

**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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**July 11, 2023**

**Executive Session at 5:30 PM; Regular Council Meeting at 6:30 PM**

**AMENDED – Executive Session moved to 5:30 pm  
Item 8B moved to Item 12D with additional language**

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

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

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

**1. CALL TO ORDER**

**2. EXECUTIVE SESSION**

2A. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 and 551.072 to seek the advice of legal counsel regarding pending a proposed real estate Purchase and Sale Agreement with Capstick Development Group, Ltd and related matters involving Pine Forest Unit 6.

2B. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 and 551.072 to seek the advice of legal counsel regarding recent legislation, certain real estate projects, possible hotel development, and the Bastrop Civic and Exhibit Center.

2C. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding matters related to Economic Development expenditures, incentives, and sales taxes.

**3. TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDER**

**4. CALL TO ORDER REGULAR MEETING**

**5. PLEDGE OF ALLEGIANCE** - Mason Patten; Leovani Gottschall; and Juniper Moore, Bastrop Opera House

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

**6. INVOCATION** - Bob Long, Police Chaplain

**7. PRESENTATIONS**

7A. Mayor's Report

7B. Council Members' Report

7C. City Manager's Report

**8. WORK SESSIONS/BRIEFINGS**

8A. Receive presentation from Stantec Consulting on the proposed Parks and Recreation Masterplan.

Terry Moore, Recreation Manager

**9. STAFF AND BOARD REPORTS**

9A. Receive presentation on a Credit Card Fee policy.

Submitted by: Tracy Waldron, Chief Financial Officer

**10. CITIZEN COMMENTS**

*At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the 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.*

## 11. 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.**

[11A.](#) Consider action to approve City Council minutes from the June 27, 2023, Regular meeting.

Submitted by: Ann Franklin, City Secretary

[11B.](#) Consider action to approve the second reading of Ordinance No. 2023-20 of the City Council of the City of Bastrop, Texas approving the Fiscal Year 2024 Annual Service Plan Update, including provisions related to assessments for the Hunters Crossing Public Improvement District; approving a Fiscal Year 2024 assessment roll for the District; and containing other provisions related to the Hunters Crossing Public Improvement District and the Hunters Crossing Local Government Corporation; and providing for an effective date.

Submitted by: Tracy Waldron, Chief Financial Officer

[11C.](#) Consider action to approve the second reading of Ordinance No. 2023-19 of the City Council of the City of Bastrop, Texas, amending Chapter 1 of the Bastrop Code of Ordinances, Chapter 2, Article 1.04, Section 1.04.002, providing for automatic resignations of members of certain boards, committees and commissions who run for City Council; and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting.

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

[11D.](#) Consider action to approve the second reading of Ordinance No. 2023-16 of the City Council of the City of Bastrop, Texas, amending Chapter 14 of the Bastrop Code of Ordinances, the B3 Code, Chapter 2, Article 2.4, Section 2.4.007, providing for a supermajority vote of Council to approve a zoning change for which a unanimous P&Z recommended denial; and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting.

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

[11E.](#) Consider action to approve the second reading of Ordinance No. 2023-17 of the City Council of the City of Bastrop, Texas, amending Chapter 14 of the Bastrop Code of Ordinances, the B3 Code, Chapter 2, Article 2.4, Section 2.4.002 providing for recommendations from Planning and Zoning to the City Council; and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting.

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

- 11F. Consider action to approve on second reading Ordinance No. 2023-18 of the City Council of the City of Bastrop, Texas, amending Chapter 14 of the Bastrop Code of Ordinances, the B3 Code, Chapter 2, Article 2.4, Section 2.4.002, proving for qualifications for P&Z members; and providing for findings of fact, repealer severability, codification, effective date, proper notice and meeting.

Submitted by: Mayor Pro-tem John Kirkland and Councilmember Plunkett

## **12. ITEMS FOR INDIVIDUAL CONSIDERATION**

- 12A. Consideration action to approve Resolution No. R-2023-91 of the City Council of the City of Bastrop, Texas approving the closure of Chestnut Street for the Bastrop Homecoming Parade; providing for a repealing clause; and providing for an effective date.

Terry Moore, Recreation Manager

- 12B. Consider action to approve the first reading of Ordinance No. 2023-21 of the City Council of the City of Bastrop, Texas approving a Natural Gas Franchise Agreement to Universal Natural Gas, LLC (d/b/a Universal Natural Gas, Inc.) and its successors and assigns, for a period of ten (10) years from the effective date of this ordinance, a non-exclusive franchise and right to enter the public ways of the City of Bastrop, Texas for the transportation, distribution, and/or sale of gas to customers and the public generally in the City; defining the words and phrases therein; providing assignment, sale or lease of the franchise; providing for use and repair of the public ways; providing for regulation of service; establishing depth of pipelines; providing for indemnification of the City of Bastrop; providing for inspection of Grantee's records; requiring Grantee to pay a Franchise Fee; providing for conditions of the Franchise; providing for construction of this ordinance upon invalidity of any part thereof; providing for acceptance of this Franchise by Grantee and both an effective and operative date thereof; repealing all other ordinances directly in conflict herewith; providing for severability; providing for publication, and move to include on the July 25, 2023 agenda for a second reading.

Submitted by: Tracy Waldron, Chief Financial Officer

- 12C. Holding a public hearing and consider action to approve the first reading of Ordinance No. 2023-22 of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances Chapter 14, the Bastrop Building Block (B3) Code, Article 3.1 Place Type Zoning Districts, and adding Article 3.4 Planned Development Districts; establishing standards and procedures; and providing for findings of fact, repealer, severability, codification, effective date, proper notice, and meeting; and move to include on the July 25, 2023, agenda for second reading.

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

- 12D. Consider action to approve Resolution No. R-2023-103 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Gary Moss to Place 4 of the Planning and Zoning Commission, as required in Section 3.08 of the City's Charter, and establishing an effective date.

Submitted by: Ann Franklin, City Secretary

### 13. 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: Friday, July 7, 2023, at 10:30 a.m. and remained posted for at least two hours after said meeting was convened.

/s/ Ann Franklin  
Ann Franklin, City Secretary



# STAFF REPORT

**MEETING DATE:** July 11, 2023

**TITLE:**

Mayor's Report

**AGENDA ITEM SUBMITTED BY:**

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

**POLICY EXPLANATION:**

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

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

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

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



# STAFF REPORT

**MEETING DATE:** July 11, 2023

**TITLE:**

Council Members' Report

**AGENDA ITEM SUBMITTED BY:**

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

**POLICY EXPLANATION:**

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

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

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

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





# STAFF REPORT

**MEETING DATE:** July 11, 2023

**TITLE:**

City Manager's Report

**AGENDA ITEM SUBMITTED BY:**

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

**POLICY EXPLANATION:**

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

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

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

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



# STAFF REPORT

**MEETING DATE:** July 11, 2023

**TITLE:**

Receive presentation from Stantec Consulting on the proposed Parks and Recreation Masterplan.

**AGENDA ITEM SUBMITTED BY:**

Terry Moore, Recreation Manager

**BACKGROUND/HISTORY:**

City staff has been working with Stantec Consulting and Edge of Your Seat Consulting since January to develop a 10 year Parks and Recreation Master Plan. The plan will encompass a comprehensive analysis of the City's parks and recreation assets, an extensive community needs assessment, provide recommendations to development, recreation, policies, land acquisition, and prioritize needs based on the community's short and long-term parks and recreation needs.

Community engagement was the first phase of the process. Based on the community meetings, interviews and surveys, staff interviews and reviews, statistics and research, Stantec presented a first draft for review. This document was reviewed by both volunteers, staff and city council for additional comments and revisions.

At this workshop, Stantec will present the document in a short presentation. Council will have the opportunity to ask questions and share any concerns or need for additional information on the plan. This is so these adjustments can be made before bringing the plan back to council for adoption.

**RECOMMENDATION:**

For council to make additional comments, adjustments and suggestions before the document is finalized and presented to council for adoption.

**ATTACHMENTS:**

- N/A





# STAFF REPORT

**MEETING DATE:** July 11, 2023

**TITLE:**

Receive presentation on a Credit Card Fee policy.

**AGENDA ITEM SUBMITTED BY:**

Tracy Waldron, Chief Financial Officer

**BACKGROUND/HISTORY:**

The City does not currently have a policy on credit card fees. At the City Council budget workshop on April 19, 2023, it was presented that in FY 2022 the City incurred almost \$93,000 in expenses related to credit card processing fees, \$68,000 of that being for utility payments. We are on track to have this same amount of expense in FY 2023.

Specifically for utility payments, the City offers multiple options that have little or no fee (automatic bank draft, drop off/mail, portal payments through ACH - small fee).

Staff recommendation would be to continue to absorb fees for small transactions (ie. library and recreation fees). All other payments paid by credit card would be passed on to the payor. We want to encourage payment by ACH and absorb that fee (currently \$0.29 per transaction).

I have drafted an Ordinance that is attached for review and discussion. I would prefer to leave the policy vague enough to be flexible when the City contracts with a new third party vendor (ie. not to exceed limits).

**FISCAL IMPACT:**

FY 2024 reduce expenses by approx. \$80,000.

**RECOMMENDATION:**

N/A

**ATTACHMENTS:**

- Draft Credit Card Fee Policy Ordinance

**ORDINANCE NO. 2023-XX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AMENDING THE BASTROP CITY CODE OF ORDINANCES, ADDING ARTICLE 1.21 PAYMENT BY CREDIT CARD OR OTHER ELECTRONIC MEANS; PROVIDING FOR A PROCESSING FEE FOR CREDIT CARD PAYMENT OF FEES, FINES, COURT COSTS AND OTHER CHARGES; PROVIDING FOR A SERVICE CHARGE IF PAYMENT BY CREDIT CARD IS NOT HONORED; PROVIDING FOR FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, EFFECTIVE DATE, CODIFICATION, AND PROPER NOTICE OF MEETING.**

**WHEREAS**, the City of Bastrop is a home-rule municipality established and operating by the laws of the State of Texas; and

**WHEREAS**, Chapter 132 of the Texas Local Government Code authorizes the governing body of a municipality to authorize a municipal official who collects, fees, fines, court costs and other charges to accept payment by credit card; and

**WHEREAS**, Chapter 132 of the Local Government Code authorizes the collection of a *processing fee* for use of a credit card and the collection of a *service charge* if a credit card is not honored by the credit card company; and

**WHEREAS**, 132.002(b) and (c) of the Texas Local Government Code authorizes the governing body of a municipality to authorize a municipal official who collects fees, fines, court costs or other charges to accept payment by credit card and to collect a fee for processing the payment by credit card. The governing body may also authorize the acceptance of payment by credit card without requiring collection of a fee; and

**WHEREAS**, Section 132.003(b) of the Texas Local Government Code authorizes a municipality to set a processing fee in an amount that is reasonably related to the expense incurred by the municipality in processing the payment by credit card, not in an amount that exceeds five percent (5%) of the amount of the fee, fine, court cost, or other charge being paid; and

**WHEREAS**, Section 132.004 of the Texas Local Government Code states that if, for any reason, a credit card payment is not honored by the credit card company on which the funds are drawn, the municipality may collect a service charge from the person who owes the fee, fine, court cost, or other charge in addition to the original fee, fine, court cost or other charge for the collection of the original amount; and

**WHEREAS**, the service charge fee is the same amount as a fee charged for the collection of a check drawn on an account with insufficient funds; and

**WHEREAS**, Section 132.006 of the Texas Local Government Code requires the municipal official collecting a fee or charge to deposit it in the general fund of the municipality; and

**WHEREAS**, the Bastrop City Council has determined that acceptance of credit cards is beneficial to the City and its citizens' public convenience and should be authorized without all citizens incurring the costs for it; and

**WHEREAS**, the Bastrop City Council recognizes that the City incurs additional expenses to accept credit card payments and shall set the processing fee in an amount that is reasonably related to the expenses incurred; and

**WHEREAS**, the Bastrop City Council authorizes a credit card processing fee or service charge, as applicable, for all fees, fines, costs, or other charges for municipal purposes; and

**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: ENACTMENT** Chapter 1, Article 1.21 of the Bastrop Code of Ordinances is hereby created, and shall read in accordance with Exhibit A, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

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

**Section 4: SEVERABILITY** Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

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

**Section 6: PROPER NOTICE & MEETING** It is hereby officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**Section 7: EFFECTIVE DATE** This ordinance shall take effect October 1, 2023, if all applicable publication requirements are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

**READ and APPROVED** on First Reading on the <sup>th</sup> day of ?? 2023.

**READ and ADOPTED** on Second Reading on the <sup>th</sup> day of ?? 2023.

**APPROVED:**

\_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

DRAFT

**City of Bastrop**  
**Code of Ordinances**  
**Chapter 1: Administration**  
**ARTICLE 1.21 Payments by Credit Card or Other Electronic Means**

The Code of Ordinances is amended by creating Article 1.21 and inserting the following language:

**ARTICLE 1.21 – Payment by Credit Cards or Other Electronic Means**

1. Credit Card use authorized. Each official employed by the City of Bastrop who, as part of that employment, collects fees, fines, court costs, or other charges from members of the public that are due to the city is authorized to accept credit cards as payment for such fees, fines, court costs, and other charges.
2. Amount of Processing Fee. For each fee, fine, court cost, or other charge that is paid by credit card, the official collecting the same shall pass on a processing fee in an amount not to exceed three percent (3%) of the amount of the fee, fine, court cost, other charge to be paid, as authorized by Section 132.003(b), Texas Local Government Code.

The following services and form of payment are exempt from the processing fee:

- (a) Library fees
  - (b) Recreation fees
  - (c) Payments processed through bank draft (ACH) or check
3. Service Charge. If for any reason a payment by credit card is not honored by the company on which the funds are drawn, the officer shall collect from the member of the public who attempted to pay by credit card an additional service charge in an amount equal to the fee then being charged for the collection of a check drawn on an account with insufficient funds, as authorized by Section 132.004, Texas Local Government Code.
  4. Deposit of Processing Fees and Service Charges. Processing fees and service charges collected pursuant to this Ordinance shall be deposited in the general fund of the City, as provided by Section 132.006, Texas Local Government Code.



# STAFF REPORT

**MEETING DATE:** July 11, 2023

**TITLE:**

Consider action to approve City Council minutes from the June 27, 2023, Regular meeting.

**AGENDA ITEM SUBMITTED BY:**

Ann Franklin, City Secretary

**BACKGROUND/HISTORY:**

N/A

**FISCAL IMPACT:**

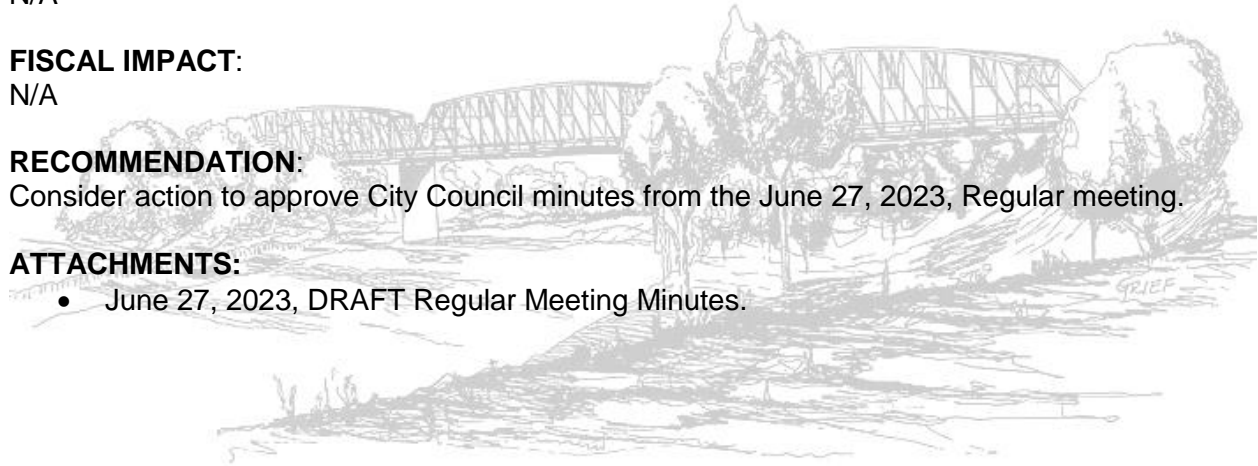
N/A

**RECOMMENDATION:**

Consider action to approve City Council minutes from the June 27, 2023, Regular meeting.

**ATTACHMENTS:**

- June 27, 2023, DRAFT Regular Meeting Minutes.



**JUNE 27, 2023**

The Bastrop City Council met in a regular meeting on Tuesday, June 27, 2023, at 5:30 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 Lee, Meyer, Plunkett, and Crouch. Officers present were: City Manager, Sylvia Carrillo; City Secretary, Ann Franklin; and City Attorney, Alan Bojorquez.

