" E	1.0000
10	S 87°02'15" E	1.0000

**CURVE TABLE**

NUMBER	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
1	108.87	129.87	11.00
2	108.87	129.87	11.00
3	108.87	129.87	11.00
4	108.87	129.87	11.00
5	108.87	129.87	11.00
6	108.87	129.87	11.00
7	108.87	129.87	11.00
8	108.87	129.87	11.00
9	108.87	129.87	11.00
10	108.87	129.87	11.00

**303**  
 BUREAU OF SURVEYING & MAPPING  
 1415 W. 14th Street, Suite 200, Dallas, Texas 75215  
 (214) 761-1000 • www.bosurvey.com

**Category 1A, Condition II Survey of  
 A 399.878 Acre Tract of Land  
 Situated in  
 The Nancy Blakey Survey,  
 Abstract No. 98  
 Bastrop County, Texas**

DATE FILED: 08/14/2009  
 COUNTY: BASTROP  
 INSTRUMENT NO.: 2009-08-14-001  
 INSTRUMENT TYPE: SURVEY  
 INSTRUMENT DATE: 08/14/2009  
 INSTRUMENT TIME: 10:00 AM  
 INSTRUMENT LOCATION: BASTROP COUNTY CLERK'S OFFICE  
 INSTRUMENT FILE NO.: 2009-08-14-001

TO ALL WHOM THESE PRESENTS SHALL COME, I, THE UNDERSIGNED, CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT AS FILED IN MY OFFICE ON THE DATE OF RECORDATION THEREOF.

WITNESSE MY HAND AND SEAL OF SAID COUNTY AT BASTROP, TEXAS, THIS 14th DAY OF AUGUST, 2009.

*[Signature]*  
 CLERK OF BASTROP COUNTY, TEXAS

**GENERAL NOTES:**

- BEARING CONDITIONS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM.
- ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
- ALL CURVES ARE FULL CIRCLES UNLESS OTHERWISE NOTED.
- ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
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Exhibit A-2  
**PROPERTY LEGAL DESCRIPTIONS**

EXHIBIT \_\_\_\_\_

NEU Communities  
 399.878 Acres  
 Job No. 8299-00

DESCRIPTION OF A 399.878 ACRE TRACT OF LAND

FIELD NOTES FOR A 399.878 ACRE TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, SITUATED IN BASTROP COUNTY, TEXAS; BEING A PORTION OF A CALLED 410.599 ACRE TRACT AS CONVEYED UNTO ARMELLA R. GRASSEL IN VOLUME 714, PAGE 305 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING AT A POINT OF REFERENCE**, a 1/2-inch iron rod found on the westerly right-of-way line of Farm to Market (F.M.) 969 (R.O.W. ~ 80') as shown on the plat of The Colony MUD 1A, Section 1, Phase A, as recorded in Cabinet 6, Page 129A of the Plat Records of Bastrop County, Texas, at the southeast corner of a remaining portion of a called 1,258.002 acre tract of land as conveyed unto Hunt Communities Bastrop, LLC in Document Number 201617588 of the Official Public Records of Bastrop County, Texas, being the northeast corner of said 410.599 acre tract; THENCE, S 01° 19' 50" E, coincident with the common line of the 410.599 acre tract and the west right-of-way line of said F.M. 969, a distance of 30.02 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, S 01° 19' 50" E, coincident with the common line of the 410.599 acre tract and the west right-of-way line of said F.M. 969, a distance of 1,635.71 feet to a 1/2-inch iron rod found at the common corner of the 410.599 acre tract and a called 10.01 acre tract of land as conveyed unto Esmeralda Vences-Maldonado and Fermin Vences-Maldonado in Document Number 201916372 of the Official Public Records of Bastrop County, Texas, for the southeast corner of the herein described tract;

THENCE, departing said common line and coincident with the common lines of the 410.599 acre tract and said 10.01 acre tract, the following two (2) courses:

- 1) S 87° 56' 21" W, a distance of 1,503.00 feet to a 1/2-inch iron rod with a cap stamped "RPLS 5548" found at the northwest corner of the 10.01 acre tract, for a re-entrant corner of the 410.599 acre tract and the herein described tract;
- 2) S 01° 19' 22" E, a distance of 290.00 feet to a 1/2-inch iron rod found at the southwest corner of the 10.01 acre tract, on the north line of a called 25.070 acre tract of land as conveyed unto TOCC LAND, LLC in Document Number 201900758 of the Official Public Records of Bastrop County, Texas, for a corner of the 410.599 acre tract and the herein described tract;

THENCE, S 87° 55' 54" W, coincident with the common line of the 410.599 acre tract, said 25.070 acre tract, and a called 25.071 acre tract of land conveyed unto Bellamont, LLC in Document Number 201810109 of the Official Public Records of Bastrop County, Texas, a distance of 2,610.20 feet to a calculated point at the northwest corner of said 25.071 acre tract, for a re-entrant

corner of the 410.599 acre tract and the herein described tract, from which a 1/2-inch iron rod found bears N 51° 05' 33" W, a distance of 1.18 feet;

THENCE, S 02° 31' 46" E, coincident with the common line of the 410.599 acre tract and said 25.071 acre tract a distance of 533.70 feet to a 5/8-inch iron rod found at the southwest corner of the 25.071 acre tract, on the north line of a remaining portion of a called 469.652 acre tract of land as conveyed unto Erhard Legacy Partners, LTD in Document Number 201502920 of the Official Public Records of Bastrop County, Texas, for the south corner of 410.599 acre tract and the herein described tract;

THENCE, S 87° 52' 50" W, coincident with the common line of the 410.599 acre tract and said remaining portion of a 469.652 acre tract a distance of 4,392.23 feet (Record S 88° 47' 48" W, 4,391.98 feet) to a 1/2-inch iron rod found at the common corner of Lot 32, Block "B, as shown on the plat of The Woodlands, as recorded in Cabinet 2, Page 350A of the Plat Records of Bastrop County, Texas, for the southwest corner of the 410.599 acre tract and the herein described tract;

THENCE, N 02° 07' 09" W, coincident with the common line of the 410.599 acre tract, said Lot 32, the east terminal end of the right-of-way line of Woodlands Drive (R.O.W. ~ 60') as shown on said plat of The Woodlands, and Lot 41, Block "A", as shown on said plat of The Woodlands, passing at a distance of 2,331.72 a 1/2-inch iron rod found, and continuing for a total distance of 2,332.15 feet (Record N 01° 12' 12" W, 2,333.58 feet) to a calculated point at the common corner of the 410.599 acre tract, said Lot 41 and on the south line of said remaining portion of a 1,258.002 acre tract, for the northwest corner of the 410.599 acre tract and the herein described tract, from which a 1/2-inch iron rod found on the north line of said Block "A", at a corner of said remaining portion of the aforementioned 1,258.002 acre tract bears S 86° 51' 05" W, a distance of 2,609.69 feet;

THENCE, N 86° 51' 05" E, coincident with the common line of the 410.599 acre tract, the remaining portion of a 1,258.002, a called 1.00 acre tract of land conveyed unto Hunt Communities Bastrop, LLC in Document Number 201911016 of the Official Public Records of Bastrop County, Texas, the south line of The Colony MUD 1A, Section 1, Phase B, as recorded in Cabinet 6, Page 189A of the Plat Records of Bastrop County, Texas, and the south line of the aforementioned The Colony MUD 1A, Section 1, Phase A, a distance of 7,978.80 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a north corner of the herein described tract;

THENCE, departing said common line, over and across the 410.559 acre tract the following seven (7) courses:

1. S 3°08'55" E, a distance of 829.14 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
2. S 68°24'20" E, a distance of 127.74 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve of the herein described tract;

3. Curving to the left, with a radius of 271.69 feet, an arc length of 109.81 feet, a central angle of 23°09'30", a chord bearing of S 79°50'37" E, 109.07 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve;
4. N 88°43'07" E, a distance of 140.03 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
5. N 43°41'39" E, a distance of 212.04 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
6. N 1°19'50" W, a distance of 717.59 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
7. N 24°51'52" E, a distance of 22.65 feet to the **POINT OF BEGINNING** and containing 399.878 acres of land more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE, Inc and are true and correct to the best of my knowledge. The Basis of Bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD 83.

A survey plat of even date was prepared in conjunction with this metes and bounds.

*Dion P. Albertson*

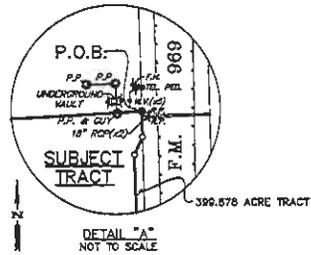
Dion P. Albertson RPLS No. 4963  
 BGE, Inc.  
 7330 San Pedro Ave, Suite 202  
 San Antonio TX 78216  
 Telephone: 210-581-3600  
 TBPLS Licensed Surveying Firm No. 10194490



12/14/2020  
 Date

Date: December 14, 2020  
 Job No: 8299-00

Exhibit A-3  
ADDITIONAL LAND



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 01°19'49" E	30.02'
L2	S 24°31'52" W	22.85'
L3	S 43°41'39" W	212.04'
L4	S 88°43'07" W	140.03'
L5	N 88°24'20" W	127.74'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	109.81'	271.59'	23°50'30"	N 79°50'37" W	109.07'

**GENERAL NOTES**

- BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83.
- MONUMENTATION AS SHOWN.
- THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY STEWART TITLE GUARANTY COMPANY UNDER GF NO. 41274, DATED EFFECTIVE FEBRUARY 25, 2021 AND ISSUED ON MARCH 4, 2021.
- THE PROPERTY LIES IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR BASTROP COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48021C0385B, REVISED JANUARY 19, 2006. ALL FLOODPLAIN BOUNDARIES SHOWN HEREON ARE APPROXIMATE AND ARE NOT DEPICTED AS A RESULT OF AN ON THE GROUND SURVEY.
- FENCES GENERALLY FOLLOW PROPERTY LINES EXCEPT AS NOTED HEREON.
- CENTERLINE OF DIRTY ROAD IS A GRAPHIC REPRESENTATION FROM AERIAL PHOTOGRAMMETRY.
- A METES AND BOUNDS OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SURVEY.

**SCHEDULE B NOTES:**

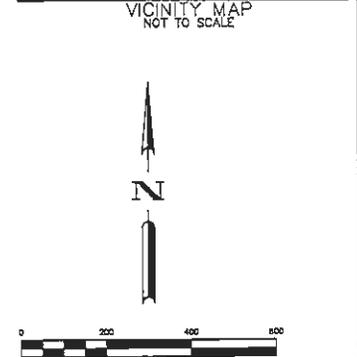
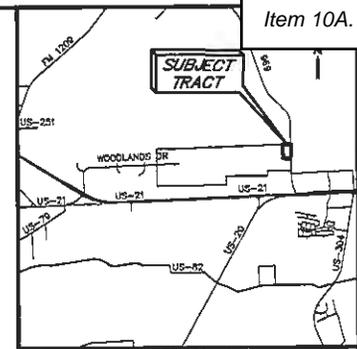
- A WATER LINE EASEMENT GRANTED TO AQUA WATER SUPPLY CORPORATION BY INSTRUMENT RECORDED IN VOLUME 1637, PAGE 796, DOCUMENT NO. 20080007078, OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT. DISTING WATER LINE IS LOCATED ALONG THE EAST PROPERTY LINE, AS MARKED ON THE GROUND BY WATER UTILITY AND SHOWN HEREON.
- AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO BLUEBONNET ELECTRIC COOPERATIVE, INC. BY INSTRUMENT RECORDED IN UNDER DOCUMENT NO. 201513514, OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT BUT CANNOT BE LOCATED FROM INFORMATION CURRENTLY AVAILABLE.

TO SIS BASTROP LLC, CLASSIC BANK NA, AND STEWART TITLE GUARANTY COMPANY:

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II SURVEY. THE FIELD WORK WAS COMPLETED ON NOVEMBER 02, 2020.

DATE OF PLAT OR MAP: MARCH 23, 2021

*Dion P. Albertson*  
 DION P. ALBERTSON, RPLS NO. 4963  
 BGE, INC.  
 7330 SAN PEDRO AVE., SUITE 202  
 SAN ANTONIO, TEXAS 78216  
 TELEPHONE (210) 381-3622  
 TBPELS LICENSED SURVEYING FIRM NO. 10194490



**LEGEND**

A.E.	AERIAL EASEMENT
C.B.	CABINET
C.R.S.	CATHODIC READING STATION
F.H.	FIRE HYDRANT
L.S.E.	LANDSCAPE EASEMENT
NO.	NO.
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
O.R.B.C.	OFFICIAL RECORDS OF BASTROP COUNTY
P.P.	POWER POLE
P.R.B.C.	PLAY RECORDS OF BASTROP COUNTY
P.C.	PAGE
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
R.C.P.	REINFORCED CONCRETE PIPE
R.O.W.	RIGHT-OF-WAY
R.P.	REFLECTOR POST
VOL.	VOLUME
W.V.	WATER VALVE
○	FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
○	FOUND 1/2" IRON ROD W/CAP "CBO"
○	SET 1/2" IRON ROD W/ "BGE INC" CAP
—	EDGE OF ASPHALT
—	OVERHEAD TELEPHONE
—	OVERHEAD ELECTRIC
—	BARBED WIRE FENCE

**BGE** BGE, Inc.  
 7330 San Pedro Ave., Suite 202, San Antonio, TX 78216  
 Tel: 210-581-3600 • www.bgeinc.com  
 TBPELS Licensed Surveying Firm No. 10194490

**CATEGORY 1A, CONDITION II SURVEY OF  
 A 10.599 ACRE TRACT OF LAND  
 SITUATED IN  
 THE NANCY BLAKEY SURVEY  
 ABSTRACT NO. 98  
 BASTROP COUNTY, TEXAS**

PARTY CHIEF:	M.G.	ISSUE DATE:	03/23/2021	SHEET 1
TECHNICIAN:	C.B.	SCALE:	1"=200'	
R.P.L.S.:	D.P.A.	JOB NUMBER:	0503-00	
FIELD BOOK NAME:	70-23-28 & 79:64			

BASE FILE: C:\GIS\Projects\BGE\Comm\04\1022-02-BaseFile\_1571.dwg

EXHIBIT \_\_\_\_\_

SIS Bastrop, LLC  
 10.599 Acres  
 Job No. 8563-00

DESCRIPTION OF A 10.599 ACRE TRACT OF LAND

FIELD NOTES FOR A 10.599 ACRE TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, IN BASTROP COUNTY, TEXAS; BEING THE REMAINING PORTION OF A CALLED 410.599 ACRE TRACT AS CONVEYED UNTO ARMELLA R. GRASSEL IN VOLUME 714, PAGE 305 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod found on the westerly right-of-way line of Farm to Market (F.M.) 969 (R.O.W. ~ 80') as shown on the plat of The Colony MUD 1A, Section 1, Phase "A", as recorded in Cabinet 6, Page 129A of the Plat Records of Bastrop County, Texas, at the southeast corner of a remaining portion of a called 1,258.002 acre tract of land as conveyed unto Hunt Communities Bastrop, LLC in Document Number 201617588 of the Official Public Records of Bastrop County, Texas, being the northeast corner of the remaining portion of said 410.599 acre tract and **POINT OF BEGINNING** of the herein described tract;

THENCE, S 01°19'49" E, coincident with the common line of said right-of-way and the remaining portion of the 410.599 acre tract, a distance of 30.02 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of a called 399.878 acre tract of land as conveyed unto Continental Homes of Texas, L.P. in Document Number 202022279 of the Official Public Records of Bastrop County, Texas, and the remaining portion of the 410.599 acre tract, for an angle point of the herein described tract;

THENCE, departing said right-of-way line, coincident with the common line of the remainder of the 410.599 acre tract and said 399.878 acre tract the following seven (7) courses:

- 1) S 24°51'52" W, a distance of 22.65 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 2) S 01°19'50" E, a distance of 717.59 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 3) S 43°41'39" W, a distance of 212.04 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the southeasterly corner of the herein described tract;
- 4) S 88°43'07" W, a distance of 140.03 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve of the herein described tract;
- 5) Curving to the right, with a radius of 271.69 feet, an arc length of 109.81 feet, a central angle of 23°09'30", a chord bearing of N 79°50'37" W, and a chord distance of 109.07 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve;

- 6) N 68°24'20" W, a distance of 127.74 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the southwesterly corner of the herein described tract;
  
- 7) N 03°08'55" W, a distance of 829.14 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the south line of the aforementioned The Colony MUD 1A Section 1, Phase "A", at the common corner of the remainder of the 410.599 acre tract and the 399.878 acre tract, for the northwest corner of the herein described tract;

THENCE, N 86°51'05" E, coincident with the common line of the remainder of the 410.599 acre tract, said The Colony MUD 1A Section 1, Phase "A", and the aforementioned remaining portion of the 1,258.002 acre tract, a distance of 551.14 feet to the **POINT OF BEGINNING** and containing 10.559 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE, Inc and are true and correct to the best of my knowledge. The Basis of Bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD 83.

An exhibit plat of even date was prepared in conjunction with this metes and bounds.

*Dion P. Albertson*

Dion P. Albertson RPLS No. 4963  
 BGE, Inc.  
 7330 San Pedro Ave, Suite 202  
 San Antonio TX 78216  
 Telephone: 210-581-3600  
 TBPELS Licensed Surveying Firm No. 10194490

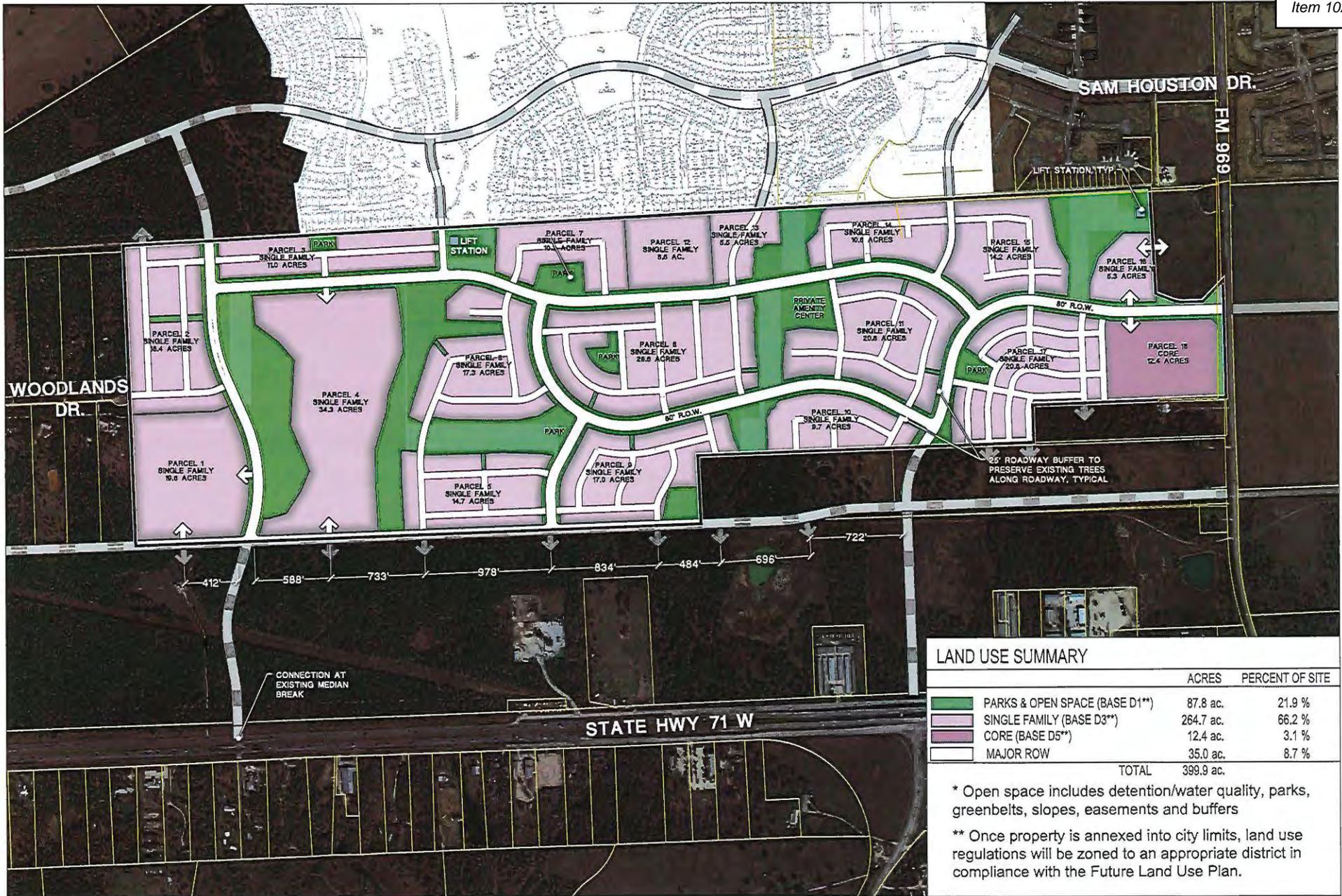


3/26/2021

Date

Date: March 26, 2021  
 Job No: 8563-00

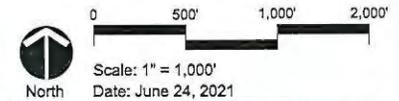
Exhibit B  
OVERALL CONCEPT PLAN



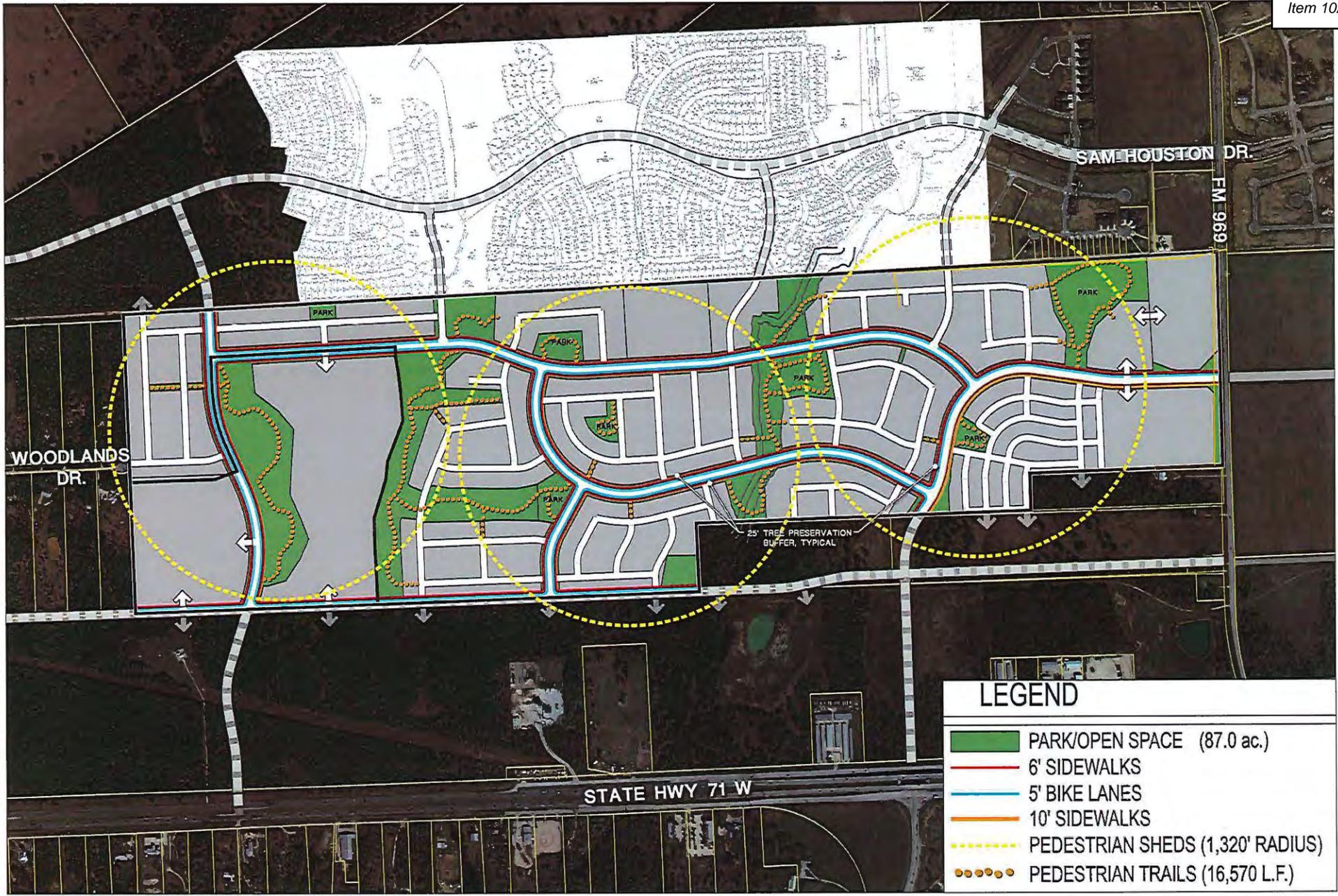
NOTE: ROADWAY ALIGNMENTS ARE CONCEPTUAL IN NATURE AND MAY BE ADJUSTED WITH FUTURE PLATTING AND CONSTRUCTION DOCUMENTS

VIRIDIAN  
CONCEPTUAL LAND USE PLAN

D.R. HORTON  
BASTROP, TEXAS



**Exhibit D**  
**PARKLAND AND OPEN SPACE**



### LEGEND

- PARK/OPEN SPACE (87.0 ac.)
- 6' SIDEWALKS
- 5' BIKE LANES
- 10' SIDEWALKS
- PEDESTRIAN SHEDS (1,320' RADIUS)
- PEDESTRIAN TRAILS (16,570 L.F.)

NOTE: ROADWAY ALIGNMENTS ARE CONCEPTUAL IN NATURE AND MAY BE ADJUSTED WITH FUTURE PLATTING AND CONSTRUCTION DOCUMENTS

**SEC Planning, LLC**  
 Land Planning + Landscape Architecture + Community Branding  
 AUSTIN, TEXAS  
 (512) 296-7041  
 www.secplanning.com • info@secplanning.com

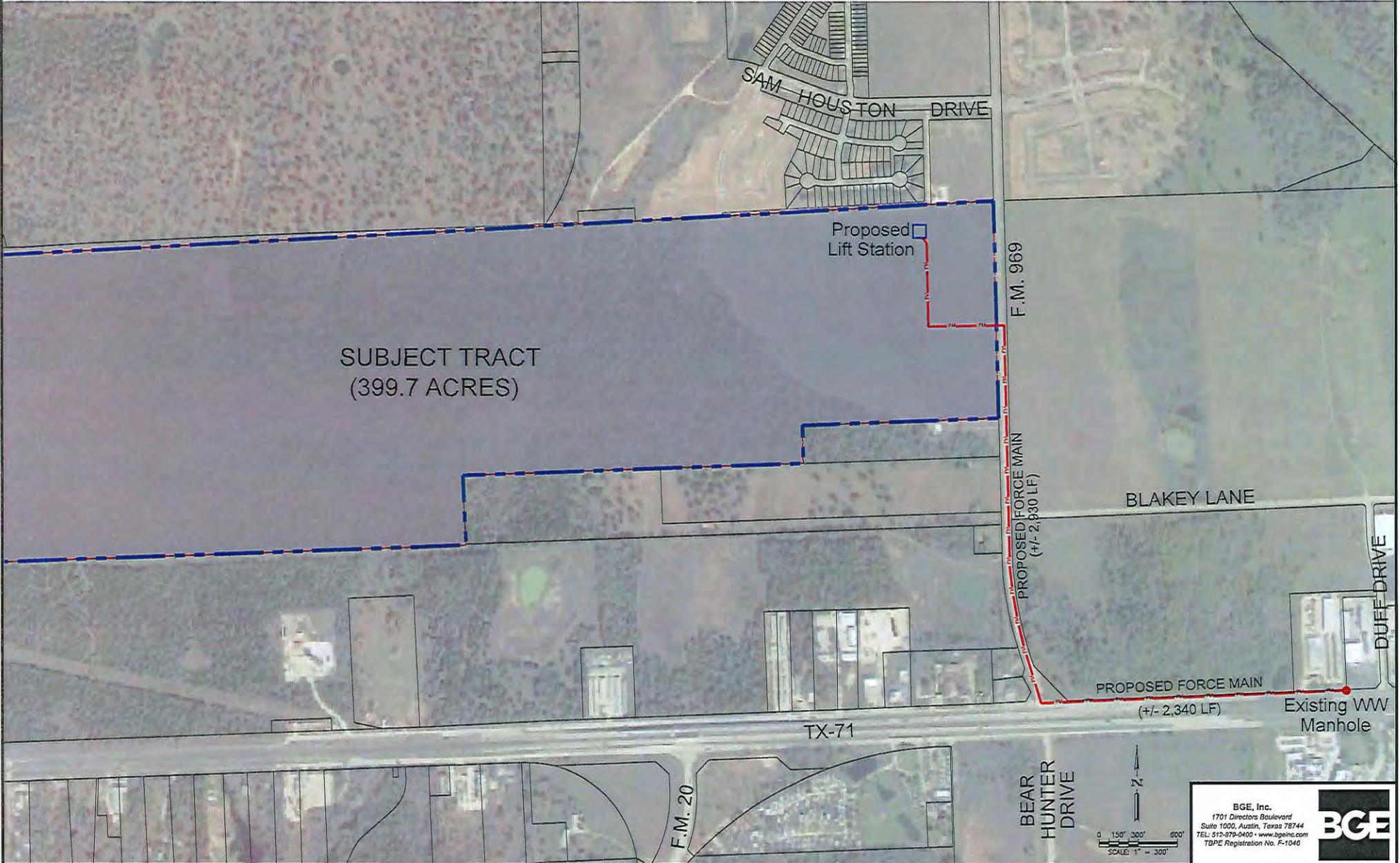
VIRIDIAN  
 PARKS AND OPEN SPACE EXHIBIT  
**D.R. HORTON**  
 BASTROP, TEXAS

0 500' 1,000' 2,000'  
 Scale: 1" = 1,000'  
 Date: April 12, 2021

SHEET FILE: W:\020202-HORTON\020202-01-PLANNING\Submittal\NDA Development Exhibit\Parks & Open Space Exhibit.dwg  
 Base mapping compiled from best available information. All m should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and represent any regulatory approval. Plan is subject to change.

**Exhibit E**  
**WASTEWATER FACILITIES**

# VIRIDIAN DEVELOPMENT (OFF-SITE WASTEWATER IMPROVEMENTS)



BGE, Inc.  
1701 Directors Boulevard  
Suite 1000, Austin, Texas 78744  
TEL: 512-879-0400 • www.bgeinc.com  
TBPB Registration No. F-1040



**Exhibit F**  
**DEVELOPMENT STANDARDS**

# VIRIDIAN DEVELOPMENT STANDARDS

VIRIDIAN DEVELOPMENT STANDARD TABLES

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
BLOCK LENGTH MAX		720 FT	720 FT
DOUBLE LOADED BLOCK PERIMETER MAX.		1440 FT	1440 FT
SINGLE LOADED BLOCK PERIMETER MAX.		1320 FT*	1320 FT
AVENUE	P	P	P
CONNECTOR	P	P	P
NEIGHBORHOOD STREET	P	P	P

BLANK = BY WARRANT P = PERMITTED NP = NOT PERMITTED

\*BLOCKS THAT EXCEED 720 FT SHALL BE BROKEN UP WITH A PEDESTRIAN STREET DEDICATED TO THE HOA.

**BUILDING TYPES –  
SEC. 2.5.001**

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
REARYARD			
COMMERCIAL	NP	NP	P
APARTMENT	NP	NP	P
ROWHOUSE	NP	NP	P
SIDEYARD			
SIDEYARD	NP	NP	P
COURTYARD			
COURTYARD HOUSE	NP	P	P
COURTYARD APARTMENT BUILDING	NP	NP	P
EDGEYARD			
RANCH HOUSE, VILLA	NP	P	NP
HOUSE	NP	P	P
DUPLEX	NP	P	P
TRIPLEX, FOURPLEX	NP	NP	P

BLANK = BY WARRANT    P = PERMITTED    NP = NOT PERMITTED

**ENCROACHMENT TYPES -  
SEC. 2.5.002**

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
PORCH	P	P	P
DOORYARD	NP	NP	P
TERRACE	NP	NP	P
STOOP	NP	NP	P
LIGHTWELL	NP	NP	P
GALLERY	NP	NP	P
ARCADE	NP	NP	NP

**LOT OCCUPATION - SEC. 2.3.009**

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
LOT COVERAGE		70% max	70% max
BUILDING FRONTAGE AT BUILD- TO-LINE		40% min	60% min.
BUILD-TO-LINE		10 ft – 25 ft	5 ft – 25 ft

BLANK = BY WARRANT    P = PERMITTED    NP = NOT PERMITTED

**BUILDING HEIGHT IN STORIES -  
SEC. 2.5.003**

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
PRINCIPAL BUILDING		2 max	3 max
ACCESSORY DWELLING UNIT		2 max	2 max

**FIRST LAYER ENCROACHMENTS -  
SEC. 2.5.002**

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
OPEN PORCH	NP	P	80% max
BALCONY AND/OR BAY WINDOW	NP	P	50% max
STOOP, LIGHTWELL, TERRACE OR DOORYARD	NP	NP	P

BLANK = BY WARRANT P = PERMITTED NP = NOT PERMITTED

**R.O.W. ENCROACHMENTS -  
SEC. 2.5.002**

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
AWNING, GALLERY, OR ARCADE			P

**PARKING LOCATION -  
SEC. 2.3.007**

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
SECOND LAYER	P	P	P
THIRD LAYER	P	P	P

**RESIDENTIAL GARAGE FRONT FACADE**

SECOND LAYER	NP	P	P
THIRD LAYER	NP	P	P

**SIGNAGE**

ADDRESS SIGN	*	*	*
AWNINGS & SIGNS	NP	NP	NP
BAND SIGNS	NP	NP	NP

BLANK = BY WARRANT P = PERMITTED NP = NOT PERMITTED

\*DEFAULT AS ESTABLISHED BY THE IBC AND IRC

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
BLADE SIGNS	NP	NP	NP
MARQUEE SIGNS	NP	NP	NP
NAME PLATE SIGNS	NP	NP	NP
OUTDOOR DISPLAY CASE	P	NP	NP
SIDEWALK SIGNS	P	NP	NP
WINDOW SIGNS	NP	NP	NP
YARD SIGNS	P	NP	NP
MONUMENT SIGN	P		P

BLANK = BY WARRANT    P = PERMITTED    NP = NOT PERMITTED

## VIRIDIAN DEVELOPMENT STANDARDS ELEMENTS

**Proposed Development Types-** Development Types define specific development standards within the VIRIDIAN Development based on the proposed Land Uses.

**Development Types:**

*Open Space (Base D1)*

*Single Family (Base D3)*

*Core (Base D5)*

**Street Types** - Streets serve as the public spaces connecting places and people. They transition from natural to urban form. All modes of transportation and settlement patterns are supported by the variety of Street Types presented in this Development Standards.

**Building Types** - Building Types correspond to the Development Types and Street Types. Building Types are contained within each Development Type to confirm the intensity of development aligns with the infrastructure and building forms to support the wide variety of Building Types.

## CHAPTER 1: DEVELOPMENT TYPE DEVELOPMENT STANDARDS

### SECTION 1.1 DEVELOPMENT TYPE DEVELOPMENT STANDARDS

#### SEC. 1.1.001 DEVELOPMENT TYPES ESTABLISHED

The VIRIDIAN Development Standards are divided into 3 Development Types that are established in Section 1.1.003. All land within the Viridian Development shall be classified into one of the following Development Types in Section 1.1.003.

- (a) A summary of the Standards of the Development Types is included in 3.2 Development Type Standards, Section 2.5, Building Types, and Section 2.5.003 Building Standards by Development Type.

#### SEC. 1.1.002 DEVELOPMENT TYPE BOUNDARIES

- (a) The boundary lines shown on the Development Type Map are usually along Streets, alleys, property lines, or extensions thereof.

#### SEC 1.1.003 DEVELOPMENT TYPE ZONING DISTRICTS TABLE

##### *Open Space*

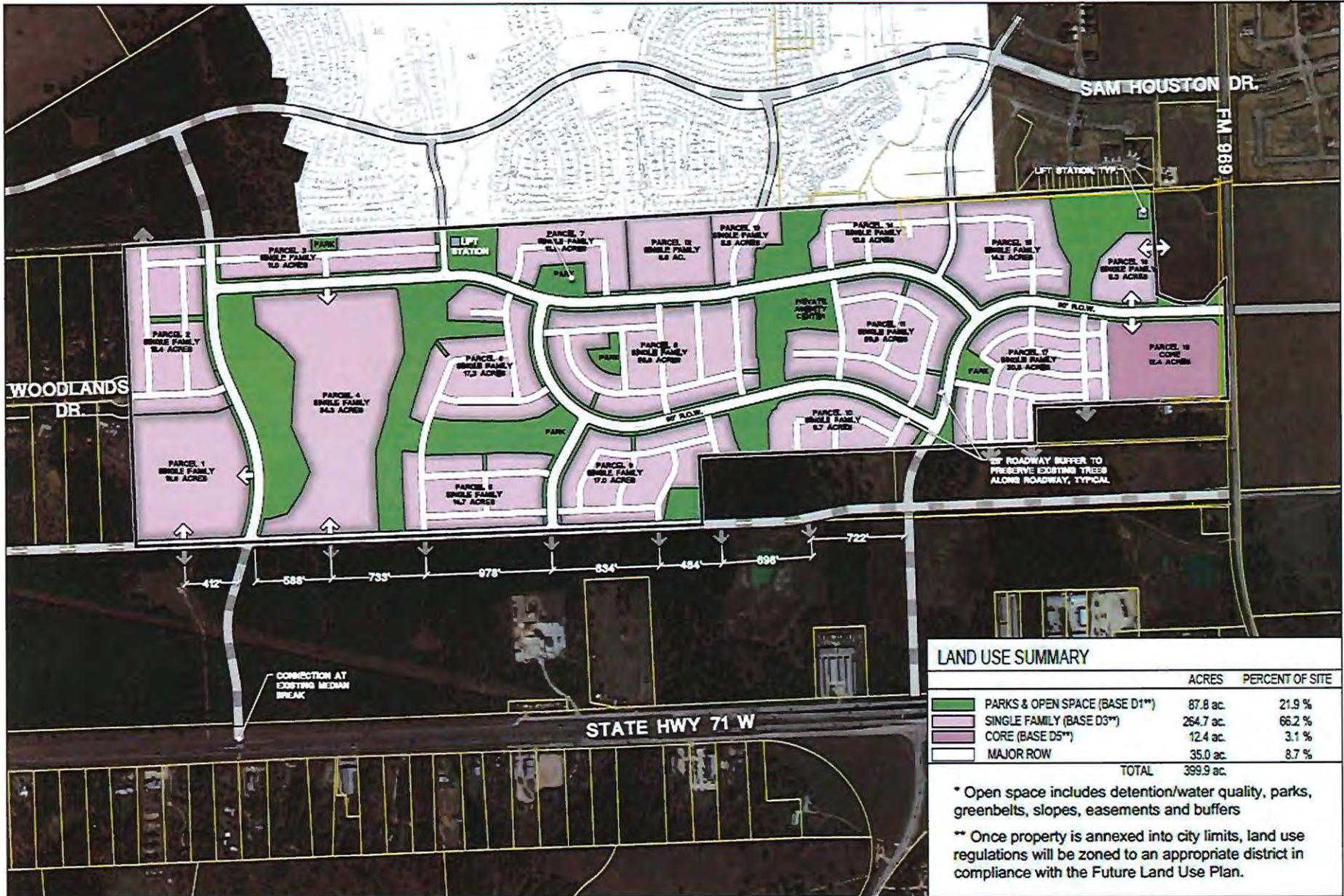
Lands in a natural state or reverting to a wilderness condition, including lands unsuitable for settlement due to topography, hydrology or vegetation. Open Space is intended to preserve areas that contain sensitive habitats, active or passive Open Spaces, parks and limited agriculture uses.

##### *Single Family*

Single Family Residential Area, planting is naturalistic and setbacks vary from relatively deep to shallow. The road and blocks may be irregular to accommodate for natural conditions. 50% of this area will consist of alley loaded Single Family Lots and 50% of Front Loaded Single Family lots.

##### *Core*

Higher density mixture of Building types that accommodate townhomes, duplex residential, commercial, retail, and apartments.



NOTE: ROADWAY ALIGNMENTS ARE CONCEPTUAL IN NATURE AND MAY BE ADJUSTED WITH FUTURE PLATTING AND CONSTRUCTION DOCUMENTS

**SEC Planning, LLC**  
 Land Planning + Landscape Architecture + Community Branding  
 AUSTIN, TEXAS  
 512.322.7800

**VIRIDIAN**  
 CONCEPTUAL LAND USE PLAN

**D.R. HORTON**  
 BASTROP, TEXAS

0 500' 1,000' 2,000'  
 North  
 Scale: 1" = 1,000'  
 Date: June 24, 2021

SHEET FILE: V:\2022\HORTON\Viridian\PLANNING\Bastrop\CA\_Development\Bastrop\Conceptual Land Use Plan 6-24-21.dwg  
 Base mapping compiled from best available information. All map should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

## CHAPTER 2: VIRIDIAN PRIVATE REALM DEVELOPMENT STANDARDS

### SECTION 2.1 GENERAL

#### SEC. 2.1.001 INSTRUCTIONS

- (a) Lots and buildings located in the Private Realm within the Viridian Development shall be subject to the requirements of this section.
  - (1) Lots and buildings shall be regulated according to the Building Type, Lot Occupation, Building placement, Building height, Private Frontage, use, parking spaces, parking placement, landscaping and signage Standards.
- (b) Regulatory terminology related to private lots used in this section is diagrammed for illustrative purposes only.
- (c) A running total of Single-Family front loaded versus Single-Family alley loaded lots will be provided with each plat to verify compliance with D-3 ratio.