**CALL TO ORDER**

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

**EXECUTIVE SESSION**

**The City Council met at 5:31 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:**

- 2A. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding recently enacted state legislation, including House Bill 2127.
- 2B. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 and 551.074 to seek the advice of legal counsel regarding the statutory aspects of pending ordinance amendments regarding personnel and procedures of the Planning and Zoning Commission.  
Submitted by: Mayor Pro-tem Kirkland and Council Member Plunkett

**Mayor Nelson recessed the Executive Session at 6:30 p.m.**

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

No action taken.

**CALL TO ORDER REGULAR MEETING**

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

**PLEDGE OF ALLEGIANCE**

Madison and Jayden Davis led the pledges.

**INVOCATION**

Hardy Overton, Police Chaplain, gave the invocation.

**EXECUTIVE SESSION**

**The City Council met at 6:34 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:**



- 12C. Consider action to approve Resolution No. R-2023-96 and Resolution No. R-2023-99 of the City Council of the City of Bastrop, Texas, removing D. Moore and C. Caylor from Planning and Zoning Commission.  
Submitted by: Mayor Pro-tem John Kirkland and Council Member Plunkett

**Mayor Nelson recessed the Executive Session at 7:32 p.m.**

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

No action taken.

**ITEMS FOR INDIVIDUAL CONSIDERATION**

- 12C. Consider action to approve Resolution No. R-2023-96 and Resolution No. R-2023-99 of the City Council of the City of Bastrop, Texas, removing D. Moore and C. Caylor from Planning and Zoning Commission.  
Submitted by: Mayor Pro-tem John Kirkland and Council Member Plunkett

**SPEAKERS**

**Kerry Fossler  
1903 Main St.  
Bastrop, TX**

**Steve Chamberlain  
230 Oakforest Drive  
Cedar Creek, TX**

**Dora Epstein-Jone  
302 Cedar St  
Bastrop  
310-529-0337**

**DeAnn Caylor  
16513 Decker Creek Drive  
Manor, TX**

**Deborah Moore  
1306 Church St.  
Bastrop, TX**

**Maria Montoya Stayton  
1707 PECAN STREET  
Bastrop, Tx**

**Denise Smith & Pete Langhans  
208 East Keanahalululu Lane  
Bastrop, Tx**

**Ruth Todd  
100 Watercourse Way  
Bastrop, TX**

**Phil Hurley**  
1408 Wilson Street  
Bastrop, TX

**Marie Blazek**  
400 OAK STREET  
BASTROP, TX

**Marie Blazek**  
1408 Wilson St.  
Bastrop, Tx

**Sheri Godwin**  
115 Rainmaker Cove  
Bastrop, TX

**Dax Addian Havrilak**  
779 Peach Creek Rd  
Rosanky, TX

**Patrice Parsons**  
231 Baron Creek Trail  
Bastrop, TX

**Bonnie Coffey**

**Mel Cooper**  
603 Shiloh  
Bastrop, Tx

**A motion was made by Mayor Pro Tem Kirkland to approve the first reading of Ordinance No. 2023-19, seconded by Council Member Plunkett, motion was approved on a 3-2 vote. Those voting aye were: Mayor Pro Tem Kirkland and Council Members Plunkett and Crouch. Those voting nay were: Council Members Lee and Meyer.**

- 12D. Consider action to approve the first reading of Ordinance No. 2023-19 of the City Council of the City of Bastrop, Texas, requiring members of the Planning and Zoning, Zoning Board of Adjustment, and Historic Landmark Commission to resign their seat when running for other elected office.

Submitted by: Sylvia Carrillo, ICMA-CM, CPM, City Manager  
**Presentation was made by Trey Job, Assistant City Manager.**

**SPEAKERS**  
**Carrie Caylor**  
1408 Wilson Street  
Bastrop, TX

**Deborah Moore**  
1306 Church St.  
Bastrop, Tx

**A motion was made by Mayor Pro Tem Kirkland to approve the first reading of Ordinance No. 2023-19 and removing Historic Landmark Commission from the item title and inserting Bastrop Economic Development Corporation, seconded by Council Member Crouch, motion was approved on a 5-0 vote.**

- 12A. Hold public hearing on the Hunters Crossing Public Improvement District ongoing service plan and proposed assessment levy, consider any objections to the proposed assessments and, consider action to approve the first reading of Ordinance No. 2023-20 of the City Council of the City of Bastrop, Texas approving the Fiscal Year 2024 Annual Service Plan Update, including provisions related to assessments for the Hunters Crossing Public Improvement District; approving a Fiscal Year 2024 assessment roll for the District; and containing other provisions related to the Hunters Crossing Public Improvement District and the Hunter's Crossing Local Government Corporation; providing for an effective date and move to include on the July 11, 2023, agenda for second reading.

Submitted by: Tracy Waldron, Chief Financial Officer

**Presentation was made by Tracy Waldron, Chief Financial Officer and John Snider, B3Works.**

**Opened Public Hearing**

**Closed Public Hearing**

**A motion was made by Council Member Lee to approve the first reading of Ordinance No. 2023-20, seconded by Council Member Meyer, motion was approved on a 5-0 vote.**

- 12E. Consider action to approve the first reading of Ordinance No. 2023-16 of the City Council of the City of Bastrop, Texas, amending Chapter 14 of the Code of Ordinances, Chapter 2 of the B3 Code, providing for a supermajority vote of the City Council to approve certain Place Type zoning changes; and move to include on the July 11, 2023, agenda for second reading.

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

**Presentation was made by Sylvia Carrillo, ICMA-CM, CPM, City Manager**

**SPEAKERS**

**Kerry Fossler  
1903 Main St.  
Bastrop, TX**

**A motion was made by Mayor Pro Tem Kirkland to approve the first reading of Ordinance No. 2023-16, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.**

- 12F. Consider action to approve the first reading of Ordinance No. 2023-17 of the City Council of the City of Bastrop, Texas, amending Chapter 14 of the Code of Ordinances, Chapter 2 of the B3 Code, providing for a simple majority vote of the Planning and Zoning Commission to make recommendations to the City Council.

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

**Presentation was made by Sylvia Carrillo, ICMA-CM, CPM, City Manager**

**A motion was made by Council Member Plunkett to approve the first reading of Ordinance No. 2023-17, seconded by Council Member Meyer, motion was approved on a 5-0 vote.**

- 12G. Consider action to approve on first reading Ordinance No. 2023-18 of the City Council of the City of Bastrop, Texas, amending Chapter 14 of the Code of Ordinances, Chapter 2 of the B3 Code, providing for qualifications for Planning and Zoning Commission members.  
Submitted by: Mayor Pro-tem John Kirkland and Council Member Plunkett  
**Presentation was made by Mayor Pro-tem John Kirkland and Council Member Plunkett**

**SPEAKERS**

**Carrie Caylor  
1408 Wilson Street  
Bastrop, TX**

**Herb Goldsmith  
1105 Pecan St.  
Bastrop, TX**

**Patrice Parsons  
231 Baron Creek Trail  
Bastrop, TX**

**Deborah Moore  
1306 Church St.  
Bastrop, TX**

**A motion was made by Mayor Pro Tem Kirkland to approve the first reading of Ordinance No. 2023-18, seconded by Council Member Plunkett, motion was approved on a 4-1 vote. Those voting aye were: Mayor Pro Tem Kirkland and Council Members Meyer, Plunkett, and Crouch. Those voting nay were: Council Member Lee.**

**CITIZEN COMMENTS**

**SPEAKERS**

**Nancy Woods  
906 Walnut St.  
Bastrop, Tx**

**Patrice Parsons  
231 Baron Creek Trail  
Bastrop, TX**

**PRESENTATIONS**

- 7A. Mayor's Report
- 7B. Council Members' Report

- 7C. City Manager's Report
- 7D. A proclamation of the City Council of the City of Bastrop, Texas recognizing July 2023, as Parks and Recreation Month.  
Submitted by: Terry Moore, Bastrop Recreation Manager  
**The presentation was made by Mayor Nelson and received by members of the Parks Board; Terry Moore, Recreation Manager; and Curtis Hancock, Director of Public Works.**

#### WORK SESSIONS/BRIEFINGS

- 8A. Receive presentation on proposed amendments to the Rules of Procedure for the City Council and Boards and Commissions.  
Submitted by: Alan Bojorquez, City Attorney  
**Presentation was made by Alan Bojorquez, City Attorney.**

#### STAFF AND BOARD REPORTS

- 9A. Receive presentation on the unaudited Monthly Financial Report for the period ending May 31, 2023.  
Submitted by: Tracy Waldron, Chief Financial Officer  
**Presentation was made by Tracy Waldron, Chief Financial Officer**
- 9B. Receive presentation completed by Intelligent Consulting, LLC regarding the findings of the Development Services Department Assessment.  
Submitted by: Sylvia Carrillo, ICMA-CM, CPM, City Manager  
**Presentation was made by Sylvia Carrillo, ICMA-CM, CPM, City Manager.**

#### CONSENT AGENDA

**A motion was made by Council Member Lee to approve Items 11A, 11B, and 11C as listed on the Consent Agenda after being read into the record by City Secretary Ann Franklin. Seconded by Council Member Crouch, motion was approved on a 5-0 vote.**

- 11A. Consider action to approve City Council minutes from the June 13, 2023, Regular meeting; June 15, 2023, Town Hall meeting; and June 20, 2023, Canvassing.  
Submitted by: Ann Franklin, City Secretary
- 11B. Consider action of the City Council to award the contract to Vortex Lining Systems, LLC. in Resolution No. R-2023-93 for Tahitian Village Manhole Rehabilitation Project, in the sum not to exceed One Hundred Fifty Thousand Dollars, (\$150,000.00) as 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: Curtis Hancock, Director of Public Works
- 11C. Consider action to approve the second reading of Ordinance No. 2023-11, of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances Chapter 14, of the Bastrop Building Block (B3) Code, Article 2.4 Administration, Sec. 2.4.001(c) (1), and (4) Nonconforming Uses and Structures; (d) hanging

Nonconforming Use (1) (a) (i) (b) and (e); and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting.

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

#### ITEMS FOR INDIVIDUAL CONSIDERATION CONTINUED

- 12B. Consider action to approve Resolution R-2023-94 of the City Council of the City of Bastrop, Texas, approving the adoption of the land use assumptions and capital improvements plan related to the roadway impact fee study that was presented and discussed at the public hearing held on Tuesday, June 13, 2023.

Submitted by, Trey Job, Assistant City Manager

**Presentation was made by Trey Job, Assistant City Manager**

**A motion was made by Council Member Meyer approve Resolution No. R-2023-94, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.**

- 12H. Consider action to approve Resolution No. R-2023-97 of the City Council of the City of Bastrop, Texas, authorizing the City Manager to designate thirty parking spaces in the parking lot located at the corner of Willow Street and Farm Street at Fisherman's Park as parking for disabled patrons of the Big Bang event taking place on July 1, 2023: and providing an effective date.

Submitted by Terry Moore, Recreation Manager

**Presentation was made by Terry Moore, Recreation Manager**

**A motion was made by Council Member Plunkett approve Resolution No. R-2023-97, seconded by Council Member Crouch, motion was approved on a 5-0 vote.**

- 12I. Consider action to approve Resolution R-2023-98 of the city council of the city of Bastrop, Texas, authorizing the city manager to sell certain real property located at the 2000 Block of Mill Street, Building Block 142 East of Water Street, and the 2000 Block of South Street, Building Block 143 East of Water Street.

Submitted by Trey Job, Assistant City Manager

**Presentation was made by Trey Job, Assistant City Manager**

**A motion was made by Council Member Lee approve Resolution No. R-2023-97, seconded by Council Member Crouch, motion was approved on a 5-0 vote.**

- 12J. Consider action to approve Resolution No. R-2023-101 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Blakey Owner Apartments, LLC, a Delaware Limited Liability Company for Pearl River, Phase One, Lot 1 & 2as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by Trey Job, Assistant City Manager

**Presentation was made by Trey Job, Assistant City Manager**

**A motion was made by Council Member Crouch approve Resolution No. R-2023-97, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.**

12K. Consider action to approve Resolution No. R-2023-100 of the City Council of the City of Bastrop, Texas, approving a License agreement for encroachment onto the Water Street right of way. between the City of Bastrop and Howards Design Limited LLC, as attached in Exhibit A, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Trey Job, Assistant City Manager

**Presentation was made by Trey Job, Assistant City Manager**

**A motion was made by Council Member Plunkett approve Resolution No. R-2023-97, seconded by Council Member Lee, motion was approved on a 5-0 vote.**

**EXECUTIVE SESSION**

**The City Council met at 11:08 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:**

2C. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding ambulance services.

**Mayor Nelson recessed the Executive Session at 11:20 p.m.**

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

No action taken.

**Adjourned at 11:20 p.m. without objection.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Mayor Connie Schroeder

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

**The Minutes were approved on July 11, 2023, by Council Member Name’s motion, Council Member Name’s second. The motion was approved on a 5-0 vote.**





# STAFF REPORT

**MEETING DATE:** July 11, 2023

**TITLE:**

Consider action to approve the second reading of Ordinance No. 2023-20 of the City Council of the City of Bastrop, Texas approving the Fiscal Year 2024 Annual Service Plan Update, including provisions related to assessments for the Hunters Crossing Public Improvement District; approving a Fiscal Year 2024 assessment roll for the District; and containing other provisions related to the Hunters Crossing Public Improvement District and the Hunters Crossing Local Government Corporation; and providing for an effective date.

**AGENDA ITEM SUBMITTED BY:**

Tracy Waldron, Chief Financial Officer

**BACKGROUND/HISTORY:**

The Hunters Crossing Public Improvement District (the "PID") was created by the City of Bastrop, Texas and is operating under the authority of Chapter 372, Texas Local Government Code. The City previously determined the estimated cost of certain public improvements for the PID and the method of assessment for the costs of such Public Improvements and adopted a Service and Assessment Plan for the PID.

Texas Local Government Code Section 372.013 requires the ongoing service plan to be presented to the governing body of the municipality for review and approval, which was done in 2003. The statute further requires the ongoing service plan be reviewed and updated annually to determine the annual budget for improvements.

City Staff has prepared a proposed Fiscal Year 2024 Budget and Proposed Assessments for the Operations and Maintenance Project Costs for Fiscal Year 2024 based on the updated service plan and presented it to the public and the Hunters Crossing Local Government Corporation (LGC) for consideration. The LGC on May 24, 2023, by Resolution of the Board, recommended approval of its proposed service plan, assessment levy and annual budget for Fiscal Year 2024. The LGC recommended that the assessment roll is incorporated into the Ordinance for City Council adoption as required by law.

The updated Service & Assessment Plan reflects no increase for all property assessments.

Texas Local Government Code section 372.016-.017 requires the governing body to prepare an assessment roll and adopt it by ordinance or order. The required procedure provided by law is:

- 1) Give proper notice;
- 2) Conduct a public hearing;
- 3) At the close of the hearing, hear and pass on any objection to the proposed assessments;
- 4) Amend any proposed assessment if warranted; and

5) Pass the ordinance to levy the assessment.

**FISCAL IMPACT:**

PID Assessments for FY2024

**RECOMMENDATION:**

Tracy Waldron, CFO recommends approval of the second reading of Ordinance No. 2023-20 of the City Council of the City of Bastrop, Texas approving the Fiscal Year 2024 Annual Service Plan Update, including provisions related to assessments for the Hunters Crossing Public Improvement District; approving a Fiscal Year 2024 assessment roll for the District; and containing other provisions related to the Hunters Crossing Public Improvement District and the Hunters Crossing Local Government Corporation; and providing for an effective date.

**ATTACHMENTS:**

- Ordinance 2023-20
- Exhibit A, FY 2024 Annual Service and Assessment Plan



**ORDINANCE NO. 2023-20**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS RELATED TO THE HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT; APPROVING THE FISCAL YEAR 2024 ANNUAL SERVICE PLAN UPDATE, INCLUDING PROVISIONS RELATED TO ASSESSMENTS FOR THE HUNTER’S CROSSING PUBLIC IMPROVEMENT DISTRICT; APPROVING A FISCAL YEAR 2024 ASSESSMENT ROLL FOR THE DISTRICT; AND CONTAINING OTHER PROVISIONS RELATED TO THE HUNTER’S CROSSING PUBLIC IMPROVEMENT DISTRICT AND THE HUNTER’S CROSSING LOCAL GOVERNMENT CORPORATION; PROVIDING FOR RATIFICATION OF PRIOR COUNCIL ACTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bastrop, Texas (the “City”), pursuant to and in accordance with the terms, provisions, and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “PID Act”), has previously established the “Hunters Crossing Public Improvement District” (the “District”), pursuant to Resolution No. R-2001-19 adopted by the City Council of the City (the “City Council”) on September 11, 2001 (the "Original Creation Authorization"); and

**WHEREAS**, on November 11, 2003, the City Council passed and approved Resolution No. R-2003-34 amending the Original Creation Authorization by reducing the estimated costs of the public improvements for the PID (the "Public Improvements") and modifying the method of assessment; and

**WHEREAS**, on December 9, 2003, the City Council passed and approved Ordinance No. 2003-35 (the "Original Assessment Ordinance") levying assessments and adopting the Service and Assessment Plan, including the Assessment Roll for the PID attached thereto (collectively, the “Service and Assessment Plan”); and

**WHEREAS**, on December 14, 2004, the City Council passed and approved Ordinance No. 2004-42 (the Original Assessment Ordinance as amended by Ordinance No. 2004-42, and as the same may be amended from time to time, is referred to collectively as the “Assessment Ordinance”), to correct omissions or mistakes discovered in the Assessment Roll consisting of scrivener's and mathematical errors as well as a failure to denote the effects of rounding in the conversion of square feet; and

**WHEREAS**, the service plan and assessment roll contained in the Service and Assessment Plan are required to be reviewed and updated annually pursuant to the PID Act; and

**WHEREAS**, the Hunter’s Crossing Local Government Corporation “HCLGC” was established by the City Council to operate the District and make recommendations to the City Council regarding District operation which is controlled by the City Council, including the District’s annual service plan update and assessment roll.