### SECTION 2.2 PERMITTING REQUIREMENTS

- (a) Building or Construction permits shall not be issued for Development or redevelopment of private lots prior to the approval of a Building or Site Plan drawn to scale with the following details:
  - (1) For preliminary Site and Building plan approval:
    - A. See B3 Technical Manual for Site Plan Review requirements.
    - B. See the Bastrop Development Manual for review timeline and Site Plan Checklists.
  - (2) Individual home applications in Single Family and two-family development as defined by the IRC is exempt from the Site Plan process.
  - (3) Building and Site Plans submitted under this Code shall be prepared by the Applicant and shall be submitted for Administrative Approval once all Code Standards are met.
  - (4) All development will follow City of Bastrop Building Codes in effect at the time of permitting.

## SECTION 2.3 GENERAL LOT STANDARDS

### SEC. 2.3.001 LOT DIMENSIONS

- (a) Lot width is measured between the side Lot lines at the Street Setback line.
- (b) Lots may have multiple Frontages as illustrated on Figure 6.1. One Frontage Line is designated the Primary Frontage Line and all remaining Frontage Lines are designated as Secondary Frontage Lines.
- (c) Lots shall be divided into regulatory Layers as illustrated on Figure 6.1 and Figure 6.2. Standards for the second and third Layers pertain only to the Primary Frontage. Standards for the First Layer pertain to both Frontages.
  - (1) The First Layer is the area of a Lot from the Frontage Line to the Facade of the Principal Building.
  - (2) The Second Layer is the area of the Lot set behind the First Layer to a depth of 20 feet in all Development Types.
  - (3) The Third Layer is the area of a Lot set behind the Second Layer and extending to the rear Lot Line.
    - A. The location of the Build-to-Line, on Infill properties, is established on Section 2.5.003 Building Standards per Development Type.
- (d) All buildings and Structures must be located at or behind the side or rear International Building Code (IBC) or International Residential Code (IRC) separation line and must comply with the following lot setbacks:
  - a. 5 ft Sideyard Setback (Reduced to 3 ft on lots 40 ft wide or narrower when the adjacent exterior walls shall comply with the fire resistance requirements established in the International Fire Code, International Building Code and/or International Residential Code) for Residential
  - b. 10 ft Rearyard Setback

SEC. 2.3.002 LOT LAYERS & FRONTAGE LINES

Table 6.1:

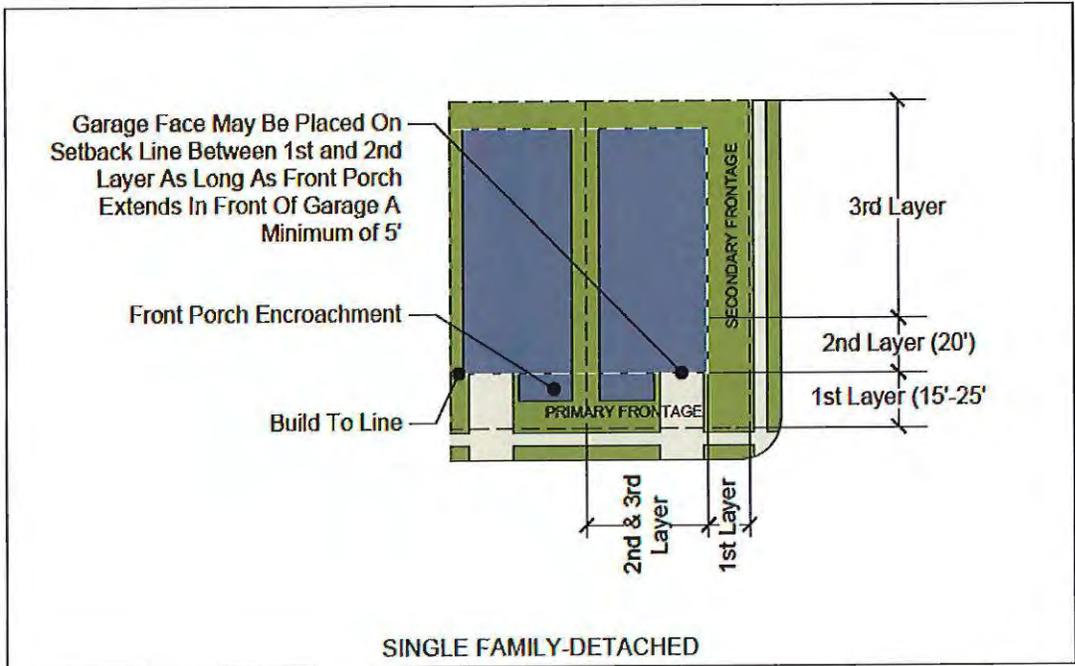


Table 6.2

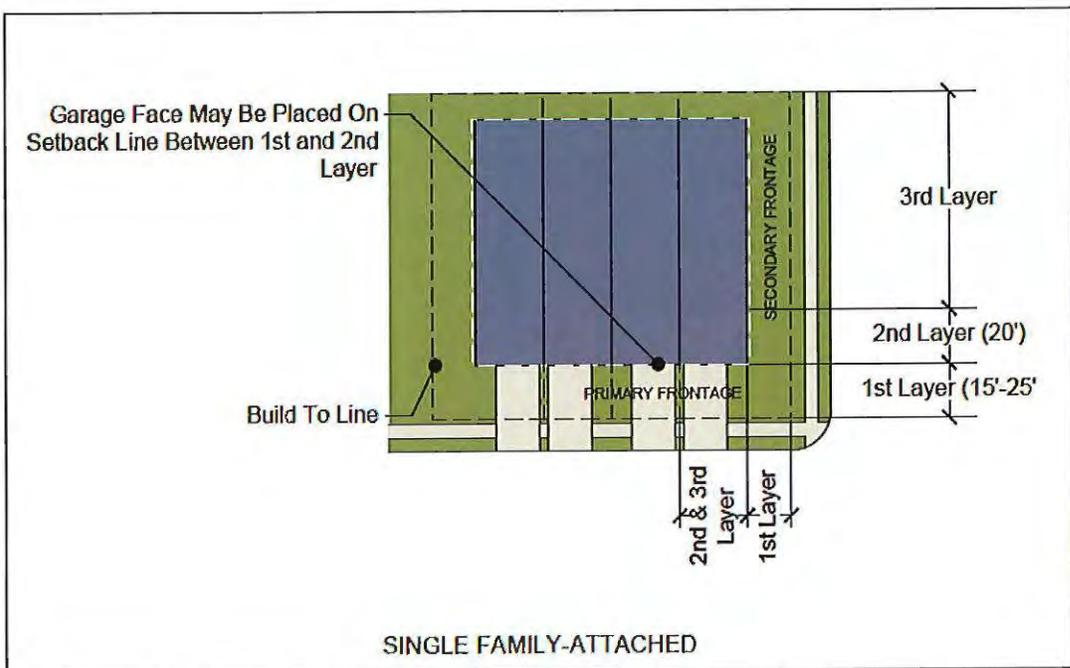
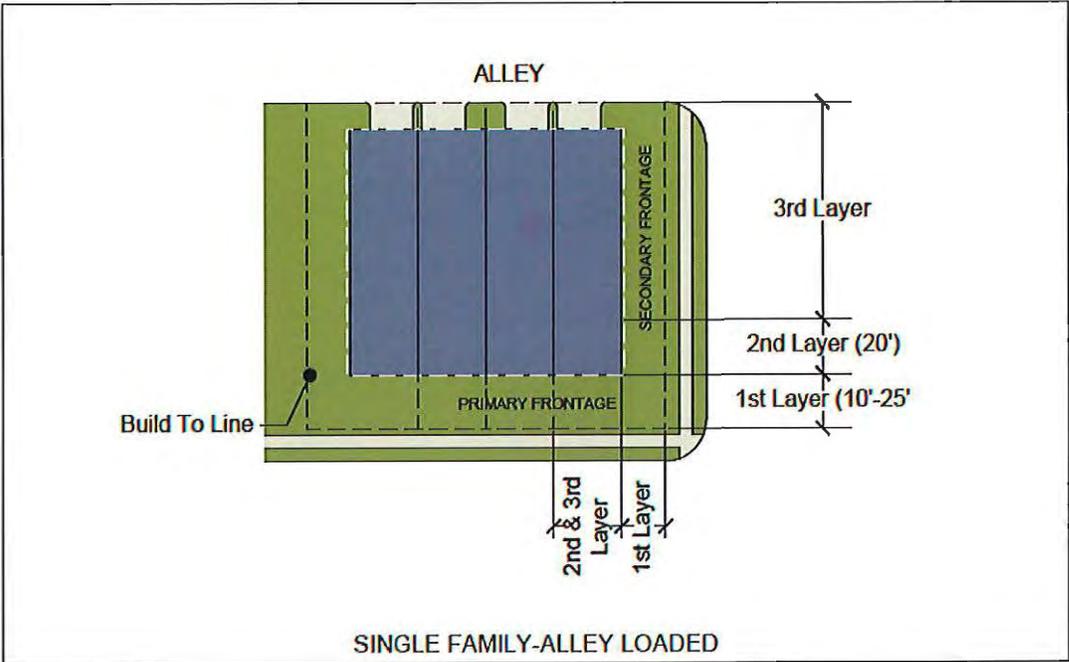


Table 6.3



### SEC. 2.3.003 BUILDING PLACEMENT

- (a) Principal buildings shall be positioned on a Lot in accordance with Section 6.5.003 Building Standards per Place Type.
  - (1) The First Layer is the area of land between the Frontage Line and the Build-to-Line. The First Layer is measured from the Frontage Line.
  - (2) The required Build-to-Line is the minimum percentage of the front Building Facade that must be located within the First Layer, measured based on the width of the Building divided by the width of the Lot.
  - (3) A Building Facade must be placed within the First Layer for the first 30 feet along the Street extending from any Block corner.
    - A. All Structures and encroachments customarily allowed on the Lot are permitted in the First Layer.

### SEC. 2.3.005 BUILDING SEPARATION

- (a) Fences and screening walls may extend into the IBC Building separation line and Alley Setback.
- (b) Side and Rear Building separation will be determined by the IBC as adopted by the City and per the setbacks established on Section 2.3.001 (d)

### SEC. 2.3.006 ALLEYS & DRIVEWAY LOCATIONS

- (a) Driveways:
  - (1) Where Alleys are present, all vehicular access shall be provided from the Alley.
  - (2) Where a Lot does not have access to an Alley, driveways are allowed in accordance with this section.
  - (3) Driveways shall be located as far from the adjacent public Street intersection as practical to achieve maximum available corner clearance, with consideration of property limits, adjacent Curb cuts, topography, and existing Drainage facilities. Non-Alley loaded driveways may intersect a Street no closer than twenty (20) feet from the intersection of 2 Street rights-of-way in Single Family Development Type, and forty (40) feet Core Development Type.
  - (4) Mid-Block lots greater than 40' in width at the Frontage are allowed one Driveway with a maximum width of 24' for two-way and 12' for one-way driveways.
  - (5) In Open Space or Core Development Type, driveways accessing up to 80 feet wide of Street right-of-way must be spaced 200 feet apart centerline to centerline, and driveways accessing more than an 80 feet wide Street right-of-way must be spaced 300 feet apart centerline to centerline.
  - (6) Nothing in this section shall prevent all Site access to any property.

## SEC. 2.3.007 PARKING

- (1) Residential garage access is permitted from the public Street or from an Alley.
- (2) Residential garage front facades must begin, a minimum of 5 ft behind the front of the house.
- (3) Parking spaces provided internal to a Lot shall be located entirely behind the minimum rear Setback as specified by Building Type and Development Type.
- (4) For the purposes of this Section the front of the house is defined as the front edge of the front porch.

## SEC. 2.3.008 CROSS ACCESS CONNECTIONS

- (a) Cross-access easements and connections to adjoining properties shall be required to connect driveways and parking lots where no Alley is present.
- (b) Internal vehicular circulation areas shall be designed and installed to allow for cross-access between abutting lots;
- (c) In the event these conditions cannot be met without undue hardship or if such connections would create undesirable traffic flow, the connection requirement will be permitted
- (d) Where a parking lot connection is required, an easement for ingress and egress to adjacent lots shall be recorded on the Plat or by separate instrument as appropriate.
- (e) Additional Standards shall be found in the B3 Technical Manual

## SEC. 2.3.009 LOT OCCUPATION

- (a) In Single Family Development Type, three buildings may be built on each Lot, one Principal Building and two Accessory Units or Accessory Dwelling Units as generally illustrated on Section 2.4 Lot Structure Description & Diagram.
- (b) Lot coverage by buildings (i.e. impervious surface requirements) are specified in Section 2.5.003.A.
- (c) For Building height see standard by Development Type. If the Building height is undefined in this document see the International Building Code as adopted by the City of Bastrop.
- (d) Stories may not exceed 14 feet in height from finished floor to finished ceiling, except for a first floor Commercial Building, which shall be a minimum of 11 feet with a maximum of 25 feet.
- (e) In the 100-year Floodplain, a first level Residential or lodging shall be raised a minimum of 2 feet from the Base Flood Elevation.

### SEC. 2.3.010 PRIVATE FRONTAGE

- (a) Permitted Encroachments into the First Layer of any Lot are specified in Section 2.5.002, Permitted Encroachments per Development Type. Terminology used to identify these elements is diagrammed for illustrative purposes only.
- (b) The Facade of the Principal Building shall be built parallel to the Frontage Line or to the tangent of a curved Frontage Line of a Lot, and along a minimum percentage of the Frontage width at the Build-to-Line as specified as Facade Buildout in Section 2.5.003, Building Standards per Development Type.
- (c) Openings above the first Story shall not exceed 50% of the total Building wall area, with each Facade being calculated independently.
- (d) All opening, including porches, galleries, Arcades, and windows, with the exception of shopfronts, shall be square or vertical in proportion.

### SEC. 2.3.011 ARTICULATION GUIDELINES

The front elevation of all homes shall contain wall plane articulation. No elevations shall be a single wall plane across the entire width of the front elevation. Each front elevation shall contain a minimum of two of the following elements, to be identified on the architectural plans submitted for building permit:

- (a) A minimum of two wall planes on the front elevation, offset a minimum of 18 inches
- (b) Covered front porch or patio with a minimum size of 60 square feet
- (c) A side-entry or swing-in garage entry (for garage doors that do not face the front street)
- (d) A garage door recessed from the primary front façade a minimum of five feet (for garage doors that face the front street)
- (e) Enhanced garage door materials (wood, ornamental metal, decorative door, window inserts and hardware, painted or stained to match house)
- (f) Shed roof or trellis (at least 18" deep) above garage door for additional architectural detail
- (g) A combination of at least two roof types (e.g., hip and gable) or two different roof planes of varying height and/or direction
- (h) Two or more material finishes to complement the architectural style of the home
- (i) The addition of one or more dormers on the front elevation to complement the architectural style of the home

### SEC. 2.3.012 LIGHTING STANDARDS

All light fixtures, including security lighting, except street lamps, shall be aimed or shielded so that the direct illumination shall be confined to the property boundaries of the source. Particular care is to be taken to assure that the direct illumination does not fall onto or across any public or private street or road. Motion sensing lighting fixtures shall be properly adjusted, according to the manufacturer's instructions, to turn off when detected motion ceases.

No new mercury vapor light fixtures or replacement equipment other than bulbs shall be sold or installed for use as outdoor lighting within the city after the effective date of this Ordinance.

Search lights, laser source lights, strobe or flashing lights, motion or illusion lights or any similar high-intensity light shall not be permitted, except in emergencies by police and fire personnel at their direction or as permitted in section 45.11. Does not include movie projection in conjunction with 'Movies in the Park' or an approved special event permit.

Total outdoor light output, excluding streetlights used for illumination of public rights-of-way, of any development project shall not exceed 100,000 lumens per net acre, averaged over the entire property.

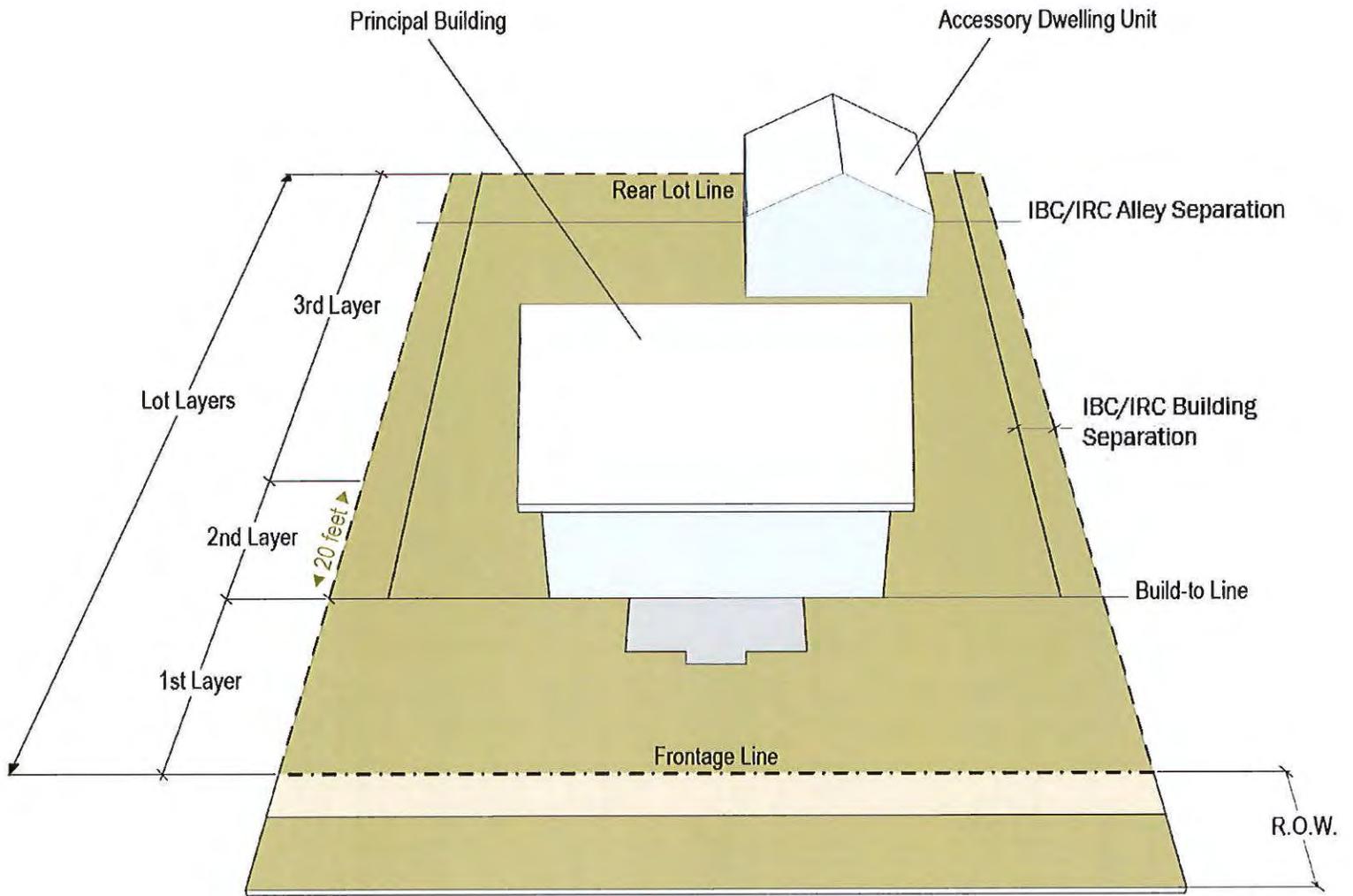
Lighting used for all externally illuminated signs shall conform to all restrictions of this section and shall be fully shielded.

Parking lot lighting standards. Lighting standards (poles) shall be sized in such a manner that the top of any luminary does not exceed 30 feet above adjacent grade, unless otherwise approved by the City Council.

SECTION 2.4 LOT STRUCTURE DESCRIPTION & DIAGRAM

BUILDINGS	
Principal Building	The main Building on a Lot.
Accessory Structures	A secondary Building usually located toward the rear of the same Lot as a Principal Building such as a garage, carport, or workshop and may include a dwelling unit, but no more than two per Lot.
LOT LAYERS	
First Layer	The area of a Lot from the Frontage Line to the Facade of the Principal Building.
Second Layer	The area of a Lot set behind the First Layer to a depth of 20 feet in all Development Types.
Third Layer	The area of a Lot set behind the Second Layer and extending to the rear Lot Line.
LOT	
Build-to-Line	The minimum percentage of the front Building Facade that must be located within the First Layer.
Lot Width	The length of the Principal Frontage Line of a Lot.
Frontage Line	Where the Property Line meets R.O.W.
Rear Lot Line	Where the Property Line meets Alley R.O.W. or an adjoining side/ rear property line.

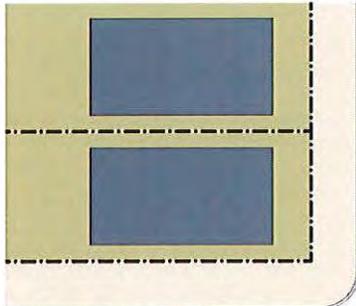
LOT STRUCTURE DIAGRAM



## SECTION 2.5 BUILDING TYPES

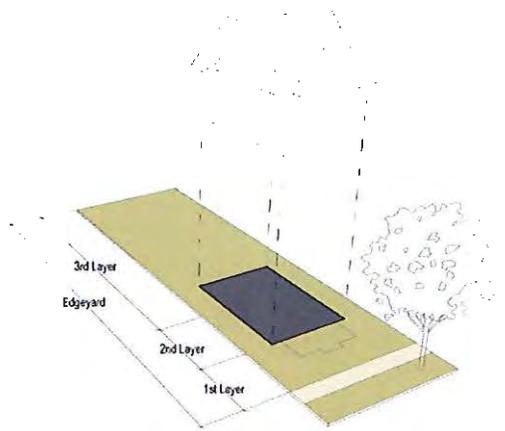
### (a) EDGEYARD

The placement of a Building within the boundaries of its Lot to create an Edgeyard around the Building, with IBC separation and setbacks per Section 2.3.001 (d) on all sides. This is the least urban of types as the front yard sets the Building back from the Public Frontage, while the side yards weaken the spatial definition of the Thoroughfare in front of the Building.

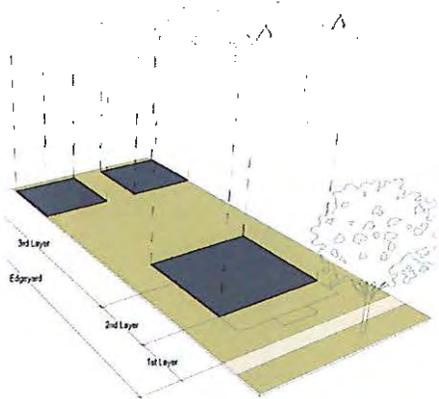


**GENERAL PLACEMENT**

Variants:, House, Duplex, Triplex, Fourplex



**HOUSE**

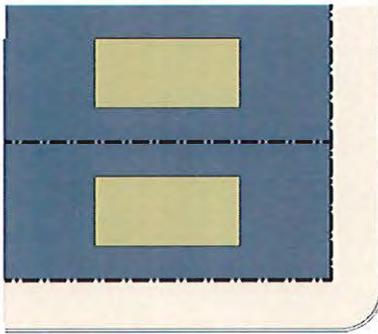


DUPLEX, TRIPLEX, FOURPLEX

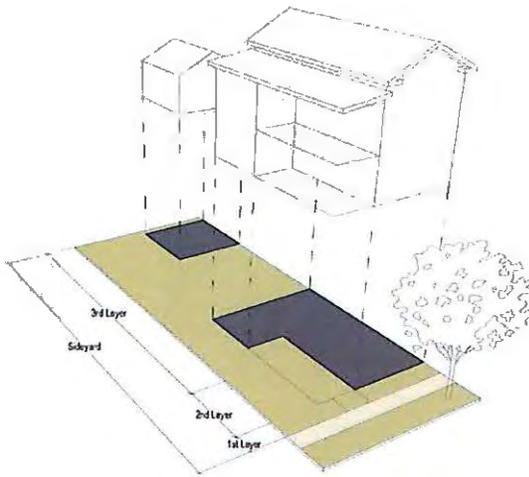
**(b) SIDEYARD**

The placement of a Building within the boundaries of its Lot to create a private Sideyard, with a Setback to one side. A shallow Front Setback defines a more urban condition. If the adjacent Building is similar with a blank side wall, the yard can be quite private. This type permits systematic climatic orientation response to the sun or the breeze. If a Sideyard House abuts a neighboring Sideyard House, the type is known as a twin or double House.

Variants: Sideyard House



**GENERAL PLACEMENT**

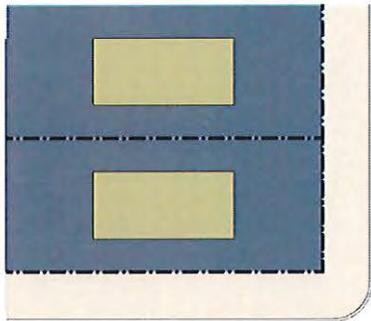


**SIDEYARD**

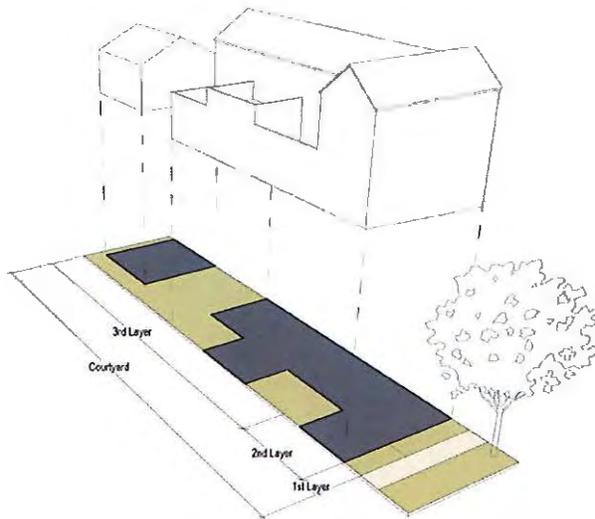
**(c) COURTYARD**

A Building placed within the boundaries of its Lot to create a private Courtyard, while internally defining one or more private patios. Common walls shared with adjacent buildings create a continuous Facade along the Frontage Line that steadily defines the public Thoroughfare in front of the Building. This is the most urban of types, as it is able to shield the Private Realm from all sides.

Variants: Courtyard House, Courtyard Apartment Building



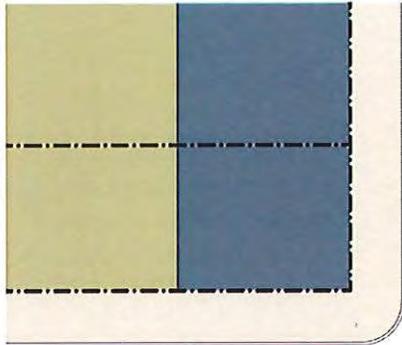
**GENERAL PLACEMENT**



**COURTHOUSE**

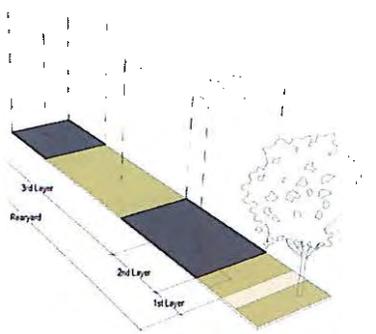
**(d) REARYARD**

The placement of a Building within the boundaries of its Lot to create a Rearyard, leaving the rear of the Lot as private space or available for dedicated parking in its Commercial form. Common walls shared with adjacent buildings create a continuous Facade along the Frontage Line that steadily defines the public Thoroughfare in front of the Building. Rear elevations may be articulated for functional purposes.

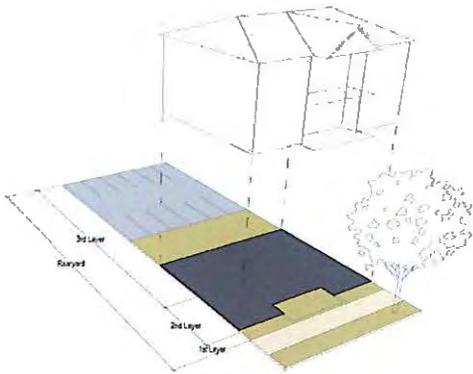


**GENERAL PLACEMENT**

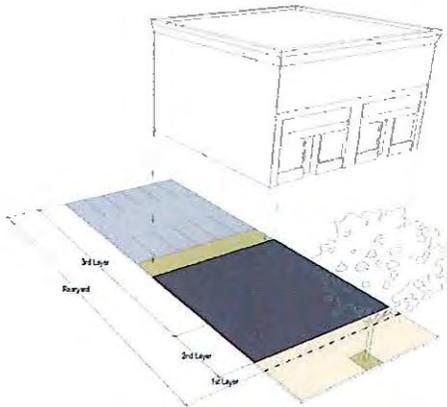
Variants: Rowhouse, Apartment Building (5+ Units), Commercial Building, Live-Work Building, Mixed-Use Building,



**ROWHOUSE**



**APARTMENT BUILDING**



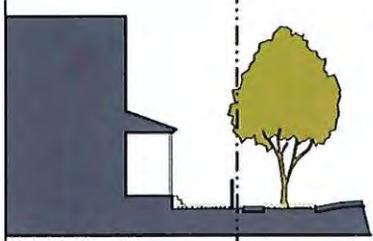
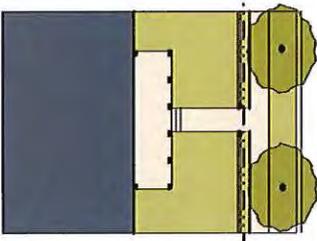
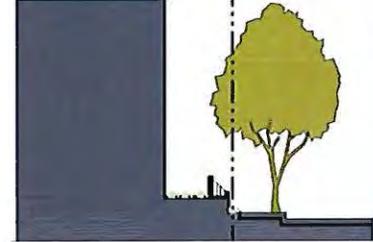
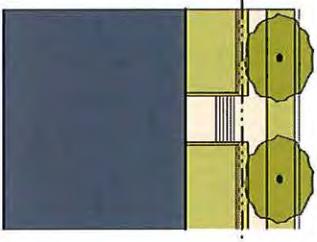
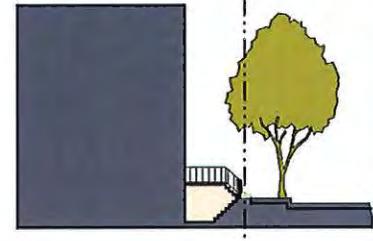
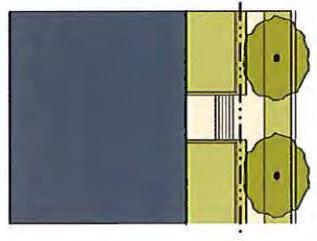
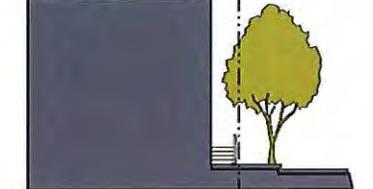
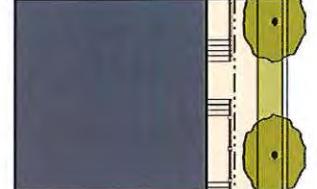
**COMMERCIAL BUILDING**

SEC 2.5.001 PERMITTED BUILDING TYPES PER DEVELOPMENT TYPE

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
<b>A: REARYARD</b>			
COMMERCIAL BUILDING		NP	P
APARTMENT BUILDING	NP	NP	P
ROWHOUSE	NP	NP	P
<b>B: SIDEYARD</b>			
SIDEYARD	NP	NP	P
<b>C: COURTYARD</b>			
COURTYARD HOUSE	NP	P	P
COURTYARD APARTMENT BUILDING	NP	NP	P
<b>D: EDGEYARD</b>			
RANCH HOUSE, VILLA	NP	P	NP
HOUSE	NP	P	P
DUPLEX	NP	P	P
TRIPLEX, FOURPLEX	NP	NP	P

BLANK = BY WARRANT    P = PERMITTED    NP = NOT PERMITTED

SEC 2.5.002 PERMITTED ENCROACHMENTS PER DEVELOPMENT TYPE

	Private Realm	Public Realm	SF	CORE	DESCRIPTION
PORCH			P	P	A roof covered raised platform
DOORYARD			NP	P	An elevated front yard extending to the Frontage Line, buffering it from Pedestrian activity of the Sidewalk.
TERRACE			NP	P	An elevated, paved patio or veranda at the entrance to a Building. This type is suitable for first floor Commercial Uses as an outdoor seating area.
STOOP			NP	P	An exterior stair and landing leading to an elevated first Story of a Building.

	Private Realm	Public Realm	SF	CORE	DESCRIPTION
LIGHTWELL			NP	P	An exterior stair and landing leading to a below grade Story of a Building.
GALLERY			NP	P	An attached cantilevered shed or a lightweight colonnade extending from a Building Facade to overlap the sidewalk.
ARCADE			NP	P	Colonnade supported upper stories of a Building projecting over the Sidewalk, where the Facade of the first Story remains or behind the Frontage Line.

P=PERMITTED NP=NOT PERMITTED

SEC 2.5.003 BUILDING STANDARDS PER DEVELOPMENT TYPE

<b>LOT OCCUPATION - SEC. 2.3.009</b>			
DEVELOPMENT TYPE	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
LOT COVERAGE		70% max	70% max
BUILDING FRONTAGE AT BUILD-TO-LINE		40% min	60% min
BUILD-TO-LINE		10/15 ft – 25 ft	5 ft – 20 ft

<b>BUILDING HEIGHT IN STORIES - SEC. 2.5.003</b>			
	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
PRINCIPAL BUILDING	NP	2 max	3 max
ACCESSORY DWELLING UNIT	NP	2 max	2 max

<b>FIRST LAYER ENCROACHMENTS - SEC. 2.5.002</b>			
	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
OPEN PORCH	NP	50%	80% max
BALCONY AND/OR BAY WINDOW	NP	50%	50% max
STOOP, LIGHTWELL, TERRACE OR DOORYARD	NP	NP	P

BLANK = BY WARRANT    P = PERMITTED    NP = NOT PERMITTED

<b>R.O.W. ENCROACHMENTS - SEC. 2.5.002</b>			
	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
AWNING, GALLERY, OR ARCADE		NP	To within 2 ft of the curb*

BLANK = BY WARRANT    P = PERMITTED    NP = NOT PERMITTED

\*WITH LICENSE TO ENCROACH INTO THE RIGHT OF WAY

PARKING LOCATION - SEC. 2.3.007			
	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
SECOND LAYER	P*	P	P*
THIRD LAYER	P*	P	P

BLANK = BY WARRANT    P = PERMITTED    NP = NOT PERMITTED

\*SUBJECT TO SCREENING REQUIREMENTS

## CHAPTER 3: VIRIDIAN PUBLIC REALM DEVELOPMENT STANDARDS

### SECTION 3.1 STREETS & PUBLIC REALM

#### SEC. 3.1.001 GENERAL

- (a) Development located within the Viridian Development shall be subject to the requirements of this Section.
- (b) **Street Arrangement:** The Viridian Transportation Plan establish the foundation for the Mandatory Street Network. All Streets shall be continuous or in alignment with existing Streets unless variations are deemed advisable due to topography and requirements of traffic circulation.
- (c) **Street Design:** To assure adequate and proper Streets, a soils evaluation report by a licensed Engineer shall be required. This report shall be submitted with the plans and specifications for Street improvements. Generally, all Streets shall be surfaced with one of the surfaces indicated below with Curb and gutter as set forth in and built according to the current City of Bastrop Construction Standards Manual and Details.
- (d) **Street Widths:** Avenue Roads shall have a minimum dedicated right-of way of 80 feet and a minimum paving width Curb to Curb of 36 feet. Connector Streets used to primarily serve neighborhoods shall have a minimum dedicated right-of-way of 60 feet and a minimum (paving) width Curb to Curb of 32 feet. Neighborhood and Local Streets shall have a minimum dedicated right-of-way of 55.5 feet with a minimum paving width Curb to Curb of 28 feet.
- (e) **Intersections:**
  - (1) All Streets, major, neighborhood connector must intersect at an angle no less than 80 degrees or greater than 100 degrees. Unless existing Site constraints will not allow for this alignment.
  - (2) Curbs at acute angle intersections, shall have 25 foot radii at acute corners.
  - (3) Each new Street intersection with, or extending to meet, an existing Street, shall be tied to the existing Street on center line.
  - (4) **Minimum Curb radius at intersections:**
    - A. Avenue Roadway - 20 foot
    - B. Local Connector - 15 foot
    - C. Neighborhood Street - 10 foot

## (f) Cul-De-Sacs:

- (1) Dead-end Streets must be avoided unless approved due to geographically sensitive areas, topography, railroad tracts, or another physical barrier.
- (2) Dead-end Streets may be platted where the land being divided adjoins property not being divided, in which case the Streets shall be carried to the boundaries thereof. Streets designed to be permanently dead-end shall not be longer than 500 feet and shall be provided at the closed end with a paved cul-de-sac at least 80 feet in diameter.
- (3) Temporary turnarounds are to be used at the end of a Street more than 300 feet long that will be extended in the future.

(g) Street Names: New Streets shall be named to provide continuity of name with existing Streets and to prevent conflict with identical or similar names in other parts of the City, as determined by the 911 coordinator for the City and/or County.

(h) Private Streets: To prevent future conflicts regarding Street maintenance, private Streets are prohibited, except where justified by special considerations. Private Streets may be permitted by approval of the City Council after evaluation of such considerations.

(i) Street Signs: Street Signs are required at all intersections. Signs will meet current City Sign Standards or match the existing Street Signs of the adjacent joining Streets.

## (j) Alleys:

- (1) Pavement Type: Alleys shall be paved with reinforced concrete conforming to Street paving requirements.
  - A. Alternative Construction methods may be approved by the Director of Engineering.
- (2) Width: A minimum paved width of 16 feet and a minimum right-of-way of 20 feet shall be required for all alleys.
- (3) Drainage: Adequate Drainage shall be provided with paved sections or by swales to drain all lots to Streets without Drainage easements through lots where possible. The depth of Swale shall be as required for Drainage with a minimum longitudinal slope of 1/2 of 1.5% percent toward a Street or Drainage easement.
- (4) Streets and Alleys shall be designed by a register engineer meeting the specifications of this manual and the City of Bastrop Construction Standards Manual.

(k) If there are deviations from the Viridian Development Master Transportation Plan and the City of Bastrop Major Thoroughfare Map, the Director of Planning & Development may require a Traffic Impact Analysis to be administratively reviewed and approved.

## SECTION 3.2 NEW STREETS

### SEC. 3.2.001 STREET RIGHT-OF-WAY WIDTH

- (a) Street right-of-way width for Thoroughfare Master Plan Streets must be dedicated as specified in the Viridian Development Master Transportation Plan.
- (b) Alignments may be adjusted and approved administratively by the Director of Planning & Development if significant topographical or environmental constraints are found.
- (c) Sufficient right-of-way must be dedicated to the City/County for Streets and sidewalks, in accordance with the Master Transportation Plan. Typical Street right-of way widths are illustrated in this Section.
- (d) Additional right-of- way beyond that shown in the applicable Street typical cross-section will be provided to accommodate turn lanes when warranted.

### SEC. 3.2.002 MEASUREMENT OF STREETS & PUBLIC REALM

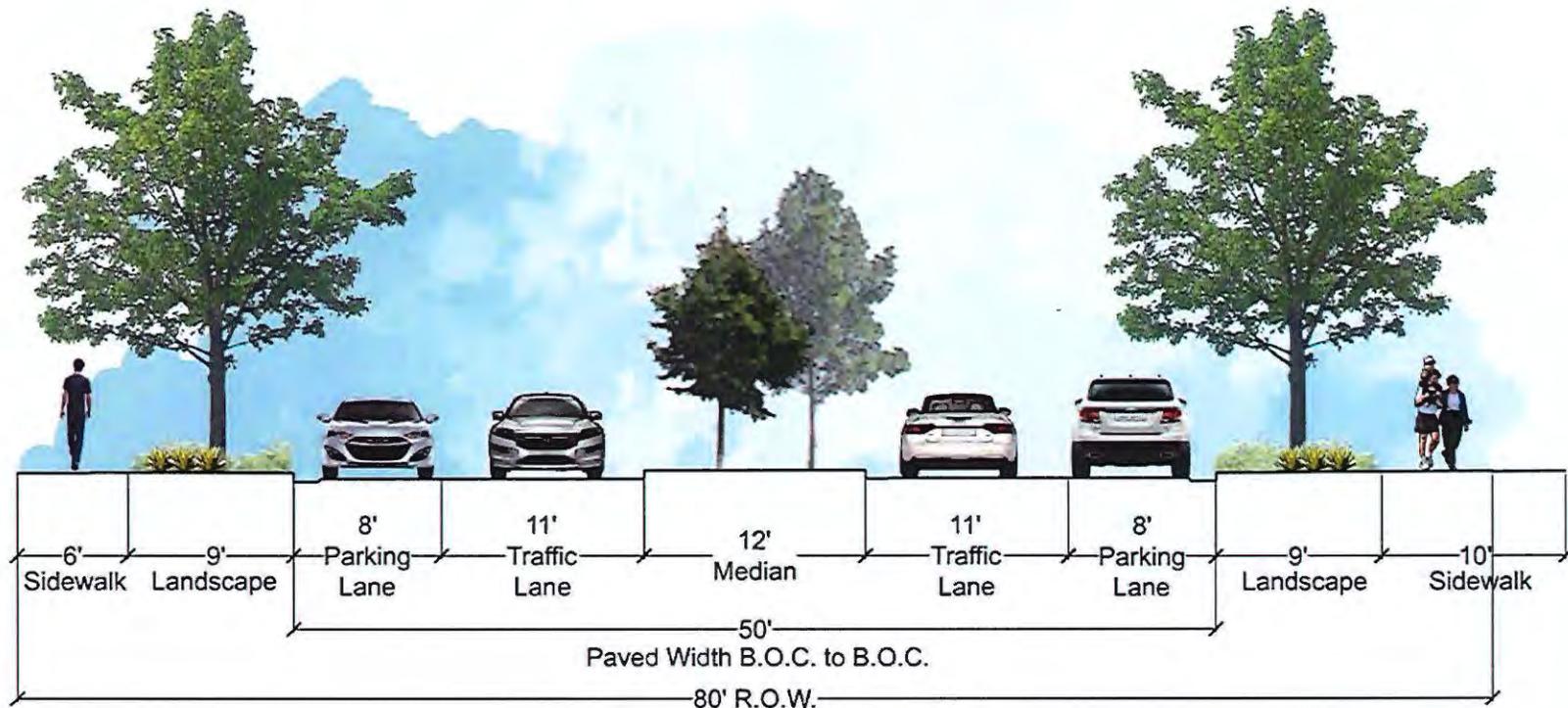
- (a) Face of Curb. All measurements of parking spaces and lane widths are taken from the Face of Curb and are inclusive of the gutter.
- (b) Pavement Markings. All measurements of parking spaces and lane widths are made to the center of pavement markings.

## SECTION 3.3 STREET TYPES

Streets Types have been provided which correspond back to the built environment they serve.

(a) The Street Types are separated into three categories:

- (1) Primary Multimodal Street: Avenue (80' R.O.W.) - provide a higher degree of mobility than most of the grid network by serving travel between major destinations or activity centers, as well as providing local cross-City route alternatives to the major highway routes. These streets should be designed as walkable, low to moderate speed thoroughfares that carry both through and local traffic pedestrian, and bicyclists, these will be considered in compliance with this Section by following the requirements established in Section 3.3.001
- (2) Connector (60' R.O.W.) - provide a higher degree of direct access to abutting property. These Streets should be designed as walkable, low- speed Streets, that connect different Development Types and neighborhoods together, these will be considered in compliance with this Section by following the requirements established in Section 3.3.002
- (3) Neighborhood Street A (55.5' R.O.W.) – provide a higher degree of direct access to abutting property. These Streets should be designed as walkable, low-speed Streets, these will be considered in compliance with this Section by following the requirements in Section 3.3.003



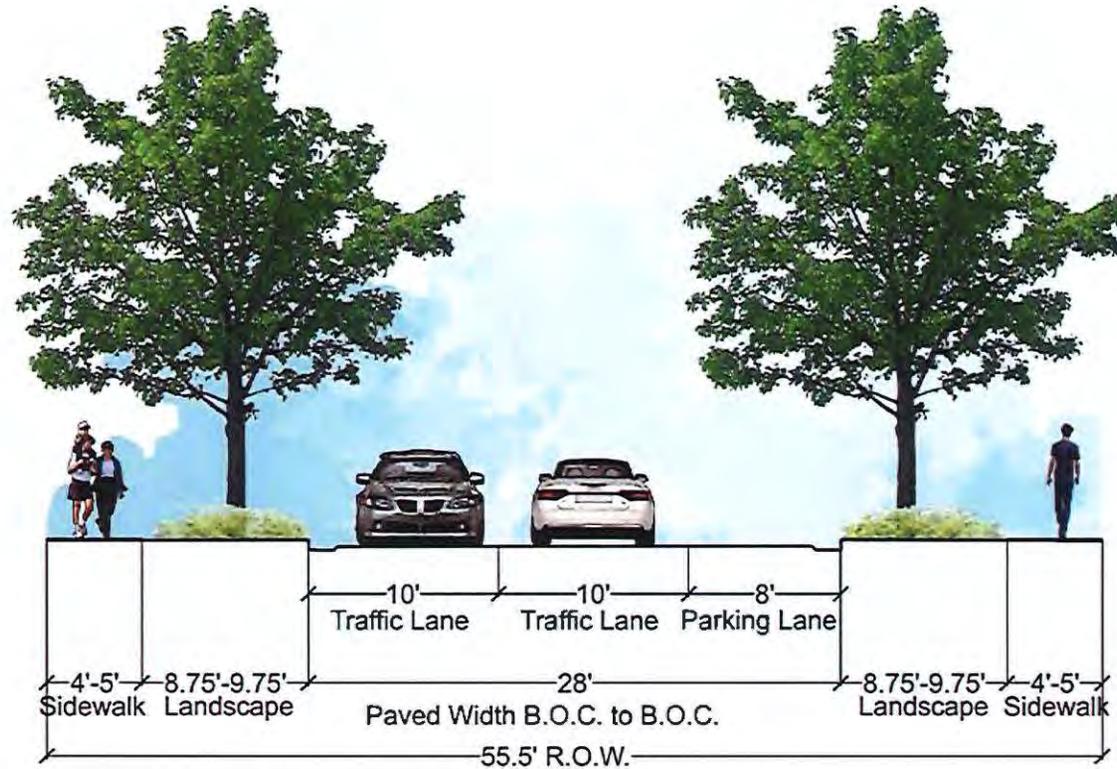
AVENUE STREET

Note: Need street lights at all intersections and significant bends, and shall not exceed 175' of spacing.

Note: 10' sidewalk provided on one side of avenue. Sidewalks may meander in and out of the right of way and into adjacent landscape lot.



SEC. 3.3.003 NEIGHBORHOOD STREET "A"



\*4' SIDEWALK IF HOUSING PRODUCT IS FRONT LOADED.  
 \*5' SIDEWALK IF HOUSING PRODUCT IS ALLEY LOADED.

**NEIGHBORHOOD STREET**

Note: Need street lights at all intersections and significant bends, and shall not exceed 175' of spacing.

SEC. 3.3.004 ALLEY SECTION





### SEC. 3.3.006 COMPLIANCE WITH THE VIRIDIAN MASTER TRANSPORTATION PLAN

- (a) Intent : The pattern of Streets on the Viridian Master Thoroughfare Plan is intended to create a connected Street network that provides a variety of routes for Pedestrian, Bicycle and vehicular traffic, while respecting the conditions of the natural environment.
- (b) the location of internal Streets may vary from their locations on the Viridian Master Transportation Plan, subject to the following conditions:
  - (1) The proposed arrangement meets the intent of the Viridian Master Transportation Plan.
  - (2) Overall connectivity to adjacent tracts shall not be decreased.
  - (3) Approved Administratively by the Director of Planning and Development.

### SEC. 3.3.007 PUBLIC FRONTAGE STANDARDS

- (a) Street Types may be configured a variety of patterns and layouts along different Street Types. Street designs and must include:
  - 1. The type of Drainage located adjacent to the vehicle lane;
  - 2. The Furnishing Zone area provided to accommodate Street Trees, Public Infrastructure, and Public Furniture; and,
- (b) The Public Frontage of Streets shall be designed as specified in this document and constructed in accordance with the B3 Technical Manual.
- (c) The paving design of the Walkway shall be continuous for the extent of each Block Face.
- (d) Sidewalks are required on all Primary Multimodal Streets, Neighborhood Streets and Local Connector Streets. The width and location of sidewalks shall be in accordance with the appropriate Street cross-section as defined in this document. The area between Curb and Sidewalk shall be excavated or filled to provide a uniform grade to match with the longitudinal Street grade. The ground elevation at the right-of-way line shall be not more than 2 feet nor less than 3 inches above the elevation of the top of the adjacent Curb. All sidewalks shall be of a continuing common surface, not interrupted by steps or abrupt changes in level. Wherever sidewalks end, at cross Streets or parking areas, they shall bend to a common level by constructing handicapped ramps in compliance with Americans with Disabilities Act (ADA) dimensions and Standards. All the broom-swept smooth and uniform to provide a non-slip surface. Construction details shall be in accordance with the City's standard specifications and B3 Technical Manual.

- (e) Street Lights shall be provided at all intersections, significant bends and shall not exceed 175 ft in spacing.

### SEC 3.3.008 TRAFFIC & MITIGATION

- (a) The purpose of this section is to ensure Development within the Viridian Development is supported by an adequate roadway network to accommodate the continuing growth and Development of the City and its jurisdictional area. Acquisition of new rights-of-way for off-site, abutting, and internal Streets to support new Development is necessary and desirable. The City requires that:
  - (1) Development impacts are mitigated through contributions of Street rights-of-way and/or improvements to existing and new roadways; and
  - (2) New developments contribute their roughly proportionate share of the costs of needed transportation improvements; and
  - (3) Adequate infrastructure for new Development is adequately evaluated and addressed.
- (b) There must be a rough proportionality between the traffic impacts created by a new Development and requirements placed on the property owner or Applicant for new Development to dedicate and improve off-site, abutting, and internal Street rights-of-way to City Standards. The City will evaluate the Project and determine what dedications, if any, are required to address both the nature and extent of the impact that results from the proposed Development. The City desires to assure that Development impacts are mitigated through contributions of Street rights-of-way and transportation system improvements, and those new developments contribute their share of the costs of transportation improvements. It is the City's intent to institute a procedure to assure mandatory dedications of Street rights-of-way and Street Construction requirements are proportional to the transportation demands created by a new Development.
- (c) If the traffic impact will affect a state-controlled highway then the Applicant must coordinate the necessary improvements with the Texas Department of Transportation (TxDOT). Prior to the Final Plat being submitted the Applicant must have obtained an agreement on the necessary road improvements and submit an agreement between the City of Bastrop and the Applicant to meet the requirements established by TxDOT. This will require the Applicant to coordinate with TxDOT and request TxDOT to submit the necessary contract documents between TxDOT and the City of Bastrop to use as a basis for the transportation agreement between the City of Bastrop and the Applicant. A Final Plat cannot be recorded until the agreement has been finalized and the necessary funds (or, alternatively, approved fiscal assurance instruments) are deposited with the City of Bastrop or TxDOT.

SEC. 3.3.009 ALLEY CONSTRUCTION

- (a) Intent  
Alleys will serve the development to distribute services and vehicles to the rear of the lots. Limiting the interruptions into the Public Realm adds to Walkability.
  
- (b) Alleys surface types will be as follows:
  - (1) Width: A minimum width of 16 feet and a minimum right-of-way of 20 feet shall be required for all Alleys.
  - (2) Drainage: Adequate Drainage shall be provided with paved sections or by swales to drain all lots to Streets without Drainage easements through lots, where possible. The depth of Swale shall be as required for Drainage with a minimum longitudinal slope of 0.5% toward a Street or Drainage easement.

## SECTION 3.4 ALLOCATION & STRUCTURE OF BLOCKS

### SEC. 3.4.001 BLOCKS

- (a) The Viridian Master Transportation Plan provides the basic framework for the Block configurations. The internal Street Network shall be structured to define blocks with the following maximum Block lengths and Block Perimeters (not including exterior R.O.W. dedication):

Open Space – Unrestricted

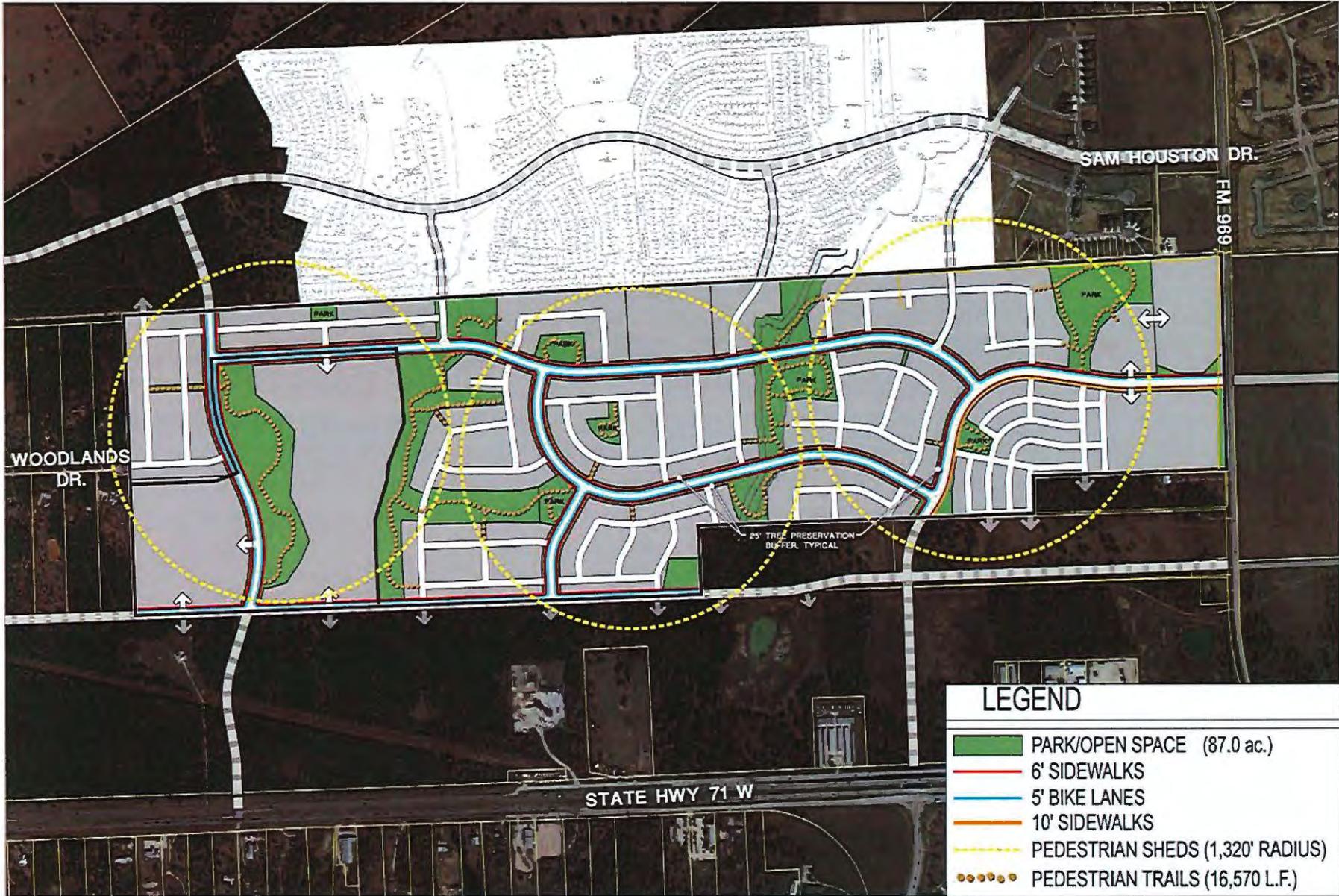
Single Family - 720 ft max / 1,440 ft. perimeter for double loaded block / 1,320 ft for single loaded block

Core - 720 ft max / 1,440 ft. perimeter for double loaded block / 1,320 ft for single loaded block

- (b) Block Faces, within Single Family and Core Place Types, exceeding 720 feet shall be equipped with a 20' Pedestrian way, dedicated to the HOA.
- (c) Blocks adjacent to undeveloped land, areas unsuitable for Development, or pre-existing incomplete blocks may be exempt from Block Face length and Block perimeter requirements by Warrant.
- (d) Blocks with more than one Development Type designation shall use the most intense designation to inform the Block Face length and Block Perimeter.
- (e) Creative and alternative Block configurations can be selected in the Pattern Book.

SECTION 3.5 PARK REQUIREMENT CRITERIA  
 SEC 3.5.001 PARKS AND OPEN SPACE

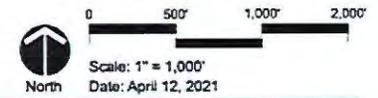
Item 10A.



NOTE: ROADWAY ALIGNMENTS ARE CONCEPTUAL IN NATURE AND MAY BE ADJUSTED WITH FUTURE PLATTING AND CONSTRUCTION DOCUMENTS

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 AUSTIN, TEXAS  
 512.466.7863  
 www.secplanning.com • info@secplanning.com

VIRIDIAN  
 PARKS AND OPEN SPACE EXHIBIT  
**D.R. HORTON**  
 BASTROP, TEXAS



SHEET FILE: \120202-HORT\Callout\PLANNING\GIS\services\DA\_Development\Callouts\Parks & Open Space Exhibit.dwg  
 Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plans are subject to change.

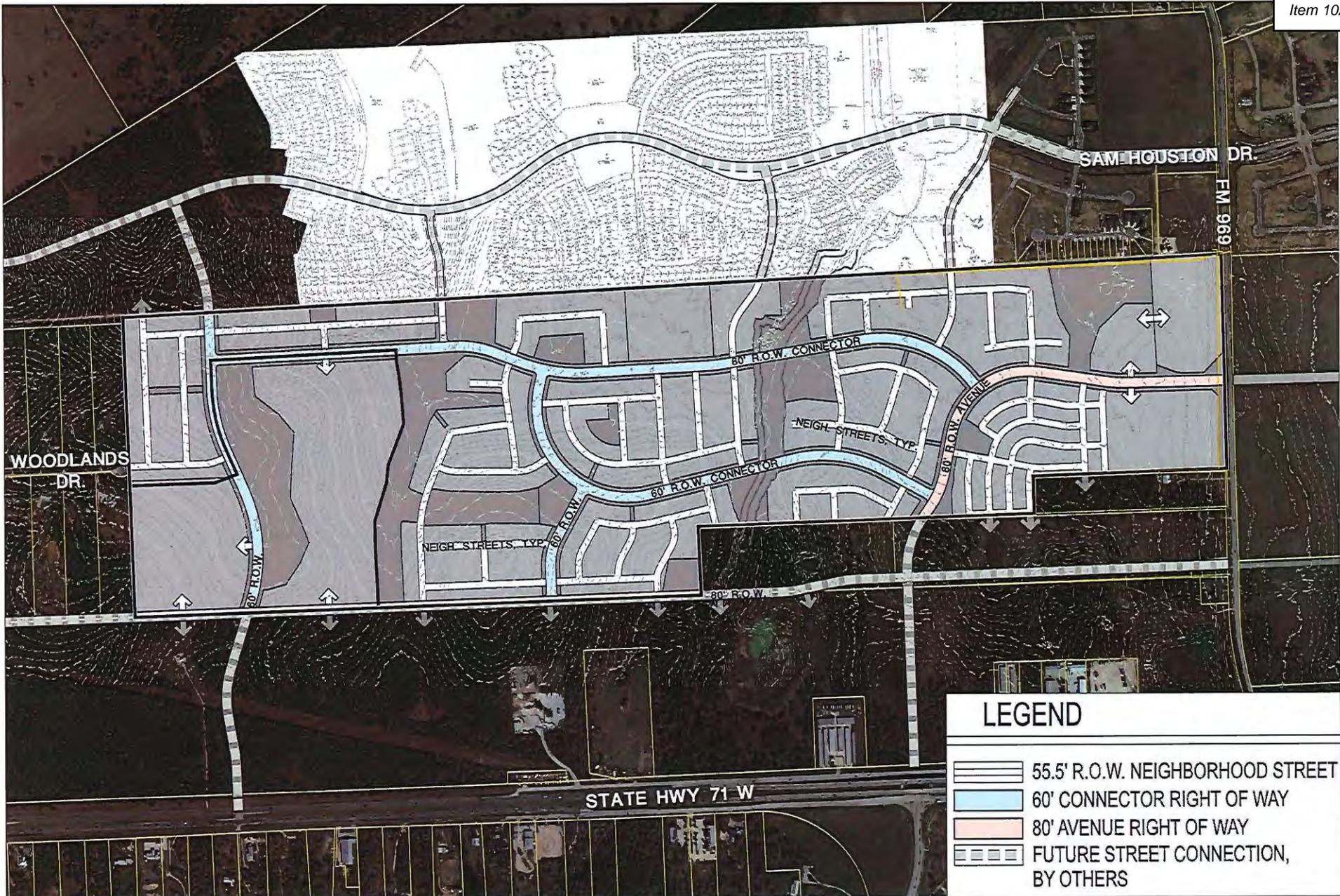
## SECTION 3.6 WATER &amp; WASTEWATER

- (a) **Water Lines:** The Applicant shall provide all water lines necessary to properly serve each Lot of the Development and ensure that existing and/or new water facilities can supply the required demand for domestic use and for fire protection at the desired pressure. The Applicant shall bear all costs for extending water service from existing City water lines to the Development. All water lines and service connections shall meet the current City of Bastrop Construction Standards. The Applicant shall submit a certificate to the DRC certifying that the system has been designed in accordance with the current requirements of the state regulatory agency and the City of Bastrop.
- (b) **Fire Hydrants:** Fire hydrants will be provided at a maximum spacing of 500 feet in Residential areas and 300 feet in Commercial or industrial areas. All hydrants shall be standard three-way post-type dry barrel hydrants complying to AWWA Standards with 6 inch or larger connections to mains. Fire hydrants shall be in accordance with current City of Bastrop Construction Standards.
- (c) **Wastewater Lines:** The Applicant shall provide all sewer lines necessary to properly serve each Lot of the Development and ensure that existing lines and facilities can adequately serve the proposed Development. The Applicant shall bear all costs for extending existing City sewer lines and facilities to service the proposed Development. All sewer lines and service connections shall meet the current City of Bastrop Construction Standards. Connection to the City's wastewater collection system shall only be permitted if the recipient of City sewer service is also a recipient of City of Bastrop water service at the location being connected.
- (d) **Septic systems** will not be permitted within a standard division of land. Septic systems must comply with the City Utility Standards, permits, and process if approved by City Council.
- (e) See the B3 Technical Manual for additional Standards.

## SECTION 3.7 EASEMENTS

- (a) The Applicant platting property shall dedicate easements as follows:
- (1) All easements created prior to the subdividing of any tract of land must be shown on the preliminary Plat. The Applicant shall Plat lots and dedicate easements for utilities and Drainage ways in the following manner:
    - A. Easements for utilities, Drainage ways, or Transmission Lines shall be retained on front, side, and/or rear Lot lines as required by the City and utility companies. Easements across parts of a Lot other than as described above shall be required as deemed necessary and most appropriate by the City. The DRC shall require access for ease of maintenance of all easements.
  - (2) Off-site Easements:
    - A. Easements in areas adjoining a proposed Development necessary to provide adequate Drainage thereof or to serve such Development with utilities shall be obtained by the Applicant prior to Final Plat approval.
  - (3) Privately-owned Easements.
  - (4) See the B3 Technical Manual for Standards for Easements.

**Exhibit G**  
**ROADWAY PLAN**



### LEGEND

	55.5' R.O.W. NEIGHBORHOOD STREET
	60' CONNECTOR RIGHT OF WAY
	80' AVENUE RIGHT OF WAY
	FUTURE STREET CONNECTION, BY OTHERS

NOTE: ROADWAY ALIGNMENTS ARE CONCEPTUAL IN NATURE AND MAY BE ADJUSTED WITH FUTURE PLATTING AND CONSTRUCTION DOCUMENTS

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VIRIDIAN  
 CONCEPTUAL ROADWAY EXHIBIT

**D.R. HORTON**  
 BASTROP, TEXAS

0 500' 1,000' 2,000'

North  
 Scale: 1" = 1,000'  
 Date: April 09, 2021

SHEET FILE: V:\000202-HORTON\CadFiles\PLANNING\Submittals\DA Development Exhibit\Conceptual Roadway Exhibit.dwg

Base mapping compiled from best available information. All should be considered as preliminary, in need of verification, subject to change. This land plan is conceptual in nature and represent any regulatory approval. Plan is subject to change

**Exhibit I**  
**PID TERM SHEET**



**DEVELOPER’S PROPOSED TERMS  
CITY OF BASTROP, TEXAS  
VIRIDIAN PUBLIC IMPROVEMENT DISTRICT  
4/13/2021**

The following limitations and performance standards will apply to the proposed Viridian Public Improvement District (the “PID”) as proposed by D.R. Horton (“the Developer”) to the City of Bastrop, TX (“the City”) in connection with the development of approximately 1,372 lots as the Viridian master planned community (“the Project”):

**PUBLIC IMPROVEMENT DISTRICT**

**FINANCING CRITERIA**

- 1. **Maximum Authorized Improvements to be funded by PID bonds (“PID Bonds”) to be issued are estimated to be:** \$95,000,000
- 2. **Maximum total equivalent tax rate including PID annual installment:** \$3.00/\$100
- 3. **Maximum years of capitalized interest:** 2
- 4. **Maturity of bonds (to extent allowed by law):** 30 years
- 5. The aggregate principal amount of bonds required to be issued will not exceed an amount sufficient to fund: (i) the actual costs of the qualified public improvements (ii) required reserves and capitalized interest during the period of construction and not more than 12 months after the completion of construction and in no event for a period greater than 3 years from the date of the initial delivery of the bonds and (iii) any costs of issuance. Provided, however that to the extent the law(s) which limit the period of capitalized interest to 12 months after completion of construction change, the foregoing limitation may be adjusted to reflect the law(s) in effect at the time of actual bond issuance.

**MISCELLANEOUS**

- 1. **No General Obligation or Certificate of Obligation bonds will be utilized by the City to fund the PID.**
- 2. **No PID bonds will be issued without the approval by the City of a Service and Assessment Plan (“SAP”) for the PID.**
- 3. **The PID may seek bond issues as a reimbursement for Authorized Improvements upon completion of the construction of such Authorized Improvements subject to compliance with these standards.**

4. Special assessments on any given portion of the Project may be adjusted in connection with subsequent PID Bond issues as long as the special assessments are determined in accordance with the SAP. Special assessments on any portion of the Project will bear a direct proportionate relationship to the special benefit of the public improvements to such portion. Scheduled special assessments will not be increased on any lot once conveyed to an end user.
5. All of the City's reasonable and customary costs with respect to issuance of the PID Bonds and creation of the PID will either be funded by the Developer or paid from PID Bond proceeds. The City and the Developer will agree to a budget for the City's costs, including ongoing PID administrative expenses, in advance of the preparation of bond documents. Ongoing administrative costs of the PID will be paid through the annual installments of the special assessments and will be determined by a competitive bidding process from qualified service providers.
6. It is agreed that the improvements to be funded by the PID are defined as Authorized Improvements under Texas Local Government Code Section 372.003.
7. It is agreed that all principal landowners funding Authorized Improvements will provide any required continuing disclosure obligations associated with the issuance of PID Bonds as required under the PID Bond indenture or any other regulatory agreement or regulatory agency.
8. The appraiser preparing the appraisal required in connection with the PID Bonds will be selected by the City in consultation with the Developer and all reasonable fees will be paid by the Developer.
9. The underwriter for the PID Bonds will be selected by the City and the Developer.
10. No additional cash deposit, security or surety, beyond the land and any improvements on the land, will be provided by the Developer, or its assignees, in connection with the PID Bonds unless so required by the Underwriter for the PID Bonds.
11. PID Bonds will be issued by the City upon request by the Developer and approval by the City Council following: receipt of an appraisal, financial analysis, and other professional services and due diligence reasonably necessary to support the request.
12. This term sheet will remain in place and in force until such time and date that a final Financing Agreement is executed by the City and the Developer.
13. It is understood by the Developer that the submittal of this document does not indicate that the City has agreed to the terms outlined herein.

**EXHIBIT J**

**MEMORANDUM OF AGREEMENT**

THE STATE OF TEXAS     §  
  §  
BASTROP COUNTY         §

THIS MEMORANDUM OF AGREEMENT is executed for the purpose of evidencing, of record, the existence of that certain Annexation and Development Agreement dated effective as of July 13, 2021 (the "Agreement"), by and among the **City of Bastrop, Texas**, a Texas Home Rule City (the "City") and **CONTINENTAL HOMES OF TEXAS, L.P.**, a Texas limited partnership (herein referenced as "Horton"). Horton is an owner of that certain real property located in Bastrop County, Texas, as described on **Exhibit "A"** ("Property"). The Agreement provides for, among other things, certain restrictions and commitments imposed and made in connection with the development of the Property. In addition, the Agreement establishes, defines, protects and clarifies, among other things, certain development rights, entitlements, land uses, intensity, and other physical aspects of the Property.

NOTICE TO BUYERS: ANNEXATION OF ALL OR A PORTION OF THE PROPERTY BY THE CITY IS CONTEMPLATED. BY ACCEPTING A DEED TO ALL OR A PORTION OF THE PROPERTY, EACH FUTURE OWNER OF PROPERTY GRANTS ITS CONSENT TO SUCH ANNEXATION.

The rights, obligations and benefits established pursuant to the Agreement shall run with the land comprising the Property and shall be binding upon all future owners of property in the Property. This instrument is executed solely for the purpose of (i) recording notice of the Agreement in the Official Public Records of Bastrop County, Texas, (ii) providing notice to future owners of property in the Property that land uses and development intensities are flexible and may change within the Property without notice, and (iii) providing notice to future owners of any of the Property that annexation of all or a portion of the Property by the City is contemplated and that by accepting a deed to any portion of the Property, they are consenting to such annexation. This instrument does not alter, amend or modify the Agreement. A copy of the Agreement may be obtained from either NEU or the City.

**CITY:**  
CITY OF BASTROP,  
a Texas home rule city  
By: *Paul A. Hofmann* Printed Name: \_\_\_\_\_  
Title: *City Manager* *Paul A. Hofmann*  
Date: *9/10/21*

**OWNER:**

**Continental Homes of Texas, L.P.**  
(a Texas limited partnership)

By: CHTEX of Texas, Inc.  
(a Delaware corporation)  
Its General Partner

By: *ARC*  
Name: Adib R Khoury  
Title: Asst Secretary

STATE OF TEXAS           §  
  §  
COUNTY OF BASTROP   §

**THIS MEMORANDUM OF AGREEMENT** was acknowledged before me on this 22 day of JULY, 2021, by ADIB R. KHOURY, ASSISTANT SECRETARY on behalf of CHTEX of Texas, Inc., a Delaware corporation, general partner of Continental Homes of Texas, L.P., a Texas limited partnership, on behalf of entities.



(SEAL) *Jenifer Kindel*  
Notary Public, State of Texas



# STAFF REPORT

**MEETING DATE:** August 13, 2024

**TITLE:**

Consider and act to approve City Council minutes from the July 23, 2024, Regular meeting and the July 30, 2024, Budget Workshop meeting.

**AGENDA ITEM SUBMITTED BY:**

Victoria Psencik, Assistant City Secretary

**BACKGROUND/HISTORY:**

N/A

**FISCAL IMPACT:**

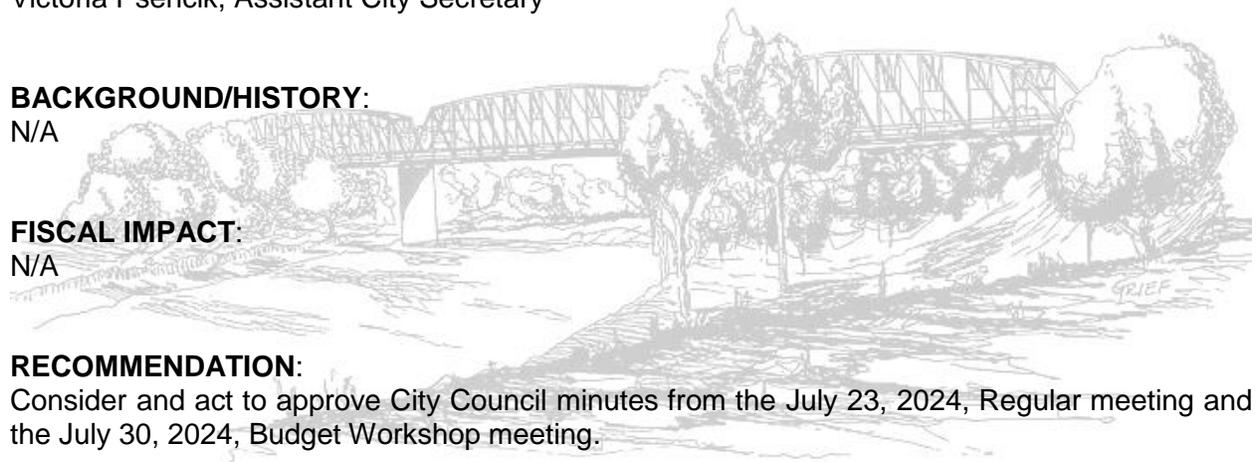
N/A

**RECOMMENDATION:**

Consider and act to approve City Council minutes from the July 23, 2024, Regular meeting and the July 30, 2024, Budget Workshop meeting.

**ATTACHMENTS:**

- July 23, 2024, DRAFT Regular Meeting Minutes
- July 30, 2024 DRAFT Budget Workshop Meeting Minutes



## JULY 23, 2024

The Bastrop City Council met in a regular meeting on Tuesday, July 23, 2024, at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Nelson and Mayor Pro Tem Kirkland and Council Members Meyer, Lee, Fossler, and Plunkett. Officers present were: City Manager, Sylvia Carrillo; City Secretary, Ann Franklin; and City Attorney, Alan Bojorquez.

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

Juniper and Mac Moore, Bastrop Opera House Youth Academy led the pledges.

**INVOCATION**

Bob Long, Police Chaplain, gave the invocation

**PRESENTATIONS**

- 4A. Mayor's Report
- 4B. Council Members' Report
- 4C. City Manager's Report
  - 1. Presentation of a Certificate of Appreciation for outgoing City Secretary, Ann Franklin.

**Mayor Lyle Nelson recessed the Council meeting at 6:50 p.m.**

**Mayor Lyle Nelson called the meeting back to order at 7:05 p.m.**

- 4D. A proclamation of the City Council of the City of Bastrop, Texas recognizing July 23, 2024, as Ivy and Darrel Carroll Day.  
Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager  
**The proclamation was read into record by City Manager Sylvia Carrillo-Trevino.**

**WORK SESSIONS/BRIEFINGS**

- 5A. Receive presentation of the Proposed FY 2025 Budget and announce that the Public Hearing on the FY 2025 budget will be held on September 10, 2024, at 6:30pm at City Hall 1311 Chestnut Street.  
Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager  
**Removed from agenda. This item to be presented at the July 30, 2024 Budget Workshop.**
- 5B. Update on the Hotel Occupancy Tax Taskforce Meeting  
Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager  
**Presentation was made by Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager.**

**STAFF AND BOARD REPORTS**

- 6A. Receive presentation on the unaudited Monthly Financial Report for the period ending June 30, 2024.  
Submitted by: Edi McIlwain, Chief Financial Officer  
**Presentation was made by Edi McIlwain, Chief Financial Officer.**

**CITIZEN COMMENTS**

**SPEAKERS**

**David Harwell**

**Dax Havrilak  
779 Peach Creek Road  
Rosanky, Texas 78953**

**Deborah Jones**

**Perry Lowe  
2015 Prickly Pear Dr.  
Bastrop, Tx 78602**

**Sumai Lokumbe**

**Cheryl Long  
1501 Church Street  
Bastrop, Texas 78602**

**CONSENT AGENDA**

**A motion was made by Council Member Lee to approve Items 8A, 8B, and 8C as listed on the Consent Agenda after being read into the record by City Secretary Ann Franklin. Seconded by Council Member Fossler, motion was approved on a 5-0 vote.**

- 8A. Consider action to approve City Council minutes from the July 9, 2024, Regular meeting.  
Submitted by: Ann Franklin, City Secretary
- 8B. Consider action to approve Resolution R-2024-96 of the City of Bastrop, Texas, amending Exhibit A of Resolution No. R-2024-76 to include Colliers Engineering and Design under the General Engineering section; providing for a repealing clause; and establishing an effective date.
- 8C. Consider action to approve the second reading of Ordinance No. 2024-22 of the City Council of the City of Bastrop, Texas, annexing FM 969 Retail Center (R30094), for 10.559 acres of land out of the Nancy Blakey Survey, Abstract No. 98, located north of SH 71 W and west of FM 969, as shown in Exhibit A, providing for findings of fact, adoption, establishing zoning and character district, repealer, severability, filing and enforcement; establishing an effective date; and proper notice and meeting.  
Submitted by: Andres Rosales, Assistant City Manager

**ITEMS FOR INDIVIDUAL CONSIDERATION**

- 9M. Consider and act on a request for Hotel Occupancy Tax (HOT) Funds in the amount of \$50,000 for the Bastrop County African American Museum & Freedom Colonies Museum. Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager  
**Presentation was made by Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager.**

**A motion was made by Council Member Meyer to direct the City Manager to incorporate the request for Hotel Occupancy Tax (HOT) Funds in the amount of \$50,000 for the Bastrop County African American Museum & Freedom Colonies Museum into the budget, seconded by Mayor Pro Tem Kirkland, motion was approved on a 5-0 vote.**

- 9N. Consideration, discussion and possible action regarding the City Secretary's submission of a Charter amendment petition to the City Council and certifying as to the sufficiency and compliance of the petition with the provisions in Local Government Code, Title 22, Subtitle A, Chapter 9. Submitted by: Ann Franklin, City Secretary  
**Presentation was made by Ann Franklin, City Secretary.**

**A motion was made by Council Member Meyer to accept the certification of the Charter amendment petition, seconded by Council Member Lee, motion was approved on a 5-0 vote.**

- 9O. Discussion regarding propositions addressed by the Charter Review Commission. Submitted by: Alan Bojorquez, City Attorney  
**Presentation was made by Alan Bojorquez, City Attorney. No action was taken.**

**SPEAKER  
Elise DiNuzzo  
313 Cedar Street  
Bastrop, Texas 78602**

- 9P. Consider action to approve second reading of Resolution No. R-2024-79 of the City of Bastrop, Texas amending the City Council Rules of Procedure; establishing a repealing clause; and establishing an effective date. Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager  
**Presentation was made by Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager.**

**SPEAKERS  
Charles Barrow  
906 Pine Street  
Bastrop, Texas 78602**

**Pam Vear – did not speak**

**Renate Suitt – did not speak**

**Alex Henley  
313 Cedar Street  
Bastrop, Texas 78602**

**David Barrow – did not speak**

**Carl Grossmann – did not speak**

**Maria Montoya Stayton  
1707 Pecan Street  
Bastrop, Texas 78602**

**Sarah Rooney – did not speak**

**Jeffrey Stayton  
1707 Pecan Street  
Bastrop, Texas 78602**

**Brian Rooney – did not speak**

**Kasey Ducloux – did not speak**

**Richard Gartman  
104 Bowstring Bend  
Bastrop, Texas 78602**

**Ky Hote – did not speak**

**Ellen Tanner – did not speak**

**Herb Goldsmith – did not speak**

**Brett Douglas – did not speak**

**Carrie Caylor – did not speak**

**Cheryl Long – did not speak**

**Jolene Jaehne – did not speak**

**A motion was made by Council Member Lee to table this item to August 13, 2024 for the second reading of Resolution No. R-2024-79, seconded by Mayor Pro Tem Kirkland, motion was approved on a 5-0 vote.**

**Mayor Nelson recessed the Council Meeting at 8:44 p.m.**

**Mayor Nelson called the Council Meeting back to order at 8:50 p.m.**

- 9A. Consider and act in support of a Bastrop County project in the Capital Area Metropolitan Planning Organization (CAMPO) 2050 Regional Transportation Plan  
Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM  
**Presentation was made by Sylvia Carrillo-Trevino, ICMA-CM, CPM.**

**A motion was made by Council Member Lee to support a Bastrop County project in the Capital Area Metropolitan Planning Organization (CAMPO) 2050 Regional Transportation Plan, seconded by Council Member Fossler, motion was approved on a 5-0 vote.**

- 9B. Consider and act on Resolution No. R-2024-91 regarding the Bridging Bastrop Board.  
Submitted by: Councilmembers Cynthia Sanders-Myer and Kevin Plunkett  
**Presentation was made by Council Members Kevin Plunkett.**

**A motion was made by Council Member Plunkett to approve Resolution No. R-2024-91, seconded by Council Member Meyer, motion was approved on a 4-1 vote. Council Member Lee voted nay.**

- 9C. Consider action to approve Resolution No. R-2024-97 approving an Interlocal Agreement between the City of Bastrop and the City of Round Rock for Joint and Cooperative Purchasing; attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.  
Submitted by: Doug Haggerty, Fleet Manager  
**Presentation was made by Doug Haggerty, Fleet Manager.**

**A motion was made by Council Member Lee to approve Resolution No. R-2024-97, seconded by Council Member Meyer, motion was approved on a 5-0 vote.**

- 9D. Consider action to approve Resolution No. R-2024-87 of the City Council of the City of Bastrop, Texas, approving the Financial Management Policy, which is attached as Exhibit A; providing for a repealing clause and establishing an effective date.  
Submitted by: Edi McIlwain, Chief Financial Officer  
**Presentation was made by Edi McIlwain, Chief Financial Officer.**

**A motion was made by Council Member Plunkett to approve Resolution No. R-2024-87, seconded by Council Member Meyer, motion was approved on a 5-0 vote.**

- 9E. Consider action to approve Resolution No. R-2024-88 of the City Council of the City of Bastrop, Texas approving and adopting the Investment Policy and Investment Strategies attached as Exhibit A; approving the list of Qualified Brokers attached as Exhibit B; making various provisions related to the subject; and establishing an effective date.  
Submitted by: Edi McIlwain, Chief Financial Officer  
**Presentation was made by Edi McIlwain, Chief Financial Officer.**

**A motion was made by Council Member Plunkett to approve Resolution No. R-2024-88, seconded by Council Member Lee, motion was approved on a 5-0 vote.**

- 9F. Consider action to approve Resolution No. R-2024-89 approving the City of Bastrop Purchasing Policy, which is attached as Exhibit A; providing for a repealing clause; and establishing an effective date.