**WHEREAS**, the HCLGC met on May 24, 2023, where the Board deliberated upon the Annual Service Plan Update, including the FY2024 Assessment Roll item and unanimously

approved its recommendation to the City Council for adoption as the Fiscal Year 2024 annual update to the Service Plan and FY2024 Assessment Roll.

**WHEREAS**, after staff and consultant preparation, public hearing was conducted in accordance with the Texas Open Meetings Act on June 27, 2023, where the Hunters Crossing Public Improvement District Fiscal Year 2024 Annual Service Plan Update, including the FY2024 Assessment Roll (attached hereto as Exhibit A) was presented; where opportunity for public testimony was provided; and

**WHEREAS**, the City Council now desires to proceed with the adoption of this Ordinance to conduct the annual update to the Service and Assessment Plan and set forth the FY2024 Assessment Roll, in conformity with the requirements of the PID Act; and

**WHEREAS**, the City Council finds the passage of this Ordinance is required by the PID Act and is in the best interest of the citizens of Bastrop.

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

**Section 1. Terms.**

Terms not otherwise defined herein, including in the preambles to this Ordinance, have the meanings ascribed thereto as set forth in the FY2024 Annual Service Plan Update.

**Section 2. Findings.**

The findings and determinations set forth in the recitals hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

**Section 3. Ratification of Previous City Council Actions.**

The City Council does hereby approve and ratify all prior actions of the City Council taken related to the Hunters Crossing Public Improvement District, including the creation of the District and the levy of assessments.

**Section 4. Service and Assessment Plan.**

The City Council of the City of Bastrop, Texas does hereby approve and adopt the Service and Assessment Plan, dated June 27, 2023, as the FY2024 Annual Service Plan Update for the District, a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes.

**Section 5. Assessment Roll.**

The Assessment Roll attached to the FY2024 Annual Service Plan Update is hereby accepted and approved pursuant to the PID Act as the assessment roll of the District.

**Section 6. Method of Assessment.**

The method of apportioning the Costs of the Authorized Improvements is set forth in the FY2024 Annual Service Plan Update.

**Section 7. Penalties and Interest on Delinquent Assessments.**

Delinquent Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Amended and Restated Service and Assessment Plan and as allowed by law.

**Section 8. Lien Priority.**

The City Council intends for the obligations, covenants and burdens on the landowners of the Assessed Property, including without limitation such landowners' obligations related to payment of the Assessment and the Annual Installments thereof, to constitute covenants that shall run with the land. The Assessment and Annual Installments thereof, which were levied by the Assessment Ordinance and which are described in and apportioned by the FY 2024 Annual Service Plan Update, shall be binding upon the landowners of the Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. The Assessment shall have lien priority as specified in the PID Act.

**Section 9. Appointment of Administrator and Collector of Assessments.**

(a) Appointment of Administrator.

The Hunters Crossing Local Government Corporation was designated by the City as the Administrator of the Service and Assessment Plan and of the Assessment levied by the Assessment Ordinance (the "Administrator"). The Administrator shall perform the duties of the Administrator described in Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Operational and Maintenance Supplemental Service. The City delegates authority to the City Manager (or her designee) to appoint the Administrator or a replacement Administrator.

(b) Appointment of Collector.

The Bastrop County Tax Assessor-Collector is hereby appointed and designated as the collector of the Assessment (the "Collector"). The City Manager, or her assignee, is directed to provide the Assessment Roll to the Collector no later than close of business on September 30, 2023, and to request that such assessments be assessed to and collected from Assessed Property in the PID.

**Section 10. Applicability of Tax Code.**

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of Assessment by the City.

**Section 11. Filing in Land Records.**

The City Secretary is directed to cause a copy of this Ordinance, including the FY2024 Annual Service Plan Update and Assessment Roll, to be recorded in the real property records of Bastrop County. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council.

**Section 12. Severability.**

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

**Section 13. Conflict.**

All other ordinances in conflict herewith are hereby repealed, but only to the extent of any such conflict or inconsistency.

**Section 14. Public Meeting.**

The City Council met in two public meetings conducted in compliance with the Texas Open Meetings Act, and which allowed the public to address the City Council on the passage of this Ordinance, the first on June 27, 2023, and the second on July 11, 2023, and took all necessary action to adopt this ordinance by majority vote of the City Council.

**Section 15. Effective Date.**

This Ordinance shall take effect and the provisions and terms of the FY2024 Annual Service Plan Update and Assessment Roll shall be and become effective upon passage and execution hereof.

READ and ACKNOWLEDGED on First Reading on the 27<sup>th</sup> day of June 2023.

READ and ADOPTED on the Second Reading on the 11<sup>th</sup> day of July 2023.

**ADOPTED:**

By: \_\_\_\_\_  
Connie Schroeder, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_  
George Hyde, Special Legal Counsel to City of Bastrop, Texas



**EXHIBIT A**

**HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT  
FY 2024 Annual Service Plan Update and Assessment Roll  
[Attached]**



HUNTERS CROSSING  
PUBLIC IMPROVEMENT DISTRICT  
FY 2024 ANNUAL SERVICE PLAN UPDATE

June 27, 2023

## INTRODUCTION

Capitalized terms used in this Annual Service Plan Update shall have the meanings set forth in the Hunters Crossing Public Improvement District 2019 Amended and Restated Service and Assessment Plan, dated September 24, 2019 (the “2019 Amended and Restated SAP”).

On September 11, 2001, the City passed and approved Resolution No. R-2001-19 authorizing the establishment of the Bastrop Hunters Crossing Public Improvement District in accordance with the Act, which authorization was effective upon publication as required by the Act. On November 11, 2003, the City Council approved Resolution No. R-2003-34 amending the Original Creation Authorization by reducing the estimated costs of the Authorized Improvements from \$14,500,000 to \$12,476,000 and modifying the method of assessment.

On December 9, 2003 the City passed and approved Ordinance No. 2003-35, the initial levy of assessments on the approximately 283.001 acre parcel comprising the District, at \$11,961,260 for Capital Assessments and \$5,400,000 for the operation and maintenance of the District (Assessment levied is a grand total of \$17,361,260 in the aggregate). The purpose of the District is to finance certain public improvement projects that confer a special benefit on approximately 283.001 acres within the corporate limits of the City, located south of State Highway No. 71, west of State Highway No. 304, and east of Bear Hunter Drive.

Incorporated in the Original Assessment Ordinance was the 2003 SAP and Assessment Roll for the District and levied in lump sum the assessments shown on the 2003 Assessment Roll. On December 14, 2004, the City Council passed and approved Ordinance No. 2004-42 to correct omissions or mistakes discovered in the Assessment Roll consisting of scrivener's and mathematical errors as well as a failure to denote the effects of rounding in the conversion of square feet. Section 4 of Ordinance No. 2004-42 states: All ordinances, parts of ordinances or resolutions in conflict herewith are expressly repealed.

Under the 2003 SAP, assessments were levied in lump sum on a 283.001-acre parcel of property comprising the District. Under the 2019 Amended and Restated SAP, the assessments were allocated on a parcel-by-parcel basis to 27.434 acres of commercial property, 24.523 acres of multi-family property, 510 single family lots, and 37.937 acres of undeveloped land. Parcel 90301 was excluded from the Capital Assessment portion of the 2019 Amended and Restated SAP because that property's Capital Assessment was reduced to zero by a developer contribution payment. Parcel 98555 was also excluded from the 2019 Amended and Restated SAP because its use is limited to drainage, so its Assessment was reduced to zero as it is non-benefitted property. The 37.937 acres of undeveloped property is anticipated to be developed with multi-family uses.

In the Fall of 2017, property owner inquiries regarding the operation of the District resulted in the Hunters Crossing Local Government Corporation and the new City Council to engage professionals to examine the state of the District and engage with the Original Developer and subsequently the current Developer to reconcile the District operation. Contemporaneously, approximately 15 residents of the District initiated legal action against a host of civil defendants alleging liability for flood damage to their homes in the District. The legal action placed the City, Hunters Crossing Local Government Corporation, the Original Developer, among several others in litigation as Defendants.

Municipal records prior to the Fall of 2017 do not clearly demonstrate statutory compliance in the operation of the District. Legal counsel for the City, the Hunters Crossing Local Government Corporation and the Developer found several provisions of the existing 2003 SAP unworkable, necessitating the 2019 Amended and Restated SAP.

The Original Developer issued written notice of assignment of the District Development and Reimbursement Agreement to TF Hunters Crossing, LP., the current Developer in February 2018, placing additional complexities into the examination. After months of examination, evaluation, and development of materials to reconcile the District operation, the preparation of amended and restated documentation including the 2019 Amended and Restated SAP, were necessary to support the continued operation of the District to its conclusion.

On September 10, 2019, the City Council approved Ordinance No. 2019-40, and on September 24, 2019, City Council adopted Ordinance No. 2019-40 , which approved and accepted the 2019 Amended and Restated SAP, including the updated Assessment Roll, which replaced the 2003 SAP in its entirety.

On October 29, 2019, three property owners within the District challenged Ordinance No. 2019, by filing claims in the U.S. District Court, Western District, Austin Division.

On August 25, 2020, the City Council approved Ordinance No. 2020-23 which updated the Assessment Roll for 2020.

On July 13, 2021, the City Council approved Ordinance No. 2021-08 which updated the Assessment Roll for 2021.

On September 29, 2021, U.S. District Judge Pitman entered judgment in favor of the city and the District, dismissing all claims.

On October 28, 2021, two of the three property owners who challenged the ordinance, appealed the judgment in favor of the city and the District to the U.S. Fifth Circuit Court of appeals. Oral argument in this matter is set to take place on July 6, 2022, as the appeal is still pending.

On July 12, 2022, the City Council approved Ordinance No. 2022-17 which updated the Assessment Roll for 2022.

Pursuant to the PID Act, the 2019 Amended and Restated SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2023. This Annual Service Plan Update also updates the Assessment Roll for 2023.

## AUTHORIZED IMPROVEMENTS

The Authorized Improvements consist of water distribution system improvements, wastewater collection system improvements, storm drainage and detention improvements, public street improvements, and landscaping, open space, recreational, and park improvements. The Authorized Improvements are all complete.

## OUTSTANDING ASSESSMENTS

The Fiscal Year 2023 SAP Update identified the total unpaid Capital Assessment as \$3,850,017.21. A total of \$351,287.12<sup>1</sup> in Capital Assessment installments were billed for FY 2023, resulting in \$3,498,730.09 in Capital Assessments outstanding. The outstanding Capital Assessment per parcel is shown in the table below.

Property ID	Capital Assessment Unpaid	Capital Assessment FY 2023 Installment	Capital Assessment Unpaid After FY 2023 Installment
Commercial Lots			
.071/square foot			
90301	\$ -	\$ -	\$ -
90754	\$ 24,810.10	\$ 3,544.30	\$ 21,265.80
90302	\$ 21,887.46	\$ 3,126.78	\$ 18,760.68
97463	\$ 12,794.74	\$ 1,827.82	\$ 10,966.92
97464	\$ 20,826.68	\$ 2,975.24	\$ 17,851.44
90303	\$ 43,116.15	\$ 4,790.69	\$ 38,325.46
92325	\$ 27,472.97	\$ 3,924.71	\$ 23,548.26
95378	\$ 24,222.50	\$ 3,027.81	\$ 21,194.69
95379	\$ 33,772.97	\$ 4,824.71	\$ 28,948.26
115192	\$ 51,064.57	\$ 4,642.23	\$ 46,422.34
30102	\$ 218,527.24	\$ 19,862.96	\$ 198,664.28
114958	\$ 248,899.99	\$ 22,626.63	\$ 226,273.36
127995 [a]	\$ 165,564.35	\$ 9,593.74	\$ 155,970.61
114957	\$ 964.92	\$ 80.41	\$ 884.51
Multi-Family Lots			
.068/square foot			
104899	\$ 681,733.59	\$ 37,141.52	\$ 644,592.07
113268 [b]	\$ 723,958.98	\$ 35,497.57	\$ 688,461.41
Undeveloped Lots			
.068/square foot			
47760	\$ -	\$ -	\$ -
Single Family Lots			
Per Lot	\$ 3,040.00	\$ 380.00	\$ 2,660.00
Total (510 Lots)	\$ 1,550,400.00	\$ 193,800.00	\$ 1,356,600.00
DISTRICT TOTAL	\$ 3,850,017.21	\$ 351,287.12	\$ 3,498,730.09

[a] Per the 2019 Amended and Restated Service and Assessment Plan, the annual installment for the Capital Assessment was established to be \$9,593.74 and will be collected through 2034. This will result in an amount of \$50,439.47 that will not be paid.

[b] Per the 2019 Amended and Restated Service and Assessment Plan, the annual installment for the Capital Assessment was established to be \$35,497.57 and will be collected through 2041. This will result in an amount of \$49,505.15 that will not be paid.

<sup>1</sup> Does not account for delinquencies.

## ANNUAL INSTALLMENTS DUE 1/31/2024

- **Capital Assessment** - The Fiscal Year 2019 SAP Update identified annual installment for each property type for the Capital Assessment. Commercial Property is billed at \$0.071 per square foot of land area, Multifamily Property is billed at \$0.068 per square foot of land area, and residential lots are billed at \$380 per unit. The undeveloped lot prepaid the Capital Assessment. The total installment relating to the Capital Assessment due January 31, 2024 equals \$351,287.12, and a breakdown by parcel is shown in the table below.
- **Operation and Maintenance Supplemental Services Assessment** - The Fiscal Year 2023 SAP Update identified annual installment for each property type for the Operation and Maintenance Supplemental Services Assessment. Commercial, Multifamily, and Undeveloped Property is billed at \$0.045 per square foot of land area, and residential lots are billed at \$35.00 per unit. The total installment relating to the Operation and Maintenance Supplemental Services Assessment due January 31, 2024 equals \$221,566.54, and a breakdown by parcel is shown in the table below. A summary of the anticipated operation and maintenance expenses for Fiscal Year 2024 is attached as **Exhibit B**.

Property ID	Square Feet	Capital Assessment FY 2024 Installment	O&M Assessment FY 2024 Installment	Total FY 2024 Installment
<b>Commercial Lots</b>				
		.071/square foot	.045/square foot	
90301	611,233.92	\$ -	\$ 27,505.53	\$ 27,505.53
90754	49,919.76	\$ 3,544.30	\$ 2,246.39	\$ 5,790.69
90302	44,039.16	\$ 3,126.78	\$ 1,981.76	\$ 5,108.54
97463	25,743.96	\$ 1,827.82	\$ 1,158.48	\$ 2,986.30
97464	41,904.72	\$ 2,975.24	\$ 1,885.71	\$ 4,860.95
90303	67,474.44	\$ 4,790.69	\$ 3,036.35	\$ 7,827.04
92325	55,277.64	\$ 3,924.71	\$ 2,487.49	\$ 6,412.20
95378	42,645.24	\$ 3,027.81	\$ 1,919.04	\$ 4,946.85
95379	67,953.60	\$ 4,824.71	\$ 3,057.91	\$ 7,882.62
115192	65,383.56	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
30102	279,760.00	\$ 19,862.96	\$ 12,589.20	\$ 32,452.16
114958	318,684.96	\$ 22,626.63	\$ 14,340.82	\$ 36,967.45
127995	135,123.12	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
114957	1,132.56	\$ 80.41	\$ 50.97	\$ 131.38
<b>Multi-Family Lots</b>				
		.068/square foot	.045/square foot	
104899	546,198.84	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
113268	522,023.04	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
<b>Undeveloped Lots</b>				
		.068/square foot	.045/square foot	
47760	1,652,535.72	\$ -	\$ 74,364.11	\$ 74,364.11
<b>Single Family Lots</b>				
Per Lot	NA	\$ 380.00	\$ 35.00	\$ 415.00
Total (510 Lots)	NA	\$ 193,800.00	\$ 17,850.00	\$ 211,650.00
<b>DISTRICT TOTAL</b>		<b>\$ 351,287.12</b>	<b>\$ 221,566.54</b>	<b>\$ 572,853.66</b>

## SERVICE PLAN - FIVE YEAR BUDGET FORECAST

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

Installment Due	1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Capital Assessment Installment	\$ 351,287.12	\$ 351,287.12	\$ 351,287.12	\$ 351,287.12	\$ 351,287.12
O&M Assessment Installment	\$ 221,566.54	\$ 221,566.54	\$ 221,566.54	\$ 221,566.54	\$ 221,566.54
	\$ 572,853.66	\$ 572,853.66	\$ 572,853.66	\$ 572,853.66	\$ 572,853.66

## ASSESSMENT ROLL

The list of Parcels within the District, the corresponding outstanding Assessments, and current Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A**. The Parcels shown on the Assessment Roll will receive the bills for the FY 2024 Annual Installments which will be delinquent if not paid by January 31, 2024.