Submitted by: Edi McIlwain, Chief Financial Officer

**Presentation was made by Edi McIlwain, Chief Financial Officer.**

**A motion was made by Council Member Lee to approve Resolution No. R-2024-89, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.**

- 9G. Consider action to approve Resolution No. R-2024-98 of the City Council of the City of Bastrop, Texas for the release of land from the city's extraterritorial jurisdiction upon request and providing for findings of fact, repealer, severability, effective date, proper notice, and meeting.

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

**Presentation was made by Viviana Andres, Assistant to City Manager**

**A motion was made by Council Member Meyer to approve Resolution No. R-2024-98, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.**

- 9H. Consider action to approve Resolution No. R-2024-99 of the City Council 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.

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

**Presentation was made by Viviana Andres, Assistant to City Manager.**

**A motion was made by Council Member Lee to approve Resolution No. R-2024-99 with the removal of Mr. Lineberry's property, seconded by Council Member Meyer, motion was approved on a 5-0 vote.**

**A motion was made by Council Member Fossler to approve Resolution No. R-2024-100 approving removal of property from ETJ, seconded by Council Member Lee, motion was approved on a 5-0 vote.**

- 9I. Consider action to approve the first reading of Ordinance No. 2024-21 of the City Council of the City of Bastrop, Texas amending Appendix A – Fee Schedule, Section A14.01.001 – Subdivision, Public Improvement Inspections; establishing a repealing clause; providing severability; and providing an effective date.

Submitted by: Andres Rosales, Assistant City Manager

**Presentation was made by Andres Rosales, Assistant City Manager.**

**A motion was made by Council Member Lee to approve the first reading of Ordinance No. 2024-21, seconded by Council Member Fossler, motion was approved on a 5-0 vote.**

- 9J. Consider action to approve Resolution No. R-2024-92 of the City Council of the City of Bastrop, Texas, awarding and approving a contract for solid waste and recycling services with Texas Disposal Systems, Inc.; authorizing the execution of all necessary documents; providing for severability; providing for repealer; providing an effective date; and providing for proper notice & meeting.

Submitted by: Andres Rosales, Assistant City Manager

**Presentation was made by Andres Rosales, Assistant City Manager.**

**A motion was made by Council Member Lee to approve Resolution No. R-2024-92, seconded by Council Member Meyer, motion was approved on a 5-0 vote.**

- 9K. Consider action to approve Resolution No. R-2024-73 of the City Council of the City of Bastrop, Texas, approving and authorizing execution of the first amendment to the Viridian Development Agreement between the City of Bastrop and Continental Homes of Texas, L.P., regarding the Valverde Development; providing for severability; providing for repeal; and providing an effective date.

Submitted by: Andres Rosales, Assistant City Manager

**Presentation was made by Andres Rosales, Assistant City Manager.**

**A motion was made by Council Member Plunkett to approve Resolution No. R-2024-73, seconded by Council Member Meyer, motion was approved on a 5-0 vote.**

- 9L. Consider action to approve Resolution No. R-2024-95 of the City Council of the City of Bastrop, Texas; approving the execution of a contract with C.C. Carlton Industries, LTD., in the amount not to exceed Three Million, One Hundred Ninety-Nine Thousand, Seven Hundred Seventy-Eight, and Fifty-Three Cents (\$3,199,778.53); for the construction of an off-site wastewater line related to the Valverde Development; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Andres Rosales, Assistant City Manager

**Presentation was made by Andres Rosales, Assistant City Manager.**

**A motion was made by Council Member Meyer to approve Resolution No. R-2024-95, seconded by Council Member Plunkett, motion was approved on a 4-0 vote. Council Member Lee was off the dais.**

## EXECUTIVE SESSION

**The City Council met at 9:58 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:**

- 10A. City Council shall convene into closed executive session pursuant to Sections 551.074 and 551.074 of the Texas Government Code to seek the advice of legal counsel and to discuss the contract of the Presiding Municipal Judge.
- 10B. City Council shall convene into closed executive session pursuant to Texas Government Code Sections 551.071 and 551.072 to seek legal counsel and discuss the potential acquisition of real estate adjacent to Gills Branch within the City of Bastrop.

10C. City Council shall convene into closed executive session pursuant to Texas Government Code Section 551.071 and .072 to seek the advice of legal counsel regarding an amendment to the lease terms outlined in the Letter of Intent between the City of Bastrop and the African American Cultural Center.

**Mayor Nelson recessed the Executive Session at 10:15 p.m.**

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

10A. City Council shall convene into closed executive session pursuant to Sections 551.074 and 551.074 of the Texas Government Code to seek the advice of legal counsel and to discuss the contract of the Presiding Municipal Judge. **No action taken on this item.**

10B. City Council shall convene into closed executive session pursuant to Texas Government Code Sections 551.071 and 551.072 to seek legal counsel and discuss the potential acquisition of real estate adjacent to Gills Branch within the City of Bastrop. **No action taken on this item.**

10C. City Council shall convene into closed executive session pursuant to Texas Government Code Section 551.071 and .072 to seek the advice of legal counsel regarding an amendment to the lease terms outlined in the Letter of Intent between the City of Bastrop and the African American Cultural Center. **No action taken on this item.**

**Adjourned at 10:16 p.m. without objection.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Mayor Lyle Nelson

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

**The Minutes were approved on August 13, 2024, by Council Member Name’s motion, Council Member Name’s second. The motion was approved on a 5-0 vote.**

**MINUTES OF BASTROP CITY COUNCIL BUDGET WORKSHOP**

**JULY 30, 2024**

The Bastrop City Council met in a Budget Workshop on Tuesday, July 30, 2024, at 4:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Nelson and Council Members Plunkett, Meyer, Lee, and Fossler. Officers present were City Manager, Sylvia Carrillo and Assistant City Secretary, Victoria Psencik. Mayor Pro Tem Kirkland was present virtually.

**CALL TO ORDER**

Mayor Nelson called the meeting to order with a quorum being present at 4:30 p.m. Mayor Pro Tem Kirkland was present virtually.

**CITIZEN COMMENTS - NONE**

**PRE-BUDGET PLANNING WORKSHOP**

3A. Discuss Draft FY 2025 budget and announce the public hearing to be held on September 10, 2024, and to adopt tax rate and budget on September 17, 2024. **Presentation was given by Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager**

**ADJOURNMENT**

Mayor Nelson adjourned the Bastrop City Council Budget Workshop meeting at 6:09 p.m. without objection.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Mayor Lyle Nelson

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

The Minutes were approved on August 13, 2024, by Council Member Name’s motion, Council Member Name’s second. The motion was approved on a 5-0 vote.



# STAFF REPORT

**MEETING DATE:** August 13, 2024

**TITLE:**

Consider and act on Mayor Lyle Nelson's request to be the Master of Ceremonies for the November 7<sup>th</sup>, 2024 Farm Street Opry.

**AGENDA ITEM SUBMITTED BY:**

Kathy Danielson, Community Engagement Director

**BACKGROUND/HISTORY:**

The Farm Street Opry is a city-sponsored event held at the Bastrop Convention Center on the first Thursday of every month since May 2014.

Mayor, Lyle Nelson has requested by an email dated July 17, 2024 to be Master of Ceremonies for the November 2024 Farm Street Opry.

Resolution No. R-2024-49 Section 1-4, Speaking Roles at City Functions states: It shall be the policy of the City of Bastrop that City staff not schedule or propose the mayor to speak at city or city-sponsored events, outside of City Council Meetings, without prior approval of the City Council.

**FISCAL IMPACT:**

NONE

**RECOMMENDATION:**

As requested by the City Council.

**ATTACHMENTS:**

1. July 17, 2024 email from Mayor Lyle Nelson
2. Resolution NO. R-2024 – 49

**From:** Lyle Nelson <[lnelson@cityofbastrop.org](mailto:lnelson@cityofbastrop.org)>  
**Sent:** Wednesday, July 17, 2024 10:36 AM  
**To:** Kathy Danielson <[kdanielson@cityofbastrop.org](mailto:kdanielson@cityofbastrop.org)>  
**Cc:** Sylvia Carrillo <[scarrillo@cityofbastrop.org](mailto:scarrillo@cityofbastrop.org)>  
**Subject:** Kathy

I am seeking to be placed on the calendar to MC the November 2024 Farm Street Opry.

Resolution Number 2024-49 precludes staff from scheduling or proposing the Mayor to speak at City or City sponsored events, outside of City Council meetings, without prior Council approval. This is a direct request prompted by the Mayor and not an action initiated by any City staff member. I understand that, in order for me to be placed on the calendar for the referenced event, City Council approval will be needed.

However, should there be any issue that arises from this request that is detrimental to staff or poses additional unwarranted difficulties for staff, I will reconsider my request upon notification of the details of the issue.

Thank you

**Lyle Nelson**  
**Mayor**  
**City of Bastrop, TX**

Main [512-332-8800](tel:512-332-8800) | Fax [512-332-8891](tel:512-332-8891)  
[lnelson@cityofbastrop.org](mailto:lnelson@cityofbastrop.org) | [www.cityofbastrop.org](http://www.cityofbastrop.org)  
[1311 Chestnut Street, Bastrop, Texas 78602](https://www.cityofbastrop.org/1311-Chestnut-Street-Bastrop-Texas-78602)

CITY OF BASTROP

RESOLUTION NO. R-2024 - 49

**OFFICE OF MAYOR**

**A RESOLUTION OF THE CITY OF BASTROP, TEXAS,  
ESTABLISHING CITY POLICIES REGARDING CERTAIN  
ASPECTS OF THE OFFICE OF MAYOR**

- WHEREAS,** the City Council of the City of Bastrop (City Council) has a shared interest in promoting integrity in municipal operations; and
- WHEREAS,** pursuant to Chapter 51 of the Texas Government Code the City Council has the authority to take action necessary and proper for the good government, peace, or order of the City of Bastrop; and
- WHEREAS,** pursuant Bastrop's Home Rule Charter Section 1.02, the City Council has the authority to determine the policies of the City; and
- WHEREAS,** the City Council passed resolution R-2023-129, authorizing an investigation under the city charter into financial mismanagement allegations made against Visit Bastrop and "certain interactions between particular leaders of the City and of Visit Bastrop;" and
- WHEREAS,** the City Council passed a motion on December 18, 2023, to file an ethics complaint against Mayor Nelson under Bastrop Code of Ethics section 1.15.009(h)(2) for Abuse of Power - Interference with the above-mentioned investigation; and
- WHEREAS,** the Bastrop Board of Ethics unanimously determined that Mayor Nelson interfered with the above-mentioned investigation, violating the Bastrop Code of Ethics, and issued a Letter of Reprimand on April 10, 2024; and
- WHEREAS,** the City Council finds it to be reasonable and prudent to approve this resolution modifying certain practices and policies, and further determines that Mayor Nelson's conduct has provided a rational basis for this resolution.

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

**Section 1:** The City Council hereby approves the following policies:

**1. Expenses for Official Business Trips**

It shall be the policy of the City of Bastrop that, in order for the mayor's actual expenses, advanced expenses, or per diem to be reimbursed by the City, those expenses must first be approved by the City Council.

**2. City funds for Mayor's Attendance at Events**

It shall be the policy of the City of Bastrop that no city funds shall be expended for the mayor's attendance at any event, function, or convention without prior approval of the City Council.

**3. Mayor's Office Space**

It shall be the policy of the City of Bastrop that the Mayor shall not be provided the exclusive (sole) use of designated (assigned) office space at City Hall. At the City Manager's discretion, temporary shared workspace and meeting space may be provided to all City Council Members (including the mayor) as needed when available.

**4. Speaking Roles at City Functions**

It shall be the policy of the City of Bastrop that City staff shall not schedule or propose the mayor to speak at city or city-sponsored events, outside of City Council Meetings, without prior approval of the City Council.

**5. City Hall Access**

It shall be the policy of the City of Bastrop that the mayor shall not be provided an identification badge (door key cards) granting him unassisted access to the Authorized Personnel Only (Employee-Only) areas at City Hall. Instead, all City Council Members including the mayor will have the same access.

**6. Appointment to Internal or External Boards**

It shall be the policy of the City of Bastrop that the mayor shall not serve as a representative of the City on internal or external boards, commissions, committees and task forces (boards). Therefore, to the extent Mayor Nelson has been appointed or otherwise designated to serve in a representative capacity by the City Council on boards inside or outside the City of Bastrop organization, those appointments or designations are hereby revoked, shall be interpreted as void, and the seat considered vacant. This shall include, but is not limited to, the Bastrop Economic Development Corporation, CAPCOG, County Public Health Department, Clean Air Coalition, and Mayor Nelson's role as council liaison to city boards and commissions.

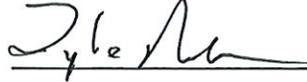
**7. Legislative Advocacy**

It shall be the policy of the City of Bastrop that the City shall not have a Legislative Director. Therefore, to the extent the mayor has been previously designated or authorized by the City Council to serve as a spokesperson or advocate the City, that designation is hereby revoked, shall be interpreted as void without having previously received specific authorization in advance from the City Council.

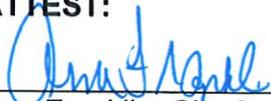
**Section 2:** The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act.

**DULY RESOLVED & ADOPTED** by the City Council of the City of Bastrop, Texas, on this, the 29<sup>th</sup> day of April 2024.

**APPROVED:**

  
\_\_\_\_\_

**ATTEST:**

  
\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Alan Bojorquez, City Attorney



# STAFF REPORT

**MEETING DATE:** August 13, 2024

**TITLE:**

Consider action to approve Resolution No. R-2024-103 acknowledging proposed tax rate, no-new-revenue tax rate and voter-approval tax rate for Fiscal Year 2024-2025 (FY 2025), calling for a public hearing on September 10, 2024, and authorizing a public notice.

**AGENDA ITEM SUBMITTED BY:**

Edi McIlwain, Chief Financial Officer

**BACKGROUND/HISTORY:**

Truth-in-taxation is a concept embodied in the Texas Constitution and the Tax Code that requires local taxing units to make taxpayers aware of tax rate proposals. When a proposed tax rate exceeds the voter-approval rate or the no-new-revenue rate, whichever is lower, the taxing unit's governing body must vote to place a proposal to adopt the rate on the agenda of a future meeting as an action item. This vote must be recorded. The proposal must specify the desired rate. A taxing unit cannot vote to adopt a proposal to increase taxes by an unspecified amount. If the motion passes, the governing body must schedule a public hearing on the proposal.

There are four principles to truth-in-taxation:

- Property owners have a right to know about increases in their appraised property value and to be notified of the estimated taxes that could result from the new value.
- A taxing unit must publish its no-new-revenue and voter-approval tax rates before adopting an actual tax rate.
- A taxing unit must publish special notices and hold a public hearing before adopting a tax rate that exceeds the lower of the voter-approval rate or the no-new-revenue tax rate.
- If a taxing unit adopts a rate that exceeds the voter-approval rate, voters may petition for an election to limit the rate to the no-new-revenue rate.

The no-new-revenue rate is a calculated rate that will raise the same amount of property tax revenue from the same properties taxed in both years. If property values rise, the no-new-revenue rate will go down and vice versa. The rate can be affected by lost value from changes in exemptions and court appeals. The voter-approval rate provides the taxing unit the same amount of tax revenue from the previous year for maintenance and operations, plus an extra three and a half (3.5) percent increase for those operations, in addition to sufficient funds to pay debt service in the coming year.

In the FY 2025 Proposed Budget, the proposed M&O rate, calculated from preliminary values, is \$0.3032 plus a debt rate of \$0.1962. On July 24, 2024, the Chief Financial Officer received the certified appraisal rolls along with other values that must be used in the tax rate calculation, which established a No-New-Revenue (NNR) M&O rate of \$0.3051. This is a slight increase of .62% from

the estimated NNR M&O rate of \$0.3032. With the final certified values and the adjusted M&O rate to \$0.3157, the General Fund will see an increase of about \$206,000 to the final budget.

For the purposes of the public hearing the City Manager is suggesting a tax rate of \$0.5346 including a maintenance and operations (M&O) tax rate of \$0.3317 (8.7% above the NNR M&O rate) and a debt service (I&S) tax rate of \$0.2029 per \$100 in taxable value. This will provide City Council some flexibility as they work through the FY 2025 proposed budget at workshops scheduled for August 20<sup>th</sup> and 21<sup>st</sup>. **The City Council can decide to adopt a rate lower than what is proposed but cannot adopt a rate that exceeds this proposed rate.**

The NNR tax rate has been calculated by the Bastrop County Tax Assessor Collector to be \$0.5009. The voter-approval rate, which is the maximum rate that can be applied and not be subject to an election to seek voter approval, has been calculated by the Bastrop County Tax Assessor Collector to be \$0.5346. These rates will be published in the local newspaper, the City's website, and the government access cable channel as required by State law.

		TAX RATES					
Fiscal Year	Proposed Property Tax Rate	Tax Rate Used in Proposed Budget	NNR Tax Rate	Voter-Approval Tax Rate	NNR M&O Tax Rate	Proposed M&O Tax Rate	Debt Rate
2024-2025	0.5346	0.4994	0.5009	0.5346	0.3051	0.3317	0.2029
2023-2024	0.5051	0.4994	0.4832	0.5051	0.2985	0.3032	0.1962

When a proposed tax rate exceeds the voter-approval rate or the no-new-revenue tax rate, whichever is lower, the taxing unit's governing body must vote to place a proposal to adopt the tax rate on the agenda of a future meeting as an action item. If the motion passes, the governing body must schedule a public hearing on the proposal. The Chief Financial Officer proposes that a public hearing be held on Tuesday, September 10, 2024. These public hearing will be held in the City Council Chambers, located in City Hall at 1311 Chestnut St. Bastrop, TX 78602.

The Notice of Public Hearing on Tax Increase reflects the most up to date average homestead values.

**RECOMMENDATION:**

The City Manager recommends approval of Resolution No. R-2024-103 acknowledging proposed tax rate, no-new-revenue tax rate and voter-approval tax rate for Fiscal Year 2024-2025 (FY 2025), calling for a public hearing, and authorizing a public notice.

**ATTACHMENTS:**

- Resolution R-2024-103
- Notice of Public Hearing on Tax Increase
- TNT Collections report

**RESOLUTION NO. R-2024-103**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ACKNOWLEDGING THE PROPOSED TAX RATE, NO-NEW REVENUE TAX RATE, AND VOTER-APPROVAL TAX RATE FOR FISCAL YEAR 2024-2025 (FY 2025); CALLING FOR A PUBLIC HEARING; AUTHORIZING A PUBLIC NOTICE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City Council deems it advisable to give notice of its intent to propose a tax rate for the City of Bastrop, Texas as hereinafter provided; and

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

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

**Section 1.** 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.** That the City Council of the City of Bastrop, Texas, does hereby order that a public hearing be scheduled as specified on Exhibit "A" [Notice of Public Hearing on Tax Increase] to consider a proposal to adopt a tax rate for Fiscal Year 2024-2025.

**Section 3.** That notice of the proposed tax rate, no-new-revenue tax rate, and a voter approval tax rate for the City of Bastrop, Texas, for Fiscal Year 2024-2025 is hereby acknowledged consistent with Exhibit "A".

**Section 4.** That the City Secretary shall cause said notice of a public hearing on the proposed tax rate increase for the City of Bastrop, Texas, for Fiscal Year 2024-2025 to be distributed as required by law consistent with Exhibit "A".

**Section 5.** 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.** That this Resolution shall become effective immediately upon its passage.

**Section 6.** 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 \_\_\_ day of August 2024.

**THE CITY OF BASTROP, TEXAS:**

\_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

\_\_\_\_\_  
Irma Parker, Interim City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan Bojorquez, City Attorney

# 2024 Tax Rate Calculation Worksheet

## Taxing Units Other Than School Districts or Water Districts

City of Bastrop	512-332-8800
Taxing Unit Name	Phone (area code and number)
PO Box 427 Bastrop, TX 78602	www.cityofbastrop.org
Taxing Unit's Address, City, State, ZIP Code	Taxing Unit's Website Address

**GENERAL INFORMATION:** Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

### SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	<b>Prior year total taxable value.</b> Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). <sup>1</sup>	\$ 1,790,001,445
2.	<b>Prior year tax ceilings.</b> Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step. <sup>2</sup>	\$ 209,497,848
3.	<b>Preliminary prior year adjusted taxable value.</b> Subtract Line 2 from Line 1.	\$ 1,580,503,597
4.	<b>Prior year total adopted tax rate.</b>	\$ 0.4994 /\$100
5.	<b>Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value.</b>	
	A. Original prior year ARB values:..... \$ 14,980,153	
	B. Prior year values resulting from final court decisions:..... - \$ 9,700,000	
	C. Prior year value loss. Subtract B from A. <sup>3</sup>	\$ 5,280,153
6.	<b>Prior year taxable value subject to an appeal under Chapter 42, as of July 25.</b>	
	A. Prior year ARB certified value:..... \$ 18,165,409	
	B. Prior year disputed value:..... - \$ 4,519,224	
	C. Prior year undisputed value. Subtract B from A. <sup>4</sup>	\$ 13,646,185
7.	<b>Prior year Chapter 42 related adjusted values.</b> Add Line 5C and Line 6C.	\$ 18,926,338

<sup>1</sup> Tex. Tax Code §26.012(14)  
<sup>2</sup> Tex. Tax Code §26.012(14)  
<sup>3</sup> Tex. Tax Code §26.012(13)  
<sup>4</sup> Tex. Tax Code §26.012(13)

Item 13C.

Line	No-New-Revenue Tax Rate Worksheet	Amount
8.	<b>Prior year taxable value, adjusted for actual and potential court-ordered adjustments.</b> Add Line 3 and Line 7.	\$ 1,599,429,935
9.	<b>Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1, 2023.</b> Enter the prior year value of property in deannexed territory. <sup>5</sup>	\$ 77,953
10.	<p><b>Prior year taxable value lost because property first qualified for an exemption in the current year.</b> If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value.</p> <p><b>A. Absolute exemptions.</b> Use prior year market value: ..... \$ 2,236,630</p> <p><b>B. Partial exemptions.</b> Current year exemption amount or current year percentage exemption times prior year value: ..... + \$ 2,626,898</p> <p><b>C. Value loss.</b> Add A and B.<sup>6</sup></p>	\$ 4,863,528
11.	<p><b>Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in the current year.</b> Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year.</p> <p><b>A. Prior year market value:</b> ..... \$ 638,964</p> <p><b>B. Current year productivity or special appraised value:</b> ..... - \$ 422</p> <p><b>C. Value loss.</b> Subtract B from A.<sup>7</sup></p>	\$ 638,542
12.	<b>Total adjustments for lost value.</b> Add Lines 9, 10C and 11C.	\$ 5,580,023
13.	<b>Prior year captured value of property in a TIF.</b> Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. <sup>8</sup> If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 0
14.	<b>Prior year total value.</b> Subtract Line 12 and Line 13 from Line 8.	\$ 1,593,849,912
15.	<b>Adjusted prior year total levy.</b> Multiply Line 4 by Line 14 and divide by \$100.	\$ 7,959,686
16.	<b>Taxes refunded for years preceding the prior tax year.</b> Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. <sup>9</sup>	\$ 37,835
17.	<b>Adjusted prior year levy with refunds and TIF adjustment.</b> Add Lines 15 and 16. <sup>10</sup>	\$ 7,997,521
18.	<p><b>Total current year taxable value on the current year certified appraisal roll today.</b> This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled.<sup>11</sup></p> <p><b>A. Certified values:</b> ..... \$ 1,830,175,408</p> <p><b>B. Counties:</b> Include railroad rolling stock values certified by the Comptroller's office: ..... + \$ _____</p> <p><b>C. Pollution control and energy storage system exemption:</b> Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: ..... - \$ 0</p> <p><b>D. Tax increment financing:</b> Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below.<sup>12</sup> ..... - \$ 0</p> <p><b>E. Total current year value.</b> Add A and B, then subtract C and D.</p>	\$ 1,830,175,408

<sup>5</sup> Tex. Tax Code §26.012(15)

<sup>6</sup> Tex. Tax Code §26.012(15)

<sup>7</sup> Tex. Tax Code §26.012(15)

<sup>8</sup> Tex. Tax Code §26.03(c)

<sup>9</sup> Tex. Tax Code §26.012(13)

<sup>10</sup> Tex. Tax Code §26.012(13)

<sup>11</sup> Tex. Tax Code §26.012, 26.04(c-2)

<sup>12</sup> Tex. Tax Code §26.03(c)

Item 13C.

Line	No-New-Revenue Tax Rate Worksheet	Amount
19.	<p><b>Total value of properties under protest or not included on certified appraisal roll.</b> <sup>13</sup></p> <p><b>A. Current year taxable value of properties under protest.</b> The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. <sup>14</sup> ..... \$ <u>58,620,384</u></p> <p><b>B. Current year value of properties not under protest or included on certified appraisal roll.</b> The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. <sup>15</sup> ..... + \$ <u>0</u></p> <p><b>C. Total value under protest or not certified.</b> Add A and B. <span style="float: right;">\$ <u>58,620,384</u></span></p>	
20.	<p><b>Current year tax ceilings.</b> Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step. <sup>16</sup></p>	\$ <u>234,402,695</u>
21.	<p><b>Current year total taxable value.</b> Add Lines 18E and 19C. Subtract Line 20. <sup>17</sup></p>	\$ <u>1,654,393,097</u>
22.	<p><b>Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year.</b> Include both real and personal property. Enter the current year value of property in territory annexed. <sup>18</sup></p>	\$ <u>0</u>
23.	<p><b>Total current year taxable value of new improvements and new personal property located in new improvements.</b> New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements <b>do</b> include property on which a tax abatement agreement has expired for the current year. <sup>19</sup></p>	\$ <u>62,870,865</u>
24.	<p><b>Total adjustments to the current year taxable value.</b> Add Lines 22 and 23.</p>	\$ <u>62,870,865</u>
25.	<p><b>Adjusted current year taxable value.</b> Subtract Line 24 from Line 21.</p>	\$ <u>1,591,522,232</u>
26.	<p><b>Current year NNR tax rate.</b> Divide Line 17 by Line 25 and multiply by \$100. <sup>20</sup></p>	\$ <u>0.5025</u> /\$100
27.	<p><b>COUNTIES ONLY.</b> Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. <sup>21</sup></p>	\$ _____ /\$100

**SECTION 2: Voter-Approval Tax Rate**

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	<p><b>Prior year M&amp;O tax rate.</b> Enter the prior year M&amp;O tax rate.</p>	\$ <u>0.3032</u> /\$100
29.	<p><b>Prior year taxable value, adjusted for actual and potential court-ordered adjustments.</b> Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i>.</p>	\$ <u>1,599,429,935</u>

<sup>13</sup> Tex. Tax Code §26.01(c) and (d)  
<sup>14</sup> Tex. Tax Code §26.01(c)  
<sup>15</sup> Tex. Tax Code §26.01(d)  
<sup>16</sup> Tex. Tax Code §26.012(6)(B)  
<sup>17</sup> Tex. Tax Code §26.012(6)  
<sup>18</sup> Tex. Tax Code §26.012(17)  
<sup>19</sup> Tex. Tax Code §26.012(17)  
<sup>20</sup> Tex. Tax Code §26.04(c)  
<sup>21</sup> Tex. Tax Code §26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount
30.	<b>Total prior year M&amp;O levy.</b> Multiply Line 28 by Line 29 and divide by \$100.	\$ 4,849,471
31.	<b>Adjusted prior year levy for calculating NNR M&amp;O rate.</b>	
	<p><b>A. M&amp;O taxes refunded for years preceding the prior tax year.</b> Enter the amount of M&amp;O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2023. This line applies only to tax years preceding the prior tax year. .... + \$ 23,542</p> <p><b>B. Prior year taxes in TIF.</b> Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0. .... - \$ 0</p> <p><b>C. Prior year transferred function.</b> If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. .... +/- \$ 0</p> <p><b>D. Prior year M&amp;O levy adjustments.</b> Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. .... \$ 23,542</p> <p><b>E.</b> Add Line 30 to 31D.</p>	\$ 4,873,013
32.	<b>Adjusted current year taxable value.</b> Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,591,522,232
33.	<b>Current year NNR M&amp;O rate (unadjusted).</b> Divide Line 31E by Line 32 and multiply by \$100.	\$ 0.3061 /\$100
34.	<b>Rate adjustment for state criminal justice mandate.</b> <sup>23</sup>	
	<p><b>A. Current year state criminal justice mandate.</b> Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ 0</p> <p><b>B. Prior year state criminal justice mandate.</b> Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. .... - \$ 0</p> <p><b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100. .... \$ 0.0000 /\$100</p> <p><b>D.</b> Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ 0.0000 /\$100
35.	<b>Rate adjustment for indigent health care expenditures.</b> <sup>24</sup>	
	<p><b>A. Current year indigent health care expenditures.</b> Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose. .... \$ 0</p> <p><b>B. Prior year indigent health care expenditures.</b> Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state assistance received for the same purpose. .... - \$ 0</p> <p><b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100. .... \$ 0.0000 /\$100</p> <p><b>D.</b> Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ 0.0000 /\$100

<sup>22</sup> [Reserved for expansion]

<sup>23</sup> Tex. Tax Code §26.044

<sup>24</sup> Tex. Tax Code §26.0441

Item 13C.

Line	Voter-Approval Tax Rate Worksheet	Amount
36.	<p><b>Rate adjustment for county indigent defense compensation.</b> <sup>25</sup></p> <p><b>A. Current year indigent defense compensation expenditures.</b> Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state grants received by the county for the same purpose. . . . . \$ 0</p> <p><b>B. Prior year indigent defense compensation expenditures.</b> Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state grants received by the county for the same purpose. . . . . \$ 0</p> <p><b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100. . . . . \$ 0.0000 /\$100</p> <p><b>D.</b> Multiply B by 0.05 and divide by Line 32 and multiply by \$100. . . . . \$ 0.0000 /\$100</p> <p><b>E.</b> Enter the lesser of C and D. If not applicable, enter 0.</p>	\$ 0.0000 /\$100
37.	<p><b>Rate adjustment for county hospital expenditures.</b> <sup>26</sup></p> <p><b>A. Current year eligible county hospital expenditures.</b> Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year. . . . . \$ 0</p> <p><b>B. Prior year eligible county hospital expenditures.</b> Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2022 and ending on June 30, 2023. . . . . \$ 0</p> <p><b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100. . . . . \$ 0.0000 /\$100</p> <p><b>D.</b> Multiply B by 0.08 and divide by Line 32 and multiply by \$100. . . . . \$ 0.0000 /\$100</p> <p><b>E.</b> Enter the lesser of C and D, if applicable. If not applicable, enter 0.</p>	\$ 0.0000 /\$100
38.	<p><b>Rate adjustment for defunding municipality.</b> This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information.</p> <p><b>A. Amount appropriated for public safety in the prior year.</b> Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year. . . . . \$ 0</p> <p><b>B. Expenditures for public safety in the prior year.</b> Enter the amount of money spent by the municipality for public safety during the preceding fiscal year . . . . . \$ 0</p> <p><b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100 . . . . . \$ 0.0000 /\$100</p> <p><b>D.</b> Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ 0.0000 /\$100
39.	<p><b>Adjusted current year NNR M&amp;O rate.</b> Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.</p>	\$ 0.3061 /\$100
40.	<p><b>Adjustment for prior year sales tax specifically to reduce property taxes.</b> Cities, counties and hospital districts that collected and spent additional sales tax on M&amp;O expenses in the prior year should complete this line. These entities will deduct the sales tax gain rate for the current year in Section 3. Other taxing units, enter zero.</p> <p><b>A.</b> Enter the amount of additional sales tax collected and spent on M&amp;O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent . . . . . \$ 0</p> <p><b>B.</b> Divide Line 40A by Line 32 and multiply by \$100 . . . . . \$ 0.0000 /\$100</p> <p><b>C.</b> Add Line 40B to Line 39.</p>	\$ 0.3061 /\$100
41.	<p><b>Current year voter-approval M&amp;O rate.</b> Enter the rate as calculated by the appropriate scenario below.</p> <p><b>Special Taxing Unit.</b> If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08.</p> <p>- or -</p> <p><b>Other Taxing Unit.</b> If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.</p>	\$ 0.3168 /\$100

<sup>25</sup> Tex. Tax Code §26.0442  
<sup>26</sup> Tex. Tax Code §26.0443

Item 13C.

Line	Voter-Approval Tax Rate Worksheet	Amount
D41.	<p><b>Disaster Line 41 (D41): Current year voter-approval M&amp;O rate for taxing unit affected by disaster declaration.</b> If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of:</p> <p>1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred; or</p> <p>2) the third tax year after the tax year in which the disaster occurred.</p> <p>If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. <sup>27</sup> If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).</p>	\$ 0.0000 /\$100
42.	<p><b>Total current year debt to be paid with property taxes and additional sales tax revenue.</b> Debt means the interest and principal that will be paid on debts that:</p> <p>(1) are paid by property taxes;</p> <p>(2) are secured by property taxes;</p> <p>(3) are scheduled for payment over a period longer than one year; and</p> <p>(4) are not classified in the taxing unit's budget as M&amp;O expenses.</p> <p><b>A. Debt</b> also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. <sup>28</sup></p> <p>Enter debt amount ..... \$ <u>4,668,858</u></p> <p><b>B.</b> Subtract <b>unencumbered fund amount</b> used to reduce total debt. .... - \$ <u>430,531</u></p> <p><b>C.</b> Subtract <b>certified amount spent from sales tax to reduce debt</b> (enter zero if none) ..... - \$ <u>0</u></p> <p><b>D.</b> Subtract <b>amount paid</b> from other resources ..... - \$ <u>868,127</u></p> <p><b>E. Adjusted debt.</b> Subtract B, C and D from A. .... \$ <u>3,370,200</u></p>	\$ 3,370,200
43.	<b>Certified prior year excess debt collections.</b> Enter the amount certified by the collector. <sup>29</sup>	\$ 0
44.	<b>Adjusted current year debt.</b> Subtract Line 43 from Line 42E.	\$ 3,370,200
45.	<p><b>Current year anticipated collection rate.</b></p> <p><b>A.</b> Enter the current year anticipated collection rate certified by the collector. <sup>30</sup> ..... <u>102.00</u> %</p> <p><b>B.</b> Enter the prior year actual collection rate..... <u>102.00</u> %</p> <p><b>C.</b> Enter the 2022 actual collection rate. .... <u>104.00</u> %</p> <p><b>D.</b> Enter the 2021 actual collection rate. .... <u>108.00</u> %</p> <p><b>E.</b> If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. <sup>31</sup></p>	102.00 %
46.	<b>Current year debt adjusted for collections.</b> Divide Line 44 by Line 45E.	\$ 3,304,117
47.	<b>Current year total taxable value.</b> Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,654,393,097
48.	<b>Current year debt rate.</b> Divide Line 46 by Line 47 and multiply by \$100.	\$ 0.1997 /\$100
49.	<b>Current year voter-approval M&amp;O rate plus current year debt rate.</b> Add Lines 41 and 48.	\$ 0.5165 /\$100
D49.	<p><b>Disaster Line 49 (D49): Current year voter-approval tax rate for taxing unit affected by disaster declaration.</b> Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.</p>	\$ 0.0000 /\$100

<sup>27</sup> Tex. Tax Code §26.042(a)  
<sup>28</sup> Tex. Tax Code §26.012(7)  
<sup>29</sup> Tex. Tax Code §26.012(10) and 26.04(b)  
<sup>30</sup> Tex. Tax Code §26.04(b)  
<sup>31</sup> Tex. Tax Code §§26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount
50.	<b>COUNTIES ONLY.</b> Add together the voter-approval tax rates for each type of tax the county levies. The total is the current year county voter-approval tax rate.	\$ 0.0000 /\$100

**SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes**

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue. This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	<b>Taxable Sales.</b> For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters. <sup>32</sup> Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November of the prior year, enter 0.	\$ 0
52.	<b>Estimated sales tax revenue.</b> Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. <sup>33</sup> <b>Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year.</b> Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. <sup>34</sup> <b>- or -</b> <b>Taxing units that adopted the sales tax before November of the prior year.</b> Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ 0
53.	<b>Current year total taxable value.</b> Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,654,393,097
54.	<b>Sales tax adjustment rate.</b> Divide Line 52 by Line 53 and multiply by \$100.	\$ 0.0000 /\$100
55.	<b>Current year NNR tax rate, unadjusted for sales tax.</b> <sup>35</sup> Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.5025 /\$100
56.	<b>Current year NNR tax rate, adjusted for sales tax.</b> <b>Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year.</b> Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November of the prior tax year.	\$ 0.5025 /\$100
57.	<b>Current year voter-approval tax rate, unadjusted for sales tax.</b> <sup>36</sup> Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.5165 /\$100
58.	<b>Current year voter-approval tax rate, adjusted for sales tax.</b> Subtract Line 54 from Line 57.	\$ 0.5165 /\$100

**SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control**

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	<b>Certified expenses from the Texas Commission on Environmental Quality (TCEQ).</b> Enter the amount certified in the determination letter from TCEQ. <sup>37</sup> The taxing unit shall provide its tax assessor-collector with a copy of the letter. <sup>38</sup>	\$ 0
60.	<b>Current year total taxable value.</b> Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,654,393,097
61.	<b>Additional rate for pollution control.</b> Divide Line 59 by Line 60 and multiply by \$100.	\$ 0.0000 /\$100

<sup>32</sup> Tex. Tax Code §26.041(d)  
<sup>33</sup> Tex. Tax Code §26.041(i)  
<sup>34</sup> Tex. Tax Code §26.041(d)  
<sup>35</sup> Tex. Tax Code §26.04(c)  
<sup>36</sup> Tex. Tax Code §26.04(c)  
<sup>37</sup> Tex. Tax Code §26.045(d)  
<sup>38</sup> Tex. Tax Code §26.045(i)

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount
62.	<b>Current year voter-approval tax rate, adjusted for pollution control.</b> Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ 0.5165 /\$100

**SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate**

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value.<sup>39</sup> The Foregone Revenue Amount for each year is equal to that year’s adopted tax rate subtracted from that year’s voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year’s current total value.<sup>40</sup>

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042;<sup>41</sup>
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);<sup>42</sup> or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.<sup>43</sup>

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.<sup>44</sup>

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	<b>Year 3 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value</b> A. Voter-approval tax rate (Line 67) ..... B. Unused increment rate (Line 66) ..... C. Subtract B from A ..... D. Adopted Tax Rate ..... E. Subtract D from C ..... F. 2023 Total Taxable Value (Line 60) ..... G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	\$ 0.5051 /\$100 \$ 0.0000 /\$100 \$ 0.5051 /\$100 \$ 0.4994 /\$100 \$ 0.0057 /\$100 \$ 1,592,627,729 \$ 90,779
64.	<b>Year 2 Foregone Revenue Amount. Subtract the 2022 unused increment rate and 2022 actual tax rate from the 2022 voter-approval tax rate. Multiply the result by the 2022 current total value</b> A. Voter-approval tax rate (Line 67) ..... B. Unused increment rate (Line 66) ..... C. Subtract B from A ..... D. Adopted Tax Rate ..... E. Subtract D from C ..... F. 2022 Total Taxable Value (Line 60) ..... G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	\$ 0.5238 /\$100 \$ 0.0000 /\$100 \$ 0.5238 /\$100 \$ 0.5128 /\$100 \$ 0.0110 /\$100 \$ 1,406,175,931 \$ 154,679
65.	<b>Year 1 Foregone Revenue Amount. Subtract the 2021 unused increment rate and 2021 actual tax rate from the 2021 voter-approval tax rate. Multiply the result by the 2021 current total value</b> A. Voter-approval tax rate (Line 67) ..... B. Unused increment rate (Line 66) ..... C. Subtract B from A ..... D. Adopted Tax Rate ..... E. Subtract D from C ..... F. 2021 Total Taxable Value (Line 60) ..... G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	\$ 0.5956 /\$100 \$ 0.0143 /\$100 \$ 0.5813 /\$100 \$ 0.5794 /\$100 \$ 0.0019 /\$100 \$ 1,096,717,863 \$ 20,837
66.	<b>Total Foregone Revenue Amount.</b> Add Lines 63G, 64G and 65G	\$ 266,295 /\$100
67.	<b>2024 Unused Increment Rate.</b> Divide Line 66 by Line 21 of the <i>No-New-Revenue Rate Worksheet</i> . Multiply the result by 100	\$ 0.0160 /\$100
68.	<b>Total 2024 voter-approval tax rate, including the unused increment rate.</b> Add Line 67 to one of the following lines (as applicable): Line 49, Line 50 (counties), Line 58 (taxing units with additional sales tax) or Line 62 (taxing units with pollution)	\$ 0.5325 /\$100

<sup>39</sup> Tex. Tax Code §26.013(b)  
<sup>40</sup> Tex. Tax Code §26.013(a)(1-a), (1-b), and (2)  
<sup>41</sup> Tex. Tax Code §§26.04(c)(2)(A) and 26.042(a)  
<sup>42</sup> Tex. Tax Code §§26.0501(a) and (c)  
<sup>43</sup> Tex. Local Gov't Code §120.007(d)  
<sup>44</sup> Tex. Local Gov't Code §120.007(d)

**SECTION 6: De Minimis Rate**

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.<sup>44</sup> This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.<sup>45</sup>

Line	De Minimis Rate Worksheet	Amount/Rate
69.	<b>Adjusted current year NNR M&amp;O tax rate.</b> Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.3061 /\$100
70.	<b>Current year total taxable value.</b> Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,654,393,097
71.	<b>Rate necessary to impose \$500,000 in taxes.</b> Divide \$500,000 by Line 70 and multiply by \$100.	\$ 0.0302 /\$100
72.	<b>Current year debt rate.</b> Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.1997 /\$100
73.	<b>De minimis rate.</b> Add Lines 69, 71 and 72.	\$ 0.5360 /\$100

**SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate**

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.<sup>48</sup>

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.<sup>49</sup>

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
74.	<b>2023 adopted tax rate.</b> Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.4994 /\$100
75.	<b>Adjusted 2023 voter-approval tax rate.</b> Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line.  If a disaster occurred in 2023 and the taxing unit calculated its 2023 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2023 worksheet due to a disaster, complete the applicable sections or lines of <i>Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> . - or - If a disaster occurred prior to 2023 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2023, complete form 50-856-a, <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2023 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. <sup>50</sup> Enter the final adjusted 2023 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2023 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ 0.0000 /\$100
76.	<b>Increase in 2023 tax rate due to disaster.</b> Subtract Line 75 from Line 74.	\$ 0.0000 /\$100
77.	<b>Adjusted 2023 taxable value.</b> Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,593,849,912
78.	<b>Emergency revenue.</b> Multiply Line 76 by Line 77 and divide by \$100.	\$ 0
79.	<b>Adjusted 2023 taxable value.</b> Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,591,522,232
80.	<b>Emergency revenue rate.</b> Divide Line 78 by Line 79 and multiply by \$100. <sup>51</sup>	\$ 0.0000 /\$100

<sup>44</sup> Tex. Tax Code §26.04(c)(2)(B)  
<sup>45</sup> Tex. Tax Code §26.012(8-a)  
<sup>46</sup> Tex. Tax Code §26.063(a)(1)  
<sup>47</sup> Tex. Tax Code §26.042(b)  
<sup>48</sup> Tex. Tax Code §26.042(f)  
<sup>49</sup> Tex. Tax Code §26.042(c)  
<sup>50</sup> Tex. Tax Code §26.042(c)  
<sup>51</sup> Tex. Tax Code §26.042(b)

Item 13C.