**EXHIBIT A – ASSESSMENT ROLL**

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2024 Installment	O&M Assessment FY 2024 Installment	Total FY 2024 Installment
90301	\$ -	\$ -	\$ 27,505.53	\$ 27,505.53
90754	\$ 21,265.80	\$ 3,544.30	\$ 2,246.39	\$ 5,790.69
90302	\$ 18,760.68	\$ 3,126.78	\$ 1,981.76	\$ 5,108.54
97463	\$ 10,966.92	\$ 1,827.82	\$ 1,158.48	\$ 2,986.30
97464	\$ 17,851.44	\$ 2,975.24	\$ 1,885.71	\$ 4,860.95
90303	\$ 38,325.46	\$ 4,790.69	\$ 3,036.35	\$ 7,827.04
92325	\$ 23,548.26	\$ 3,924.71	\$ 2,487.49	\$ 6,412.20
95378	\$ 21,194.69	\$ 3,027.81	\$ 1,919.04	\$ 4,946.85
95379	\$ 28,948.26	\$ 4,824.71	\$ 3,057.91	\$ 7,882.62
115192	\$ 46,422.34	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
30102	\$ 198,664.28	\$ 19,862.96	\$ 12,589.20	\$ 32,452.16
114958	\$ 226,273.36	\$ 22,626.63	\$ 14,340.82	\$ 36,967.45
127995 [a]	\$ 155,970.61	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
114957	\$ 884.51	\$ 80.41	\$ 50.97	\$ 131.38
104899	\$ 644,592.07	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
113268 [b]	\$ 688,461.41	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
47760	\$ -	\$ -	\$ 74,364.11	\$ 74,364.11
98372	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98370	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
95416	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98355	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98380	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98354	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
95395	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
95386	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98373	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
95415	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
95390	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98356	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
95396	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98374	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
95414	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
95389	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98359	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98352	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
95397	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
95384	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98351	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
95398	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
95412	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2024 Installment	O&M Assessment FY 2024 Installment	Total FY 2024 Installment
95387	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98350	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
95399	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
95411	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98627	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
95400	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
95410	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98626	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
95401	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
95409	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98625	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
95402	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98601	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
95408	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
95407	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
95404	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98622	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98621	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98619	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98617	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104777	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98338	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98346	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104871	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
95391	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98361	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98369	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
95392	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98347	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98337	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98345	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104870	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98371	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98360	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98379	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104854	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98353	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
95381	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
95385	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
95393	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98336	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98344	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98357	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98378	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
95394	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98335	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98343	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98375	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
95413	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
95388	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2024 Installment	O&M Assessment FY 2024 Installment	Total FY 2024 Installment
98358	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98377	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98366	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98342	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98376	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98365	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98333	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98341	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98364	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98340	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98602	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98339	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104857	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104856	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98624	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
95403	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98600	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98623	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98599	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
95405	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98598	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98638	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98620	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98628	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98597	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98604	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98639	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98596	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98640	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98618	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98630	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98595	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98641	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98631	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98594	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98616	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98632	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98593	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98643	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98615	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98592	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98644	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98614	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98634	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98591	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98645	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98613	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98635	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98590	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98646	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2024 Installment	O&M Assessment FY 2024 Installment	Total FY 2024 Installment
98612	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98647	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98611	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98637	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98648	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
95202	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104881	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
99616	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98362	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104855	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104889	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104872	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104863	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104882	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
99617	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104890	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98368	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104873	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104869	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104862	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104883	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
99618	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104853	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104891	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98367	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104874	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104868	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104861	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104884	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
99619	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104852	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104892	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104875	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98334	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104867	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104860	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104885	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
99620	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104851	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104893	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104876	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104859	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104886	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
99621	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104850	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109244	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104877	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104865	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104858	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104887	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2024 Installment	O&M Assessment FY 2024 Installment	Total FY 2024 Installment
99622	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104849	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109243	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104846	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104878	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104888	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
99623	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104847	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104879	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109241	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104848	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109240	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
95406	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98629	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98605	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98606	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98607	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98642	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98608	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109258	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98633	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98609	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98610	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98636	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98589	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104809	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104766	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104773	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104767	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104774	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104768	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104791	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104812	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104769	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104792	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104813	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104793	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104814	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104771	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104794	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104815	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104772	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104795	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104796	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104834	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104797	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104833	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104798	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104832	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104799	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2024 Installment	O&M Assessment FY 2024 Installment	Total FY 2024 Installment
104831	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104800	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104830	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104801	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104829	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104828	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104802	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104827	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104803	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104826	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104804	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104825	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104806	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104866	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104864	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
95380	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
95383	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
95382	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104845	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109242	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109263	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109251	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109239	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109262	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109252	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109238	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109261	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109253	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109237	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109260	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109254	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109236	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109259	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109250	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109255	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109235	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109249	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109256	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109234	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109248	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109221	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109233	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104819	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104810	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109222	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109228	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109232	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104820	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104811	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109223	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2024 Installment	O&M Assessment FY 2024 Installment	Total FY 2024 Installment
103255	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104786	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104775	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109227	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109231	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104821	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109224	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109246	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104787	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104776	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109226	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109230	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104822	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104770	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109225	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109247	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109229	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104823	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104778	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104824	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104779	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104816	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104780	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104817	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104781	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104818	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104782	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104783	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104785	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104805	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
98603	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104788	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104789	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104790	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
104784	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
111961	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
111986	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
111987	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
111974	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
111988	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
111973	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
111989	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
111971	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
111970	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
111991	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
111964	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
111966	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
111968	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
111983	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
111969	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2024 Installment	O&M Assessment FY 2024 Installment	Total FY 2024 Installment
111982	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
111980	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
111979	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
111978	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115217	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115218	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115219	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115220	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115221	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115222	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115240	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115223	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115224	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115242	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115243	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115226	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
111976	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115227	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
111975	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
111972	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
111990	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
109644	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
111962	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
111992	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
111963	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
111965	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
111967	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
111984	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
111981	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
111977	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115215	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115230	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115213	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115231	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115214	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115254	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115253	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115256	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115252	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115216	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115257	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115234	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115251	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115258	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115235	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115250	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115259	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115236	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115249	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115260	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00



Property ID	Outstanding Capital Assessment	Capital Assessment FY 2024 Installment	O&M Assessment FY 2024 Installment	Total FY 2024 Installment
115237	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115261	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115238	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115247	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115262	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115239	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115246	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115263	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115245	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115241	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115244	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115229	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115228	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124637	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124639	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124640	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124642	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124643	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124644	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124645	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124648	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115233	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115248	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115265	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124660	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124673	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124661	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124674	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124659	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124662	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124638	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124675	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124663	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124676	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124657	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124664	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124677	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124656	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124665	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124641	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124678	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124655	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124666	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124679	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124654	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124667	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124680	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124653	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124668	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124681	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2024 Installment	O&M Assessment FY 2024 Installment	Total FY 2024 Installment
124652	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124669	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124682	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124651	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124670	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124646	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124650	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124671	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124647	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124684	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124649	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124685	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127971	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127978	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127946	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127917	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127990	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127979	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127922	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127947	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127969	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127918	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127989	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127980	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127921	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127948	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127968	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127919	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127988	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127949	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127967	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127966	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127951	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127965	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127952	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127964	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127953	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127955	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127987	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127945	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
115232	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127986	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127944	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127957	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127985	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127943	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127984	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127942	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127959	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127983	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2024 Installment	O&M Assessment FY 2024 Installment	Total FY 2024 Installment
127941	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127960	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127991	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127982	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127940	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127961	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127981	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127939	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127962	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
113267	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127938	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127963	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127937	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127935	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127934	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127933	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124658	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
124683	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127924	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127923	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127910	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127911	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127915	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127914	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127913	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127936	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127970	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127920	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127950	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127954	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127956	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127958	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127992	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127908	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127909	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127916	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
127912	\$ 2,660.00	\$ 380.00	\$ 35.00	\$ 415.00
<b>Total</b>	<b>\$ 3,498,730.09</b>	<b>\$ 351,287.12</b>	<b>\$ 221,566.54</b>	<b>\$ 572,853.66</b>

[a] Per the 2019 Amended and Restated Service and Assessment Plan, the annual installment for the Capital Assessment was established to be \$9,593.74 and will be collected through 2034. This will result in an amount of \$50,439.47 that will not be paid.

[b] Per the 2019 Amended and Restated Service and Assessment Plan, the annual installment for the Capital Assessment was established to be \$35,497.57 and will be collected through 2041. This will result in an amount of \$49,505.15 that will not be paid.

*Note: Totals may not sum due to rounding.*

## EXHIBIT B – OPERATION AND MAINTENANCE EXPENSES

	Fiscal Year 2024 [a]
<b>Maintenance &amp; Repairs</b>	
Irrigation	\$ 10,000
Miscellaneous Repairs	1,000
Miscellaneous Projects	-
<b>Total Maintenance &amp; Repairs</b>	\$ 11,000
 <b>Contractual Services</b>	
Mowing Services	\$ 88,380
Maintenance Services	-
Professional Services/ Audit	6,000
Legal Fees	5,000
Legal Fees-Taxes	250
Admin Support-PID Consultant	5,000
Property Tax Fees	1,725
<b>Total Contractual Services:</b>	\$ 106,355
 <b>Occupancy</b>	
Utilities	\$ 10,500
Well User Fees	764
<b>Total Occupancy:</b>	\$ 11,264
 <b>Miscellaneous &amp; Other</b>	
Miscellaneous Expenses	\$ 500
	\$ 500
 <b>Transfers Out</b>	
Transfer to Debt Service	\$ 74,900
	\$ 74,900
 <b>Contingency</b>	
Contingency	\$ 17,548
	\$ 17,548
 <b>Total</b>	 <b>\$ 221,567</b>

*[a] Expenditures were determined by proposed Fiscal Year 2024 budget provided by City on 5/17/23.*

## HOMEBUYER DISCLOSURES

Homebuyer Disclosures for each Parcel within the District are found in this Exhibit:

- Residential Lot
- Parcel 90301
- Parcel 90754
- Parcel 90302
- Parcel 97463
- Parcel 97464
- Parcel 90303
- Parcel 92325
- Parcel 95378
- Parcel 95379
- Parcel 115192
- Parcel 30102
- Parcel 114958
- Parcel 127995
- Parcel 114957
- Parcel 104899
- Parcel 113268
- Parcel 47760

## HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – RESIDENTIAL LOT BUYER DISCLOSURE

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

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

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

**RESIDENTIAL LOT PRINCIPAL ASSESSMENT: \$2,695.00<sup>2</sup>**

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

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

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

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

\_\_\_\_\_

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

<sup>2</sup> Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/24. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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



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

DATE:

DATE:

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

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

STATE OF TEXAS

§

§

COUNTY OF BASTROP

§

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

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

§

§

COUNTY OF BASTROP

§

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

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

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

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

**ANNUAL INSTALLMENTS - RESIDENTIAL LOT**

<b>Installment Due 1/31</b>	<b>Capital Assessment Installments [a]</b>	<b>O&amp;M Assessment Installments [b]</b>	<b>Total</b>
2024	\$ 380.00	\$ 35.00	\$ 415.00
2025	\$ 380.00	\$ 35.00	\$ 415.00
2026	\$ 380.00	\$ 35.00	\$ 415.00
2027	\$ 380.00	\$ 35.00	\$ 415.00
2028	\$ 380.00	\$ 35.00	\$ 415.00
2029	\$ 380.00	\$ 35.00	\$ 415.00
2030	\$ 380.00	\$ 35.00	\$ 415.00
<b>Total</b>	<b>\$ 2,660.00</b>	<b>\$ 245.00</b>	<b>\$ 2,905.00</b>

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2023 SAP Update showed an outstanding balance of \$3,040 per lot, with an annual installment of \$380. Following the payment due 1/31/23, \$2,660 remains outstanding per residential lot.

[b] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is a total of \$650.00 per Single Family Residential Lot. To date, the District has collected \$2,012,670.22 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 62.73% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

**HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 90301 BUYER  
DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

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

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

**PARCEL 90301 PRINCIPAL ASSESSMENT: \$27,505.53<sup>2</sup>**

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

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

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

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

\_\_\_\_\_

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

<sup>2</sup> Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/24. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

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COUNTY OF BASTROP

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

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

§

§

COUNTY OF BASTROP

§

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

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

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

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



**ANNUAL INSTALLMENTS - PARCEL 90301**

<b>Installment Due 1/31</b>	<b>Capital Assessment Installments [a]</b>	<b>O&amp;M Assessment Installments [b]</b>	<b>Total</b>
2024	\$ -	\$ 27,505.53	\$ 27,505.53
2025	\$ -	\$ 27,505.53	\$ 27,505.53
2026	\$ -	\$ 27,505.53	\$ 27,505.53
2027	\$ -	\$ 27,505.53	\$ 27,505.53
2028	\$ -	\$ 27,505.53	\$ 27,505.53
2029	\$ -	\$ 27,505.53	\$ 27,505.53
2030	\$ -	\$ 27,505.53	\$ 27,505.53
2031	\$ -	\$ 27,505.53	\$ 27,505.53
2032	\$ -	\$ 27,505.53	\$ 27,505.53
2033	\$ -	\$ 27,505.53	\$ 27,505.53
2034	\$ -	\$ 27,505.53	\$ 27,505.53
<b>Total</b>	<b>\$ -</b>	<b>\$ 302,560.79</b>	<b>\$ 302,560.79</b>

[a] Parcel 90301 assessment was reduced to zero by a developer contribution payment.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,012,670.22 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 62.73% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

**HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 90754 BUYER  
DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

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

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

**PARCEL 90754 PRINCIPAL ASSESSMENT: \$23,512.19<sup>2</sup>**

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

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

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

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

\_\_\_\_\_

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

<sup>2</sup> Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/24. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS                                   §  
  §  
COUNTY OF BASTROP                         §

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

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

§

§

COUNTY OF BASTROP

§

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

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

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

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

**ANNUAL INSTALLMENTS - PARCEL 90754**

<b>Installment Due 1/31</b>	<b>Capital Assessment Installments [a]</b>	<b>O&amp;M Assessment Installments [b]</b>	<b>Total</b>
2024	\$ 3,544.30	\$ 2,246.39	\$ 5,790.69
2025	\$ 3,544.30	\$ 2,246.39	\$ 5,790.69
2026	\$ 3,544.30	\$ 2,246.39	\$ 5,790.69
2027	\$ 3,544.30	\$ 2,246.39	\$ 5,790.69
2028	\$ 3,544.30	\$ 2,246.39	\$ 5,790.69
2029	\$ 3,544.30	\$ 2,246.39	\$ 5,790.69
2030	\$ -	\$ 2,246.39	\$ 2,246.39
2031	\$ -	\$ 2,246.39	\$ 2,246.39
2032	\$ -	\$ 2,246.39	\$ 2,246.39
2033	\$ -	\$ 2,246.39	\$ 2,246.39
2034	\$ -	\$ 2,246.39	\$ 2,246.39
<b>Total</b>	<b>\$ 21,265.80</b>	<b>\$ 24,710.28</b>	<b>\$ 45,976.08</b>

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2024 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,012,670.22 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 62.73% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

**HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 90302 BUYER  
DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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



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

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

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

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

**PARCEL 90302 PRINCIPAL ASSESSMENT: \$23,742.44<sup>2</sup>**

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

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

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

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

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

<sup>2</sup> Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/24. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

§

§

COUNTY OF BASTROP

§

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

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS                                   §  
  §  
COUNTY OF BASTROP                         §