Line	Emergency Revenue Rate Worksheet	Amount
81.	<b>Current year voter-approval tax rate, adjusted for emergency revenue.</b> Subtract Line 80 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 68 (taxing units with the unused increment rate).	\$ <u>0.5325</u> /\$100

**SECTION 8: Total Tax Rate**

Indicate the applicable total tax rates as calculated above.

- No-new-revenue tax rate.** ..... \$ 0.5025 /\$100  
 As applicable, enter the current year NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).  
 Indicate the line number used: 26
- Voter-approval tax rate.** ..... \$ 0.5325 /\$100  
 As applicable, enter the current year voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 68 (adjusted for unused increment), or Line 81 (adjusted for emergency revenue).  
 Indicate the line number used: 68
- De minimis rate.** ..... \$ 0.5360 /\$100  
 If applicable, enter the current year de minimis rate from Line 73.

**SECTION 9: Taxing Unit Representative Name and Signature**

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit’s certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.<sup>52</sup>

**print here** → Edi McIlwain, CFO  
 Printed Name of Taxing Unit Representative

**sign here** → \_\_\_\_\_  
 Taxing Unit Representative Date

<sup>52</sup> Tex. Tax Code §§26.04(c-2) and (d-2)



# STAFF REPORT

**MEETING DATE:** August 6, 2024

**TITLE:**

Consider action to approve Resolution No. R-2024-101 of the City Council of the City of Bastrop, Texas, delaying action on an ordinance authorizing City of Bastrop, Texas combination tax and revenue certificates of obligation in an amount not to exceed \$38,000,000; and other matters related thereto.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Edi McIlwain, Chief Financial Officer

**BACKGROUND/HISTORY:**

On June 11, 2024, the City Council of the City of Bastrop, Texas passed a resolution (No. R-2024-70) authorizing the publication of a notice of intent to issue City of Bastrop, Texas Combination Tax and Revenue Certificates of Obligation in a maximum principal amount not to exceed \$38,000,000.

This notice Resolution stated that the City Council tentatively proposed to authorize the issuance of the Certificates and to hold a public hearing on the Certificates at its regular meeting of the City Council to commence at 6:30 pm on August 1, 2024.

Upon the advice of City staff, the City finds it necessary to delay action on the ordinance authorizing the issuance of the Certificates until a regular meeting of the City Council to commence at 6:30 pm on September 10, 2024.

**RECOMMENDATION:**

Edi McIlwain, Chief Financial officer recommends approval of Resolution R-2024-101 of the City Council of the City of Bastrop, delaying action on an ordinance authorizing City of Bastrop, Texas combination tax and revenue certificates of obligation in an amount not to exceed \$38,000,000; and other matters related thereto.

**ATTACHMENTS:**

- Resolution R-2024-101
- Memo from McCall, Parkhurst & Horton

**RESOLUTION NO. R-2024-101**

**RESOLUTION DELAYING ACTION ON AN ORDINANCE AUTHORIZING CITY OF BASTROP, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION IN AN AMOUNT NOT TO EXCEED \$38,000,000; AND OTHER MATTERS RELATED THERETO**

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

**WHEREAS**, on June 11, 2024, the City Council of the City of Bastrop, Texas (the "City") passed a resolution authorizing the publication of a notice of intent (the "Notice Resolution") to issue City of Bastrop, Texas Combination Tax and Revenue Certificates of Obligation in a maximum principal amount not to exceed \$38,000,000 (the "Certificates"); and

**WHEREAS**, the Notice Resolution stated that the City Council tentatively proposed to authorize the issuance of the Certificates and to hold a public hearing on the Certificates at its regular meeting of the City Council to commence at 6:30 p.m. on August 13, 2024; and

**WHEREAS**, upon the advice of the City's staff, the City finds it necessary to delay action on the ordinance authorizing the issuance of the Certificates until a regular meeting of the City Council to commence at 6:30 p.m. on September 10, 2024.

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

**Section 1. Delaying Action.** The City hereby delays action on the ordinance authorizing the issuance of the Certificates and the public hearing on the Certificates until a regular meeting of the City Council to commence at 6:30 p.m. on September 10, 2024 at its regular meeting place in the Council Chambers, 1311 Chestnut Street, Bastrop, Texas 78602.

**Section 2. Other Matters.** This Resolution shall become effective immediately upon adoption. The Mayor and City Secretary are hereby authorized and directed to execute the certificate to which this Resolution is attached on behalf of the City and to do any and all things proper and necessary to carry out the intent of this Resolution.

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**PASSED AND APPROVED** this 13<sup>th</sup> day of August, 2024.

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Mayor, City of Bastrop

MEMORANDUM

DATE: July 29, 2024  
TO: Edi McIlwain  
FROM: J. Bart Fowler  
RE: August 13, 2024 City Council Meeting

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With respect to the City Council Meeting on August 13, 2024, we recommend the following agenda language:

Consideration and action with respect to an "RESOLUTION DELAYING ACTION ON AN ORDINANCE AUTHORIZING CITY OF BASTROP, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION IN AN AMOUNT NOT TO EXCEED \$38,000,000; AND OTHER MATTERS RELATED THERETO."

Please do not hesitate to call with any questions.

Cc: Dan Wegmiller  
Jeff Garland



# STAFF REPORT

**MEETING DATE:** August 13, 2024

**TITLE:**

Consideration and act on Resolution No. R-2024-104 of the City of Bastrop, Texas, entering into an agreement with Feed the Need for a meal distribution site located at the Farmer's Market addressed as 1302 Chestnut Street, beginning on Wednesday, September 4, 2024, from 5:30 pm to 9:00 pm.

**AGENDA ITEM SUBMITTED BY:**

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

**BACKGROUND/HISTORY:**

Jonah Beyer, representing Feed the Need, approached the City about a food distribution site on Wednesday evenings from 5:30 pm to 9:00 pm.

The location is the same location for the Farmer's Market used on Saturday. The Farmer's Market does have an expired agreement with the City that will be renewed under the same terms as the existing agreement, save and except allowing Feed the Need to use the site on Wednesday evenings, which is not a currently utilized date for the Farmer's Market.

**FISCAL IMPACT:**

N/A, unless the city would like to contribute to the trash collection.

**RECOMMENDATION:**

Approve the use of the site by Feed the Need on Wednesdays from 5:30 pm to 9:00 pm.

**ATTACHMENTS:**

1. Request from Jonah Beyer, Feed the Need
2. Resolution
3. Property Rental Form

**From:** [Jonah Beyer](#)  
**To:** [Sylvia Carrillo](#)  
**Cc:** [Vivianna Nicole Andres](#); [Michelle Limas](#)  
**Subject:** Re: Bastrop Farmers Market Follow Up  
**Date:** Thursday, August 8, 2024 6:19:24 AM  
**Importance:** High

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**CAUTION:** This email originated outside the City of Bastrop, TX email system. Please maintain caution when opening links or attachments.

Sylvia,

Thanks for reaching out and including this in the upcoming council meeting.

Here are the details for our proposed weekly site program at the Bastrop Farmers Market location:

**Proposed Program Details:**

- **Frequency:**
  - We plan to serve every Wednesday evening, 52 weeks a year, weather permitting.
- **Program Timing:**
  - Arrival and Setup: 5:30 PM
  - Meal Service: 6:30 PM to 7:30 PM
  - Cleanup and Departure: By 9:00 PM
- **What We Will Do:**
  - We'll provide free meals to anyone in need, welcoming everyone to share a meal and build a sense of community.
  - Feed the Need Missions embraces anyone who stops by, regardless of their economic status. We recognize that poverty's grasp extends far beyond material circumstances. It affects us all—physically, socially, emotionally, and spiritually. People hunger for more than just food; they crave long-lasting relationships, with no expectations or strings attached.
  - We'll accommodate both walk-up and drive-up guests, with 25-35 volunteers serving 300-400 meals each week.
  - We'll bring all necessary equipment in a trailer and ensure the site is clean before leaving.
- **Items Needed from the City:**
  - Permission to use the designated space on a weekly basis
  - Support with waste disposal, approximately two garbage cans per week (though we can handle this if needed)
- **What You Can Expect:**
  - A well-organized program with no disruption to market operations
  - Positive community engagement and volunteer opportunities
  - We'd love city involvement for those available and willing to help out.

Additionally, do you need someone from our team at the meeting? I have another commitment that evening currently.

Please let me know if you need any additional information or adjustments to the plan. I'll ensure everything is ready and look forward to your feedback.

Blessings,

---

**Jonah Beyer**  
 President  
[512-988-8365](tel:512-988-8365)  
 Feed the Need Missions | [feedtheneed.org](http://feedtheneed.org)

*Feeding people physically & spiritually.*

RESOLUTION NO. R-2024-\_\_\_\_\_

APPROVING A RENTAL AGREEMENT WITH FEED THE NEED MISSIONS FOR A FOOD DISTRIBUTION SITE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, TO APPROVE A RENTAL AGREEMENT WITH FEED THE NEED MISSIONS FOR A FOOD DISTRIBUTION SITE AT 1302 CHESTNUT STREET; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND MEETING.

WHEREAS, Feed the Need Missions (“Organization”) is a non-profit organization that provides services, including food assistance, to residents of the City of Bastrop (“City”);

WHEREAS, a rental agreement has been proposed between the City and Organization to set up a food distribution site to offer free meals to the public on Wednesdays from 5:30 pm to 9:00 pm at the City-owned premises located at 1302 Chestnut Street, also known as the Farmers Market location, as proposed in the Farmers Market Rental Contract attached and incorporated herein as Exhibit A (“Agreement”); and

WHEREAS, the City Council desires to promote and support the wellbeing of the citizens of Bastrop and has determined that entering into the Agreement with the Organization will contribute to the health, safety, and welfare of its citizens; and

WHEREAS, the City of Bastrop City Council desires to approve the Agreement with the Organization and to waive any rental fees in consideration of the Organization’s nonprofit status and the public interests being served by the Organization operating a free food distribution site at the location.

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. Execution & Waiver of Fees:** The City Manager is hereby authorized to execute the Agreement attached and incorporated herein as **Exhibit A** for Organization to use the City-owned premises located at 1302 Chestnut for a free meal distribution site on Wednesdays from 5:30 pm to 9:00 pm, consistent with the terms of the Agreement. The City Council hereby directs the City Manager to waive any rental fees under the Agreement, in consideration of the Organization’s nonprofit status and the public interests served by the performance of the Agreement.

**Section 3. 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 4. Effective Date:** This Resolution shall be in full force and effect from and after its passage.

**Section 5. 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, TX, on this, the 13<sup>th</sup> day of August 2024.**

**THE CITY OF BASTROP, TEXAS:**

\_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

\_\_\_\_\_  
Irma Parker, Interim City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan Bojorquez, City Attorney



# Farmers Market Rental Contract

Feed the Need Missions and City of Bastrop Rental Agreement:			
Feed the Need Missions Purpose and Scope:			
<b>Frequency / Location:</b>	Every Wednesday evening, 52 weeks a year, weather permitting at 1302 Chestnut Street, Bastrop, Texas		
<b>Program Timing:</b>	Arrival and Setup: 5:30 PM	Meal Service: 6:30 PM to 7:30 PM	Cleanup and Departure: By 9:00 PM
<b>Program Intent:</b>	Provide free meals to anyone in need, welcoming everyone to share a meal and build a sense of community.		
<b>Program Reach:</b>	Accommodate both walk-up and drive-up guests, with 25-35 volunteers serving 300-400 meals each week.		
<b>Renter Obligations:</b>	Feed the Need Missions will be responsible for providing all necessary equipment and ensuring the site is clean before exiting the premises. Feed the Need Missions shall offer free meals to the public, as is its stated program intent, and shall not operate or permit any commercial sales or vending during its use of the location for the program.		
City of Bastrop Commitment:			
<b>Items Needed from the City:</b>	Support with waste disposal, approximately two garbage cans per week.		
<b>NO alcohol, glass, piñatas, confetti eggs, water balloons, pools, slip n' slides, sprinklers, inflatable play areas (bounce houses/moonwalks) or rock-climbing walls/related items, horses/farm animals or petting zoos.</b>			
<b>Acceptable payment:</b> checks, exact cash, or money orders made payable to City of Bastrop. No debit or credit cards.			

**Insurance** (\$250,000 general liability policy naming City as additional insured party)  
 On file  Submitted  To be submitted Will add once approved

Rental day(s), date(s), times: Every Wednesday evening, 52 weeks a year, from 5:30 pm – 9:00 pm.

Reason: Provide free meals to anyone in need, welcoming everyone to share a meal and build a sense of community.

Attendance (< or > 100): 300-400 meals each week.

Renter's name: Jonah Beyer, Feed the Need Missions

Phone #: 512-988-8365

Renter's e-mail address: Jonah Beyer <jonah.beyer@feedtheneed.org>

Contact's or Payee's name, if different: \_\_\_\_\_ Phone #: \_\_\_\_\_

Contact's or Payee's e-mail address \_\_\_\_\_

\_\_\_\_\_  
**Renter's or Payee's Signature**

8/8/24  
**Date**

**By signing Renter agrees to accept responsibility for all damages that may occur because of use of the location and agrees to comply with city ordinances governing said property.**

**CITY OFFICE ONLY:**

Rental Fee: \$ \_\_\_\_\_

Money Order # \_\_\_\_\_

Check # \_\_\_\_\_

Cash \_\_\_\_\_

Completed by: \_\_\_\_\_



# STAFF REPORT

**MEETING DATE:** August 13, 2024

**TITLE:**

Consideration and action to approve the second reading of Ordinance No. 2024-21 of the City of Bastrop, Texas amending Appendix A – Fee Schedule, Section A14.01.001 – Subdivision, Public Improvement Inspections; establishing a repealing clause; providing severability; and providing an effective date.

**STAFF REPRESENTATIVE:**

Andres Rosales, Assistant City Manager

**BACKGROUND/HISTORY:**

House Bill 3492 of the 88th Session of the Texas Legislature has placed mandatory requirements on municipalities where cities may no longer base any inspection fees for constructing or improving public infrastructure for a subdivision lot on the cost, or value, of the infrastructure project. Additionally, cities may no longer require an applicant to disclose information related to the cost or value of a public infrastructure project for city acceptance of the subdivision or infrastructure project. To ensure compliance with HB 3492 Appendix A – Fee Schedule, Section A14.01.001 – Subdivision, Public Improvement Inspections; will need to be amended by the City Council to comply with HB 3492.

**POLICY EXPLANATION:**

The purpose of the proposed fee update is to ensure the City is still collecting enough revenue in development inspection fees to offset the expense the City incurs for providing inspection services while complying with House Bill 3492. The City currently bases our Public Improvement Inspection fee on the cost of the improvements, House Bill 3492 now prohibits that practice.

Specifically, House Bill 3492 states:

- b) A municipality may not consider the cost of constructing or improving the public infrastructure for a subdivision, lot, or related property development in determining the amount of a fee subject to this section. The municipality shall determine the fee by considering the municipality's actual cost to, as applicable, review and process the engineering or construction plan or to inspect the public infrastructure improvement.
- c) A municipality's actual cost for reviewing and processing an engineering or construction plan or inspecting a public infrastructure improvement under Subsection (b) is calculated as the lowest amount of:
  - 1) the fee that would be charged by a qualified, independent third-party entity for those services;
  - 2) the hourly rate for the estimated actual direct time of the municipality's employees performing those services; or
  - 3) the actual costs assessed to the municipality by a third-party entity that provides those services to the municipality.

City staff has reviewed current development fees and are recommending changes to the fee schedule to ensure fees are structured to adequately reflect the cost of services associated with providing the related services to meet the mandates of House Bill 3492.

The proposed changes in fees are summarized in the chart below.

APPLICATION	FEE
<b>Public Improvement Inspections</b>	3.5% of total cost of improvement**, \$2,500 minimum
Public Improvement Inspections - First 100 acres	\$1,500 per acre
Public Improvement Inspections – Next 150 acres	\$750 per acre
Public Improvement Inspections – All additional acres over 250 acres	\$325 per acre
Erosion and Sedimentation Controls	\$1.00 per linear foot
Public Infrastructure	\$4.00 per linear foot per infrastructure item (i.e. streets, drainage, water, wastewater, etc.)
Re-Inspection Fee	\$150.00 per hour

**FUNDING SOURCE:** N/A

**RECOMMENDATION:** Consideration and action to approve the second reading of Ordinance No. 2024-21 of the City of Bastrop, Texas amending Appendix A – Fee Schedule, Section A14.01.001 – Subdivision, Public Improvement Inspections; establishing a repealing clause; providing severability; and providing an effective date.

- ATTACHMENTS:**
- Ordinance
  - Development Fee Schedule
  - Comparison of Existing & Proposed Permitting, Inspection & Development Fees
  - City of Hutto Fee Schedule

**ORDINANCE NO. 2024-21**

**AMENDING FEE SCHEDULE SECTION A14.01.001, SUBDIVISION,  
PUBLIC IMPROVEMENT INSPECTIONS FEES**

**AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AMENDING THE BASTROP CODE OF ORDINANCES, APPENDIX A – FEE SCHEDULE, SECTION A14.01.001 – SUBDIVISION, PUBLIC IMPROVEMENT INSPECTIONS; ESTABLISHING A REPEALING CLAUSE; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** Due to the passage of House Bill 3492 (HB 3492), of the 88th Session of the Texas Legislature (now codified in Texas Local Government Code Section 212.906) , the City may not consider the cost of constructing or improving the public infrastructure for a subdivision, lot, or related property development in determining the amount of a fee imposed by the City for inspections of such public improvements; and

**WHEREAS,** Under HB 3492, the City shall determine the fee for inspecting public infrastructure improvement by considering the municipality's actual cost to, as applicable, review and process the engineering or construction plan or to inspect the public infrastructure improvement; and

**WHEREAS,** To determine the City's actual costs and to set the fees in compliance with HB 3492, the City may consider: (1) the fee that would be charged by a qualified, independent third-party entity for those services; (2) the hourly rate for the estimated actual direct time of the City's employees performing those services; or (3) the actual costs assessed to the City by a third-party entity that provides those services to the City; and

**WHEREAS,** In order to ensure compliance with HB 3492, the City Council finds it is necessary to amend certain provisions of the City of Bastrop Code of Ordinances, Appendix A – Fee Schedule, Section A14.01.001 – Subdivision, Public Improvement Inspections, to amend the fees the City imposes for inspections of public improvements; and

**WHEREAS,** To determine the amended fee rates for public improvement inspections, the City has considered the City's actual costs for such inspections based on the fee that would be charged by qualified, independent third-party entities for those services, and based on actual costs assessed to the City by a third-party entity that provides those services to the City.

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

**Section 1.** Findings of Fact: The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

**Section 2.** Amendment: The City of Bastrop Code of Ordinances, Appendix A – Fee Schedule, Section A14.01.001, Subdivision, Public Improvement Inspections, is

hereby amended to read as follows, with struck-through text to be deleted from the Code and replaced with the following text shown in red:

APPENDIX A - FEE SCHEDULE

APPLICATION	FEE
<b>Public Improvement Inspections</b>	<del>3.5% of total cost of improvement**</del> , \$2,500 minimum-
Public Improvement Inspections - First 100 acres	\$1,500 per acre
Public Improvement Inspections – Next 150 acres	\$750 per acre
Public Improvement Inspections – All additional acres over 250 acres	\$325 per acre
Erosion and Sedimentation Controls	\$1.00 per linear foot
Public Infrastructure	\$4.00 per linear foot per infrastructure item (i.e. streets, drainage, water, wastewater, etc.)
Re-Inspection Fee	\$150.00 per hour

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

**Section 4.** Severability: 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 5.** Codification: The City Secretary is hereby directed to record and publish the attached rules, regulations, and policies in the City’s Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

**Section 6.** Effective Date: This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.

**Section 7.** Proper Notice and Meeting: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

[Signature Page to Follow]

**READ & ACKNOWLEDGED on First Reading** by the City Council of the City of Bastrop, on this, the 23<sup>rd</sup> day of July 2024.

**PASSED & APPROVED on Second Reading** by the City Council of the City of Bastrop, on this, the 13<sup>th</sup> day of August 2024.

**APPROVED:**

\_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan Bojorquez, City Attorney



# City of Bastrop Planning Fee Schedule

APPLICATION	FEE
<b>Subdivision</b>	
Preliminary Plat Review (plus 5% administration Fee)	\$1,760 + \$125 per acre
Final Plat Review (plus 5% administration Fee)	\$1,281 + 125 per acre
Amended/Administrative Plat Review (plus 5% administration Fee)	\$1,281 + \$25 per acre
Replat Review (plus 5% administration Fee)	\$1,281 + 125 per acre
Plat Vacation Reivew	\$1,345
Public Improvement Plan Review	\$5,256 minimum + all professional fees*
Single Improvement Public Improvement Plan Review	\$1,345
Public Improvement Plan Amendment Review	\$1,345
<b>Public Improvement Plan Inspections</b>	<b>3.5% of total cost of improvement**, \$2,500 minimum</b>
<b>Public Improvement Inspections - First 100 acres</b>	<b>\$1,500 per acre</b>
<b>Public Improvement Inspections – Next 150 acres</b>	<b>\$750 per acre</b>
<b>Public Improvement Inspections – All additional acres over 250 acres</b>	<b>\$325 per acre</b>
<b>Erosion and Sedimentation Controls</b>	<b>\$1.00 per linear foot</b>
<b>Public Infrastructure</b>	<b>\$4.00 per linear foot per infrastructure item (i.e. streets, drainage, water, wastewater, etc.)</b>
<b>Re-Inspection Fee</b>	<b>\$150.00 per hour</b>
Public Improvement Plan Agreement Review	\$3.156 + all professional fees*
Conceptual Drainage Plan Review	\$1,266
Preliminary Drainage Plan Review	\$2,421
Final Drainage Plan Review	\$1,581
Preliminary Infrastructure Plan Review	\$2,001
Subdivision Variance Review	\$500 or \$3,681
Plat Recordation with the County	\$150 + fees charged by the County
Platting Exemption Determination	\$50
License Agreement Review	\$3,156, plus professional fees*
Land Disturbance Permit	\$216
License to Encroach Review, Easement	\$531, plus professional fees*
License to Encroach Review, Right-of Way	\$749, plus professional fees*
Traffic Impact Analysis Review	\$557, plus professional fees*

Right-of-Way Vacation Review	\$1,791, plus professional fees*
Easement Vacation Review	\$899, plus professional fees*
Neighborhood Regulating Plan	\$1056

\*Per Bastrop Code of Ordinances, Chapter 1, Article 1.14

**Sec. A1.002 Appeals**

- 1) Administrative appeal (zoning board of adjustment): \$500.00.\*\*
- 2) All other appeals (city council): \$150.00.\*\*

**Sec. A1.003 Subdivision fees**

- 1) Development Assessment Review: \$1,100.00
- 2) Preliminary plat: \$1,550.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.
- 3) Preliminary plat revision: 75% of regular major subdivision preliminary plat fee.
- 4) Final plat: \$1,000.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.
- 5) Plat vacation: \$500.00.
- 6) Amended plat of subdivision: \$500.00 plus \$25.00 per lot.
- 7) Plat recordation processing fee: \$50.00 plus Williamson County plat recordation fees.\*\*
- 8) Minor/short form final plat: \$500.00.
- 9) Right-of-way vacation/abandonment/license to encroach (public utility, right-of-way and drainage easement): \$250.00\*\*. Requires amendment plat.
- 10) GIS fee: \$25.00 per application unless otherwise stated herein. \$25 per lot for Preliminary Plats, Amended Plats, and Short Form Plats.\*\*

11) Subdivision public improvements/right-of-way construction inspection fee:

- a) First 100 acres - \$1,500 per acre
- b) Next 150 acres - \$750 per acre
- c) All additional acres over 250 acres - \$325 per acre
- d) Off-site infrastructure - \$7.50 per linear foot per infrastructure item (i.e., streets, drainage, water, wastewater, etc.)

12) Plan extension request (1-year extension): \$250.00.\*\*13) Subdivision public improvements/construction plan review:

- a) Initial Submittal
- b) First 100 acres - \$500 per acre
- c) Next 150 acres \$250 per acre
- d) All additional acres over 250 acres - \$125 per acre
- e) Off-site Infrastructure - \$2.50 per linear foot per infrastructure item (i.e., streets, drainage, water, wastewater, etc.)
- f) Resubmittal (each resubmittal) - \$500 or 10% of initial submittal fee whichever is greater

14) Legal lot determination: \$50.00.\*\*15) Subdivision variance: \$300.00.16) Traffic impact analysis: \$400.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the city).\*\*17) Technology fee: \$25.00 except where indicated by\*\*18) Service extension request application fees:

- a) Request not requiring city participation: \$200.00.
- b) Request requiring city participation: \$500.00.
- c) Technology fee: \$25.00.

**Sec. A1.004 Development fees**

Proposed Fee Structure

Acres 16.7 - Total Cost & Quantities from Developer:

APPLICATION	FEE
<b>Public Improvement Inspections</b>	3.5% of total cost of improvement**, \$2,500 minimum-
Public Improvement Inspections - First 100 acres	\$1,500 per acre
Public Improvement Inspections – Next 150 acres	\$750 per acre
Public Improvement Inspections – All additional acres over 250 acres	\$325 per acre
Erosion and Sedimentation Controls	\$1.00 per linear foot
Public Infrastructure	\$4.00 per linear foot per infrastructure item (i.e. streets, drainage, water, wastewater, etc.)
Re-Inspection Fee	\$150.00 per hour

Totals:

\$ 25,050.00	base
\$ 26,032.00	water
\$ 16,640.00	ww
\$ 40,036.00	drainage
\$115,148.00	st
\$ 27,486.00	erosion
\$ 15,372.00	water (2)
\$ 6,888.00	erosion (2)
\$ 51,072.00	ww (2)
\$ 25,536.00	erosion (3)
<b>\$ 349,260.00</b>	<b>total inspection fee</b>

**WATER IMPROVEMENTS**

DESCRIPTION	QUANTITY	UNIT	FEE
8" WATER LINE PVC C-900	1673	LF	\$6,692.00
8" GATE VALVE	19	EA	
16" STEEL ENCASEMENT	60	LF	\$240.00
12" WATER LINE PVC C-900	4568	LF	\$18,272.00
12" GATE VALVE	17	EA	
20" WATER LINE PVC C-900	207	LF	\$828.00
20" GATE VALVE	1	EA	
FIRE HYDRANT ASSEMBLY (INCLUDING 6" LEAD AND 6" GV)	18	EA	
AIR RELEASE VALVE	4	EA	
AUTOMATIC FLUSH VALVE	16	EA	
TRENCH SAFETY	6241	LF	
			<b>\$ 26,032.00</b>

PROPOSED FEE>

**WASTEWATER IMPROVEMENTS**

DESCRIPTION	QUANTITY	UNIT	FEE
8'-12' - 8" SDR-26 WASTEWATER LINE	1311	LF	\$5,244.00
12'-16' - 8" SDR-26 WASTEWATER LINE	1083	LF	\$4,332.00
12'-16' - 15" SDR-26 WASTEWATER LINE	750	LF	\$3,000.00
16'-20' - 15" SDR-26 WASTEWATER LINE	996	LF	\$3,984.00
16" STEEL ENCASEMENT	20	LF	\$80.00
WASTEWATER 4' DIAMETER MANHOLE	25	EA	
WASTEWATER 5' DIAMETER MANHOLE	2	EA	
TRENCH SAFETY	4140	LF	
			<b>\$ 16,640.00</b>

**DRAINAGE IMPROVEMENTS**

DESCRIPTION	QUANTITY	UNIT	FEE
18-INCH RCP, CLASS III PIPE	1396	LF	\$5,584.00
24-INCH RCP, CLASS III PIPE	881	LF	\$3,524.00
30-INCH RCP, CLASS III PIPE	573	LF	\$2,292.00
36-INCH RCP, CLASS III PIPE	515	LF	\$2,060.00
42-INCH RCP, CLASS III PIPE	1943	LF	\$7,772.00
48-INCH RCP, CLASS III PIPE	921	LF	\$3,684.00
54-INCH RCP, CLASS III PIPE	563	LF	\$2,252.00
2'X1' BOX CULVERT	208	LF	\$832.00
4'X4' BOX CULVERT	1774	LF	\$7,096.00
5'X5' BOX CULVERT	442	LF	\$1,768.00
6'X6' BOX CULVERT	579	LF	\$2,316.00
7'X6' BOX CULVERT	214	LF	\$856.00
4'X4' AREA INLET	2	EA	
10 CURB INLET	23	EA	
48-INCH DIAMETER SEWER MANHOLE	2	EA	
60-INCH DIAMETER SEWER MANHOLE	7	EA	
72-INCH DIAMETER SEWER MANHOLE	14	EA	
6 x 6 CONCRETE BOX MANHOLE	3	EA	
7 x 7 CONCRETE BOX MANHOLE	1	EA	

\$ 349,260.00	New Fee
\$ 334,827.97	Old Fee
\$ 14,432.03	Fee Difference

8 x 8 CONCRETE BOX MANHOLE	4	EA	
24" HEADWALL	1	EA	
30" HEADWALL	1	EA	
36" HEADWALL	2	EA	
42" HEADWALL	1	EA	
48" HEADWALL	1	EA	
54" HEADWALL	1	EA	
60" HEADWALL	1	EA	
24-INCH SET	4	EA	
DETENTION POND 1	1	LS	
DETENTION POND 2	1	LS	
TRENCH SAFETY	10009	LF	
			<b>\$ 40,036.00</b>

<b>STREET/SITE IMPROVEMENTS</b>			
DESCRIPTION	QUANTITY	UNIT	FEE
SUBGRADE PREPARATION, CEMENT STABILIZED (1.5' OVERB	27224	SY	
CLEARING AND GRUBBING	26	AC	
FLEXIBLE BASE 8-INCH THICKNESS (3' OVERBUILD)	4439	SY	
HMAC 2-INCH THICKNESS (Neighborhood)	3228	SY	
FLEXIBLE BASE 12-INCH THICKNESS (3' OVERBUILD)	22785	SY	
HMAC 2-INCH THICKNESS (Connector/Avenue)	15068	SY	
CURB AND GUTTER	28787	LF	\$115,148.00
STREET SIGNAGE AND STRIPING	1	LS	
EXCAVATION	42352	CY	
EMBANKMENT	15569	CY	
			<b>\$ 115,148.00</b>

<b>EROSION CONTROLS</b>			
DESCRIPTION	QUANTITY	UNIT	FEE
HYDROMULCH SEEDING FOR EROSION CONTROL	85,399	SY	
4-INCH TOP SOIL FOR ALL DISTURBED AREAS	85,399	SY	
STABILIZED CONSTRUCTION ENTRANCE	1	EA	
SILT FENCE	27486	LF	\$27,486.00
SLOPE MATTING	18924	SY	
TREE PROTECTION	1	LS	
INLET PROTECTION	25	EA	
			<b>\$ 27,486.00</b>

<b>WATER IMPROVEMENTS (Valverde Connection to EST on RR20)</b>			
DESCRIPTION	QUANTITY	UNIT	FEE
20" WATER LINE PVC C-900	3444	LF	\$13,776.00
20" GATE VALVE	5	EA	
BORE ACROSS HWY 71, 16" WL w/carrier, casing, bore pits	399	LF	\$1,596.00
Connection to Storage Tank	1	LS	
FIRE HYDRANT ASSEMBLY (INCLUDING 6" LEAD AND 6" GV)	7	EA	
AIR RELEASE VALVE	1	EA	
AUTOMATIC FLUSH VALVE	2	EA	
TRENCH SAFETY	3444	LF	
			<b>\$ 15,372.00</b>

<b>EROSION AND SEDIMENTATION CONTROLS - WATER</b>			
DESCRIPTION	QUANTITY	UNIT	FEE
CONSTRUCTION ENTRANCE	2	EA	
SILT FENCE	6,888	LF	\$6,888.00
CLEARING AND GRUBBING	2	AC	
RESTORATION & REVEGETATION	7,653	SY	
			<b>\$ 6,888.00</b>

<b>WASTEWATER IMPROVEMENTS</b>			
DESCRIPTION	QUANTITY	UNIT	FEE
6" FORCE MAIN PVC	6269	LF	\$25,076.00
8" FORCE MAIN PVC	6273	LF	\$25,092.00
ENCASED 16" FORCE MAIN PVC	190	LF	\$760.00

ENCASED 18" FORCE MAIN PVC	36	LF	\$144.00
ENCASED 20" FORCE MAIN PVC	190	EA	
WASTEWATER 4' DIAMETER MANHOLE	1	EA	
AIR RELEASE VALVE	2	EA	
BORES	15	EA	
STANDARD FORCEMAIN CLEANOUT	20	EA	
PHASE 1 LIFT STATION	1	EA	
TRENCH SAFETY	12768	EA	
			<b>\$ 51,072.00</b>
<b>EROSION AND SEDIMENTATION CONTROLS - WASTEWATER</b>			
<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>FEE</b>
CONSTRUCTION ENTRANCE	1	EA	
SILT FENCE	25,536	LF	\$25,536.00
CLEARING AND GRUBBING	6	AC	
RESTORATION & REVEGETATION	28,373	SY	
			<b>\$ 25,536.00</b>



# STAFF REPORT

**MEETING DATE:** August 13, 2024

**TITLE:**

Consideration and act on Resolution No. R-2024-102, of the City of Bastrop, Texas, for the disannexation of land from the city's extraterritorial jurisdiction, for a 54.535 acre tract of land out of the Reuben Gage Survey, Abstract No. 31, and the L.C. Cunningham Survey, Abstract No. 24, both of the 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:**

The City Secretary received a petition for the release of several tracts of land comprised of tract or parcel of land currently situated within the ETJ of the City.

**POLICY EXPLANATION:**

Texas Senate Bill 2038 passed by the Texas State Legislature in the 88<sup>th</sup> 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:**

Consideration and act on Resolution No. 2024-102, of the City of Bastrop, Texas, for the disannexation of land from the city's extraterritorial jurisdiction, for a 54.535 acre tract of land out of the Reuben Gage Survey, Abstract No. 31, and the L.C. Cunningham Survey, Abstract No. 24, both of the Bastrop County, Texas, upon request and providing for findings of fact, repealer, severability, effective date, proper notice, and meeting.

**ATTACHMENTS:**

- Resolution No. R-2024-102
- Location Map
- Petition

CITY OF BASTROP, TX  
RESOLUTION NO. R-2024-102

EXTRATERRITORIAL JURISDICTION RELEASE

A RESOLUTION OF THE CITY OF BASTROP, TEXAS FOR THE DISANNEXATION OF LAND FROM THE CITY'S EXTRATERRITORIAL JURISDICTION, FOR A 54.535 ACRE TRACT OF LAND OUT OF THE REUBEN GAGE SURVEY, ABSTRACT NO. 31, AND THE L.C. CUNNINGHAM SURVEY, ABSTRACT NO. 24, BOTH OF THE BASTROP COUNTY, TEXAS, UPON REQUEST 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 88<sup>th</sup> 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 has received petitions for multiple properties to be released from the ETJ, a list of which is included in **Exhibit A**; and

**WHEREAS,** the City Council received a petition from CTX SPE 3, LP on June 13, 2024, for the release of a certain tract of land ("Property"), which Property is more accurately described in **Attachment 1**, which is attached hereto and incorporated herein; and

**WHEREAS,** having received verification from the City Clerk, the City Council finds the attached ETJ Release Petitions for the Property ("Petitions"), which are

attached as **Attachment 1** and incorporated herein, are valid and this Resolution is necessary and proper for the good government, peace, or order of the City to release the Properties from the City's ETJ.

**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:** The Petitions are hereby considered verified; therefore, the Properties as described in the Petitions included as **Attachment 1** are hereby released from the City's ETJ.
- Section 3. Filing:** The City Secretary is hereby directed to file a certified copy of this Resolution and an updated map of the City's ETJ boundary with the County Clerk of Bastrop County, Texas.
- Section 4. 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 5. 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 6. 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 7. 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 13<sup>th</sup> 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"**

List of Property Owners and Legal Description of Properties to Be Released

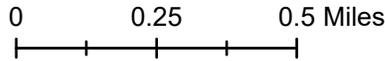
<b>Property Owner(s)</b>	<b>Legal Description of Property</b>	<b>Attachment</b>
CTX SPE 3, LP	A 54.535-acre tract of land out of the Reuben Gage Survey, Abstract No. 31 and the L.C. Cunningham Survey, Abstract No. 24 both of Bastrop County Texas; being a portion of the remainder of a called 810.512-acre tract of land as conveyed to CTX SPE 3 LP by General Warranty Deed as recorded in document number 202114026 and corrected by General Warranty Deed recorded in document number 202115827, both of the Official Public Records of Bastrop County, Texas, and being a portion of the remainder of a called 231.318 acre tract of land described as Tract 2 as conveyed to CTX SPE 3, LP by Special Warranty Deed in document number 202114039 of the Official Public Records of Bastrop County, Texas, and being a portion of Lot 2, Lot 4, and Lot 5 of Mark Young Ranch, a subdivision as referenced in Volume 52, Page 351 of the Deed Records of Bastrop County, Texas.	Attachment 1



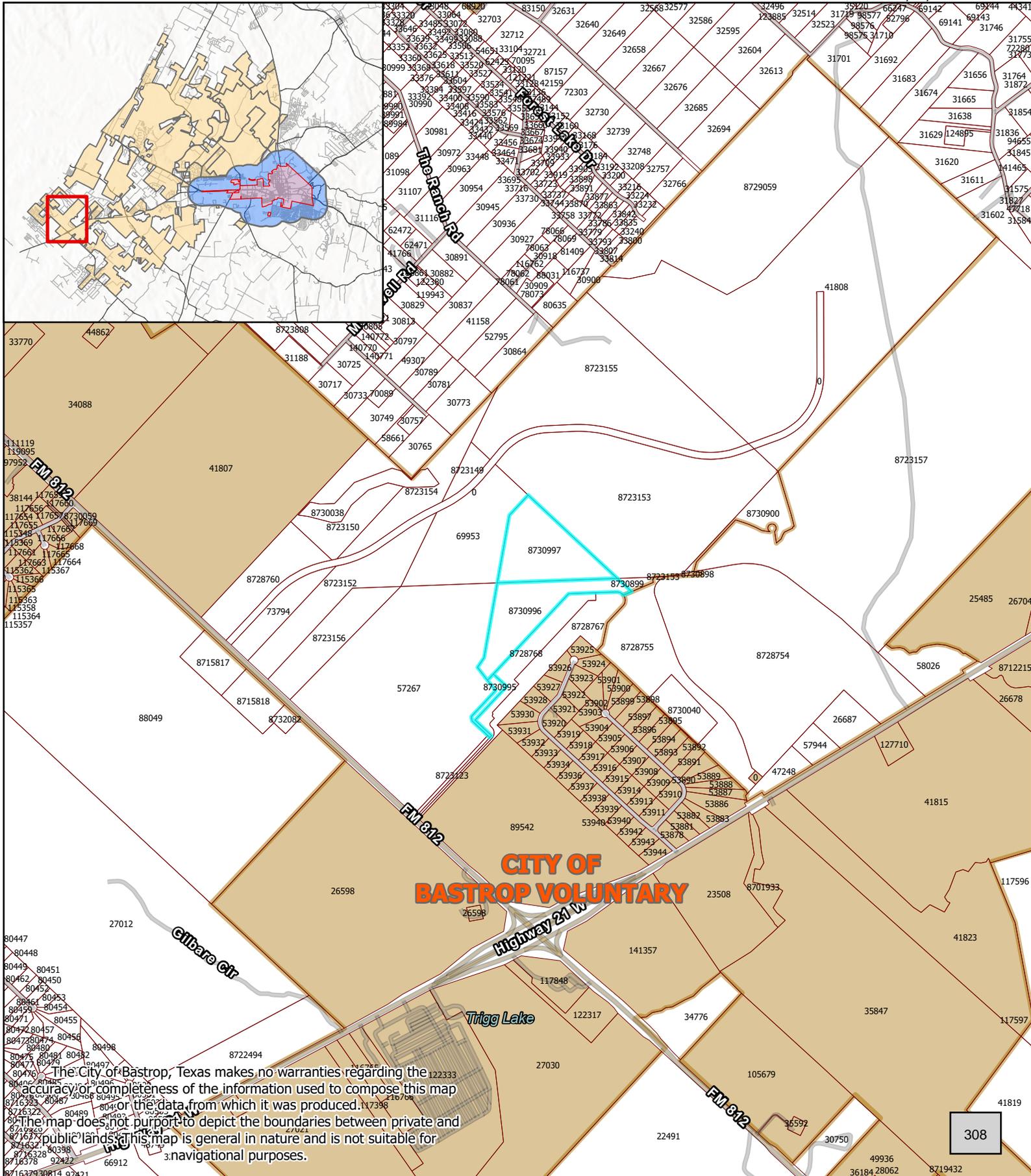
# RELEASE OF PROPERTY FROM CITY OF BASTROP

Item 14A.

## CTX SPE 3 LP



Current Time: 6/24/2024 3:50 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.

PETITION FOR RELEASE OF AN AREA FROM A MUNICIPALITY'S  
EXTRATERRITORIAL JURISDICTION

THE STATE OF TEXAS                   §  
  §  
COUNTY OF BASTROP                 §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BASTROP,  
TEXAS:

**SPE 3 MH, LP**, a Texas limited partnership and **CTX SPE 3, LP**, a Texas limited partnership (the "Petitioners"), acting pursuant to the provisions of Subchapter D, Chapter 42, Texas Local Government Code, together with all amendments and additions thereto, respectfully petition this Honorable City Council to release the 54.535 acres of land described by metes and bounds in **Exhibit A** and shown on the map attached as **Exhibit B** (the "Land"), attached hereto and incorporated herein for all purposes, from the extraterritorial jurisdiction of the City of Bastrop, Texas (the "City"), and in support of this petition the Petitioners represent, covenant, and agree as follows:

I.

The Petitioners hold fee simple title to the Land, and hereby represent that they own a majority in value of the Land to be released from the extraterritorial jurisdiction of the City as indicated by the certificate of ownership provided by the Bastrop Central Appraisal District, attached hereto as **Exhibit C**.

II.

The Petitioners represent that the Land is not located within five (5) miles of the boundary of a military base, as defined by Section 43.0117 of the Texas Local Government Code, at which an active training program is conducted.

III.

The Petitioners represent that the Land has not been voluntarily annexed into the extraterritorial jurisdiction of a municipality that is located in a county (a) in which the population grew by more than fifty percent (50%) from the previous federal decennial census in the federal decennial census conducted in 2020; and (b) that has a population of greater than 240,000.

IV.

The Petitioners represent that the Land is not 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 Section 43.0117 of the Texas Local Government Code, at which an active training program is conducted; and (b) in a county with a population of more than two million.

V.

The Petitioners represent that the Land is not in an area designated as an industrial district under Section 42.944 of the Texas Local Government Code.

VI.

The Petitioners represent that the Land is not in an area subject to a strategic partnership agreement entered into under Section 43.0751 of the Texas Local Government Code.

WHEREFORE, the undersigned respectfully pray that this petition be heard and granted in all respects and that the City immediately release the Land from its extraterritorial jurisdiction, as required by Section 42.105(c) of the Texas Local Government Code, as it exists today and from any future expansions of the City's extraterritorial jurisdiction whether by annexation or pursuant to Section 42.021 of the Texas Local Government Code. If the City fails to release the Land from its extraterritorial jurisdiction by the later of forty-five (45) days from the date it receives this petition or the next meeting of the City's governing body that occurs after the 30<sup>th</sup> day after the date the City receives this petition, the Land shall be released from the City's extraterritorial jurisdiction by operation of law.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED on June 11th, 2024.

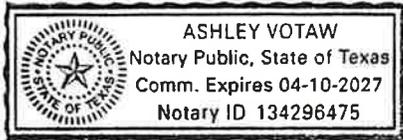
**SPE 3 MH, LP**  
a Texas limited partnership

By: CTX Capital Partners, LLC  
a Delaware limited liability company  
its General Partner

By: [Signature]  
Name: T. Craig Benson  
Title: Managing Partner  
DOB: 1/31/62  
Residence Address: 1415 Wathen  
Ave Austin, TX  
Date of Signing: 6/11/24

THE STATE OF TEXAS                   §  
   §  
COUNTY OF Travis                   §

This instrument was acknowledged before me on June 11th, 2024, by T. Craig Benson, Managing Partner of CTX Capital Partners, LLC, a Delaware limited liability company and General Partner of **SPE 3 MH, LP**, a Texas limited partnership, on behalf of said limited liability company and limited partnership.



(NOTARY SEAL)

[Signature]  
Notary Public, State of Texas

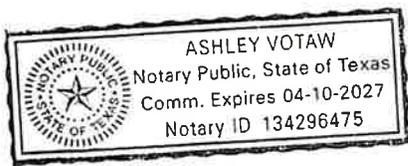
CTX SPE 3, LP  
a Texas limited partnership

By: CTX Capital Partners, LLC  
a Delaware limited liability company  
its General Partner

By: [Signature]  
Name: T. Craig Benson  
Title: Managing Partner  
DOB: 1/31/62  
Residence Address: 1415 Wathen  
Ave Austin, TX  
Date of Signing: 6/11/24

THE STATE OF TEXAS           §  
  §  
COUNTY OF Travis           §

This instrument was acknowledged before me on this 11th day of June, 2024, by T. Craig Benson, Managing Partner of CTX Capital Partners, LLC, a Delaware limited liability company and General Partner of CTX SPE 3, LP, a Texas limited partnership, on behalf of said limited liability company and limited partnership.



[Signature]  
Notary Public, State of Texas

(NOTARY SEAL)

**Attachments:**

- Exhibit A:** Description of the Land
- Exhibit B:** Map of the Land
- Exhibit C:** Certificate of Ownership

EXHIBIT A

B.C.M.U.D. No. 3-Exclusion  
54.535 AcresMETES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 54.535 ACRE TRACT OF LAND OUT OF THE REUBEN GAGE SURVEY, ABSTRACT NO. 31 AND THE L.C. CUNNINGHAM SURVEY, ABSTRACT NO. 24, BOTH OF BASTROP COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 810.512 ACRE TRACT OF LAND AS CONVEYED TO CTX SPE 3, LP BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 202114026 AND CORRECTED BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 202115827, BOTH OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 231.318 ACRE TRACT OF LAND DESCRIBED AS TRACT 2 AS CONVEYED TO CTX SPE 3, LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 202114039 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND BEING A PORTION OF LOT 2, LOT 4 AND LOT 5 OF MARK YOUNG RANCH, A SUBDIVISION AS REFERENCED IN VOLUME 52, PAGE 351 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 54.535 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** for **POINT OF REFERENCE** at a 1/2-inch iron rod with cap stamped "BGE Inc" set on the south line of a 100-foot wide unimproved right-of-way as dedicated by Volume 427, Page 848 of the Official Public Records of Bastrop County, Texas, at the most northerly corner of the remainder of the above described CTX SPE 3 231.318 acre tract, and at the most westerly corner of a called 121.000 acre tract of land described as Tract 2 as conveyed to Cedar Creek East LP by Special Warranty Deed recorded in Document Number 202114074 of the Official Public Records of Bastrop County, Texas; Thence, with the northeast line of the remainder of said CTX SPE 3 231.318 acre tract and the southwest line of said Cedar Creek East Tract 2, S 46°57'27" E a distance of 654.31 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for the most northerly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing with the northeast line of the remainder of said CTX SPE 3 231.318 acre tract and the southwest line of said Cedar Creek East Tract 2, S 46°57'27" E, pass a 1/2-inch iron rod with cap stamped "BGE Inc" set at the most southerly common corner of the remainder of said CTX SPE 3 231.318 acre tract and said Cedar Creek East Tract 2, and at the most northerly common corner of the remainder of said CTX SPE 3 810.512 acre tract and a called 587.274 acre tract of land described as Tract 3 as conveyed to Cedar Creek East LP by Special Warranty Deed recorded in said Document Number 202114074 and corrected by instruments recorded in Document Numbers 202216447 and 202216495, all of the Official Public Records of Bastrop County, Texas, at a distance of 1,770.53 feet, and continuing on with the northeast line of the remainder of said CTX SPE 3 810.512 acre tract and a southwest line of said Cedar Creek East Tract 3, for a total distance of 2,050.82 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set at the most easterly corner of the remainder of said CTX SPE 3 810.512 acre tract, and at an interior corner of said Cedar Creek East Tract 3, for the most easterly corner of the herein described tract;

THENCE, with a south line of the remainder of said CTX SPE 3 810.512 acre tract and a north line of said Cedar Creek East Tract 3, S 66°59'14" W a distance of 129.90 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the curving northeast line of a called 19.283 acre tract of land described as Tract 1 as conveyed to SPE 3 MH, LP by Warranty Deed recorded in Document Number 202217283 of the Official Public Records of Bastrop County, Texas, at an exterior corner of the remainder of said CTX SPE 3 810.512 acre tract, at an exterior corner of said Cedar Creek East Tract 3, and at the beginning of a non-tangent curve to the left, for an exterior corner of the herein described tract;

THENCE, with the south line of the remainder of said CTX SPE 3 810.512 acre tract and the north line of said SPE 3 MH Tract 1, along said curve to the left, an arc distance of 112.14 feet, having a radius of 120.00 feet, a central angle of 53°32'29" and a chord which bears N 65°12'35" W a distance of 108.10 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for a point of tangency;

THENCE, continuing with the south line of the remainder of said CTX SPE 3 810.512 acre tract and the north line of said SPE 3 MH Tract 1, S 88°01'10" W, pass a 1/2-inch iron rod with cap stamped "BGE Inc" set at the northwest corner of said SPE 3 MH Tract 1, and at the northeast corner of a called 14.860 acre tract of land described as Tract 2 as conveyed to SPE 3 MH, LP by said Warranty Deed recorded in Document Number 202217283 of the Official Public Records of Bastrop County, Texas, at a distance of 303.75 feet, and continuing on with the south line of the remainder of said CTX SPE 3 810.512 acre tract and the north line of said SPE 3 MH Tract 2, for a total distance of 694.42 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set at an interior corner of the remainder of said CTX SPE 3 810.512 acre tract, and at the northwest corner of said SPE 3 MH Tract 2, for an interior corner of the herein described tract;

THENCE, with the southeast line of the remainder of said CTX SPE 3 810.512 acre tract and the northwest line of said SPE 3 MH Tract 2, S 43°06'35" W a distance of 1,596.37 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set at an interior corner of the remainder of said CTX SPE 3 810.512 acre tract, and at an exterior corner of said SPE 3 MH Tract 2, for an interior corner of the herein described tract;

THENCE, with a northeast line of the remainder of said CTX SPE 3 810.512 acre tract and a southwest line of said SPE 3 MH Tract 2, S 46°53'25" E a distance of 263.97 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set at an exterior corner of the remainder of said CTX SPE 3 810.512 acre tract, and at an interior corner of said SPE 3 MH Tract 2, for an exterior corner of the herein described tract;

THENCE, with a southeast line of the remainder of said CTX SPE 3 810.512 acre tract and a northwest line of said SPE 3 MH Tract 2, S 43°06'35" W a distance of 669.80 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set at an interior corner of the remainder of said CTX SPE 3 810.512 acre tract, and at the most westerly corner of said SPE 3 MH Tract 2, for an interior corner of the herein described tract;

THENCE, with a northeast line of the remainder of said CTX SPE 3 810.512 acre tract and a southwest line of said SPE 3 MH Tract 2, S 46°53'25" E a distance of 327.22 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set at an exterior corner of the remainder of said CTX SPE 3 810.512 acre tract, and at an interior corner of said SPE 3 MH Tract 2, for an exterior corner of the herein described tract;

THENCE, with a southeast line of the remainder of said CTX SPE 3 810.512 acre tract and a northwest line of said SPE 3 MH Tract 2, S 43°06'35" W a distance of 39.01 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for the most southerly corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "BGE Inc" set on the northeast right-of-way line of F.M. 812 (100 feet wide) as dedicated by Volume 140, Pages 480 and 486 of the Deed Records of Bastrop County, Texas, at the most westerly corner of said SPE 3 MH Tract 2, bears S 43°06'35" W a distance of 1,567.98 feet;

THENCE, departing the northwest line of said SPE 3 MH Tract 2, over and across said CTX SPE 3 810.512 acre tract, N 46°53'25" W a distance of 352.54 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;

THENCE, continuing over and across said CTX SPE 3 810.512 acre tract, N 09°38'15" W a distance of 64.44 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;

THENCE, continuing over and across said CTX SPE 3 810.512 acre tract, N 43°06'35" E a distance of 517.47 feet to a calculated point for an interior corner of the herein described tract;

THENCE, continuing over and across said CTX SPE 3 810.512 acre tract, N 38°10'11" W a distance of 427.36 feet to a calculated point for an exterior corner of the herein described tract;

THENCE, continuing over and across said CTX SPE 3 810.512 acre tract, N 34°21'27" E a distance of 169.34 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;

THENCE, continuing over and across said CTX SPE 3 810.512 acre tract, N 10°06'06" E a distance of 2,100.15 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;

THENCE, continuing over and across said CTX SPE 3 810.512 acre tract, N 43°02'33" E a distance of 397.53 feet to the **POINT OF BEGINNING** and containing 54.535 acres (2,375,527 square feet) of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by BGE Inc., under my supervision on May 26, 2021 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. A survey plat accompanies this description.

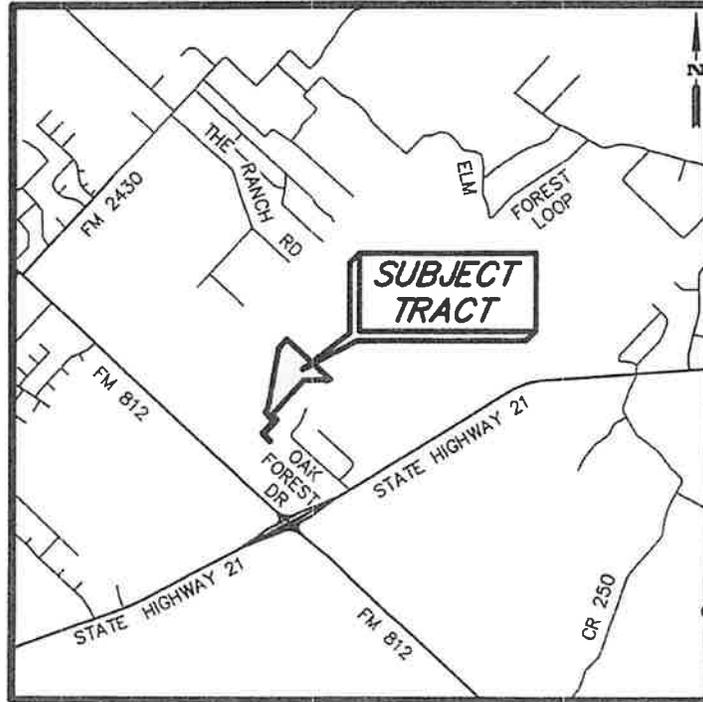
Damian G. Fisher RPLS No. 6928  
BGE, Inc.  
101 West Louis Henna Blvd, Suite 400  
Austin, Texas 78728  
Telephone: (512) 879-0400  
TBPLS Licensed Surveying Firm No. 10106502



02/07/2023  
Date

Client: CTX Management Holdings, LLC  
Date: January 6, 2023  
Revised: February 7, 2023  
Job No: 9989-00

EXHIBIT B



NOT TO SCALE

LOCATION MAP  
BASTROP ETJ RELEASE  
54.535 ACRES



**BGE, Inc.**

101 West Louis Henna Blvd., Suite 400  
Austin, Texas 78728

Tel: 512-879-0400 • [www.bgeinc.com](http://www.bgeinc.com)

TBPELS Registration No. F-1046

TBPELS Licensed Surveying Firm No. 10106502



EXHIBIT A

B.C.M.U.D. No. 3-Exclusion  
54.535 AcresMETES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 54.535 ACRE TRACT OF LAND OUT OF THE REUBEN GAGE SURVEY, ABSTRACT NO. 31 AND THE L.C. CUNNINGHAM SURVEY, ABSTRACT NO. 24, BOTH OF BASTROP COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 810.512 ACRE TRACT OF LAND AS CONVEYED TO CTX SPE 3, LP BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 202114026 AND CORRECTED BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 202115827, BOTH OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 231.318 ACRE TRACT OF LAND DESCRIBED AS TRACT 2 AS CONVEYED TO CTX SPE 3, LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 202114039 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND BEING A PORTION OF LOT 2, LOT 4 AND LOT 5 OF MARK YOUNG RANCH, A SUBDIVISION AS REFERENCED IN VOLUME 52, PAGE 351 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 54.535 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING for POINT OF REFERENCE** at a 1/2-inch iron rod with cap stamped "BGE Inc" set on the south line of a 100-foot wide unimproved right-of-way as dedicated by Volume 427, Page 848 of the Official Public Records of Bastrop County, Texas, at the most northerly corner of the remainder of the above described CTX SPE 3 231.318 acre tract, and at the most westerly corner of a called 121.000 acre tract of land described as Tract 2 as conveyed to Cedar Creek East LP by Special Warranty Deed recorded in Document Number 202114074 of the Official Public Records of Bastrop County, Texas; Thence, with the northeast line of the remainder of said CTX SPE 3 231.318 acre tract and the southwest line of said Cedar Creek East Tract 2, S 46°57'27" E a distance of 654.31 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for the most northerly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing with the northeast line of the remainder of said CTX SPE 3 231.318 acre tract and the southwest line of said Cedar Creek East Tract 2, S 46°57'27" E, pass a 1/2-inch iron rod with cap stamped "BGE Inc" set at the most southerly common corner of the remainder of said CTX SPE 3 231.318 acre tract and said Cedar Creek East Tract 2, and at the most northerly common corner of the remainder of said CTX SPE 3 810.512 acre tract and a called 587.274 acre tract of land described as Tract 3 as conveyed to Cedar Creek East LP by Special Warranty Deed recorded in said Document Number 202114074 and corrected by instruments recorded in Document Numbers 202216447 and 202216495, all of the Official Public Records of Bastrop County, Texas, at a distance of 1,770.53 feet, and continuing on with the northeast line of the remainder of said CTX SPE 3 810.512 acre tract and a southwest line of said Cedar Creek East Tract 3, for a total distance of 2,050.82 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set at the most easterly corner of the remainder of said CTX SPE 3 810.512 acre tract, and at an interior corner of said Cedar Creek East Tract 3, for the most easterly corner of the herein described tract;

THENCE, with a south line of the remainder of said CTX SPE 3 810.512 acre tract and a north line of said Cedar Creek East Tract 3, S 66°59'14" W a distance of 129.90 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the curving northeast line of a called 19.283 acre tract of land described as Tract 1 as conveyed to SPE 3 MH, LP by Warranty Deed recorded in Document Number 202217283 of the Official Public Records of Bastrop County, Texas, at an exterior corner of the remainder of said CTX SPE 3 810.512 acre tract, at an exterior corner of said Cedar Creek East Tract 3, and at the beginning of a non-tangent curve to the left, for an exterior corner of the herein described tract;

THENCE, with the south line of the remainder of said CTX SPE 3 810.512 acre tract and the north line of said SPE 3 MH Tract 1, along said curve to the left, an arc distance of 112.14 feet, having a radius of 120.00 feet, a central angle of 53°32'29" and a chord which bears N 65°12'35" W a distance of 108.10 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for a point of tangency;

THENCE, continuing with the south line of the remainder of said CTX SPE 3 810.512 acre tract and the north line of said SPE 3 MH Tract 1, S 88°01'10" W, pass a 1/2-inch iron rod with cap stamped "BGE Inc" set at the northwest corner of said SPE 3 MH Tract 1, and at the northeast corner of a called 14.860 acre tract of land described as Tract 2 as conveyed to SPE 3 MH, LP by said Warranty Deed recorded in Document Number 202217283 of the Official Public Records of Bastrop County, Texas, at a distance of 303.75 feet, and continuing on with the south line of the remainder of said CTX SPE 3 810.512 acre tract and the north line of said SPE 3 MH Tract 2, for a total distance of 694.42 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set at an interior corner of the remainder of said CTX SPE 3 810.512 acre tract, and at the northwest corner of said SPE 3 MH Tract 2, for an interior corner of the herein described tract;

THENCE, with the southeast line of the remainder of said CTX SPE 3 810.512 acre tract and the northwest line of said SPE 3 MH Tract 2, S 43°06'35" W a distance of 1,596.37 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set at an interior corner of the remainder of said CTX SPE 3 810.512 acre tract, and at an exterior corner of said SPE 3 MH Tract 2, for an interior corner of the herein described tract;

THENCE, with a northeast line of the remainder of said CTX SPE 3 810.512 acre tract and a southwest line of said SPE 3 MH Tract 2, S 46°53'25" E a distance of 263.97 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set at an exterior corner of the remainder of said CTX SPE 3 810.512 acre tract, and at an interior corner of said SPE 3 MH Tract 2, for an exterior corner of the herein described tract;

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THENCE, departing the northwest line of said SPE 3 MH Tract 2, over and across said CTX SPE 3 810.512 acre tract, N 46°53'25" W a distance of 352.54 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;

THENCE, continuing over and across said CTX SPE 3 810.512 acre tract, N 09°38'15" W a distance of 64.44 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;

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THENCE, continuing over and across said CTX SPE 3 810.512 acre tract, N 38°10'11" W a distance of 427.36 feet to a calculated point for an exterior corner of the herein described tract;

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THENCE, continuing over and across said CTX SPE 3 810.512 acre tract, N 10°06'06" E a distance of 2,100.15 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;

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I hereby certify that these notes were prepared from a survey made on the ground by BGE Inc., under my supervision on May 26, 2021 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. A survey plat accompanies this description.

Damian G. Fisher RPLS No. 6928  
BGE, Inc.  
101 West Louis Henna Blvd, Suite 400  
Austin, Texas 78728  
Telephone: (512) 879-0400  
TBPLS Licensed Surveying Firm No. 10106502



02/07/2023  
Date

Client: CTX Management Holdings, LLC  
Date: January 6, 2023  
Revised: February 7, 2023  
Job No: 9989-00



# STAFF REPORT

**MEETING DATE:** August 13, 2024

**TITLE:**

Consider and act on the first 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 first 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, Interim 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**

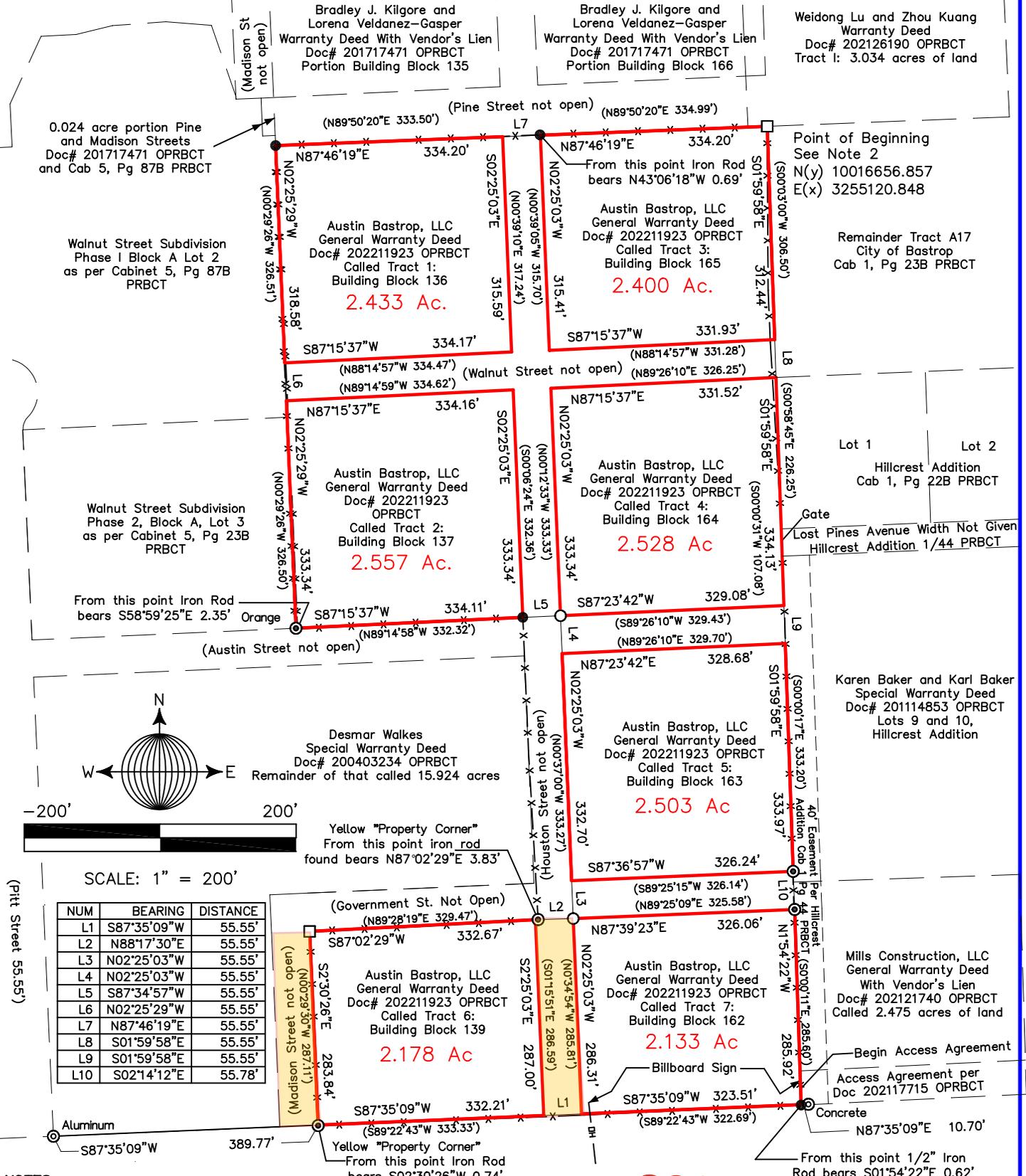
# Exhibit A

Item 14B.

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:**

- EASEMENTS, BUILDING LINES, AND/OR CONDITIONS OF RECORD PER GF# CTA-26-CTA2200945 PER FIRST CHICAGO TITLE
- BEARING BASIS LAMBERT COFORMAL CONIC PROJECTION GRID NORTH, STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, 4203, NAD 83.
- 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-RABENBURG.DWG

**LEGEND**

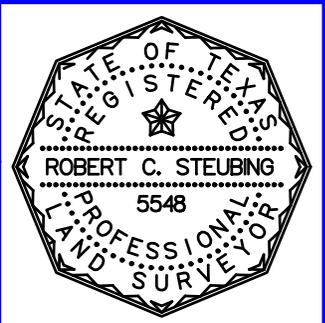
- 1/2" IRON ROD FOUND
- CAPPED IRON ROD SET STAMPED "RPLS 5548"
- 5/8" IRON ROD FOUND
- CAPPED IRON ROD FOUND AS NOTED
- TXDOT MONUMENT FOUND AS NOTED
- FENCE
- TOWN PLAT RECORD INFORMATION
- PLAT RECORDS BASTROP COUNTY TX
- OFFICIAL RECORDS BASTROP COUNTY TX
- OFFICIAL PUBLIC RECORDS BASTROP COUNTY 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 14B.

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 14B.

AND ACCEPTED BY GRANTEE: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS §

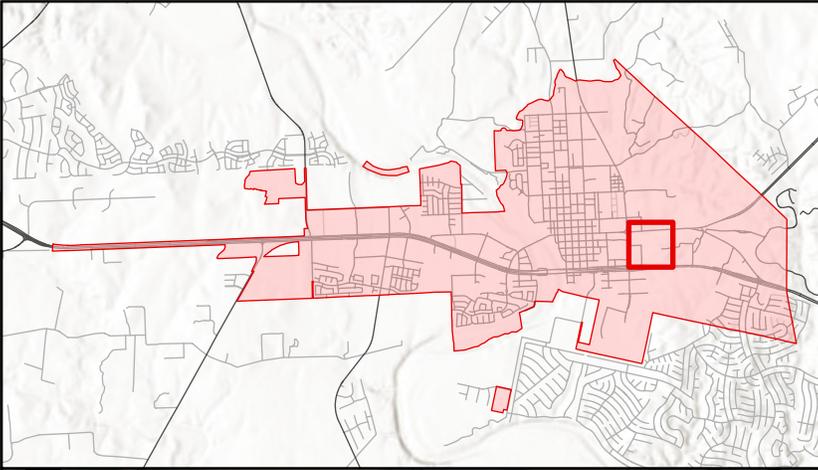
COUNTY OF BASTROP §

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

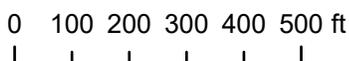
# Attachment 1 Location Map



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:** August 13, 2024

**TITLE:**

Consider and act on Resolution No. R-2024-79 of the City of Bastrop, Texas, amending the City Council Rules of Procedure; Section 2.2 - Meetings Shall Be in Compliance, Section 2.10 - Quorum, Section 3.2 - Model Format for Agenda Discussion, Section 3.5 - Discussion and Debate, Section 3.12 - Council May Discipline Its Own Members, Article 4 - Agenda Order, Section 4.4 - Presentations, Section 4.7 - Citizen Comments, and Section 5.3 - Rules Governing Citizen Comments, establishing a repealing clause; and establishing an effective date.

**AGENDA ITEM SUBMITTED BY:**

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

**BACKGROUND/HISTORY:**

The Rules of Procedure for the City Council of the City of Bastrop, Texas contains Section 1.4 Annual Review, which states:

*“Following the municipal elections each year, Council will review these rules of procedure annually, make changes as appropriate, and adopt their own rules of procedure in accordance with the Charter at the first scheduled meeting in July. In the event no annual review occurs, the standing rules of procedure continue in effect. This does not limit the Council’s right and ability to amend the rules at any other time during the year, in accordance with the Charter.”*

On April 9, 2024, the agenda item: “Consider action to approve Resolution No. R2024-48 of the City of Bastrop, Texas amending the City Council Rules of Procedure attached as Exhibit A; establishing a repealing clause; and establishing an effective date” was heard.

Additional amendments are proposed at this time. Council shall hear said amendments and direct staff to prepare a resolution for a future agenda action item.

The items that were approved by Council in Resolution No. R-2024-48 are in bold green, the newly suggested items are in red.

**RULES OF PROCEDURE EDITS:**

- Section 2.2 Meetings Shall Be in Compliance
- Section 2.10 Quorum
- Section 3.2 – Model Format for Agenda Discussion
- Section 3.5 – Discussion and Debate
- Section 4.4 – Presentations

- Section 3.12 – Council May Discipline Its Own Members
- Article 4 – Agenda Order
- Section 4.4 – Presentations
- Section 4.7 – Citizen Comments
- Section 5.3 – Rules Governing Citizen Comments

**RULES OF PROCEDURE EDITS FROM JULY 9, 2024 COUNCIL MEETING:**

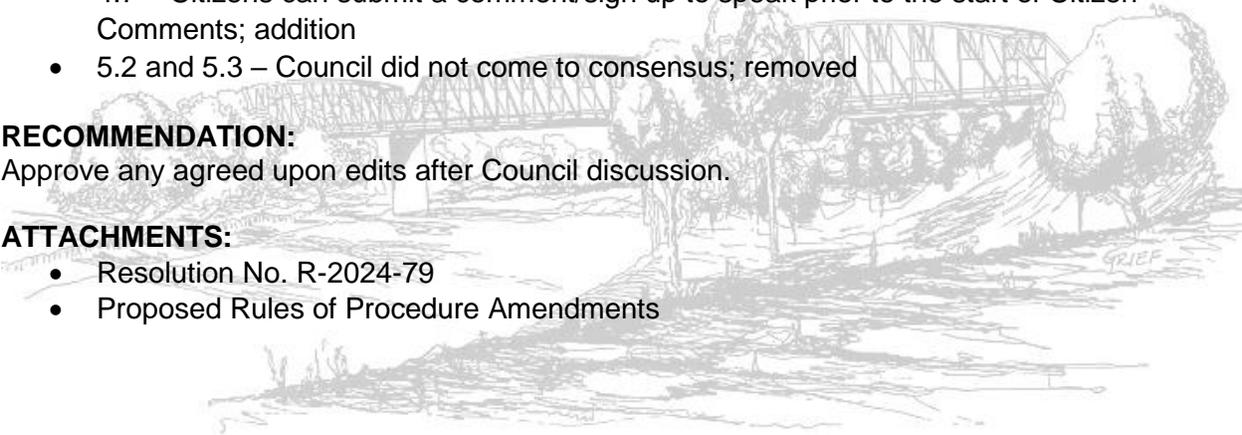
- 2.2 – being in compliance with Open Meetings Act; accepted
- 2.10 – No changes or additions
- 3.2 – Leave as is; removed
- 3.5 – Change the language to Council discussion time from 10 minutes to 5 minutes
- 3.12 – Withdrew change
- 4 (Agenda Order) – Strike redundant language; No change just the changes in the packet
- 4.4 – Change not accepted (Have the option of Council Member to read a Proclamation in Council Chambers); removed
- 4.7 – Citizens can submit a comment/sign up to speak prior to the start of Citizen Comments; addition
- 5.2 and 5.3 – Council did not come to consensus; removed

**RECOMMENDATION:**

Approve any agreed upon edits after Council discussion.

**ATTACHMENTS:**

- Resolution No. R-2024-79
- Proposed Rules of Procedure Amendments



**RESOLUTION NO. R-2024-79**

**AMENDING THE RULES OF PROCEDURE**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE CITY COUNCIL RULES OF PROCEDURE ATTACHED AS EXHIBIT A; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City Council of the City of Bastrop (City Council) has a shared interest in promoting efficient, effective, and ethical City Council meetings; and

**WHEREAS,** pursuant to Sections 551.007 and 551.023 of the Texas Government Code and Section 3.13 of the City’s Charter, the City Council has the authority to determine its own rules of procedure and order of business; and

**WHEREAS,** Section 1.4 of the City Council Rules of Procedure mandates an annual review of the Rules of Procedure; and

**WHEREAS,** The City Council has completed its review of the Rules of Procedure and recommended certain amendments and edits.

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

**Section 1.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

**Section 2.** The City Council hereby approves the revised Rules of Procedure attached hereto as “Exhibit A” and made a part hereof by this reference.

**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 Resolution shall be in full force and effect from and after its passage.

**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 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 13th day of August 2024.**

**THE CITY OF BASTROP, TEXAS:**

\_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan Bojorquez, City Attorney

# Rules of Procedure for the City Council and Boards & Commissions of the City of Bastrop, Texas



Adopted: August 23, 2005  
Revised: October 10, 2017  
Revised: July 24, 2018  
Revised: July 9, 2019  
Revised: September 8, 2020  
Revised: July 27, 2021  
Revised: August 23, 2022

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## ARTICLE 1. AUTHORITY, APPLICABILITY, AMENDMENT, AND ANNUAL REVIEW

### 1.1 Authority.

Article III, Section 3.13 of the City Charter of the City of Bastrop, Texas grants the City Council the right to determine its own rules of procedure. The following rules are enumerated under and by authority of said provision.

### 1.2 Applicability.

The rules of procedure adopted by the City Council are applicable not only to the City Council, but also to all boards, commissions, and committees of the City of Bastrop. When applied to boards, commissions and committees, the term Mayor means the chairperson and the terms City Council or Council Members means the members of the board, commission, or committee.

### 1.3 Amendment.

These rules may be amended or new rules adopted by a minimum of three (3) of the five (5) voting members of the City Council present.

### 1.4 Annual Review.

Following the municipal elections each year, Council will review these rules of procedure annually, make changes as appropriate, and adopt their own rules of procedure in accordance with the Charter at the first scheduled meeting in July. In the event no annual review occurs, the standing rules of procedure continue in effect. This does not limit the Council's right and ability to amend the rules at any other time during the year, in accordance with the Charter.

## ARTICLE 2. GENERAL RULES OF PROCEDURE AND POLICIES

### 2.1 Construction of Authority.

The construction of authority in all matters associated with the meetings and activities of the City Council, including the agenda, shall be: (1) the U.S. Constitution and Statutes of the United States of America; (2) the Texas Constitution and Statutes of the State of Texas; (3) the City Charter; (4) the Code of Ordinances of the City of Bastrop, Texas; and (5) these rules. Rosenberg's Rules of Order are a preferred source of guidance for matters not addressed herein.

### 2.2 Meetings Shall Be in Compliance.

All meetings of the City Council shall be in compliance with the Texas Government Code, Chapter 551, Open Meetings Act including the Act's prohibition of discussions about an item of public business among a quorum through a series of communications. Except in the case of an emergency meeting, notice of all meetings shall be given 72 hours before the time set for any meeting.

If meetings are held at Bastrop City Hall, they may be televised live on the City's television channel via the appropriate cable providers and/or live-streamed via social media. If unable to televise meetings live due to technical difficulties, the meeting shall be recorded for a later broadcast. The Council meetings shall be rebroadcast as a part of the City's on-going channel programming.

The Bastrop City Hall is wheelchair accessible and special parking is available on the west side of the building. If special accommodations are required, please contact the City Secretary a minimum of 24 hours in advance at 512-332-8800.

### **2.3 Conduct of Meetings.**

Meetings of the City Council shall be conducted according to the rules adopted by the City Council. For additional guidance (non-binding), the City Council may refer to Rosenberg's Rules of Order as amended herein and when not inconsistent with these rules.

### **2.4 Regular Meetings.**

Regular meetings of the City Council shall be on the second and fourth Tuesday of each month at 6:30 p.m. The Council may, by majority vote at a regular meeting, change the days or times of meetings as circumstances may necessitate. Per the City Charter, the Council shall meet regularly and at least once each month.

### **2.5 Special Meetings.**

The City Council may hold as many additional, special meetings as may be necessary for the transaction of the business of the City. Special meetings of the City Council may be called as necessary upon written notice to the City Secretary by the Mayor or by any three (3) members of the City Council unless made at a regular meeting at which a quorum of Council Members is present. The City Manager and all Council Members shall be notified of all special meetings.

### **2.6 Emergency Meetings.**

In case of an emergency or urgent public necessity, which shall be expressed in the meeting notice, it shall be sufficient if members receive and notice is posted one (1) hour before the meeting is convened. Notice shall be provided also to the media as requested in accordance with the Texas Government Code, Section 551.047.

### **2.7 Workshops (Work Session).**

Workshops are special meetings called for the purpose of conducting a detailed and thorough exploration of matters that may properly come before the City Council. Citizen comments on agenda items listed for open portions of the workshop can be addressed to the City Council (i.e., not executive session) before or during the City Council's consideration of the item.

### **2.8 Executive Sessions.**

Executive sessions are meetings closed to the public. These sessions are only permitted for the purpose of discussing matters enumerated in Texas Government Code Chapter 551, the Open Meetings Act. Disclosure of topics to be discussed shall be made to the public in accordance with the requirements of the Open Meetings Act.

The City Council can retire into an executive session during a regular or special meeting as stated on a posted agenda or when deemed necessary by the presiding officer or a majority of the City Council. However, before said session begins, the presiding officer shall announce that the executive session is commencing, the items to be discussed, and the section of the Open Meetings Act that justify the executive session(s). The order in which an executive session may

appear on the agenda is subject to the discretion of the Mayor. A certified record of the meeting will be created by the presiding officer or their designee, sealed and permanently kept, subject to opening by court order. No voting or action shall be taken by the City Council during an executive session. No other subject but that posted on the agenda is to be considered. Adjournment of the executive session and any vote needed shall be made during the open public meeting.

## **2.9 Recessed Meetings.**

No meeting shall be recessed for a longer period of time than until the next regular meeting except when required information has not been received, or, in the case of work sessions or special meetings, to a date certain by motion duly passed.

## **2.10 Quorum.**

Four (4) members of the Council shall constitute a quorum to do business.

## **2.11 Conflict of Interest.**

A Council Member prevented from voting by a conflict of interest shall file a conflict of interest affidavit with the City Secretary as soon as possible after the posting of an agenda, which contains a conflict, unless an applicable conflict of interest affidavit has already been filed.

A Council Member prevented from voting by a conflict of interest shall step down from the dais and leave the Council Chambers, shall not vote on the matter, shall not participate in discussions regarding the matter or attempt to influence the Council's deliberation of the matter in any way (during meetings or outside of meetings), shall not attend Executive Sessions regarding the matter, and shall otherwise comply with the state law and City ordinances concerning conflicts of interest including Chapter 171 of the Texas Local Government Code.