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

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

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

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

**ANNUAL INSTALLMENTS - PARCEL 90302**

<b>Installment Due 1/31</b>	<b>Capital Assessment Installments [a]</b>	<b>O&amp;M Assessment Installments [b]</b>	<b>Total</b>
2024	\$ 3,126.78	\$ 1,981.76	\$ 5,108.54
2025	\$ 3,126.78	\$ 1,981.76	\$ 5,108.54
2026	\$ 3,126.78	\$ 1,981.76	\$ 5,108.54
2027	\$ 3,126.78	\$ 1,981.76	\$ 5,108.54
2028	\$ 3,126.78	\$ 1,981.76	\$ 5,108.54
2029	\$ 3,126.78	\$ 1,981.76	\$ 5,108.54
2030	\$ -	\$ 1,981.76	\$ 1,981.76
2031	\$ -	\$ 1,981.76	\$ 1,981.76
2032	\$ -	\$ 1,981.76	\$ 1,981.76
2033	\$ -	\$ 1,981.76	\$ 1,981.76
2034	\$ -	\$ 1,981.76	\$ 1,981.76
<b>Total</b>	<b>\$ 18,760.68</b>	<b>\$ 21,799.38</b>	<b>\$ 40,560.06</b>

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2024 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,012,670.22 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 62.73% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

**HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 97463 BUYER  
DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

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

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

**PARCEL 97463 PRINCIPAL ASSESSMENT: \$12,125.40<sup>2</sup>**

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

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

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

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

\_\_\_\_\_

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

<sup>2</sup> Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/24. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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



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

DATE:

DATE:

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

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

STATE OF TEXAS

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COUNTY OF BASTROP

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

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

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COUNTY OF BASTROP

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

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

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

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

**ANNUAL INSTALLMENTS - PARCEL 97463**

<b>Installment Due 1/31</b>	<b>Capital Assessment Installments [a]</b>	<b>O&amp;M Assessment Installments [b]</b>	<b>Total</b>
2024	\$ 1,827.82	\$ 1,158.48	\$ 2,986.30
2025	\$ 1,827.82	\$ 1,158.48	\$ 2,986.30
2026	\$ 1,827.82	\$ 1,158.48	\$ 2,986.30
2027	\$ 1,827.82	\$ 1,158.48	\$ 2,986.30
2028	\$ 1,827.82	\$ 1,158.48	\$ 2,986.30
2029	\$ 1,827.82	\$ 1,158.48	\$ 2,986.30
2030	\$ -	\$ 1,158.48	\$ 1,158.48
2031	\$ -	\$ 1,158.48	\$ 1,158.48
2032	\$ -	\$ 1,158.48	\$ 1,158.48
2033	\$ -	\$ 1,158.48	\$ 1,158.48
2034	\$ -	\$ 1,158.48	\$ 1,158.48
<b>Total</b>	<b>\$ 10,966.92</b>	<b>\$ 12,743.26</b>	<b>\$ 23,710.18</b>

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2024 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,012,670.22 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 62.73% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

**HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 97464 BUYER  
DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

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

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

**PARCEL 97464 PRINCIPAL ASSESSMENT: \$19,737.15<sup>2</sup>**

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

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

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

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

\_\_\_\_\_

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

<sup>2</sup> Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/24. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

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§

COUNTY OF BASTROP

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

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

§

§

COUNTY OF BASTROP

§

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

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

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

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



**ANNUAL INSTALLMENTS - PARCEL 97464**

<b>Installment Due 1/31</b>	<b>Capital Assessment Installments [a]</b>	<b>O&amp;M Assessment Installments [b]</b>	<b>Total</b>
2024	\$ 2,975.24	\$ 1,885.71	\$ 4,860.95
2025	\$ 2,975.24	\$ 1,885.71	\$ 4,860.95
2026	\$ 2,975.24	\$ 1,885.71	\$ 4,860.95
2027	\$ 2,975.24	\$ 1,885.71	\$ 4,860.95
2028	\$ 2,975.24	\$ 1,885.71	\$ 4,860.95
2029	\$ 2,975.24	\$ 1,885.71	\$ 4,860.95
2030	\$ -	\$ 1,885.71	\$ 1,885.71
2031	\$ -	\$ 1,885.71	\$ 1,885.71
2032	\$ -	\$ 1,885.71	\$ 1,885.71
2033	\$ -	\$ 1,885.71	\$ 1,885.71
2034	\$ -	\$ 1,885.71	\$ 1,885.71
<b>Total</b>	<b>\$ 17,851.44</b>	<b>\$ 20,742.84</b>	<b>\$ 38,594.28</b>

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2024 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,012,670.22 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 62.73% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

**HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 90303 BUYER  
DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

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

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

**PARCEL 90303 PRINCIPAL ASSESSMENT: \$41,361.81<sup>2</sup>**

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

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

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

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

\_\_\_\_\_

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

<sup>2</sup> Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/24. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

§

§

COUNTY OF BASTROP

§

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

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

§

§

COUNTY OF BASTROP

§

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

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

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

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

**ANNUAL INSTALLMENTS - PARCEL 90303**

<b>Installment Due 1/31</b>	<b>Capital Assessment Installments [a]</b>	<b>O&amp;M Assessment Installments [b]</b>	<b>Total</b>
2024	\$ 4,790.69	\$ 3,036.35	\$ 7,827.04
2025	\$ 4,790.69	\$ 3,036.35	\$ 7,827.04
2026	\$ 4,790.69	\$ 3,036.35	\$ 7,827.04
2027	\$ 4,790.69	\$ 3,036.35	\$ 7,827.04
2028	\$ 4,790.69	\$ 3,036.35	\$ 7,827.04
2029	\$ 4,790.69	\$ 3,036.35	\$ 7,827.04
2030	\$ 4,790.69	\$ 3,036.35	\$ 7,827.04
2031	\$ 4,790.63	\$ 3,036.35	\$ 7,826.98
2032	\$ -	\$ 3,036.35	\$ 3,036.35
2033	\$ -	\$ 3,036.35	\$ 3,036.35
2034	\$ -	\$ 3,036.35	\$ 3,036.35
<b>Total</b>	<b>\$ 38,325.46</b>	<b>\$ 33,399.85</b>	<b>\$ 71,725.31</b>

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2024 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,012,670.22 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 62.73% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

**HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 92325 BUYER  
DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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



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

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

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

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

**PARCEL 92325 PRINCIPAL ASSESSMENT: \$26,035.75<sup>2</sup>**

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

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

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

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

\_\_\_\_\_

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

<sup>2</sup> Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/24. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS                                   §  
  §  
COUNTY OF BASTROP                         §

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

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

§

§

COUNTY OF BASTROP

§

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

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

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

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

**ANNUAL INSTALLMENTS - PARCEL 92325**

<b>Installment Due 1/31</b>	<b>Capital Assessment Installments [a]</b>	<b>O&amp;M Assessment Installments [b]</b>	<b>Total</b>
2024	\$ 3,924.71	\$ 2,487.49	\$ 6,412.20
2025	\$ 3,924.71	\$ 2,487.49	\$ 6,412.20
2026	\$ 3,924.71	\$ 2,487.49	\$ 6,412.20
2027	\$ 3,924.71	\$ 2,487.49	\$ 6,412.20
2028	\$ 3,924.71	\$ 2,487.49	\$ 6,412.20
2029	\$ 3,924.71	\$ 2,487.49	\$ 6,412.20
2030	\$ -	\$ 2,487.49	\$ 2,487.49
2031	\$ -	\$ 2,487.49	\$ 2,487.49
2032	\$ -	\$ 2,487.49	\$ 2,487.49
2033	\$ -	\$ 2,487.49	\$ 2,487.49
2034	\$ -	\$ 2,487.49	\$ 2,487.49
<b>Total</b>	<b>\$ 23,548.26</b>	<b>\$ 27,362.43</b>	<b>\$ 50,910.69</b>

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2024 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,012,670.22 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 62.73% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

**HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 95378 BUYER  
DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

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

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

**PARCEL 95378 PRINCIPAL ASSESSMENT: \$23,113.73<sup>2</sup>**

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

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

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

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

\_\_\_\_\_

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

<sup>2</sup> Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/24. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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



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

DATE:

DATE:

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

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

STATE OF TEXAS

§

COUNTY OF BASTROP

§

§

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

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS                                   §  
  §  
COUNTY OF BASTROP                         §

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

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

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

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

**ANNUAL INSTALLMENTS - PARCEL 95378**

<b>Installment Due 1/31</b>	<b>Capital Assessment Installments [a]</b>	<b>O&amp;M Assessment Installments [b]</b>	<b>Total</b>
2024	\$ 3,027.81	\$ 1,919.04	\$ 4,946.85
2025	\$ 3,027.81	\$ 1,919.04	\$ 4,946.85
2026	\$ 3,027.81	\$ 1,919.04	\$ 4,946.85
2027	\$ 3,027.81	\$ 1,919.04	\$ 4,946.85
2028	\$ 3,027.81	\$ 1,919.04	\$ 4,946.85
2029	\$ 3,027.81	\$ 1,919.04	\$ 4,946.85
2030	\$ 3,027.81	\$ 1,919.04	\$ 4,946.85
2031	\$ 0.02	\$ 1,919.04	\$ 1,919.06
2032	\$ -	\$ 1,919.04	\$ 1,919.04
2033	\$ -	\$ 1,919.04	\$ 1,919.04
2034	\$ -	\$ 1,919.04	\$ 1,919.04
<b>Total</b>	<b>\$ 21,194.69</b>	<b>\$ 21,109.39</b>	<b>\$ 42,304.08</b>

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2024 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,012,670.22 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 62.73% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

**HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 95379 BUYER  
DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

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

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

**PARCEL 95379 PRINCIPAL ASSESSMENT: \$32,006.17<sup>2</sup>**

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

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

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

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

\_\_\_\_\_

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

<sup>2</sup> Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/24. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

§

COUNTY OF BASTROP

§

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

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

§

COUNTY OF BASTROP

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

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

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

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



**ANNUAL INSTALLMENTS - PARCEL 95379**

<b>Installment Due 1/31</b>	<b>Capital Assessment Installments [a]</b>	<b>O&amp;M Assessment Installments [b]</b>	<b>Total</b>
2024	\$ 4,824.71	\$ 3,057.91	\$ 7,882.62
2025	\$ 4,824.71	\$ 3,057.91	\$ 7,882.62
2026	\$ 4,824.71	\$ 3,057.91	\$ 7,882.62
2027	\$ 4,824.71	\$ 3,057.91	\$ 7,882.62
2028	\$ 4,824.71	\$ 3,057.91	\$ 7,882.62
2029	\$ 4,824.71	\$ 3,057.91	\$ 7,882.62
2030	\$ -	\$ 3,057.91	\$ 3,057.91
2031	\$ -	\$ 3,057.91	\$ 3,057.91
2032	\$ -	\$ 3,057.91	\$ 3,057.91
2033	\$ -	\$ 3,057.91	\$ 3,057.91
2034	\$ -	\$ 3,057.91	\$ 3,057.91
<b>Total</b>	<b>\$ 28,948.26</b>	<b>\$ 33,637.03</b>	<b>\$ 62,585.29</b>

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2024 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,012,670.22 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 62.73% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

**HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 115192 BUYER  
DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

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

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

**PARCEL 115192 PRINCIPAL ASSESSMENT: \$49,364.60<sup>2</sup>**

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

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

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

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

\_\_\_\_\_

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

<sup>2</sup> Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/24. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

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COUNTY OF BASTROP

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

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

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COUNTY OF BASTROP

§

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

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

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

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

**ANNUAL INSTALLMENTS - PARCEL 115192**

<b>Installment Due 1/31</b>	<b>Capital Assessment Installments [a]</b>	<b>O&amp;M Assessment Installments [b]</b>	<b>Total</b>
2024	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2025	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2026	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2027	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2028	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2029	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2030	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2031	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2032	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2033	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2034	\$ 0.04	\$ 2,942.26	\$ 2,942.30
<b>Total</b>	<b>\$ 46,422.34</b>	<b>\$ 32,364.86</b>	<b>\$ 78,787.20</b>

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2024 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,012,670.22 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 62.73% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

**HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 30102 BUYER  
DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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



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

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

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

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

**PARCEL 30102 PRINCIPAL ASSESSMENT: \$211,253.48<sup>2</sup>**

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

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

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

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

\_\_\_\_\_

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

<sup>2</sup> Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/24. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

§

COUNTY OF BASTROP

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

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

§

COUNTY OF BASTROP

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

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

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

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

**ANNUAL INSTALLMENTS - PARCEL 30102**

<b>Installment Due 1/31</b>	<b>Capital Assessment Installments [a]</b>	<b>O&amp;M Assessment Installments [b]</b>	<b>Total</b>
2024	\$ 19,862.96	\$ 12,589.20	\$ 32,452.16
2025	\$ 19,862.96	\$ 12,589.20	\$ 32,452.16
2026	\$ 19,862.96	\$ 12,589.20	\$ 32,452.16
2027	\$ 19,862.96	\$ 12,589.20	\$ 32,452.16
2028	\$ 19,862.96	\$ 12,589.20	\$ 32,452.16
2029	\$ 19,862.96	\$ 12,589.20	\$ 32,452.16
2030	\$ 19,862.96	\$ 12,589.20	\$ 32,452.16
2031	\$ 19,862.96	\$ 12,589.20	\$ 32,452.16
2032	\$ 19,862.96	\$ 12,589.20	\$ 32,452.16
2033	\$ 19,862.96	\$ 12,589.20	\$ 32,452.16
2034	\$ 34.68	\$ 12,589.20	\$ 12,623.88
<b>Total</b>	<b>\$ 198,664.28</b>	<b>\$ 138,481.20</b>	<b>\$ 337,145.48</b>

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2024 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,012,670.22 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 62.73% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

**HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 114958 BUYER  
DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

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

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

**PARCEL 114958 PRINCIPAL ASSESSMENT: \$240,614.18<sup>2</sup>**

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

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

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

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

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

<sup>2</sup> Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/24. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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



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

DATE:

DATE:

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

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

STATE OF TEXAS

§

COUNTY OF BASTROP

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

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

§

COUNTY OF BASTROP

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

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

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

\_\_\_\_\_

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

**ANNUAL INSTALLMENTS - PARCEL 114958**

<b>Installment Due 1/31</b>	<b>Capital Assessment Installments [a]</b>	<b>O&amp;M Assessment Installments [b]</b>	<b>Total</b>
2024	\$ 22,626.63	\$ 14,340.82	\$ 36,967.45
2025	\$ 22,626.63	\$ 14,340.82	\$ 36,967.45
2026	\$ 22,626.63	\$ 14,340.82	\$ 36,967.45
2027	\$ 22,626.63	\$ 14,340.82	\$ 36,967.45
2028	\$ 22,626.63	\$ 14,340.82	\$ 36,967.45
2029	\$ 22,626.63	\$ 14,340.82	\$ 36,967.45
2030	\$ 22,626.63	\$ 14,340.82	\$ 36,967.45
2031	\$ 22,626.63	\$ 14,340.82	\$ 36,967.45
2032	\$ 22,626.63	\$ 14,340.82	\$ 36,967.45
2033	\$ 22,626.63	\$ 14,340.82	\$ 36,967.45
2034	\$ 7.06	\$ 14,340.82	\$ 14,347.88
<b>Total</b>	<b>\$ 226,273.36</b>	<b>\$ 157,749.06</b>	<b>\$ 384,022.42</b>

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2024 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,012,670.22 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 62.73% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

**HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 127995 BUYER  
DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

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

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

**PARCEL 127995 PRINCIPAL ASSESSMENT: \$162,051.15<sup>2</sup>**

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

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

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

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

\_\_\_\_\_

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

<sup>2</sup> Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/24. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

§

COUNTY OF BASTROP

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

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

§

COUNTY OF BASTROP

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§

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

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

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

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



**ANNUAL INSTALLMENTS - PARCEL 127995**

<b>Installment Due 1/31</b>	<b>Capital Assessment Installments [a]</b>	<b>O&amp;M Assessment Installments [b]</b>	<b>Total</b>
2024	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2025	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2026	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2027	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2028	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2029	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2030	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2031	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2032	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2033	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2034	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
<b>Total</b>	<b>\$ 105,531.14</b>	<b>\$ 66,885.94</b>	<b>\$ 172,417.08</b>

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2024 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,012,670.22 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 62.73% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

**HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 114957 BUYER  
DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

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

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

**PARCEL 114957 PRINCIPAL ASSESSMENT: \$935.48<sup>2</sup>**

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

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

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

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

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

<sup>2</sup> Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/24. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