## **2.12 Presiding Officer.**

The Mayor shall serve as the Presiding Officer for all meetings of the City Council. In the absence of the Mayor, the Mayor Pro Tem shall serve as the Presiding Officer. In the absence of the Mayor and Mayor Pro Tem, the City Manager shall call the meeting to order, if a quorum of the Council is present, and the first order of business shall be for Council to elect by majority vote, a temporary presiding officer from the members then seated and in attendance. The temporary presiding officer shall serve in such capacity until the meeting is adjourned.

The Presiding Officer shall serve as the chair of all meetings and shall make final rulings on all questions pertaining to these rules. All decisions of the presiding officer are final unless overruled by the City Council through a motion to appeal as described in Article 3.9 – Courtesy, Decorum and Order of these rules.

The Mayor, as Presiding Officer, is entitled to participate in the discussion and debate, but may not vote, except in elections, to break a tie, and as otherwise provided in the City's Charter. Because the Presiding Officer conducts the meeting, it is common courtesy for the chair to take a less active role than other members of the Council in debates and discussions. This practice in no way precludes the presiding officer from participating in the meeting fully and freely.

The presiding officer of boards and commissions shall be the person selected by the board or commission as the chair, co-chair, or vice chair. If these persons are not in attendance, the board or commission shall choose a temporary presiding officer from among the members in attendance.

### **2.13 Minutes of Meetings.**

The City Secretary shall keep minutes of all proceedings of the City Council and they shall be open to public inspection in accordance with the laws of the State of Texas. Staff Liaisons will take minutes of proceedings of the various Boards & Commissions and provide them to the City Secretary as Records Custodian.

### **2.14 Suspension and Amendment of Rules.**

Any provisions of these rules not governed by federal, state law or the City Charter may be temporarily suspended by a supermajority vote (see Article 3.7 of these rules) of the City Council. Any provisions of these rules may be amended by majority vote if such amendment is appropriately posted on an agenda of a regular meeting of the City Council and receives approval of the majority of City Council at such meeting.

### **2.15 Rules for the Press and Media.**

The use of media equipment, such as lights, cameras and/or microphones must be coordinated with the City Manager prior to the meeting to ensure that the equipment does not disturb or otherwise conflict with or disrupt the meeting or the Council's activities.

## **ARTICLE 3. PARLIAMENTARY PROCEDURE**

### **3.1 Purpose.**

The purpose of these rules of parliamentary procedure is to establish orderly conduct of the meetings. Simple rules lead to a wider understanding and participation. Complex rules create two classes: (1) those who understand the rules, and (2) those who do not fully understand and those who do not fully participate. The ultimate purpose of these rules of parliamentary procedure is to encourage and facilitate decision-making by the City Council. In a democracy, the majority opinion carries the day.

These rules enable the majority to express their opinion and fashion a result, while permitting the minority to also express itself (but not dominate) and fully participate in the process.

### **3.2 Model Format for an Agenda Item Discussion.**

The following ten (10) steps may be used as a model or guidebook by the Presiding Officer. The meeting is governed by the agenda and the agenda constitutes the only items to be discussed. Each agenda item can be handled by the Presiding Officer (Mayor) in the following basic format:

1. *Announce the Item.* The Mayor should clearly announce the agenda item number. The Mayor or the Mayor's designee shall clearly state the subject matter of the agenda item by reading the caption for the item being considered.

2. *Receive a Report.* The Mayor should invite the appropriate people to report on the item, including any recommendation they might have.
3. *Ask Clarifying Questions.* The Mayor should ask the Council Members if they have any technical questions for clarification. At this point, members of the City Council may ask clarifying questions to the people who reported on the item, and they should be given time to respond.
4. *Seek Citizen Input.* The Mayor should invite citizen comments – or if a public hearing, open the public hearing. Upon conclusion, the Mayor should announce that public input is closed, or if a public hearing, close the public hearing.
5. *Motion First.* The Mayor should invite a motion from the City Council before debate is given on the merits of the item. The Mayor should announce the name of the member who makes the motion.
6. *Motion Second.* The Mayor should determine if any member of the City Council wishes to second the motion. The Mayor should announce the name of the member who seconds the motion. If no member of the City Council wishes to second the motion, then the motion fails, and should be so stated by the Mayor.
7. *Repeat Motion.* If the motion is made and seconded, the Mayor should make certain that everyone (including the audience) understands the motion. This is done in three ways:
  - a. The Mayor can ask the maker of the motion to repeat it;
  - b. The Mayor can repeat the motion; or
  - c. The Mayor can ask the City Secretary to repeat the motion.
8. *Discuss the Motion.* The Mayor should now invite the members of the City Council to discuss the motion. If there is no desired discussion, the Mayor may call for a vote. If there has been no discussion or a brief discussion, then there is no need to repeat the motion before taking a vote. If the discussion has been lengthy, it is a good idea to repeat the motion before calling for the vote.
9. *Vote.* The Mayor may ask the City Secretary to call roll. Unless a super-majority is required for passage of the motion, a simple majority vote determines whether the motion passes or fails. Unless a member of the Council seeks recusal from voting on any question where the vote would constitute a conflict of interest, and that recusal is consented to by a majority of the remainder of the Council, all members of the Council shall vote upon every question, ordinance or resolution. Action items require a vote.
10. *Announce the Outcome.* The Mayor announces the results of the vote and should also state what action (if any) the Council has taken. The Mayor should announce the name of any member who voted in the minority on the motion.

### 3.3 The Basic Motions.

The basic motion is the one that puts forward a decision for consideration. A basic motion might be: “I move for approval of the ordinance as submitted,” or “I make a motion that we deny the resolution.” Multiple motions may be made on the same agenda item provided they are made and voted on sequentially.

A failed motion to approve shall be construed as a successful motion to deny. This shall be the case with or without conditions. However, the Mayor may call for additional motions to clarify what (if any action) the Council wishes to take.

### 3.4 The Motion to Amend.

If a member wants to change a basic motion, the member would have to motion to amend the original or previously amended motion. A motion to amend might be: "I move that we amend the motion to include the changes we discussed to the ordinance." A motion to amend seeks to retain the basic motion on the floor (a motion made and seconded), but to modify it in some way. A motion to amend requires the agreement of the person making the original motion. If the basic motion has already been seconded, the motion to amend must be acknowledged and accepted by the member who seconded the basic motion.

### 3.5 Discussion and Debate.

The basic rule of motions is that they are subject to discussion and debate. Accordingly, the basic motion and the motion to amend are all eligible, each in their turn for full discussion by and before the City Council. Once the motion is made, the length of individual statements by the Mayor and members is limited to ten five minutes unless the City Council votes to extend the time allotted. Discussion and debate can continue ~~as long as the members wish to discuss it, or~~ until the Mayor or any member decides that it is time to move on and call a vote on the motion once all council members have had the opportunity to discuss the motion.

### 3.6 Other Motions.

There are exceptions to the general rule of free and open debate on motions. The exceptions All apply when there is a desire of the Council to move on. The following motions are not debatable, and the Mayor must immediately call a vote on the motion, if seconded by another member.

- *Motion to Adjourn.* This motion, if passed, requires the Council to immediately adjourn to its next regularly scheduled meeting. This motion requires a simple majority vote.
- *Motion to Recess.* This motion, if passed, requires the Council to immediately take a recess. Normally the Mayor will determine the length of the recess which could last for a few minutes to several hours. It requires a simple majority vote.
- *Motion to Fix the Time to Adjourn.* This motion, if passed, requires the Council to adjourn the meeting at the specific time set in the motion. For example, "I move we adjourn this meeting at Midnight." It requires a simple majority vote.
- *Motion to Table.* This motion, if passed, requires discussion of the agenda item to be halted immediately, and the agenda to be placed on hold. The motion may contain a specific time to bring the item up again, or it may not specify a time. If no time is specified, the item shall be placed on the agenda at the following Council meeting.
- *Motion to Remove from Table.* This motion, if passed, allows the Council to remove an item previously placed on hold. A vote in favor of removing an item from the table must be made before the Council can take action on an item that was tabled.

### 3.7 Motions Requiring a Supermajority Vote to Pass.

A supermajority vote consists of a majority plus one ( i.e., To pass as a motion under this section requires affirmative votes of a majority, plus one more).

- *Motion to Limit Debate.* This motion is sometimes referred to as, “moving the question” or, “calling the question.” When a member of the Council makes such a motion, the member is saying, “I have had enough discussion, let’s vote on the issue.” When such a motion is made, the Mayor should ask for a second, stop the discussion and vote on the motion to limit debate. The motion requires a supermajority vote to pass. Meaning, the number of council members voting for the motion must equal four or more.
- *Motion to Object to the Consideration of an Item.* This motion, if passed, precludes the City Council from even considering the item on the agenda. It does not preclude the item from appearing on a future agenda. The motion requires a supermajority vote to pass. (Normally, this motion is unnecessary, because the objectionable item can be defeated outright or tabled.)
- *Motion to Suspend the Rules.* This motion is debatable, but requires a supermajority vote to pass. This motion allows the Council to suspend its own rules for a particular purpose. For example, the Council may desire to give a particular speaker more time than normally allowed. A “motion to suspend the rules and give the speaker ten additional minutes,” accomplishes this desire.

### 3.8 Motion to Reconsider.

There is a special motion that requires a bit of explanation all by itself: the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. As such, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to reconsider is made.

A motion to reconsider requires a simple majority vote to pass, but there are two special rules that apply only to the motion to reconsider.

The first issue involves timing. A motion to reconsider must be made at the meeting where the item was first voted upon or at the very next regular meeting or at a special meeting called for that specific item (if properly noticed and on the posted agenda). A motion to reconsider made at a later time is considered untimely and it may not be considered unless the Council suspends the rules to consider it.

Secondly, the motion to reconsider can only be made by a member of the Council who voted in the majority on the original motion. The motion to reconsider may be seconded by any member of the City Council regardless of how they voted on the original motion. If a member of the Council who voted in the minority on the original motion seeks to make a motion to reconsider, it MUST be ruled out of order by the Mayor. The purpose of this rule is finality. If a member of the minority could make a motion to reconsider, then the item could be brought back again and again, which would defeat the purpose of finality.

If a motion to reconsider passes, then the original matter is back before the Council, and a new original motion is in order. The matter may be discussed as if it were on the floor for the first time.

The City Attorney should be consulted prior to making a motion to reconsider so that potential legal implications can be evaluated in advance.

### 3.9 Courtesy, Decorum and Order.

These rules of order are meant to promote an atmosphere of courtesy and decorum appropriate for the efficient discussion of business. It is the responsibility of the Mayor (and the members of the City Council) to maintain that atmosphere of courtesy and decorum. The Mayor should always ensure that debate and discussion focus on the item and the policy in question, not on the personalities of the participants of the discussion. Debate on policy is healthy; debate on personalities is not. In order to assist in the creation and maintenance of that atmosphere, the following rules shall govern all meetings:

1. *Request to Speak.* Before a Council Member, staff member or an audience member may speak on open session agenda items, they must first be recognized by the Mayor. Upon recognition the person requesting to speak shall hold the floor and shall make their point clearly and succinctly. Public comments must be kept relevant to agenda items or other matters over which the city council has jurisdiction. The Mayor shall rule on the relevance of comments. Persons making irrelevant, impertinent, overly redundant or slanderous remarks may be barred by the Mayor from further comment before the Council during the meeting. Audience members may criticize the city council, including criticism of any act, omission, policy, procedure, program, or service. The Mayor has the right to cut a speaker off if the discussion becomes too personal to an individual, loud, crude, irrelevant, impertinent, redundant, or slanderous.
2. *Order.* While the Council is in session, all Council Members must preserve order and decorum. If a person fails to request to speak before speaking, the Mayor shall rule them 'out of order' and remind them that they do not have the floor. A person shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the meeting, nor disturb any other person while speaking or refuse to obey the orders of the Mayor. Members of the City Council should not leave their seats during a meeting without first recusing themselves, obtaining permission of the Mayor, or making a motion to recess.
3. *Improper References Prohibited.* Every person desiring to speak shall address the entire Council and shall not single out a member of the Council, the audience or a staff member. Speakers shall confine themselves to the question under debate, avoiding all personal attacks and indecorous language.
4. *Interruptions.* A Council Member, once recognized, shall not be interrupted when speaking unless it is to call the member to order, or other such interruption expressed below. If the Council Member, while speaking, is called to order, the member shall cease speaking until the question of order is determined, and if the Council Member is found to be in order, the member shall be permitted to proceed speaking. Allowable interruptions or points of order are as follows:
  - a. *Point of Privilege.* The proper interruption would be: "Point of Privilege." The Mayor would then ask the interrupter to, "state your point." Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room might be too hot or cold, or a fan motor might interfere with a

Council Members ability to hear.

- b. *Point of Order.* The proper interruption would be: “Point of Order.” The Mayor would then ask the interrupter to, “state your point.” Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the Mayor called for a vote on a motion that permits debate without allowing any discussion.
- c. *Motion to Appeal.* If the Mayor makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the Mayor by stating, “motion to appeal.” If the motion is seconded and after debate if it passes by a simple majority vote, the ruling of the Mayor is reversed.
- d. *Call for orders of the day.* If a council member believes the discussion has strayed from the agenda, the member may say, “let’s return to the agenda.” The motion does not require a vote. If the Mayor discovers that the discussion has strayed from the agenda, the Mayor simply returns to the business of the day.
- e. *Withdraw a Motion.* During the debate and discussion of a motion, the original maker of the motion on the floor, at any time, may interrupt the speaker to withdraw his or her motion. The motion is immediately deemed withdrawn and discussion on the motion shall cease. Council members are free to make the same motion or another motion.

### 3.10 City Council and Board Member Disruptions.

As stated in Resolution R-2017-20, when members of the City Council or other Board Members become engaged in heated discussions that could be construed as not following parliamentary procedures. It will be the responsibility of the Presiding Officer (Mayor or Board Chair) to restore order to the meeting. In the event that order cannot be immediately restored, the Presiding Officer should call for a recess. When the recess is called, a sufficient number of the City Council or Board Members should depart the room so that a quorum is no longer present. Information Technology personnel will ensure that the microphones and audio for the television channel are turned off. The Presiding Officer will determine what action to take and will resume the meeting, when appropriate. Law enforcement personnel will not become involved unless a crime (i.e. assault, terroristic threat, etc.) is committed.

### 3.11 Audience Disruptions.

It is against the laws of the State of Texas for anyone to intentionally or recklessly disrupt official proceedings. As stated in Resolution R-2017-20, if a member of the audience (gallery) becomes disruptive, the Presiding Officer will inform that person that their conduct is not permissible and to cease. If that person receives a second warning, the Chief of Police or the Chief’s designee will position themselves in proximity to that person. On the third warning (when appropriate), the Presiding Officer will inform the person that their actions are disrupting this lawful meeting and they must depart immediately. The Chief of Police or the Chief’s designee has the discretion to escort the person out of the chambers and off of City property. In the event the person does not leave the chambers, the person may be subject to being arrested under Section 42.05 of the Texas Penal Code (TPC) and/or Section 38.13 of TPC, or punished as provided in an ordinance

enacted under Section 217.003 of the Texas Local Government Code. The person will be subject to arrest under Section 30.05 TPC if the person does not leave the property. In the event the same person comes to a subsequent meeting and disrupts that meeting to the point they are requested to leave again, a criminal trespass warning can be issued.

### 3.12 Council May Discipline its Own Members.

In the event a Council Member violates the Charter, these rules or any other ordinance of the city, or acts in a manner that causes embarrassment or disgrace to the City of Bastrop, the City Council on supermajority vote may discipline the offending member. To consider such an action, the Mayor or two Council Members may place the item on an agenda.

Such action may only take place after an executive session is held to discuss the offense. The offending member shall be present at the executive session to answer any questions asked by members of the City Council or make other statements as the member may desire to make in their defense. If the offending member refuses to attend the executive session, the remaining members of the City Council may proceed in their absence.

The outcome of the executive session may be as follows and shall be made publicly in open session in accordance with the Texas Open Meetings Act:

1. *No Action.* The City Council chooses to take no action.
2. *Private Censure.* The City Council may choose to privately censure the offending member, leaving their comments to the offending member left in the confines of the executive session.
3. *Public Censure.* The City Council may choose to publicly censure the offending member through a resolution passed by supermajority vote and entered into the public record.
4. ~~Language that includes the process for filing a complaint via the Ethics Commission and establish language that determines what a council member can and can't do to override their decision. This commission was formed to ensure implementation and enforcement of the City's Code of Ethics to allow for a fair and unbiased process when considering disciplinary action. The council should accept the ruling of the committee to avoid the appearance of personal and political agendas in disciplinary action against council members and/or the mayor. City Manager discussion with other council members should be confidential and not discussed with other members of the council to avoid violation of the Quorum and impede public council discussion.~~

## ARTICLE 4. AGENDA ORDER

The ~~Mayor and the~~ City Manager or an appropriate designee shall prepare a draft agenda and deliver it to City Council via electronic transmission on the Monday prior to the final agenda posting. The City Manager or an appropriate designee shall prepare an agenda and cause the same to be posted in accordance with the Texas Open Meetings Act. Agendas and packet material shall be delivered to the City Council via electronic format uploaded into a cloud storage service. City Council shall be notified via email that the agenda and packet have been uploaded and available for review 72

hours prior to a regularly scheduled Council Meeting. The goal would be to upload the agenda and packet on Thursday prior to a regularly scheduled Council Meeting. In the event of an emergency meeting of the City Council, this provision shall be suspended when not inconsistent with the provisions of federal or state law or the City Charter.

In order to facilitate the agenda process, the Mayor and one Council Member, two Council Members, or the City Manager may place an item on the agenda. Staff assistance, if required, should be requested through the City Manager (City Charter, Article III, Section 3.05 Prohibitions). Agenda items must be provided to the City Manager’s Office at City Hall by 12:00 noon on the 7<sup>th</sup> calendar day preceding the date of the regular meeting. If the agenda topic does not allow for staff to adequately prepare information for Council’s consideration, the item may be postponed until the next regular meeting.

**4.1 Call to Order.**

The Mayor shall call the meeting to order. The Mayor shall announce that a quorum of the City Council is present and shall state for the record the names of all members of the City Council that are absent.

**4.2 Pledges of Allegiance to the United States & Texas Flags.**

The Council shall recite the Pledge of Allegiance, first to the United States Flag, and then to the state Flag of Texas. The Council welcomes individuals and organizations, young and old, to lead the Pledges.

**4.3 Invocation.**

All regular meetings of the City Council shall include an invocation.

**4.4 Presentations.**

Presentations ~~may~~ will be made by the Mayor, City Council, or Staff. Proclamations shall be read by the City Secretary and signed by the City Manager. All City Council Members will be afforded the opportunity to pose for a group photograph for the proclamation. Outside entities and organizations granted permission to make a presentation shall be placed in this section.

Proposed proclamations and resolutions will not be placed on an agenda or brought before the City Council for discussion or action that:

- (a) Take a position on a matter of religious or spiritual values or principles, including ones that advance one religion, denomination or article of faith over another;
- (b) Promote political partisanship favoring one party over another;
- (c) Advocate outcomes in legal matters in which the City of Bastrop is not a party and are pending before a court or administrative law body (e.g., State Office of Hearings Examiners);
- (d) Is contrary to a policy position stated in an ordinance previously adopted by the Council (unless the Council is in the process of amending or repealing the prior ordinance).

**4.5 Work Session/Briefings.**

Items may be included in this section for the purpose of conducting a detailed and thorough exploration of matters that may subsequently come before City Council as an item for individual

consideration. All questions of a technical nature, which require a detailed explanation for understanding, may be considered in a work session. Council may, through the City Manager, request the attendance of such staff members or outside experts as may be required to answer such questions. No formal action may be taken on items. Council may provide staff direction on the matter being considered. Citizen comments and questions will be considered at the end of the prepared presentation and after Council has asked questions.

#### **4.6 Staff and Board Briefings.**

Items that are provided to Council on a routine basis, such as monthly financial statements and quarterly investment reports, should be included in this section. Appointed boards of the City, who have been requested to provide periodic updates, such as the Bastrop Economic Development Corporation and Visit Bastrop, will be included in this section.

#### **4.7 Citizen Comments .**

Every agenda must include the following language for purposes of open and transparency to inform the public of how to appropriately address the City Council:

*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 Citizen Comments. 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](http://www.cityofbastrop.org/citizencommentform) at least two hours before the meeting starts on the requested date. Comments submitted electronically 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.*

#### **4.8 A Approval of the Minutes.**

The Council shall consider the minutes of any meeting presented for their review since the last regular meeting. This heading will only be used when there are no other items listed on a consent agenda; otherwise, this heading may take the form of one item among others on the Consent Agenda.

#### **4.8 B Consent Agenda Items.**

There is hereby established, as a part of every agenda for regular and/or special called meetings of the City Council, a portion of said agenda that shall be labeled "consent agenda." Said consent

agenda may consist of any and all business regularly coming before the City Council including approval of the minutes of previous meetings.

Any member of the City Council or a citizen may request that any item be removed from the consent agenda and considered separately prior to the City Secretary reading the caption of each item. If any item was removed from the consent agenda, it will be considered immediately following approval of the remainder of the consent agenda.

The City Secretary shall read the caption of each item and/or ordinance prior to a motion being made to approve the Consent Agenda. Once a second is received on the motion, the Council shall vote.

All items set out in the consent agenda shall be deemed passed upon passage of an affirmative motion, by a vote of the majority of the members of the City Council, that the consent agenda be adopted. No further action shall be deemed necessary, and all such items appearing on the consent agenda, upon passage of such motion, shall be deemed adopted as if voted upon separately.

#### **4.9 Items for Individual Consideration.**

Items for individual consideration shall be considered by the City Council individually and approved by either a simple majority vote or a supermajority vote as the case may be.

Public hearings, which are statutorily required, shall be included in this section. The Mayor shall first request staff comments. The Mayor shall open the public hearing and receive citizen input. While the public hearing is open, Council may ask questions of the speakers, but may not deliberate or argue with the public on the matter at hand. Those speaking at a public hearing are required to follow the rules established herein for citizen comments. Upon conclusion of citizen comments, the Mayor shall close the public hearing. Council may deliberate or take action on the matter at hand upon the closing of the public hearing.

Unless a majority of the City Council votes to proceed with consideration, items listed for individual consideration shall be removed at the request of one of the following:

- (a) The Mayor,
- (b) the item's sponsor(s),
- (c) the city manager,
- (d) the council liaison to board or commission giving rise to the item, or
- (e) the applicant seeking an approval from the Council.

#### **4.10 Executive Session Items.**

This section is only used when it is known in advance that it is necessary for the Council to convene in executive session. Executive sessions are sessions closed to the public. They are only permitted for the purpose of discussing matters enumerated in Chapter 551, Open Meetings Act of the Texas Government Code. Disclosure of topics to be discussed shall be made to the public in accordance with the requirements of the Open Meetings Act.

If the subject of the executive session warrants, the executive session may be held prior to the

regular session. Council may agree in Executive Session what can be shared in public prior to concluding the Executive Session. Nothing herein shall limit the ability of the Council to adjourn into Executive Session at any time during a meeting to discuss any agenda item.

#### **4.11 Action on Executive Session Items.**

This section is only used if Council conducts an executive session. As a general rule, action on executive session items must be taken during public/open session of the Council, unless as authorized by law. Action may include the taking of no action at all.

#### **4.12 Adjournment.**

The Mayor shall adjourn the meeting upon passage of the appropriate motion.

## **ARTICLE 5. RULES GOVERNING CITIZEN COMMENTS**

### **5.1 Purpose.**

It is the desire of the City Council to hear from the citizens of Bastrop and to stimulate discussion and offer a forum for a cordial and meaningful public debate on matters that are properly a concern of the City Council. The following rules shall control and govern audience comments.

### **5.2 Rules for Audience Comments.**

Immediately preceding the opening of a public hearing, the Mayor may direct the City Secretary to read the rules governing citizen comments during a Public Hearing. Generally, the rules for a Public Hearing are the same as for Citizen Comments (below); however, the rules for Public Hearings may be altered by the Mayor in advance of the hearing if reasonably necessary to facilitate audience input, Council deliberations, and an efficient meeting.

### **5.3 Rules Governing Citizen Comments.**

1. Citizen comments are limited to those speakers who have been acknowledged by the Presiding Officer and who speak from the designated microphone.
2. Each speaker is limited to a maximum timed limit of three minutes on any item except for a public hearing item for which the Presiding Officer has announced a longer time period is allowed. Speakers cannot pool or donate their time allotment to other speakers.
3. No individual may address the Council without submitting a speaker card, which may be done online or in person. The card must clearly state the subject or issue on which the citizen wishes to speak. If the subject matter does not pertain to city business, the Mayor shall advise the individual and/or make recommendations as to how they may get the issue addressed.
4. No individual may address the Council without submitting a speaker card, which may be done online or in person. The card must clearly state the subject or issue on which the citizen wishes to speak. If the subject matter does not pertain to city business, the Mayor shall advise the individual and/or make recommendations as to how they may get the issue addressed.
5. Citizens speaking on agenda items shall restrict their comments to the subject matter listed. Citizens speaking on agenda items may make comments either during the Citizen Comment

portion of the agenda or when the City Council takes up that particular agenda item.

6. Citizens speaking on non-agenda items shall only speak during the Citizens Comment portion of the agenda.
7. Council may not act upon or discuss any issue brought forth as a non-agenda item, except to:
  - a. Make a statement of specific factual information given in response to the inquiry, or
  - b. A recitation of existing policy in response to the inquiry.

Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

8. Proper respect, decorum, and conduct shall prevail at all times. Impertinent, slanderous, or personal attacks are strictly prohibited and violators may be removed from the Council Chambers.
9. No placards, banners or signs may be displayed in the Council Chambers or City Hall. Exhibits relating to a presentation are acceptable provided that copies are given to the City Attorney for reference, and to the City Secretary to be included in the official records of the meeting.
10. Because of cyber-security concerns, citizens are not allowed to utilize the City's audio-visual equipment for electronic multi-media presentations unless permission is granted by the City Secretary at least 24 hours in advance (at the City Secretary's sole discretion). Hard copies must be provided to the City Secretary to be included in the official records of the meeting.
11. Arguing loudly or forcefully, efforts at intimidation of speakers or attendees, or other disruptive behavior is prohibited. Civil discussion and/or debate are acceptable on items specifically listed on the agenda.
12. Unauthorized remarks from the audience, stomping of feet, applauding, whistles, yells, or any type of disruptive behavior is prohibited. Applause of appreciation may be acceptable when recognizing a significant event or achievement.
13. Council meetings are the workplace to carry out the business of the City of Bastrop; therefore, any conduct that could constitute harassment in the workplace is prohibited.

#### **5.4 Preservation of Order.**

As referenced in Article 3.11 above, the Mayor shall preserve order and decorum and, if necessary, shall cause to be silenced or removed from the Council Chambers any non-Council Member speaking out of order or disrupting the order of the meeting.

#### **5.5 Applicants.**

An applicant appearing before the Council seeking approval for items such as contracts or development authorizations is limited to a maximum time of ten minutes. An applicant who has made a presentation to the Council must again be recognized before being allowed to return to the podium to make additional comments or answer questions.

### **ARTICLE 6. COUNCIL LIAISONS TO BOARDS AND COMMISSIONS**

One Council Member will be appointed as the council liaison to each of the city's boards and commissions annually as a part of the Board & Commission Member appointment process, except

for the Ethics Commission, Bastrop Housing Authority, Zoning Board of Adjustments, and the Hunters Crossing Local Government Corporation (Council Members are appointed to this board). The Mayor will appoint council liaisons with consideration given to applicable expertise. Council liaisons are asked to make every effort to attend the meetings of the boards or commissions to which they have been appointed as liaison. Board and commission members may contact their council liaison concerning items of concern or interest with regard to their appointed board.

### ARTICLE 7. TABLE OF MOTIONS AND POINTS OF ORDER

MOTION/ORDER	REQUIRES SECOND	DEBATABLE	AMENDABLE	VOTE TYPE
Basic Motion	Yes	Yes	Yes	Simple
Motion to Amend	*	No	Yes	N/A
Motion to Adjourn	Yes	No	No	Simple

Motion to Recess	Yes	No	Yes	Simple
Motion to Fix the Time to Adjourn	Yes	No	No	Simple
Motion to Table	Yes	No	No	Simple
Motion to Limit Debate	Yes	No	No	Super
Motion to Object to the Consideration of an Item	Yes	No	No	Super
Motion to Suspend Rules	Yes	No	No	Super
Motion to Reconsider	Yes	Yes	Yes	Simple
Point of Privilege	No	No	No	N/A
Point of Order	No	No	No	N/A
Motion to Appeal	Yes	Yes	No	Simple
Call for Orders of the Day	No	No	No	N/A
Withdraw a Motion	No	No	No	N/A
Motion to Enforce	Yes	No	No	Simple

\* For the purposes of these rules, Amendments are not debatable and only require the approval of the member who made the original motion. An amendment to an amendment, requires first the approval of the member who made the original amendment and secondly the approval of the member who made the original motion.



# STAFF REPORT

**MEETING DATE:** May 14, 2024

**TITLE:**

Consider and act to approve the recommendations by the Charter Review Committee and any additional requests by Council.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Alan Bojorquez, City Attorney

**BACKGROUND/HISTORY:**

The City of Bastrop became a Home Rule City in 2002. The Charter was last amended in 2016. The current Charter Review Commission was created by Ordinance 2024-18 on July 9, 2024. By ordinance, the Commission was created as a temporary, ad hoc advisory group, with the limited purpose of recommending to the City Council what (if any) modifications should be presented to Bastrop voters as amendments to the Charter. The Commission included members with very substantial experience in city business, including two former mayors, a former city attorney, and individuals with years of service on various city boards and commissions.

See attached Final Report from the City's Attorney Office labeled Attachment 1 - Final Report included in this staff report as an attachment for the list of recommendations and text to be included in a revised Charter after a successful election.

**FISCAL IMPACT:**

Approximately \$25,000 for a shared election expense.

**RECOMMENDATION:**

Direct staff to prepare an ordinance considering the charter amendments recommended by the Charter Review Committee and prepare for a November 2024 election.

**ATTACHMENTS:**

1. Final Report.
2. Draft Minutes
3. Proposed Ordinance 2024-18



## FINAL REPORT

**TO:** Mayor Lyle Nelson & Members of the City Council, City of Bastrop  
**FROM:** David Bragg, Chairperson, Charter Review Commission  
**CC:** Members of the Charter Review Commission; Sylvia Carrillo-Trevino, City Manager  
**DATE:** August 6, 2024  
**RE:** **Recommendations regarding Possible Amendments to the Bastrop Charter**

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### PROCEDURAL HISTORY

Previously a General Law City (founded in 1832 and incorporated in 1837), the City of Bastrop became a Home Rule City in 2002. The Charter was last amended in 2016. The current Charter Review Commission was created by Ordinance 2024-18 on July 9, 2024. By ordinance, the Commission was created as a temporary, *ad hoc* advisory group, with the limited purpose of recommending to the City Council what (if any) modifications should be presented to Bastrop voters as amendments to the Charter. The Commission included members with very substantial experience in city business, including two former mayors, a former city attorney, and individuals with years of service on various city boards and commissions. The Commission also had the benefit of the current City Attorney's involvement, including creating documents for analysis and discussion and valuable advice and counsel.

The first meeting of the Commission was held the afternoon of Wednesday, July 17, 2024. Twelve of the thirteen members were in attendance (one remotely through videoconferencing). I was selected as its chairperson. The Commission met for approximately 3.5 hours. The meeting was conducted in compliance with the Texas Open Meetings Act, open to the public, and broadcast live. It was a very productive session that included a legal and procedural briefing from the City Attorney and the consideration of specific potential amendments.

The second meeting was conducted the afternoon of Monday, July 29, 2024. All thirteen members were in attendance (one remotely). The Commission met for about 1 hour and 15 minutes. As with the first meeting, the second was conducted in compliance with the Texas Open Meetings Act, open to the public, and broadcast live.

### RECOMMENDATIONS

The following propositions were addressed by the Commission. The majority of the items were initially part of the 2022 ballot for the special election that was cancelled. Most propositions may be characterized as non-substantive clean-up edits. They are offered here in the order they would appear in the Charter.

**ANNEXATION:** *By a 12-0 vote, this amendment was **APPROVED** by the Commission.*

**Prop. A:** Shall Section 2.03 of the Charter be amended to conform with state law by removing reference to the City’s power to annex territory without consent of the inhabitants?

**Explanation:** Legislative changes to Texas statutory law have made it difficult to annex property without the consent of the property owners. See Texas Local Government Code Chapter 43. The suggested amendment has the Charter defer to state law and avoid conflicting language.

**Amended Text:** If approved, the section will read (in relevant part):

Section 2.03 - Annexation

The Council shall have the power by ordinance to fix the boundary limits of the City to provide for the alteration and the extension of said boundary limits, and the annexation of additional territory lying adjacent to the City, in compliance with state law ~~with or without the consent of the territory and inhabitants annexed~~. During the annexation process, the Council shall provide an opportunity for all interested persons to be heard at public hearing(s), in conformance with state law....

**RESIGN TO RUN:** *By a 12-0 vote, this amendment was **APPROVED** by the Commission.*

**Prop. B:** Shall Section 3.06(6) of the Charter be amended to conform with state law creating a vacancy on the city council when a council member announces their candidacy for certain elected offices and the unexpired term of the council member exceeds one year and thirty days?

**Explanation:** The Texas Constitution has a provision commonly referred to as the *Resign to Run* rule, which automatically creates vacancies in certain elected offices if the incumbent announces they are seeking another elected office. The *Resign to Run* rule applies (in relevant part) when certain candidates for other offices have 1 year and 30 days left on their current term. The current Charter provision only references the 1 year mark, but omits the additional 30 days.

**Amended Text:** If approved, the section will read (in relevant part):

Section 3.06 - Vacancies, Forfeiture of Office and Filling of Vacancies.

The office of a Council Member shall become vacant upon the member's death, resignation, removal from or forfeiture of that office. A Council Member shall forfeit that office if the Council Member: ...

(6) announces his/her candidacy, or shall in fact become a candidate, in any General, Special or Primary Election, for any office of profit or trust under the laws of the State of Texas or the United States other than the office then held, at any time when the unexpired term of the Council Member then held shall exceed one (1) year and thirty (30) days, such announcement or such candidacy shall constitute an automatic resignation of the Council position then held, as set forth in Article XVI, Sec. 65(b) of the Texas Constitution.

**TWO READINGS:** *By a 12-0 vote this amendment was NOT approved by the Commission.*

**Prop. C:** Shall Section 3.15(b) of the Charter be amended to authorize the city council to waive by an affirmative vote of four (4) or more Council Members the requirement that an ordinance be read in two separate meetings?

**Explanation:** State law does not require that all ordinances be read at two separate meetings before being adopted. However, the current Charter does. There are occasions when it would be expeditious and advantageous to dispense with the second reading (e.g., at the end of the year and during holiday seasons). This amendment allows waiver of the two-reading requirement if the waiver is approved by a super-majority vote of the City Council. The suggested amendment provides flexibility.

**Amended Text:** If approved, the section will read (in relevant part):

Section 3.15 - Ordinances in General.

(b) Procedure. An ordinance may be introduced and acted upon at any regular or special meeting of the Council. No ordinance shall be passed, except in cases of emergency, until the descriptive caption of the ordinance shall have been read in two separate meetings of the Council.

The requirement for considering ordinances and reading the descriptive caption thereof at two (2) separate meetings may be dispensed with: (1) where an ordinance relating to the immediate preservation of the public peace, health or safety is adopted as an emergency measure by a majority vote of the Council Members and such emergency ordinance shall take effect immediately upon its adoption and execution without a second consideration; or (2) when a majority vote of four or more Council Members determines through a separate motion that the first reading is sufficient for adequate consideration of the ordinance.

**COPIES OF REGS:** *By a 12-0 vote this amendment was APPROVED by the Commission.*

**Prop. D:** Shall Section 3.16 of the Charter be amended to reflect the fact that codes of technical regulations are available to the public digitally and free of charge?

**Explanation:** Technical regulations such as the *Building Bastrop Block Technical Manual* are often necessary to implement city policies regarding building and construction. State law does not require such rules to be posted online. Whether to provide technical codes online is a local policy decision. With advances in technology, it is not always necessary or feasible to print and sell hardcopy versions of the City’s Code of Ordinances. Instead, the technical codes can now be accessed by the public at-will and without fees from the City’s home page.

**Amended Text:** If approved, the section will read (in relevant part):

Section 3.16 Codes of Technical Regulations.

The Council may adopt any standard code of technical regulations by reference thereto in an adopting ordinance. The procedures and requirements governing such an adopting ordinance shall be that prescribed for ordinances generally. A copy of each adopted code of technical

regulations, as well as the adopting ordinance, shall be authenticated and recorded by the City Secretary pursuant to Section 3.17.

Copies of any adopted code of technical regulations shall be made available by the City Secretary digitally without charge through the City’s website ~~for purchase at a reasonable price.~~

**COPIES OF ORDINANCES:** *By a 12-0 vote, this amendment was **APPROVED** by the Commission.*

**Prop. E:** Shall Section 3.17(b) of the Charter be amended to reflect the fact that ordinances are available to the public digitally and free of charge?

**Explanation:** Ordinances are municipal rules and regulations. State law does not require ordinances be compiled into a published collection called the Code of Ordinances (i.e., codified). Whether to codify ordinances is a local policy decision. State law does not mandate how Codes of Ordinances are published when codified. Bastrop has a Code of Ordinances. With advances in technology, it is no longer necessary or feasible to print expensive hard copy versions of the City’s Code of Ordinances. Instead, the ordinances can now be accessed by the public at-will and without fees from the City’s home page.

**Amended Text:** If approved, the section will read (in relevant part):

Section 3.17 Authentication and Recording; Codification

(b) Codification. All City ordinances having the force of law shall be codified. The general codification shall be adopted by the Council by ordinance and shall be published online ~~in loose-leaf form~~ and shall include this Charter and any amendments thereto. The official copy of the City Code in the office of the City Secretary shall be kept up to date and properly indexed. It shall not be necessary to repeat in this codification any technical codes adopted by reference. Copies of the City Code shall be available to the public digitally without charge through the City’s website ~~furnished to City offices, placed in libraries and public offices for free public reference and made otherwise available for purchase by the public at a reasonable price fixed by the Council. Amendments to the City Code shall also be made available for purchase by the public as they become available.~~

**MUNI JUDGE’S TERM:** *By a 12-0 vote, this amendment was **APPROVED** by the Commission.*

**Prop. F:** Shall Section 5.02 of the Charter be amended to conform with state law by stating that the term of office of municipal court judges shall be provided for by ordinance?

**Explanation:** State law states that the city council shall provide by ordinance for the term of office of its municipal judges. The term must be for a definite term of two or four years. Tex. Gov’t Code § 30.00006(d). The Bastrop Code of Ordinances provides for a two-year term. The current Charter provision states that the term is three years. The suggested amendment brings the Charter into compliance with state law.

**Amended Text:** If approved, the section will read (in relevant part):

Section 5.02 - Judge of the Municipal Court.

The Municipal Court shall be presided over by a Judge(s). The Judge(s) shall be nominated by the Mayor and appointed by the Council for a term ~~provided by ordinance of three (3) years to run concurrently with the term of the office of the Mayor, or for the portion of such unexpired term as may remain at the time of the appointment.~~

**PETITIONS FOR INITIATIVE REFERENDUM:** *By a 12-0 vote, this amendment was **APPROVED** by the Commission.*

**Prop. G:** Shall Section 10.04 of the Charter be amended to conform with state law by requiring petitions calling for initiative or referendum elections to comply with the Texas Election Code?

**Explanation:** Texas Election Code Ch. 277 states that petitions can't be amended or supplemented (with certain exceptions) after they are filed. The current language is inconsistent with state law. The suggested amendment brings the Charter language into compliance with state law by simply referring to the applicable state statute.

**Amended Text:** If approved, the section will read (in relevant part):

Section 10.04 Filing, Examination and Certification of Petitions

All papers comprising a petition for initiative or referendum shall be assembled and filed with the City Secretary as one instrument.... A petition may be amended or supplemented in compliance with the Texas Election Code at any time within ten (10) days after a notice of insufficiency has been sent by the City Secretary, by filing a supplementary petition. ~~In such event, the same procedures shall then be followed by the City Secretary and Council as in the case of the original petition for the same purpose.~~

**PETITIONS FOR RECALL:** *By a 12-0 vote, this amendment was **APPROVED** by the Commission.*

**Prop. H:** Shall Section 10.08 of the Charter be amended to conform with state law by requiring petitions calling for recall elections to comply with the Texas Election Code?

**Explanation:** Texas Election Code Ch. 277 states petitions can't be amended or supplemented (with certain exceptions) after they are filed. The current language is inconsistent with state law. The suggested amendment brings the Charter language into compliance with state law by simply referring to the applicable state statute.

**Amended Text:** If approved, the section will read (in relevant part):

Section 10.08 - Recall Election.

All papers comprising a recall petition shall be assembled and filed with the City Secretary. Within thirty (30) days after the petition is filed, the City Secretary shall determine its sufficiency and, if found to be sufficient, shall certify this fact to the Council at its next regular meeting. A petition may be amended or supplemented in compliance with the Texas Election Code. ~~If a recall petition is found to be insufficient, it may be amended within ten (10) days after notice of such insufficiency by the City Secretary, by filing a supplementary petition.~~

**P&Z MEMBERSHIP:** After being tabled at the first meeting of the Commission, this amendment was **NOT approved** by the Commission. In the Commission’s second meeting, a motion was made to leave the number of Planning and Zoning Commissioners as stated in the Charter and this motion was approved on a vote of 12-0.

**Prop. I:** Shall Section 12.01 of the Charter be amended to provide that the number of Planning and Zoning commissioners shall be established by ordinance?

**Explanation:** State law does not specify the membership of a Planning and Zoning Commission; thus, it is a matter of local preference. The current size of the P&Z under the Charter is 9. This amendment removes reference to the size of the P&Z from the Charter and allows the City Council to set the size of the P&Z by ordinance.

**Amended Text:** If approved, the section will read (in relevant part):

Section 12.01 - Planning and Zoning Commission.

There shall be established a Planning and Zoning Commission which shall consist of ~~nine (9)~~ residents, serving staggered three-year terms.

Any vacancy on the Commission shall be filled by the Council for the remainder of the unexpired term in question. Members of the Commission shall serve without compensation and may be removed by the Council at its sole discretion. The Commission shall annually elect a Chair and a Vice Chair from among its membership. A majority of members shall constitute a quorum. The Commission shall keep minutes of its proceedings and such minutes shall be of public record.

**OUTDATED TRANSITIONS:** By a 12-0 vote, this amendment was **APPROVED** by the Commission.

**Prop. J:** Shall Sections 14.03 and 14.04 of the Charter be repealed in their entirety as outdated, transitional provisions that are now irrelevant?

**Explanation:** These provisions are surplus language included as part of the 2010 Charter amendments as an explanation regarding the implementation of that collection of modifications, which included increasing terms of office from 2 to 3 years. They no longer have any relevance to the current Charter and will not affect any future amendments.

~~Section 14.03—Submission of Charter Amendment to Election.  
The City Council, in preparing these Charter Amendments, finds and declares that it is impracticable to segregate each subject so that the voter may vote "yes" or "no" on the same, for the reason that the Charter is so constructed that in order to enable it to properly function it is necessary that it should be amended as set forth on the seven (7) separate ballots presented. For this reason, the City Council directs that the ballot provisions related to these Charter Amendments be voted upon as set forth on the seven (7) ballot propositions presented, and that these amendments shall be submitted to the qualified voters of the City at an election to be held on the 2nd day of November, 2010. The various Charter Amendments approved by a majority of the qualified voters, voting at this election, shall become the~~

~~Amended Charter of the City of Bastrop on the date the Council enters an order in the records of the City declaring that the various approved Charter Amendments are adopted and the Home Rule Charter is, thus, Amended to include the ballot changes approved by the voters of the City of Bastrop. No amendments to the Charter are intended nor shall same be made other than those specifically approved by the voters in the upcoming election, and as noted herein.~~

~~Section 14.04—Transitional Elections/Staggered Terms.~~

~~In order to provide for a smooth transition from the former two-year terms for all Council Members to the three-year staggered terms set forth in Charter Section 3.02, the following transitional election rules shall be applied:~~

~~(1) Staggering Terms. At the first Council meeting following the approval by the electorate of three-year terms of office pursuant to the Amended Charter, then-sitting Council Members, including the Mayor, shall draw lots to determine which Council places and/or Mayoral position shall be subject to a transitional length term of office, in order to provide for staggering of terms, the objective being that as stated in Section 3.02; specifically that each year, two (2) Council places, including the Mayoral position, shall be up for election for 3-year terms of office.~~

~~(2) Implementation of Staggered Terms. No City Council Member shall be required to draw lots that would result in a transitional term of less than two years or exceeding four years to accomplish the staggering of terms as set forth herein.~~

~~(3) Deadline for Accomplishing Staggering Terms. The City Council shall accomplish staggering the terms of office for all Council Member places and the Mayoral position on or before the General Election that will occur in 2015.~~

**GENDER-SPECIFIC TERMS:** *By a 12-0 vote, this **modified** amendment was **APPROVED** by the Commission.*

**Prop. K:** Shall the Charter be amended throughout to replace gender -specific language with gender-neutral terminology?

**Explanation:** The Charter is replete with gender-specific terms, including:

- his,
- his or her,
- his/her,
- him,
- him/her

The suggested amendment makes a uniform series of non-substantive edits throughout the Charter.

**Amended Text:** If approved, the gender-specific wording listed above will be replaced **throughout the Charter** with **his/her or him/her**, as appropriate in context.

*Editor's Note: This is the end of Amendments originally contemplated in 2022*

####

*Editor's Note: The propositions below are temporarily numbered. State law mandates that local ballot propositions be lettered. Propositions submitted to the voters by the City Council will be lettered in the Election order.*

**BOARD APPOINTMENTS:** *By a vote of 11-1, this amendment was **APPROVED** by the Commission.*

**Prop. 1:** Shall Section 3.01 of the Charter be amended to clarify that the Mayor appoints candidates to serve on boards (committees, commissions, task forces, etc.) and the Council confirms the appointment?

**Explanation:** Traditionally the Charter has been interpreted to grant the Mayor the authority to appoint members to boards subject to Council's confirmation. It would be useful to provide clarity given imprecise language in Sections 3.01(5) and 3.08. *In the alternative*, interest has been expressed in the notion of authorizing appointments to be made by the Mayor or two Council Members subject to confirmation by the full Council.

**Amended Text:** If approved, the section will read (in relevant part):  
Section 3.01 - Powers and Duties.

All powers of the City and the determination of all matters of policy shall be vested in the City Council. Without limitation of the foregoing and among the other powers that may be exercised by the City Council, the following are enumerated for greater certainty. The City Council may: ...

(5) provide for such additional boards and commissions, not otherwise provided for in this Charter, as may be deemed necessary, and **confirm the Mayor's appointment of appoint** the members of all such boards and commissions. Such boards and commissions shall have all powers and duties now or hereafter conferred and created by this Charter, by City ordinance or by law; ...

**MAYOR PRO TEM:** *This amendment was **NOT** approved by the Commission.*

**Prop. 2:** Shall Section 3.01 of the Charter be amended to provide for the position of Mayor Pro Tem to alternate annually among the City Council members?

**Explanation:** Currently the Charter requires the City Council to select a Mayor Pro Tem annually. The Charter grants the Council the ability to appoint the same member to serve as Mayor Pro Tem continually (i.e., year after year). There has been interest expressed in requiring the position to change annually so that Council Members can have an opportunity to serve on a rotating basis.

**Amended Text:** If approved, the section will read (in relevant part):

### Section 3.08 - Mayor and Mayor Pro Tem.

The Mayor shall preside over the meetings of the Council and perform such other duties consistent with the office as may be imposed on the Mayor by this Charter and all ordinances and resolutions passed in pursuance thereof. The Mayor may not vote, except in elections, to break a tie and as otherwise provided in this Charter. The Mayor shall have no veto power. The Mayor shall appoint members to all City boards and commissions, subject to confirmation by the Council. The Mayor shall also be recognized as the chief presiding officer of the City. The Mayor shall also be recognized as the head of the City by all courts for the purpose of serving civil processes, by the Governor for the purpose of enforcing military law and for all ceremonial purposes.

At the first meeting of the Council following the City's general election, the Council shall elect one of its members to serve a one-year term as Mayor Pro Tem of the City. In the absence or disability of the Mayor to perform the duties of that office, the Mayor Pro Tem shall perform all such duties, and while acting as Mayor Pro Tem may not vote, except in elections and to break a tie. The position of Mayor Pro Tem shall alternate annually in a manner that provides all willing Council Members the opportunity to serve.

**COUNCIL COMPENSATION:** *By a vote of 12-0, this amendment was **APPROVED** by the Commission at its second meeting.*

**Prop. 3:** Shall Section 3.07 of the Charter be amended to compensate the Mayor at a rate of \$400 per month and Council Members at \$250 per month?

**Explanation:** Currently the Charter specifies particular amounts of compensation for the Mayor and City Council Members. The question of a raise has arisen. An increase will not go into effect for an individual (Mayor or Council Member) until they are elected (or re-elected if an incumbent).

**Amended Text:** If approved, the section will read (in relevant part):

Section 3.07 - Compensation and Expenses.

The Mayor shall be compensated in the amount of ~~\$150~~ \$400 per month and each of the other Council Members shall be compensated in the amount of ~~\$75~~ \$250 per month. Sitting Mayors and Council Members at the time of a compensation increase shall be ineligible to receive the additional funds until re-elected. Council Members may receive reimbursement for necessary expenses incurred in the performance of their duties of office, according to policies to be determined by the Council.

**CHARTER REVIEW:** *By a vote of 10-1, this **modified** amendment was **APPROVED** by the Commission.*

**Prop. 4:** Shall Section 3.09 of the Charter be amended to mandate that the City Council must appoint a Charter Review Commission every six years?

**Explanation:** Currently the Charter requires that at least every six years the Council must consider whether the Charter needs to be revised. Interest has been expressed in the notion of going the extra step to mandate that a Charter Review Commission be appointed to

conduct that assessment. Neither state law nor the Charter mandates that the Council appoint a Charter Review Commission (i.e., it's optional).

**Amended Text:** If approved, the section will read (in relevant part):

Section 13.09 - Charter Amendment.

Proposed amendments to this Charter shall be framed and submitted to the voters of the City in the manner prescribed by state law.

The Council shall, at intervals not to exceed six (6) years, formally consider the need for revision(s) to the Charter by appointing a citizens Charter Review Commission excluding City employees and Council Members. This review shall be based on a written report from the City Manager, with special attention given to conflicts, if any, between the Charter and state law, and recommending such amendments to the Charter as may seem necessary for legal, administrative or other reasons.

**QUORUM:** By a vote of 11-2, this *modified* amendment was **APPROVED** by the Commission.

**Prop. 5:** Shall Section 3.13 of the Charter be amended to specify that 3 members of the Council shall constitute a quorum?

**Explanation:** Typically, a quorum of a governing body is a *simple majority* of the entirety of the voting members. Under the Charter, the Council is comprised of five Council Members and a Mayor (who votes only in instances of a tie). Often in that situation a quorum would be three. Our Charter currently sets the quorum at four.

**Amended Text:** If approved, the section will read (in relevant part):

Section 3.13 - Rules of Procedure.

The Council shall determine its own rules of procedure and order of business. Four members of the Council shall constitute a quorum to do business.; ~~and a~~ Three voting members of the Council shall constitute a quorum for all other purposes of the Texas Open Meetings Act. A majority vote of those attending any meeting at which there is a quorum present shall be sufficient to adopt any ordinance or resolution, except as otherwise provided in this Charter. The vote upon the passage of all ordinances and resolutions shall be taken by "ayes" and "nays," and the vote of each Council Member present shall be entered on the minutes of the meeting.

All meetings of the Council, except for executive sessions authorized by state law, shall be open to the public, and minutes of all proceedings of such open meetings shall be kept, to which any citizen may have access at all reasonable times and which shall constitute the archives of the City.

**CITY MANAGER RESIDENCE:** By a vote of 13-0, this *modified* amendment was **APPROVED** by the Commission.

**Prop. 6:** Shall Section 4.01 of the Charter be amended to remove the requirement that the City Manager to reside within the City Limits?

**Explanation:** Current and previous City Managers have reported that it is difficult to procure housing that meets their needs within the City Limits due to the limited supply. This amendment removes residency restrictions (leaving limitations [if any] to the City Council).

**Amended Text:** If approved, the section will read (in relevant part):

Section 4.01 - Appointment, Qualifications and Compensation of the City Manager. The Council shall appoint a City Manager for an indefinite term, who shall be the chief administrative officer of the City. The City Manager shall be chosen by the Council by a majority vote of its entire membership and solely on the basis of executive and administrative training, experience, ability and character and without regard to political consideration.

~~The City Manager need not be a resident of the City at the time of appointment but shall reside within the City while in office.~~

The City Manager shall receive such compensation as may be fixed by the Council.

**NUMBER OF COUNCIL MEMBERS:** *By a vote of 6-7, this amendment was NOT approved by the Commission.*

**Prop. 7:** Shall Section 3.02 of the Charter be amended to increase the number of City Council Members from 5 to 6 members?

**Explanation:** Currently the Charter sets the number of City Council Members at 5. With the growth of the City there was interest in increasing the among of representatives serving on the Council.

**Amended Text:** If approved, the section will read (in relevant part):

Section 3.02 – Number, Selection and Terms of Office

The legislative and governing body of the City shall be composed of a Mayor and ~~five (5)~~ six (6) members and shall be known as the "City Council of the City of Bastrop."

**MAYOR’S VOTE:** *Not Acted Upon: A motion was made but failed for lack of a second, so this amendment was NOT approved by the Commission.*

**Prop. 8:** Shall Section 3.08 of the Charter be amended to enable the Mayor to vote on matters before the City Council?

**Explanation:** Currently the Charter states that the Mayor may not vote on matters before the City Council unless there is a tie. There was discussion of allowing the Mayor to vote on all motions made as is allowed in some other cities. In this instance, the Commission conversed briefly on the topic but because the motion was not seconded no vote occurred.

**Amended Text:** If approved, the section will read (in relevant part):

Section 3.08- Mayor and Mayor Pro Tem.

The Mayor shall preside over the meetings of the Council and perform such other duties consistent with the office as may be imposed on the Mayor by this Charter and all ordinances and resolutions passed in pursuance thereof. The Mayor may ~~not make motions and vote on matters before the City Council, except in elections, to break a tie and as otherwise provided in this Charter.~~ The Mayor shall have no veto power.

### PROCEDURAL NOTE

In creating the Commission, the City Council dictated that the Commission shall comply with rules of procedure for the City Council and Boards and Commissions, except that a three-quarter (3/4) super-majority vote determines whether the motion passes or fails. See Ordinance 2024-18, Section 7. At its meeting, the Commission determined that the Council's intent was that the super-majority requirement apply to the full membership (13) not just those present (thus, 10 votes were necessary to approve a recommendation to the Council). At the first meeting of the Commission, one member unavoidably was absent leaving a Commission of only twelve voting members; however, that member and all others were present at the second meeting, so that there were thirteen voting members. There also are items on which the total votes change from one item to the next. This was due to a temporary lost connection with the Commissioner who had to attend the meeting via Zoom.

### CONCLUSION

The second meeting of the Commission concluded without any future business identified for possible consideration at another date. No future meetings were scheduled. A motion was made and approved for the Commission to adjourn. The Commission's work is complete (subject to further direction from the City Council).

When ordering an election on the issue of amending the Charter based on recommendations from the Commission, the City Council retains the discretion to select which propositions (*if any*) to place on the ballot for the voters.

Voters may approve or reject each proposition on the ballot.

## CHARTER REVIEW COMMISSION MINUTES

Monday, July 29, 2024

### DRAFT

Pursuant to the Texas Government Code, Chapter 551, the City of Bastrop Charter Review Commission met on Monday, July 29, 2024, at 12:00 p.m. at the Bastrop City Hall, 1311 Chestnut Street, Bastrop Texas. Commissioners present in person: Alex Henley, Connie Schroeder, Debbie Moore, Bernie Jackson, Richard Martin, David Bragg, Jimmy Crouch, Dock Jackson, Ken Kesselus, Judy Enis, Chris Kirby, and Joe Grady Tuck. Commissioner present via Zoom: Robin Peyson. City Staff present: Alan Bojorquez, City Attorney; Sylvia Carrillo-Trevino, City Manager; Ann Franklin, City Secretary; and Victoria Psencik, Assistant City Secretary.

### CALL TO ORDER

At 12:00 p.m. Chair David Bragg called the meeting to order with, a quorum present.

### MINUTE APPROVAL

- 2A. Consider action to approve Charter Review Commission minutes from the July 17, 2024, meeting.

**A motion was made by Commissioner Dock Jackson to approve the July 17, 2024 meeting minutes, seconded by Commissioner (unsure), motion was approved on a 13-0 vote.**

### ITEMS FOR INDIVIDUAL CONSIDERATION

- 5A. Consider and act on a recommendation to the City Council of any of the items presented for discussion.

**A motion was made by Commissioner Ken Kesselus to reconsider Proposition 5 (Shall Section 3.13 of the Charter be amended to specify that 3 members of the Council shall constitute a quorum?), seconded by Commissioner Dock Jackson, motion was approved on a 10-2 vote. Commissioner Joe Grady Tuck and Chris Kirby voted nay. Unable to hear Commissioner Robin Peyson's vote.**

**A motion was made by Commissioner Jimmy Crouch to amend Section 3.02 to increase the size of the City Council to 7 by adding one new City Council member and the Mayor only votes in the event of a tie, seconded by Commissioner Chris Kirby, motion failed on a 6-7 vote. Those voting yay: Commissioners Jimmy Crouch, Ken Kesselus, Robin Peyson, Chris Kirby, Dock Jackson, and Joe Grady Tuck. Those voting nay: Commissioners David Bragg, Judy Enis, Alex Henley, Bernie Jackson, Debbie Moore, Connie Schroeder, and Richard Martin.**

**CITIZEN COMMENT(S) (spoke after motion was made but before the motion's vote)  
Marie Blazek**

**A motion was made by Commissioner Ken Kesselus to approved Proposition 5 - Section 3.13 of the Charter be amended to specify that 3 voting members of the Council shall constitute a quorum under the Open Meetings Act but 4 are required to conduct business, seconded by Commissioner Connie Schroeder, motion was approved on a 11-2 vote. Commissioner Joe Grady Tuck and Chris Kirby voted nay.**

**Commissioner Robin Peyson left at 12:52 pm.**

A motion was made by Commissioner Debbie Moore to leave the number of Planning and Zoning Members as it stands in the Charter, seconded by Commissioner Dock Jackson, motion was approved on a 12-0 vote. Commissioner Robin Peyson was not present.

A motion was made by Commissioner Joe Grady Tuck to allow the Council to set their own compensation, if any, with the caveat that it would not benefit them during their term of office, only applied after re-election, motion died for lack of a second.

A motion was made by Commissioner Dock Jackson to amend Section 3.07 of the Charter to compensate the Mayor at a rate of \$400 per month and the Council Members at a rate of \$250 per month and sitting Council Members at the time of a compensation increase shall be ineligible to receive additional funds until re-elected, seconded by Commissioner Jimmy Crouch, motion was approved on a 12-0 vote. Commissioner Robin Peyson was not present.

**WORKSHOP**

4A. Discussion of items presented and any additional items the commission may want to consider.

**No additional items were presented.**

**Adjourned at 1:15 p.m. without objection.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
David Bragg, Chair

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

**ORDINANCE NO. 2024-18**

**CREATION OF CHARTER REVIEW COMMISSION**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE CREATION OF A CHARTER REVIEW COMMISSION; APPOINTING INITIAL COMMISSIONERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** The City of Bastrop, Texas (the “City”), desires to review its Home-Rule Charter (“Charter”); and

**WHEREAS,** the City has the ability to amend its Charter under Chapter 9 of the Texas Local Government Code and the Charter; and

**WHEREAS,** Section 13.09 of the Charter requires that the Charter be reviewed periodically; and

**WHEREAS,** the Mayor and City Council seek citizen input and City staff guidance regarding what, if any, modifications should be made to the Charter.

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

**Section 1.** The Charter Review Commission is hereby created as a temporary, *ad hoc* advisory group, with the limited purpose of recommending to the City Council what (if any) modifications should be presented to Bastrop voters as amendments to the Charter.

**Section 2.** Notwithstanding the City of Bastrop Code of Ordinances, Section 1.04.002: **(a)** the Commission shall have 13 members; **(b)** Commissioners’ terms shall expire upon dismissal by the City Council, or August 13, 2024, whichever shall occur first; and **(c)** Commissioners shall be registered voters of the City.

**Section 3.** Having been nominated by the Mayor and/or members of the City Council, appointed by the Mayor, and confirmed by the City Council, the initial Commissioners shall be those named in *Attachment “A”*.

**Section 3.** The City Secretary is designated as the staff liaison to the Commission. The City Manager and the City Attorney shall work with the City Secretary and the Charter Review Commission to prepare a report to the City Council.

**Section 5.** The Charter Review Commission shall give a report summarizing its

recommendations to the City Council no later than August 13, 2024.

**Section 6.** The City Council intends to call a special election for November 2024 to allow voters to approve or disapprove the proposed amendments to the Charter .

**Section 7.** The Charter Review Commission shall comply with rules of procedure for the City Council and Boards and Commissions, except that a three-quarter super - majority vote determines whether the motion passes or fails.

**Section 8.** 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 9.** 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 10.** 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 adopted was posted and that such meeting 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, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

**DULY ORDAINED & ADOPTED** on First Reading by the City Council of the City of Bastrop, Texas, on the 11<sup>th</sup> day of June, 2024.

**DULY ORDAINED & ADOPTED** on Second Reading by the City Council of the City of Bastrop, Texas, on the 25<sup>th</sup> day of June, 2024.

**DULY ORDAINED & ADOPTED** on Third Reading by the City Council of the City of Bastrop, Texas, on the 9<sup>th</sup> day of July, 2024.

**THE CITY OF BASTROP, TEXAS:**

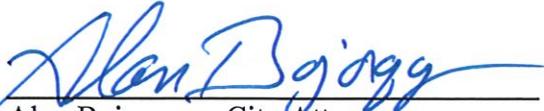


\_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Alan Bojorquez, City Attorney

**Initial Commissioners comprising the  
2024 – 2025  
City of Bastrop Home Rule Charter Commission**

- 1. David Bragg
- 2. Jimmy Crouch
- 3. Judy Enis
- 4. Alex Henley
- 5. Bernie Jackson
- 6. Dock Jackson
- 7. Ken Kesselus
- 8. Chris Kirby
- 9. Richard Martin
- 10. Debbie Moore
- 11. Robin Peyson
- 12. Connie Schroeder
- 13. Joe Grady Tuck



# STAFF REPORT

**MEETING DATE:** August 13, 2024

**TITLE:**

Interim City Secretary's recommendation to supplement the Charter Review Committees findings as it relates to procedures for recall.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Irma Parker, Interim City Secretary

**BACKGROUND/HISTORY:**

The Office of the City Secretary worked diligently through a petition for the recall of Mayor Lyle Nelson. The effort was complex and laborious as there was not sufficient guidance in the existing Charter to assist staff or the public.

This addition to the list of potential Charter Review committee recommendations seeks to add guidance and structure to voter-initiated items such as recall.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

Include in the list for possible voter action in November.

**ATTACHMENTS:**

1. Proposed edits to the Charter.

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## ARTICLE X INITIATIVE, REFERENDUM AND RECALL

### **Section 10.01 Power of Initiative.**

The people of the City reserve the power to direct legislation by initiative and, in the exercise of such power, may propose any ordinance not in conflict with this charter or state law, except an ordinance appropriating money or authorizing the levy of taxes or an ordinance repealing an ordinance appropriating money or levying taxes. Any initiated ordinance may be submitted by a petition signed by registered voters of the city equal in number to at least twenty (20) percent of the number of registered voters residing in the city at the time of the last regular city election. A petition signature is invalid if the signer signed the petition earlier than the 180<sup>th</sup> day before the date the petition is filed.

(Sec. 10.01 amnd. by Ordinance 2016-19 adopted 8/16/16)

### **Section 10.02 Power of Referendum.**

The people of the City reserve the power to approve or reject at the polls any legislation enacted by the Council which is subject to the initiative process under this Charter. Within thirty (30) days after the final adoption or publication, whichever date is later, of any ordinance which is subject to referendum, a petition, signed by registered voters of the city equal in number to at least twenty (20) percent of the number of registered voters residing in the City at the time of the last regular City election, may be filed with the City Secretary requesting that any such ordinance be either repealed or submitted to a vote of the people. When such a petition has been certified as sufficient by the City Secretary, the ordinance so specified in the petition shall not go into effect, or further action thereunder shall be suspended if it shall have gone into effect, until and unless it is approved by the voters as herein provided. A petition signature is invalid if the signer signed the petition earlier than the 180<sup>th</sup> day before the date the petition is filed.

(Sec. 10.01 amnd. by Ordinance 2016-19 adopted 8/16/16)

### **Section 10.03 Form of Petition for Initiative and Referendum.**

All petition papers circulated for the purpose of an initiative or referendum shall be uniform in size and style. Initiative petition papers shall contain the full text of the proposed ordinance. The signatures to initiative and referendum petitions need not all be appended to one paper, but to each separate paper there shall be attached a statement of the circulator that he/she personally circulated the foregoing paper, that all the signatures appended thereto were made in his/her presence and that he/she believes them to be the genuine signatures of the persons whose names they purport to be. Each signer of any such petition shall sign his/her name in ink, shall indicate after his/her name his/her place of residence by street, street number and zip code, shall indicate his/her voter registration certificate number and shall record the date of signature.

### **Section 10.04 Filing, Examination and Certification of Petitions.**

All papers comprising a petition for initiative or referendum shall be assembled and filed with the City Secretary as one instrument. Within thirty (30) days after the petition is filed, the City Secretary shall determine whether each paper of the petition has a proper statement of the circulator and whether the petition has been signed by a sufficient number of qualified electors and shall hold any petition paper entirely invalid which does not have attached thereto the statement signed by the circulator thereof. The City Secretary shall certify the result of

this examination to the Council at its next regular meeting. If the City Secretary shall certify that the petition is insufficient, the certificate shall specify the particulars in which it is defective and shall at once notify in writing the person filing the petition of this finding. A petition may be amended at any time within ten (10) days after a notice of insufficiency has been sent by the City Secretary, by filing a supplementary petition. In such event, the same procedures shall then be followed by the City Secretary and Council as in the case of the original petition for the same purpose.

### **Section 10.05 Council Consideration and Submission to Voters.**

When the Council receives an authorized initiative petition, certified by the City Secretary to be sufficient, the Council shall either (a) pass the initiated ordinance without amendment within twenty (20) days after the date of the certification to the Council; or (b) submit the initiated ordinance without amendment to a vote of the qualified voters of the City at a regular or special election to be held on a uniform election date of the state of Texas, but not less than ninety (90) days from the date that the City Secretary certifies the submission to the Council.

When the Council receives an authorized referendum petition, certified by the City Secretary to be sufficient, the Council shall reconsider the referred ordinance. If, upon such reconsideration, such ordinance is not repealed, it shall be submitted to the voters of the City at a regular or special election to be held on a uniform election date of the state of Texas, but not less than ninety (90) days from the date that the City Secretary certifies the submission to the Council.

Special elections on initiated or referred ordinances shall not be held more frequently than once each six (6) months, and no ordinance on the same subject as an initiated ordinance which has been defeated at any election may be initiated by the voters within two (2) years from the date of such election.

### **Section 10.06 Ballot Form and Results of Election.**

Ordinances submitted to the electors in accordance with the initiative and referendum provisions of this Charter shall be submitted by ballot title which shall contain a clear, concise statement, without argument, of the substance of such ordinance. The ballot used shall have below the ballot title the following proposition, one above the other in the order indicated: "FOR THE ORDINANCE" and "AGAINST THE ORDINANCE." Any number of ordinances may be voted on at the same election and may be submitted on the same ballot.

If a majority of electors voting on a proposed initiated ordinance shall vote in favor thereof, it shall thereupon become an ordinance of the City. A referred ordinance which is not approved by a majority of the electors voting thereon shall thereupon be deemed repealed. If conflicting ordinances are approved by the electors at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

### **Section 10.07 Power of Recall.**

The people of the City reserve the power to recall the Mayor or any other member of the Council and may exercise such power by filing with the City Secretary a petition, signed by qualified voters of the City equal in number to at least twenty-five (25) percent of the number of registered voters residing in the City at the time of the last regular municipal election of the City demanding the removal of the Mayor or other member of the Council. The petition shall be signed and verified in the manner required for an initiative petition, shall contain a general statement of the grounds upon which the removal is sought and one of the signers of each petition paper shall make an affidavit that the statements made therein are true.

### **Section 10.08 Recall Election.**

All papers comprising a recall petition shall be assembled and filed with the City Secretary. Within thirty (30) days after the petition is filed, the City Secretary shall determine its sufficiency and, if found to be sufficient, shall certify this fact to the Council at its next regular meeting. If a recall petition is found to be insufficient, it may be amended within ten (10) days after notice of such insufficiency by the City Secretary, by filing a supplementary petition. In that event, the same procedures shall then be followed by the City Secretary and the Council as in the case of an original petition. The finding of insufficiency of a recall petition shall not prejudice the filing of a new petition for the same purpose.

The Council Member whose removal is sought by a recall petition may, within five (5) days after such petition has been certified and presented to the Council, request in writing that a public hearing be held to permit him/her to present facts pertinent to the charges specified in the petition. In this event, the Council shall order such public hearing to be held not less than five (5) days nor more than fifteen (15) days after receiving such request for a public hearing.

If the Council Member whose removal is sought does not resign, the Council shall order a recall election and fix a date for such election, the date of which shall not be less than ninety (90) days from the date the petition was submitted to the Council or from the date of the public hearing if one was held, whichever is later, or at the earliest date thereafter permitted by the state election code.

### **Section 10.09 Recall Ballot.**

Ballots used in recall elections shall read as follows: "SHALL (name of person or persons) BE REMOVED FROM THE CITY COUNCIL BY RECALL?" Below such question there shall be printed the following as to each person named:

"FOR THE REMOVAL OF (name of person.)"

"AGAINST THE REMOVAL OF (name of person.)"

### **Section 10.10 Results of a Recall Election.**

If a majority of the votes cast at a recall election shall be against removal of a Council Member named on the ballot, that member shall continue in office. If a majority of the votes cast at such election be for the removal of the Council Member named on the ballot, the Council shall immediately declare the office vacant and such vacancy shall be filled in accordance with the provisions of this Charter. A Council Member thus removed shall not be a candidate to succeed himself/herself in an election called to fill the vacancy created.

### **Section 10.11 Limitations on Recall.**

No recall petition shall be filed against the Mayor or any other Council Member within six (6) months after he/she first takes office, nor within six (6) months after an election for his/her recall, nor within six (6) months of the end of his/her term.

## Section 10.01 General Authority for Initiative, Citizen Referendum, and Recall.

- (1) **Initiative.** The registered voters of the city shall have power to propose ordinances to the council and, if the council fails to adopt an ordinance so proposed without any change in substance, to adopt or reject it at a city election, but such power shall not extend to the budget or capital program or any ordinance relating to appropriation of money, levy of taxes or salaries of city officers or employees.
- (2) **Citizen Referendum.** The registered voters of the city shall have power to require reconsideration by the council of any adopted ordinance and, if the council fails to repeal an ordinance so reconsidered, to approve or reject it at a city election, but such power shall not extend to the budget or capital program or any emergency ordinance or ordinance relating to appropriation of money or levy of taxes or zoning.
- (3) **Recall.** The registered voters of the city shall have power to recall elected officials of the city, but no recall petition shall be filed against any official within six months after the official takes office, nor, in case of a member subjected to a recall election and not removed, until at least six months after the election.

## Section 10.02 Commencement of Proceeding; Petitioners' Committee; Affidavit

Any five registered voters may commence initiative, citizen referendum, or recall proceedings by filing with the city secretary affidavit stating they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form, stating their names and addresses and specifying the address to which all notices to the committee are to be sent, and setting out in full the proposed initiative ordinance, citing the ordinance sought to be reconsidered, or stating the name and title of the officer sought to be recalled accompanied by a statement, not to exceed 200 words, of the reasons for the recall. Grounds for recall should relate to and affect the administration of the official's office and be of a substantial nature directly affecting the rights and interests of the public. Promptly after receipt of a recall petition, the city secretary shall serve, by certified mail, a copy of the affidavit on the elected officer sought to be recalled. Within 10 days of service of the affidavit, the elected officer sought to be recalled may file a statement with the city secretary, not to exceed 200 words, in response. Promptly after the affidavit of the petitioners' committee is filed, and the response, if any, of the elected official sought to be recalled is filed, the city secretary shall issue the appropriate petition blanks to the petitioners' committee.

Compliance with Texas Ethics Commission regarding Specific or General Purpose Committee filings shall be required. The city secretary shall provide reporting forms and dates of submittal as required.

## Section 10.03 Petitions

- (1) **Number of Signatures.** Initiative and citizen referendum petitions must be signed by registered voters of the city equal in number to at least 20 percent of the total number of registered voters to vote at the last regular election. Recall petitions must be signed by registered voters of the city equal in number to at least 25 percent of the total number of registered voters residing in the city at the time of the last regular city election
- (2) **Form and Content.** The city secretary shall provide the petition format in compliance with Texas Election Code. Initiative and citizen referendum petitions shall contain or have attached thereto throughout their circulation the full text of the ordinance proposed or sought to be reconsidered. Recall petitions shall contain the name and title of the official sought to be recalled, the statement of grounds for the recall, and the response of the official sought to be recalled, if any. If no response was filed, the petition shall so state.

**Time for Filing Referendum and Recall Petitions.** Referendum petitions must be filed within 30 days after adoption by the council of the ordinance sought to be reconsidered. Recall petitions must be filed within **[40 to 160]** days of the filing of the petitioners' affidavit initiating the recall procedure.

## Section 10.04 Procedure after Filing

- (1) **Certificate of Clerk; Amendment.** Within thirty days after the petition is filed, the city secretary shall complete a certificate as to its sufficiency, specifying, if it is insufficient, the particulars wherein it is defective and shall promptly send a copy of the certificate to the petitioners' committee by registered mail. A petition certified insufficient for lack of the required number of valid signatures may be amended once if the petitioners' committee files a notice of intention to amend it with the clerk within two days after receiving the copy of his or her certificate and files a supplementary petition upon additional papers within ten days after receiving the copy of such certificate. Such supplementary petition shall comply with the requirements this Article, and within five days after it is filed the city secretary shall complete a certificate as to the sufficiency of the petition as amended and promptly send a copy of such certificate to the petitioners' committee by registered mail as in the case of an original petition. If a petition or amended petition is certified sufficient, or if a petition or amended petition is certified insufficient and the petitioners' committee does not elect to amend or request council review, within the time required, the city secretary shall promptly present the certificate to the council and the certificate shall then be a final determination as to the sufficiency of the petition.
- (2) **Council Review.** If a petition has been certified insufficient and the petitioners' committee does not file notice of intention to amend it or if an amended petition has been certified insufficient, the committee may, within two days after receiving the copy of such certificate, file a request that it be reviewed by the council. The council shall review the certificate at its next meeting following the filing of such request and approve or disapprove it, and the council's determination shall then be a final determination as to the sufficiency of the petition. A council member who is the subject of a recall petition shall not be eligible to act in the determination of sufficiency or insufficiency of the petition.

**(3) Court Review; New Petition.** A final determination as to the sufficiency of a petition shall be subject to court review. A final determination of insufficiency, even if sustained upon court review, shall not prejudice the filing of a new petition for the same purpose.

### **Section 10.05 Referendum Petitions; Suspension of Effect of Ordinance**

When a referendum petition is filed with the city secretary, the ordinance sought to be reconsidered shall be suspended from taking effect. Such suspension shall terminate when:

- (i) There is a final determination of insufficiency of the petition, or
- (ii) The petitioners' committee withdraws the petition, or
- (iii) The council repeals the ordinance, or
- (iv) Thirty days have elapsed after a vote of the city on the ordinance.

### **Section 10.06 Action on Petitions**

**(1) Action by Council.** When an initiative or referendum petition has been finally determined sufficient, the council shall promptly consider the proposed initiative ordinance in the manner provided in this Article or reconsider the referred ordinance by voting its repeal. If the council fails to adopt a proposed initiative ordinance without any change in substance within sixty days or fails to repeal the referred ordinance within thirty days after the date the petition was finally determined sufficient, it shall submit the proposed or referred ordinance to the voters of the city. The council shall promptly order a recall election to occur within [30, 90, 120] days of the date the recall petition was finally determined sufficient.

**(2) Submission to Voters of Proposed or Referred Ordinances.** The vote of the city on a proposed or referred ordinance shall be held not less than 30 days and not later than one year from the date of the final council vote thereon. If no regular city election is to be held within the period prescribed in this subsection, the council shall provide for a special election; otherwise, the vote shall be held at the same time as such regular election, except that the council may in its discretion provide for a special election at an earlier date within the prescribed period. Copies of the proposed or referred ordinance shall be made available at the polls.

**(3) Withdrawal of Petitions.** An initiative, referendum, or recall petition may be withdrawn at any time prior to the fifteenth day preceding the day scheduled for a vote of the city by filing with the city secretary a request for withdrawal signed by at least two-thirds of the petitioners' committee. Upon the filing of such request the petition shall have no further force or effect, and all proceedings thereon shall be terminated.

### **Section 10.07 Results of Election**

**(1) Initiative.** If a majority of the registered voters voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon certification of the election results and shall be treated in all respects in the same manner as ordinances of the same kind adopted by the council. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

**(2) Referendum.** If a majority of the registered voters voting on a referred ordinance vote against

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it, it shall be considered repealed upon certification of the election results.

**3. Recall.** Ballots used at recall elections shall read: —

"SHALL (name of person or persons) BE REMOVED FROM THE CITY COUNCIL BY RECALL?" Below such question there shall be printed the following as to each person named:

"FOR THE REMOVAL OF (name of person.)"

"AGAINST THE REMOVAL OF (name of person.)"

A Council Member thus removed shall not be a candidate to succeed himself/herself in an election called to fill the vacancy created.



# STAFF REPORT

**MEETING DATE:** August 13, 2024

**TITLE:**

Consider and act on Resolution No. R-2024-105 of the City of Bastrop, Texas Accepting the City Secretary's Certification Regarding a Recall Petition Calling for the Removal of Mayor Lyle Nelson and Providing Findings of Fact, Repealer, Severability, Effective Date, Proper Notice, and Meeting.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Irma Parker, Interim City Secretary

**BACKGROUND/HISTORY:**

On July 25, 2024, a ninety-six (96) page Recall Petition was submitted to the Office of the City Secretary calling for the recall of Mayor Lyle Nelson. The petition was evaluated in accordance with the Texas Election Code and Bastrop's Home Rule Charter, Article X – "Initiative, Referendum, and Recall." According to Section 10.07 "Power of Recall", the petition requesting recall must be signed by qualified voters of the City equal in number to at least twenty-five (25) percent of the number of registered voters residing in the City at the time of the last regular municipal election.

The number of registered voters residing in the City at the time of the last regular municipal election (May 2024) demanding the removal of an elected official is 6,228. As per the Charter, the required minimum number of signatures for a valid recall petition is twenty-five (25) percent of the number of registered voters residing in the City at the time of the last regular municipal election, which is 1,557. The petition contains 1,632 qualified signatures.

While the petition contains a sufficient number of valid signatures, it is **insufficient** because it does not include the required affidavits. An attestation of truth from a signer of each page of the petition is required for each page. *(Section 10.07 "Power of Recall": The people of the City reserve the power to recall the Mayor or any other member of the Council and may exercise such power by filing with the City Secretary a petition, signed by qualified voters of the City equal in number to at least twenty-five (25) percent of the number of registered voters residing in the City at the time of the last regular municipal election of the City demanding the removal of the Mayor or other member of the Council. The petition shall be signed and verified in the manner required for an initiative petition, shall contain a general statement of the grounds upon which the removal is sought and one of the signers of each petition paper shall make an affidavit that the statements made therein are true.)*

The difficulty lies in that staff approved the form used.

*Supplementation:*

The petitioners have an opportunity to cure the defective petition by filing a supplementary petition within 10 (ten) days of this notice. (Bastrop Charter Section 10.08, Texas Election Code Chapter 277).

As the election official for the City of Bastrop, I will notify the petitioners of the deficiency via certified mail after presentation to the City Council and the necessary information to cure.

**Timeline:**

1. The Interim City Secretary will submit a certified letter to the Petitioner(s) advising of the Council's determination and contain the wording required for the attestation of truth as provided by the City Attorney.
2. Petitioner(s) have the option to cure within the allotted time – 10 days.
3. When or if the Petition is cured, it is returned to the Interim City Secretary and presented to the City Council at the next regular meeting (August 27 or September 10).
4. At the second presentation and certification, the City Council may declare the petition sufficient and authorize staff to proceed with the procedures as set out in the Home Rule Charter. If the Council wishes to proceed with the recall process, the Interim City Secretary will send a certified letter to the official whose removal is sought advising that he/she may request a public hearing. If a request for a public hearing is received, the Council shall order a public hearing not less than five (5) days nor more than fifteen (15) days after receiving such request. (September 10 or 24 – regular meeting)
5. After the public hearing, the official whose removal is sought does not resign, the Council shall order a recall election and fix a date for such election, the date of which shall not be less than ninety (90) days from the date the petition was submitted to the Council or from the date of the public hearing if one was held, whichever is later, or at the earliest day thereafter permitted by the state election code. (December 2024)
6. (Home Rule Charter - §10.09 Results of a Recall Election): *“If the majority of the votes cast at the recall election is against removal of the Council Member named on the ballot, the member shall continue in office. If a majority of the votes cast at such election be for the removal of the Council Member named on the ballot, the Council shall immediately declare the office vacant and such vacancy shall be filled in accordance with the provisions of this Charter. A Council Member thus removed shall not be a candidate to succeed himself/herself in an election called to fill the vacancy created.”*

**FISCAL IMPACT:**

A special election cost is approximately \$15,000-\$25,000 each. There is a possibility of two (2) elections (1) Recall and (2) if the Council Member is removed then another election must be called within ninety (90) days. That would mean the City would have two (2) elections in 2025. Bastrop County Elections Administrator Kristin Miles advised that the Elections Department Contract states that August 19<sup>th</sup> is the final date to submit ballot wording but if that is not possible under our current timeline would work with us.

**RECOMMENDATION:**

Determine the sufficiency/deficiency of the petition and notify the petitioner(s).

**ATTACHMENTS:**

1. Resolution No. R-2024-105 (will be delivered separately)
2. [Recall Petition Redacted.pdf](#)