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COUNTY OF BASTROP

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

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

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COUNTY OF BASTROP

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

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

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

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

**ANNUAL INSTALLMENTS - PARCEL 114957**

<b>Installment Due 1/31</b>	<b>Capital Assessment Installments [a]</b>	<b>O&amp;M Assessment Installments [b]</b>	<b>Total</b>
2024	\$ 80.41	\$ 50.97	\$ 131.38
2025	\$ 80.41	\$ 50.97	\$ 131.38
2026	\$ 80.41	\$ 50.97	\$ 131.38
2027	\$ 80.41	\$ 50.97	\$ 131.38
2028	\$ 80.41	\$ 50.97	\$ 131.38
2029	\$ 80.41	\$ 50.97	\$ 131.38
2030	\$ 80.41	\$ 50.97	\$ 131.38
2031	\$ 80.41	\$ 50.97	\$ 131.38
2032	\$ 80.41	\$ 50.97	\$ 131.38
2033	\$ 80.41	\$ 50.97	\$ 131.38
2034	\$ 80.41	\$ 50.97	\$ 131.38
<b>Total</b>	<b>\$ 884.51</b>	<b>\$ 560.62</b>	<b>\$ 1,445.13</b>

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2024 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,012,670.22 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 62.73% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

**HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 104899 BUYER  
DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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



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

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

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

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

**PARCEL 104899 PRINCIPAL ASSESSMENT: \$669,171.02<sup>2</sup>**

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

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

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

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

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

<sup>2</sup> Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/24. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

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COUNTY OF BASTROP

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

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

§

COUNTY OF BASTROP

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

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

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

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

**ANNUAL INSTALLMENTS - PARCEL 104899**

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2024	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2025	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2026	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2027	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2028	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2029	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2030	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2031	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2032	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2033	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2034	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2035	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2036	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2037	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2038	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2039	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2040	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2041	\$ 13,186.23	\$ 24,578.95	\$ 37,765.18
<b>Total</b>	<b>\$ 644,592.07</b>	<b>\$ 442,421.06</b>	<b>\$ 1,087,013.13</b>

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2024 SAP Update collects the Capital Assessments at a rate of \$0.068 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,012,670.22 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 62.73% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

## HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 113268 BUYER DISCLOSURE

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

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

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

**PARCEL 113268 PRINCIPAL ASSESSMENT: \$711,952.45<sup>2</sup>**

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

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

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

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

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

<sup>2</sup> Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/24. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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



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

DATE:

DATE:

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

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

STATE OF TEXAS

§

COUNTY OF BASTROP

§

§

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

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

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COUNTY OF BASTROP

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

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

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

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

**ANNUAL INSTALLMENTS - PARCEL 113268**

<b>Installment Due 1/31</b>	<b>Capital Assessment Installments [a]</b>	<b>O&amp;M Assessment Installments [b]</b>	<b>Total</b>
2024	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2025	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2026	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2027	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2028	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2029	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2030	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2031	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2032	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2033	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2034	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2035	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2036	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2037	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2038	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2039	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2040	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2041	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
<b>Total</b>	<b>\$ 638,956.26</b>	<b>\$ 422,838.66</b>	<b>\$ 1,061,794.92</b>

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2024 SAP Update collects the Capital Assessments at a rate of \$0.068 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,012,670.22 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 62.73% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

**HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 47760 BUYER  
DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

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

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

**PARCEL 47760 PRINCIPAL ASSESSMENT: \$74,364.11<sup>2</sup>**

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

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

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

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

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

<sup>2</sup> Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/24. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

§

COUNTY OF BASTROP

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

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

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COUNTY OF BASTROP

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

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

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

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



**ANNUAL INSTALLMENTS - PARCEL 47760**

<b>Installment Due 1/31</b>	<b>Capital Assessment Installments [a]</b>	<b>O&amp;M Assessment Installments [b]</b>	<b>Total</b>
2024	\$ -	\$ 74,364.11	\$ 74,364.11
2025	\$ -	\$ 74,364.11	\$ 74,364.11
2026	\$ -	\$ 74,364.11	\$ 74,364.11
2027	\$ -	\$ 74,364.11	\$ 74,364.11
2028	\$ -	\$ 74,364.11	\$ 74,364.11
2029	\$ -	\$ 74,364.11	\$ 74,364.11
2030	\$ -	\$ 74,364.11	\$ 74,364.11
2031	\$ -	\$ 74,364.11	\$ 74,364.11
2032	\$ -	\$ 74,364.11	\$ 74,364.11
2033	\$ -	\$ 74,364.11	\$ 74,364.11
2034	\$ -	\$ 74,364.11	\$ 74,364.11
2035	\$ -	\$ 74,364.11	\$ 74,364.11
2036	\$ -	\$ 74,364.11	\$ 74,364.11
2037	\$ -	\$ 74,364.11	\$ 74,364.11
2038	\$ -	\$ 74,364.11	\$ 74,364.11
2039	\$ -	\$ 74,364.11	\$ 74,364.11
2040	\$ -	\$ 74,364.11	\$ 74,364.11
2041	\$ -	\$ 74,364.11	\$ 74,364.11
<b>Total</b>	<b>\$ -</b>	<b>\$ 1,338,553.93</b>	<b>\$ 1,338,553.93</b>

[a] Parcel 47760 prepaid the Capital Assessment and is only subject to the O&M Assessment.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,012,670.22 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 62.73% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.



# STAFF REPORT

**MEETING DATE:** July 11, 2023

**TITLE:**

Consider action to approve the second reading of Ordinance No. 2023-19 of the City Council of the City of Bastrop, Texas, amending Chapter 1 of the Bastrop Code of Ordinances, Chapter 2, Article 1.04, Section 1.04.002, providing for automatic resignations of members of certain boards, committees and commissions who run for City Council; and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting.

**AGENDA ITEM SUBMITTED BY:**

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

**BACKGROUND/HISTORY:**

Section 3.06 Vacancies, Forfeiture of Office, and Filling of Vacancies states that a council member who is running for elected office must resign their position on the city council upon filing for that office. This is often known as “resign to run”. This item does not apply to boards and commissions who are subject to the ethics ordinance.

Members on the Planning Commission, Zoning Board of Adjustment, and BEDC are particularly susceptible to a perceived conflict of interest when running and fundraising for elected office when contributions from interested parties may also be presented as a case before the body.

This item seeks to remove any perceived conflict of interest that may be present.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

Approve the resolution as presented.

**ATTACHMENTS:**

1. Text Amendment
2. Ordinance

**ORDINANCE NO. 2023-19**

**AN ORDINANCE OF THE CITY OF BASTROP, TEXAS AMENDING CHAPTER 1 OF THE BASTROP CODE OF ORDINANCES, CHAPTER 2, ARTICLE 1.04, SECTION 1.04.002, PROVIDING FOR AUTOMATIC RESIGNATIONS OF MEMBERS OF CERTAIN BOARDS, COMMITTEES AND COMMISSIONS WHO RUN FOR CITY COUNCIL; AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE AND MEETING**

**WHEREAS**, pursuant to Article 3, Section 3.01 of the City of Bastrop’s Home Rule Charter, and Chapter 1, Article 1.04 of the Bastrop Code of Ordinances, the City Council of the City of Bastrop (City Council) may provide for boards and commissions, and appoint or remove members serving on those boards and commissions; and

**WHEREAS**, pursuant to Section 51.072 of the Texas Local Government Code, as a Home-Rule Municipality the City of Bastrop has the full power of self-government and the authority incident to local self-government; and

**WHEREAS**, the City Council finds that it is in the best interest of the City to protect and preserve the integrity of certain boards, commissions and committees from the pressures and compromises that often accompany political campaigns and the act of running for elected office; and

**WHEREAS**, the City Council finds the attached ordinance provisions to be reasonable and necessary.

**NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bastrop, TX:**

**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. Amendment:** Chapter 1 of the Bastrop Code of Ordinances, Article 1.04 [Boards, Committees and Commissions], Section 1.4.002 [Membership, Terms] is hereby amended, and shall read in accordance with *Attachment “A”*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

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

**Section 4. Severability:** Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable

by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

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

**Section 6. Effective Date:** This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City’s Charter, Code of Ordinances, and the laws of the State of Texas.

**Section 7. Proper Notice & Meeting:** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**PASSED & APPROVED on *First Reading*** by the City Council of the City of Bastrop, on this, the 27<sup>th</sup> day of June 2023.

**PASSED & APPROVED on *Second Reading*** by the City Council of the City of Bastrop, on this, the 11<sup>th</sup> day of July 2023.

**APPROVED:**

by: \_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**City of Bastrop****Code of Ordinances****Chapter 1. General Provisions****Article 1.04. Boards, Committees and Commissions**

The Code of Ordinances is amended by amending Section 1.04.002 and inserting the following language:

**Sec. 1.04.002 - Membership, terms.**

Unless otherwise controlled and mandated by state or federal law and/or City Charter, the following overarching provisions shall apply to the city's boards, commissions, task forces, committees and advisory bodies ("board(s)," "body" or "advisory bodies"):

(7) Members of advisory boards that are subject to the Code of Ethics, Article 1.15 of the Code of Ordinances, shall be deemed to have resigned and automatically vacated their place immediately upon filing an application for a place on the ballot to run for city council.



# STAFF REPORT

**MEETING DATE:** July 11, 2023

**TITLE:**

Consider action to approve the second reading of Ordinance No. 2023-16 of the City Council of the City of Bastrop, Texas, amending Chapter 14 of the Bastrop Code of Ordinances, the B3 Code, Chapter 2, Article 2.4, Section 2.4.007, providing for a supermajority vote of Council to approve a zoning change for which a unanimous P&Z recommended denial; and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting.

**AGENDA ITEM SUBMITTED BY:**

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

**BACKGROUND/HISTORY:**

The B3 code as adopted, provides for a required five (5) affirmative votes from planning commission to make a recommendation to the city council. A simple majority is required of Council to approve.

In accordance with the Texas Local Government Code 211.006 PROCEDURES GOVERNING ADOPTION OF ZONING REGULATIONS AND DISTRICT BOUNDARIES, the code allows for a municipality to adopt, by ordinance, a required supermajority of City Council to overrule a recommended denial of the Planning and Zoning Commission.

*“(f) The governing body by ordinance may provide that the affirmative vote of at least three-fourths of all its members is required to overrule a recommendation of the municipality's zoning commission that a proposed change to a regulation or boundary be denied.”*

As we move forward with various amendments and the creation of a development code that is pragmatic and works for the City of Bastrop, it is important to protect the residents when, such a showing of support to prevent or deny a change is so apparent, that a unanimous vote of the planning commission ends in a recommendation of denial to the City Council. That protection comes in the form of a required super majority, or 4 of the 5 city council members, be required to overturn a recommended denial of the Planning and Zoning Commission.

This amendment is consistent with state law.

**FISCAL IMPACT:**

\$0

**RECOMMENDATION:**

Recommend approval.

**ATTACHMENTS:**

1. B3 Code Changes
2. Texas Local Government Code
3. Ordinance

**ORDINANCE NO. 2023-16**

**AN ORDINANCE OF THE CITY OF BASTROP, TEXAS AMENDING CHAPTER 14 OF THE BASTROP CODE OF ORDINANCES, THE B3 CODE, CHAPTER 2, ARTICLE 2.4, SECTION 2.4.007, PROVIDING FOR A SUPERMAJORITY VOTE OF COUNCIL TO APPROVE A ZONING CHANGE FOR WHICH A UNANIMOUS P&Z RECOMMENDED DENIAL; AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE AND MEETING.**

**WHEREAS**, pursuant to Texas Local Government Code Section 211.007, to exercise the zoning powers authorized by statute the City Council of the City of Bastrop (City Council) must appoint a zoning commission; and

**WHEREAS**, pursuant to Section 12.01 of the Bastrop Home Rule Charter, the Planning and Zoning Commission was established; and

**WHEREAS**, pursuant to Texas Local Government Code Section 211.006(f), the City Council is authorized to provide that the affirmative vote of at least three-fourths of all its members is required to overrule a recommendation of the Planning and Zoning Commission that a proposed change to a regulation or zoning district boundary be denied; and

**WHEREAS**, the City Council finds the attached ordinance provisions to be reasonable and necessary.

**NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bastrop, TX:**

**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. Amendment:** Chapter 14 of the Bastrop Code of Ordinances [Bastrop Building Block (B3) Code], Chapter 2 [Zoning], Article 2.4 [Administration], Section 2.4.007 [Zoning Concept Scheme] is hereby amended, and shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

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

**Section 4. Severability:** Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

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

**Section 6. Effective Date:** This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City’s Charter, Code of Ordinances, and the laws of the State of Texas.

**Section 7. Proper Notice & Meeting:** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**PASSED & APPROVED on *First Reading*** by the City Council of the City of Bastrop, on this, the 27<sup>th</sup> day of June 2023.

**PASSED & APPROVED on *Second Reading*** by the City Council of the City of Bastrop, on this, the 11<sup>th</sup> day of July 2023.

**APPROVED:**

by: \_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



**City of Bastrop**

**Code of Ordinances**

**Chapter 14: Bastrop Building Block (B3) Code**

**Chapter 2: Zoning**

**Article 2.4: Administration**

**Section 2.4.007: Zoning Concept Scheme**

The Code of Ordinances is amended by amending Section 2.4.007 as follows:

**Section 2.4.007 Zoning Concept Scheme**

(i) Three-Fourths Vote:

- (3) When the Planning & Zoning Commission makes a unanimous recommendation~~(s)~~ that a proposed Place Type Zoning change be denied, the request (in its original form) shall require a three-fourths majority vote from City Council for it to be approved.



# STAFF REPORT

**MEETING DATE:** July 11, 2023

**TITLE:**

Consider action to approve the second reading of Ordinance No. 2023-17 of the City Council of the City of Bastrop, Texas, amending Chapter 14 of the Bastrop Code of Ordinances, the B3 Code, Chapter 2, Article 2.4, Section 2.4.002 providing for recommendations from Planning and Zoning to the City Council; and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting.

**AGENDA ITEM SUBMITTED BY:**

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

**BACKGROUND/HISTORY:**

The B3 code as adopted, provides for a required five (5) votes from planning commission to recommend an amendment to the City Council. However, five (5) members constitutes a quorum, and a majority of 5 present does not allow an item to move forward to City Council. So while a meeting can be held, technically, an item cannot move forward to the City Council.

SEC. 2.4.002 PLANNING & ZONING COMMISSION (C) in the B3 code reads

*(2) All actions by the Planning & Zoning Commission shall be by a majority vote of those members present and an affirmative vote of 5 members shall be necessary for the passage of any recommendation to the City Council.*

This agenda items seeks to clarify that a simple majority of the planning commission is enough to advance an item that has been either denied or approved to the City Council for action.

The amendment would read as follows:

*(2) All actions by the Planning & Zoning Commission shall be by a majority vote of those members present, and in a quorum, for the passage of any recommendation to the City Council.*

This item seeks to simplify the code and the intent of the legislative process that an item is heard and then moved to the City Council in as expeditious a manner as possible.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

Approve the ordinance as presented.

**ATTACHMENTS:**

1. Proposed text amendment
2. Ordinance

**ORDINANCE NO. 2023-17**

**AN ORDINANCE OF THE CITY OF BASTROP, TEXAS AMENDING CHAPTER 14 OF THE BASTROP CODE OF ORDINANCES, THE B3 CODE, CHAPTER 2, ARTICLE 2.4, SECTION 2.4.002, PROVIDING FOR RECOMMENDATIONS FROM PLANNING AND ZONING TO THE CITY COUNCIL; AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE AND MEETING.**

**WHEREAS**, pursuant to Texas Local Government Code Section 211.007, to exercise the zoning powers authorized by statute the City Council of the City of Bastrop (City Council) must appoint a zoning commission; and

**WHEREAS**, pursuant to Section 12.01 of the Bastrop Home Rule Charter, the Planning and Zoning Commission was established; and

**WHEREAS**, the City Council finds that it is in the best interest of the City simplify the process for the Planning and Zoning Commission to make recommendations to the City Council; and

**WHEREAS**, the City Council finds the attached ordinance provisions to be reasonable and necessary.

**NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bastrop, TX:**

**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. Amendment:** Chapter 14 of the Bastrop Code of Ordinances [Bastrop Building Block (B3) Code], Chapter 2 [Zoning], Article 2.4 [Administration], Section 2.4.002 [Planning & Zoning Commission] is hereby amended, and shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

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

**Section 4. Severability:** Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

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

**Section 6. Effective Date:** This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City’s Charter, Code of Ordinances, and the laws of the State of Texas.

**Section 7. Proper Notice & Meeting:** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**PASSED & APPROVED on *First Reading*** by the City Council of the City of Bastrop, on this, the 27<sup>th</sup> day of June 2023.

**PASSED & APPROVED on *Second Reading*** by the City Council of the City of Bastrop, on this, the 11<sup>th</sup> day of July 2023.

**APPROVED:**

by: \_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**City of Bastrop**

**Code of Ordinances**

**Chapter 14: Bastrop Building Block (B3) Code**

**Chapter 2: Zoning**

**Article 2.4: Administration**

**Section 2.4.002: Planning & Zoning Commission**

The Code of Ordinances is amended by amending Section 2.4.002 and inserting the following language:

**Section 2.4.002. Planning & Zoning Commission**

(c) Quorum and Voting:

- (2) All actions by the Planning & Zoning Commission shall be by a majority vote of those members present ~~and an affirmative vote of 5 members shall be necessary for~~ including the passage of any recommendation to the City Council.



# STAFF REPORT

**MEETING DATE:** July 11, 2023

**TITLE:**

Consider action to approve on second reading Ordinance No. 2023-18 of the City Council of the City of Bastrop, Texas, amending Chapter 14 of the Bastrop Code of Ordinances, the B3 Code, Chapter 2, Article 2.4, Section 2.4.002, providing for qualifications for P&Z members; and providing for findings of fact, repealer severability, codification, effective date, proper notice and meeting.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Mayor Pro-tem John Kirkland and Councilmember Plunkett

**BACKGROUND & HISTORY:**

Section 2.4.002. Planning & Zoning Commission is amended to read as follows:

(b) Created Membership, Officers and Alternates:

(1) There is hereby created, in accordance with Subchapter 211.007 of the Texas Local Government Code and the City's Charter, a Planning & Zoning Commission that shall consist of 9 citizens who reside in the City Limits. At least 3 members shall have a known and demonstrated interest, competence, or knowledge in land use and development as may be exhibited by the following professions: attorney, architect, city planner, design professional, landscape architect, real estate developer, civil engineer, construction project manager, and construction superintendent. Members shall be appointed by the Mayor and confirmed by City Council for a term of 3 years. Terms of 1/3 of the Planning & Zoning Commission shall expire each year upon September 30th, or until a successor is appointed. Vacancies and unexpired terms of members shall be filled by the appointment of the Mayor and confirmed by City Council. These appointments shall be for the remainder of the term.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

Approve the ordinance as presented.

**ATTACHMENTS:**

1. Text amendment
2. Ordinance amendment

**ORDINANCE NO. 2023-18**

**AN ORDINANCE OF THE CITY OF BASTROP, TEXAS AMENDING CHAPTER 14 OF THE BASTROP CODE OF ORDINANCES, THE B3 CODE, CHAPTER 2, ARTICLE 2.4, SECTION 2.4.002, PROVING FOR QUALIFICATIONS FOR P&Z MEMBERS; AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE AND MEETING.**

**WHEREAS**, pursuant to Texas Local Government Code Section 211.007, to exercise the zoning powers authorized by statute the City Council of the City of Bastrop (City Council) must appoint a zoning commission; and

**WHEREAS**, pursuant to Section 12.01 of the Bastrop Home Rule Charter, the Planning and Zoning Commission was established; and

**WHEREAS**, the City Council finds that it is in the best interest of the City to specify a range of preferred qualifications for a certain number of members of the Planning and Zoning Commission; and

**WHEREAS**, the City Council finds the attached ordinance provisions to be reasonable and necessary.

**NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bastrop, TX:**

**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. Amendment:** Chapter 14 of the Bastrop Code of Ordinances [Bastrop Building Block (B3) Code], Chapter 2 [Zoning], Article 2.4 [Administration], Section 2.4.002 [Planning & Zoning Commission] is hereby amended, and shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

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

**Section 4. Severability:** Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

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

**Section 6. Effective Date:** This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City’s Charter, Code of Ordinances, and the laws of the State of Texas.

**Section 7. Proper Notice & Meeting:** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**PASSED & APPROVED on *First Reading*** by the City Council of the City of Bastrop, on this, the 27<sup>th</sup> day of June 2023.

**PASSED & APPROVED on *Second Reading*** by the City Council of the City of Bastrop, on this, the 11<sup>th</sup> day of July 2023.

**APPROVED:**

by: \_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



**City of Bastrop****Code of Ordinances****Chapter 14: Bastrop Building Block (B3) Code  
Chapter 2: Zoning  
Article 2.4: Administration  
Section 2.4.002: Planning & Zoning Commission**

The Code of Ordinances is amended by amending Section 2.4.002 and inserting the following language:

**Section 2.4.002. Planning & Zoning Commission**

(b) Created Membership, Officers and Alternates:

(1) There is hereby created, in accordance with Subchapter 211.007 of the Texas Local Government Code and the City's Charter, a Planning & Zoning Commission that shall consist of 9 citizens who reside in the City Limits. At least 3 members shall have a known and demonstrated interest, competence, or knowledge in land use and development as may be exhibited by the following professions: attorney, architect, city planner, design professional, landscape architect, real estate developer, civil engineer, construction project manager, and construction superintendent. Members shall be appointed by the Mayor and confirmed by City Council for a term of 3 years. Terms of 1/3 of the Planning & Zoning Commission shall expire each year upon September 30th, or until a successor is appointed. Vacancies and unexpired terms of members shall be filled by the appointment of the Mayor and confirmed by City Council. These appointments shall be for the remainder of the term.



# STAFF REPORT

**MEETING DATE:** July 11, 2023

**TITLE:**

Consideration action to approve Resolution No. R-2023-91 of the City Council of the City of Bastrop, Texas approving the closure of Chestnut Street for the Bastrop Homecoming Parade; providing for a repealing clause; and providing for an effective date.

**AGENDA ITEM SUBMITTED BY:**

Terry Moore, Recreation Manager

**BACKGROUND/HISTORY:**

The Bastrop Homecoming Parade is a long standing tradition in the community.

With the continue growth of our community, more and more safety measures are required to keep these traditions in place. An increase in the traffic signage and barricades is a part of those measures. The requirement of a Texas Department of Transportation (TXDOT) Right of Way permit to temporarily close the intersection of Main Street and Chestnut St (Loop 150) for a few hours is another. The permit application requires a resolution from the city council approving the closure.

**RECOMMENDATION:**

Staff recommends approval.

**ATTACHMENTS:**

- Resolution No. R-2023-91
- Parade Route Traffic Control Plan

**RESOLUTION NO. R-2023-91**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING THE CLOSURE OF CHESTNUT STREET FOR THE BASTROP HOMECOMING PARADE; PROVIDING FOR A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bastrop City Council understands the importance of providing safety to parade participants, spectators and the travelling public; and

**WHEREAS**, the City of Bastrop City Council understands providing an enhanced quality of life services such as special events and parades should be safe, effective and is establishing that the Bastrop Homecoming Parade event serves a public purpose and authorizing the City of Bastrop to enter into this agreement with the State; and

**WHEREAS**, the Bastrop Homecoming Parade event will be located within the local government's incorporated area;

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

**Section 1.** That the City Manager is hereby authorized to enter into an agreement with TxDOT requesting a permit for the closure of Chestnut Street on August 5, 2023, for the Bastrop Homecoming Parade event.

**Section 2.** The City of Bastrop, traffic control plan shown as Exhibit A, is to protect the safety of the public during the Bastrop Homecoming Parade event.

**Section 3.** This resolution shall take effect immediately from and after its passage, and it is duly resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 11th day of July 2023.

**APPROVED:**

\_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

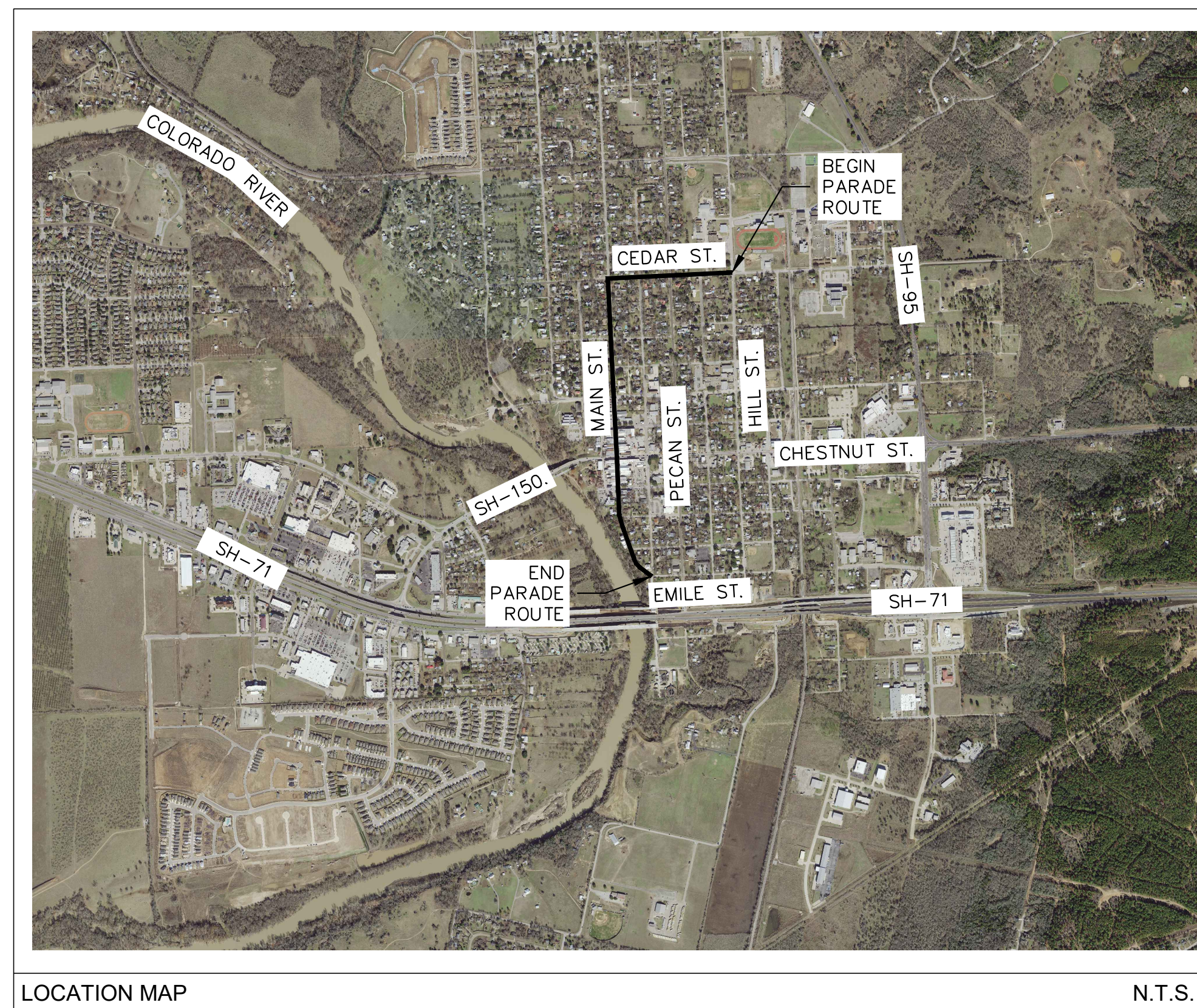
\_\_\_\_\_  
Alan Bojorquez, City Attorney



# CITY OF BASTROP

## SPECIAL EVENT SMALL PARADE ROUTE

### TEMPORARY TRAFFIC CONTROL PLANS

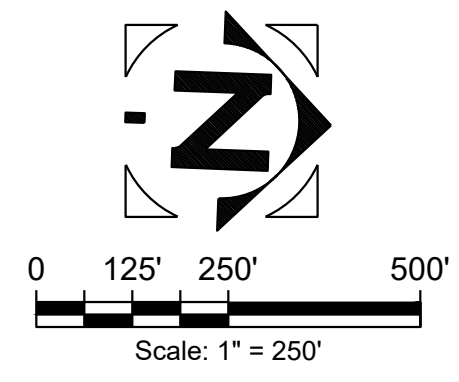
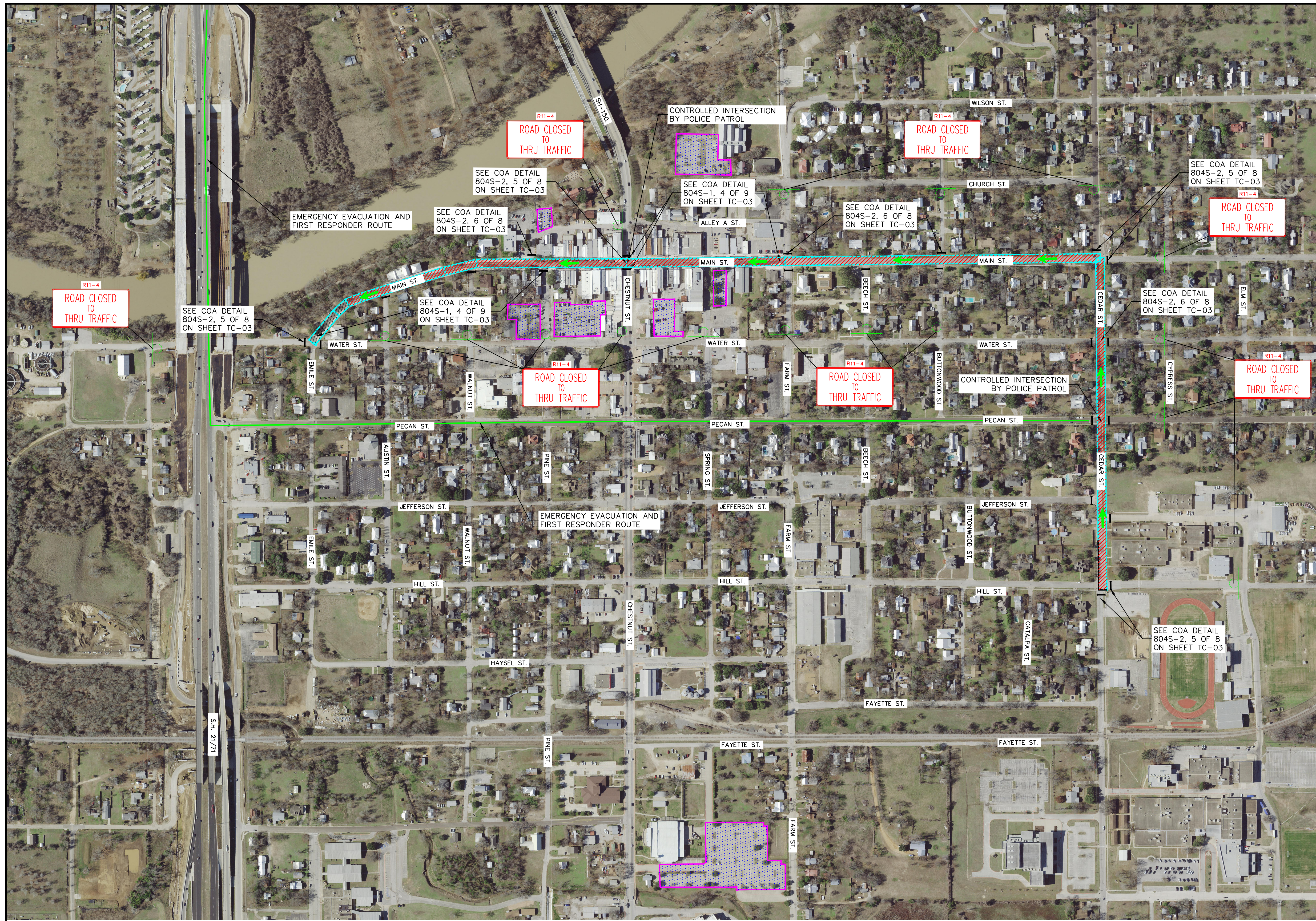


	<p style="font-size: small;">305 East Huntland Drive Suite 200 Austin, Texas 78752 p: 512.453.0767 f: 512.453.1734</p> <p style="font-size: x-small;">TBAE FIRM REGISTRATION NO.: 1452 TBPE FIRM REGISTRATION NO.: F-1416 TBPLS FIRM REGISTRATION NO.: 10065600</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">NO.</th> <th style="width: 5%;">DATE</th> <th style="width: 70%;">DESCRIPTION</th> <th style="width: 10%;">BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	DATE	DESCRIPTION	BY																																									<p style="font-size: x-small;">The bar above measures one inch on the original drawing. Adjust scales accordingly.</p>	<p><b>TEMPORARY TRAFFIC CONTROL PLAN</b> <b>COVER SHEET</b></p> <p><b>BASTROP SPECIAL EVENT/PARADE ROUTE</b> <b>CITY OF BASTROP, TX</b></p>	<p style="font-size: x-small;">PLOTTED: 11/01/2022 JOB NO: 345-05B</p> <p style="font-size: x-small;">TC-00 <u>1</u> OF <u>6</u></p>
NO.	DATE	DESCRIPTION	BY																																														









- TRAFFIC CONTROL LEGEND**
- PARKING AREAS
  - WORK (PARADE ROUTE) AREA
  - CHANNELIZING DEVICE (MARKERS)
  - CHANNELIZING DEVICE (BARRELS)
  - PMB PORTABLE PROGRAMMABLE MESSAGE BOARD
  - ROAD CLOSED AHEAD
  - TRAFFIC CONTROL SIGNAGE (TYPICAL)
  - TYPE III BARRICADE
  - DIRECTION OF PARADE TRAFFIC
  - SIGN LOCATION

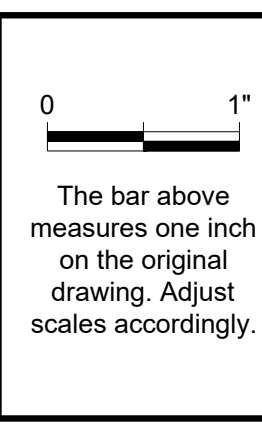
- NOTES:**
1. THIS PLAN IS FOR THE SETUP OF TRAFFIC CONTROLS NECESSARY TO FACILITATE A PARADE ROUTE/SPECIAL EVENT (HOMECOMING PARADE) ALONG THE HIGHLIGHTED PATH SHOWN.
  2. TEMPORARY TRAFFIC CONTROLS AND THE DETAILS REFERENCED IN THIS PLAN SHALL BE SET UP 24-HOURS BEFORE THE PARADE COMMENCES.
  3. THE ANTICIPATED DURATION FOR THE PARADE IS 1-DAY. THE TRAFFIC CONTROLS SHALL REMAIN IN PLACE UNTIL TEMPORARY PARKING FOR THE PARADE ROUTE AND THE PARADE FLOATS, VEHICLES, PROPS AND SPECIAL EVENT PERSONNEL HAVE BEEN SAFELY CLEARED FROM THE EVENT SITE.
  4. NO LESS THAN 2 POLICE PATROL UNITS SHALL BE LOCATED ON SITE (IN AREAS DESIGNATED), IN ORDER TO CONDUCT EMERGENCY VEHICULAR INGRESS OR EGRESS FOR VEHICLES NEEDING TO CROSS OVER THE PARADE ROUTE.
  5. PECAN STREET AND CHESTNUT STREET (SH-150) SHALL HAVE POLICE-ENFORCED AND CONTROLLED EMERGENCY ACCESS AT ALL TIMES DURING THE PARADE ACTIVITIES. FOR THIS EVENT, PECAN STREET PROVIDES THE MOST EFFICIENT ACCESS TO ASCENSION SETON BASTROP HOSPITAL, SHOULD EMERGENCY OR POTENTIALLY LIFE-THREATENING MEDICAL EMERGENCY SERVICES BE NEEDED DURING THE PARADE.
  6. ADA-COMPLIANT PATHWAYS TO ADDRESS PEDESTRIAN CONSIDERATIONS, SHALL BE ACCESSIBLE AT ALL TIMES DURING THE PARADE ACTIVITIES. AREAS WHERE SIDEWALK/CROSSWALK CLOSURES ARE NEEDED, SHALL EMPLOY DETAIL 804S-1, 4 OF 9 AS APPLICABLE.
  7. FOR TYPICAL SINGLE DIRECTION STREET DETOUR SETUPS, REFER TO DETAIL 804S-2, 5 OF 8.
  8. FOR TYPICAL BLOCK CLOSURE SETUPS WITH STREET DETOUR SETUPS IN BOTH DIRECTIONS, REFER TO DETAIL 804S-2, 6 OF 8.
  9. TO AVOID DUPLICATE SIGNAGE, THE CITY OF BASTROP MAY OMIT SIGNS IN THIS SETUP IF ALREADY IN PLACE BY EXISTING CONSTRUCTION SITES. CONVERSELY, EXISTING SIGNS THAT CONFLICT WITH THE TEMPORARY PARADE ROUTE SETUP MAY BE COVERED IF APPROPRIATE.

**mwm DesignGroup**

305 East Huntland Drive  
Suite 200  
Austin, Texas 78752  
p: 512.453.0767  
f: 512.453.1734

TBAE FIRM REGISTRATION NO.: 1452  
TBPE FIRM REGISTRATION NO.: F-1416  
TBPLS FIRM REGISTRATION NO.: 10065600

NO.	DATE	DESCRIPTION	BY



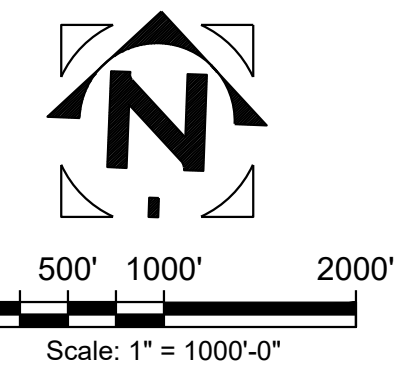
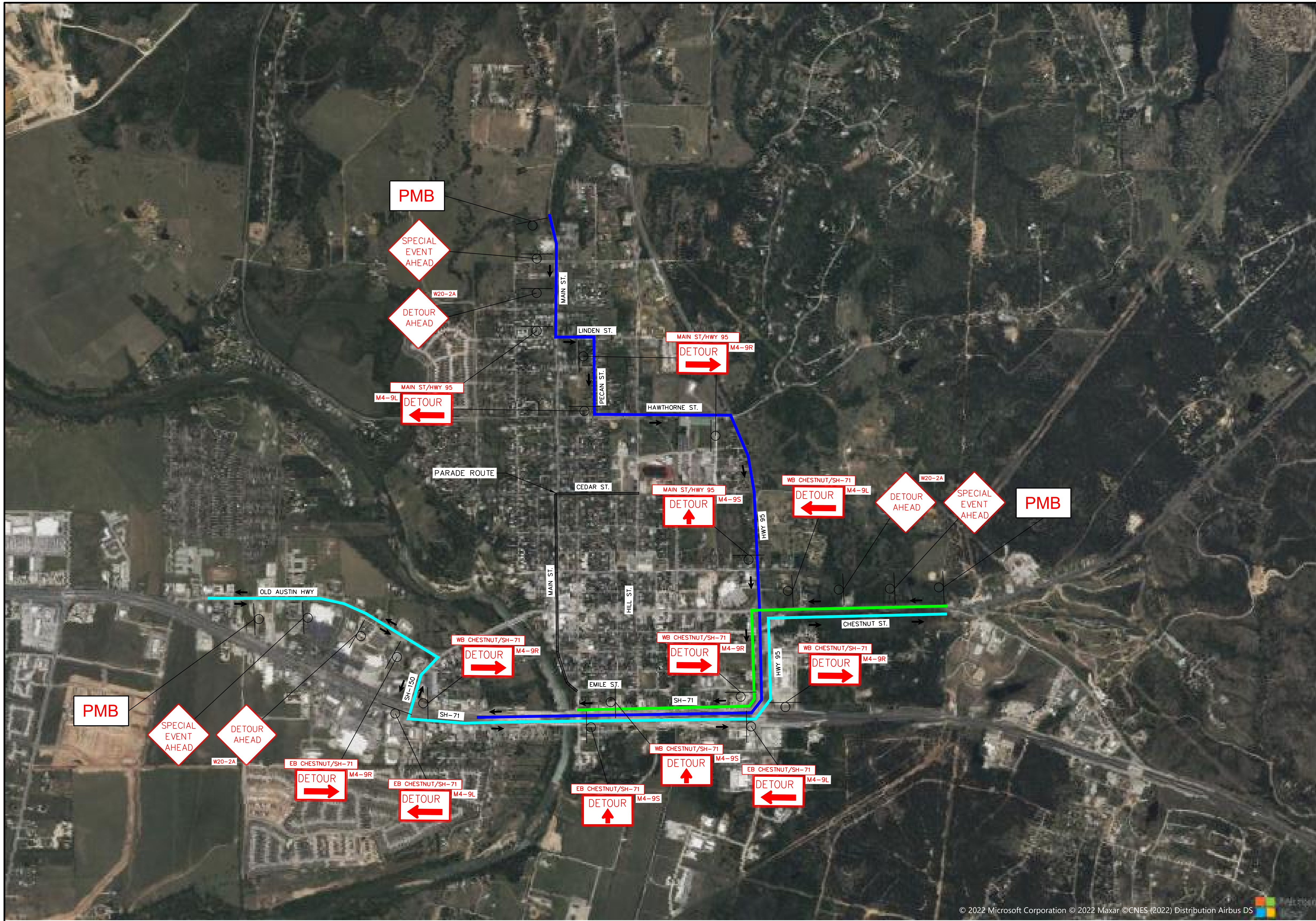
**TEMPORARY TRAFFIC CONTROL PLAN  
OVERALL LAYOUT**









**BASTROP SPECIAL SMALL EVENT/PARADE ROUTE  
CITY OF BASTROP, TX**

PLOTTED: 11/01/2022  
JOB NO: 345-05B

TC-02  
3 OF 6





- TRAFFIC CONTROL LEGEND**
-  WORK (PARADE ROUTE) AREA
  -  PORTABLE PROGRAMMABLE MESSAGE BOARD
  -  TRAFFIC CONTROL DETOUR SIGNAGE (TYPICAL)
  -  DIRECTION OF DETOUR
  -  SIGN LOCATION
  -  WESTBOUND CHESTNUT/SH-71 DETOUR
  -  MAIN STREET/HWY-95 DETOUR
  -  EASTBOUND CHESTNUT/SH-71 DETOUR

- NOTES:**
1. THIS PLAN IS FOR THE SETUP OF DETOURS NECESSARY TO DIRECT INCOMING, OUT-OF-TOWN TRAFFIC, AROUND THE HOMECOMING PARADE ROUTE USING THE DETOUR ROUTES SHOWN.
  2. TEMPORARY TRAFFIC CONTROLS AND THE SIGNS REFERENCED IN THIS PLAN SHALL BE SET UP 24 HOURS BEFORE THE PARADE COMMENCES.
  3. THE ANTICIPATED DURATION FOR THE PARADE IS 1-DAY. THE TRAFFIC CONTROLS SHALL REMAIN IN PLACE UNTIL TEMPORARY PARKING FOR THE PARADE ROUTE AND THE PARADE FLOATS, VEHICLES, PROPS AND PERSONNEL HAVE BEEN SAFELY CLEARED FROM THE PARADE SITE(S).
  4. PORTABLE MESSAGE BOARDS (PMB'S) SHALL BE USED TO CONVEY THE DATES AND TIMES FOR THE PARADE EVENT AT LEAST 2-WEEKS BEFORE THE EVENT.
  5. THE PMB'S SHALL BE PLACED WELL IN FRONT OF THE ADVANCED WARNING (SPECIAL EVENT & DETOUR) SIGNAGE FOR EACH OF THE THREE (3) APPROACHES SHOWN IN THE PLAN.
  6. PECAN STREET AND CHESTNUT STREET (SH-150) SHALL HAVE POLICE-ENFORCED AND CONTROLLED EMERGENCY ACCESS AT ALL TIMES DURING THE PARADE ACTIVITIES. FOR THIS EVENT, PECAN STREET PROVIDES THE MOST EFFICIENT ACCESS TO ASCENSION SETON BASTROP HOSPITAL, SHOULD EMERGENCY OR POTENTIALLY LIFE-THREATENING MEDICAL EMERGENCY SERVICES BE NEEDED DURING THE PARADE.
  7. TxDOT STANDARD SIGN DETAILS SHALL BE USED FOR SIGNAGE IN TxDOT-OWNED R.O.W.

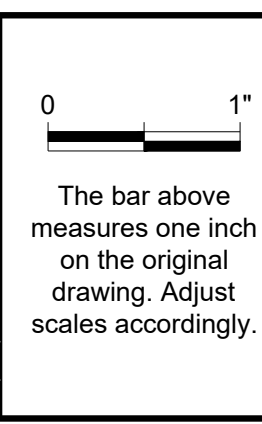
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**mwm DesignGroup**

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TBAE FIRM REGISTRATION NO.: 1452  
TBPE FIRM REGISTRATION NO.: F-1416  
TBPLS FIRM REGISTRATION NO.: 10065600

NO.	DATE	DESCRIPTION	BY



**TEMPORARY TRAFFIC CONTROL PLANS  
DETOUR PLAN**

**BASTROP SPECIAL SMALL EVENT/PARADE ROUTE  
CITY OF BASTROP, TX**

PLOTTED: 11/01/2022  
JOB NO: 345-05B

TC-03  
4 OF 6

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### Typical Transition Lengths and Suggested Maximum Spacing of Devices

Speed KMPH	Posted Speed MPH	Formula	Minimum Desirable Taper Lengths (L) Meters (Feet)			Suggested Max. Device Spacing Meters (Feet)	Suggested Sign Spacing Meters (Feet)
			3.0(10) Offset Meters (Feet)	3.3(11) Offset Meters (Feet)	3.6(12) Offset Meters (Feet)		
50	30	L=WS <sup>2</sup> 60	45 (150)	50 (165)	55 (180)	9 (30)	15-20 (50-75)
55	35		65 (205)	70 (225)	75 (245)	10 (35)	20-25 (70-80)
65	40		80 (265)	90 (295)	100 (320)	12 (40)	25-30 (80-100)
70	45	L=WS	135 (450)	150 (495)	165 (540)	13 (45)	30-35 (90-110)
80	50		190 (600)	200 (660)	220 (720)	16 (50)	35-40 (100-125)
90	55		255 (850)	285 (950)	320 (1050)	18 (60)	40-45 (120-150)
95	60	L=WS	215 (700)	235 (770)	255 (840)	19 (60)	45-55 (135-165)
105	65		285 (950)	315 (1050)	345 (1150)	21 (70)	50-55 (150-175)
115	70		360 (1200)	390 (1300)	420 (1400)	23 (75)	55-60 (165-195)

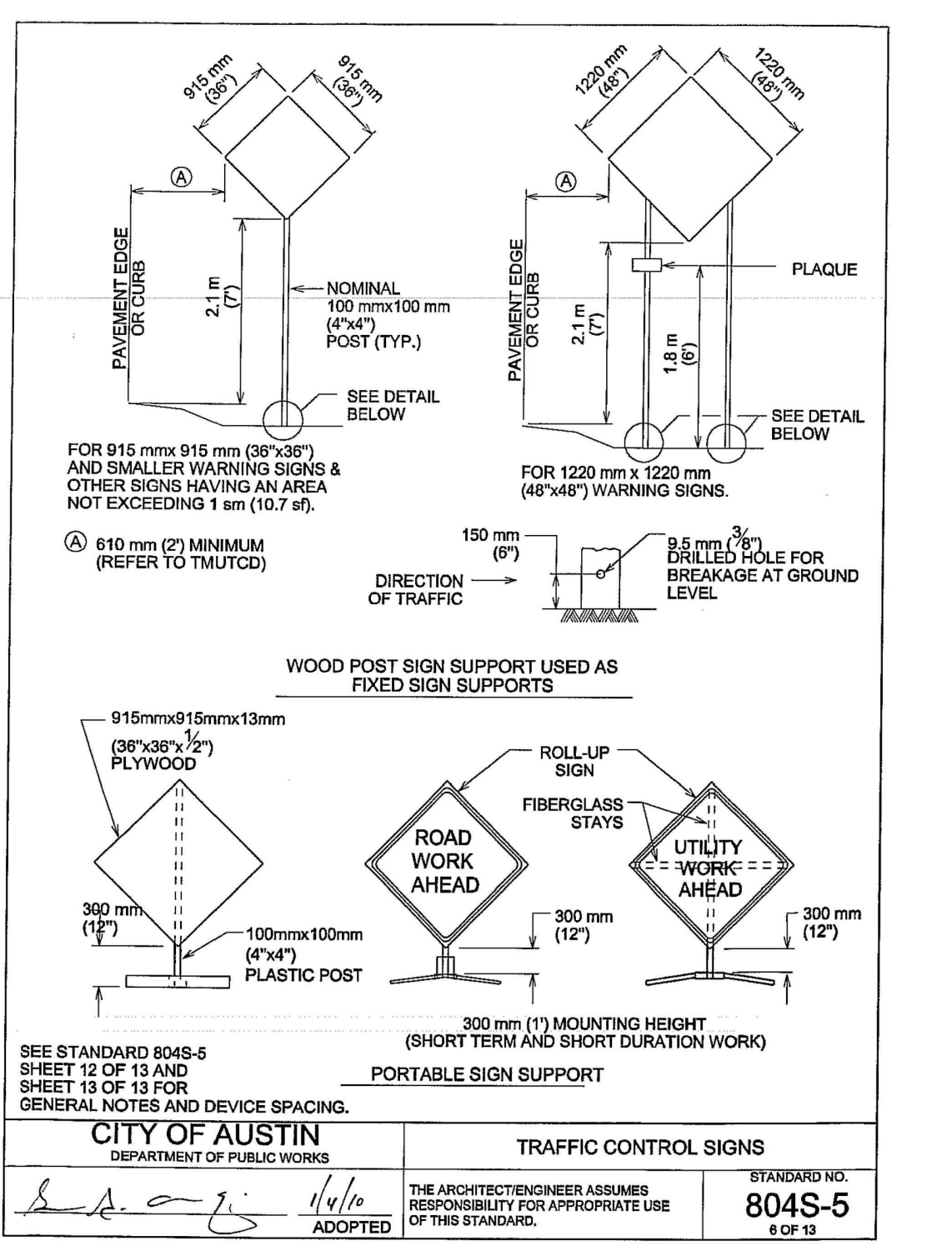
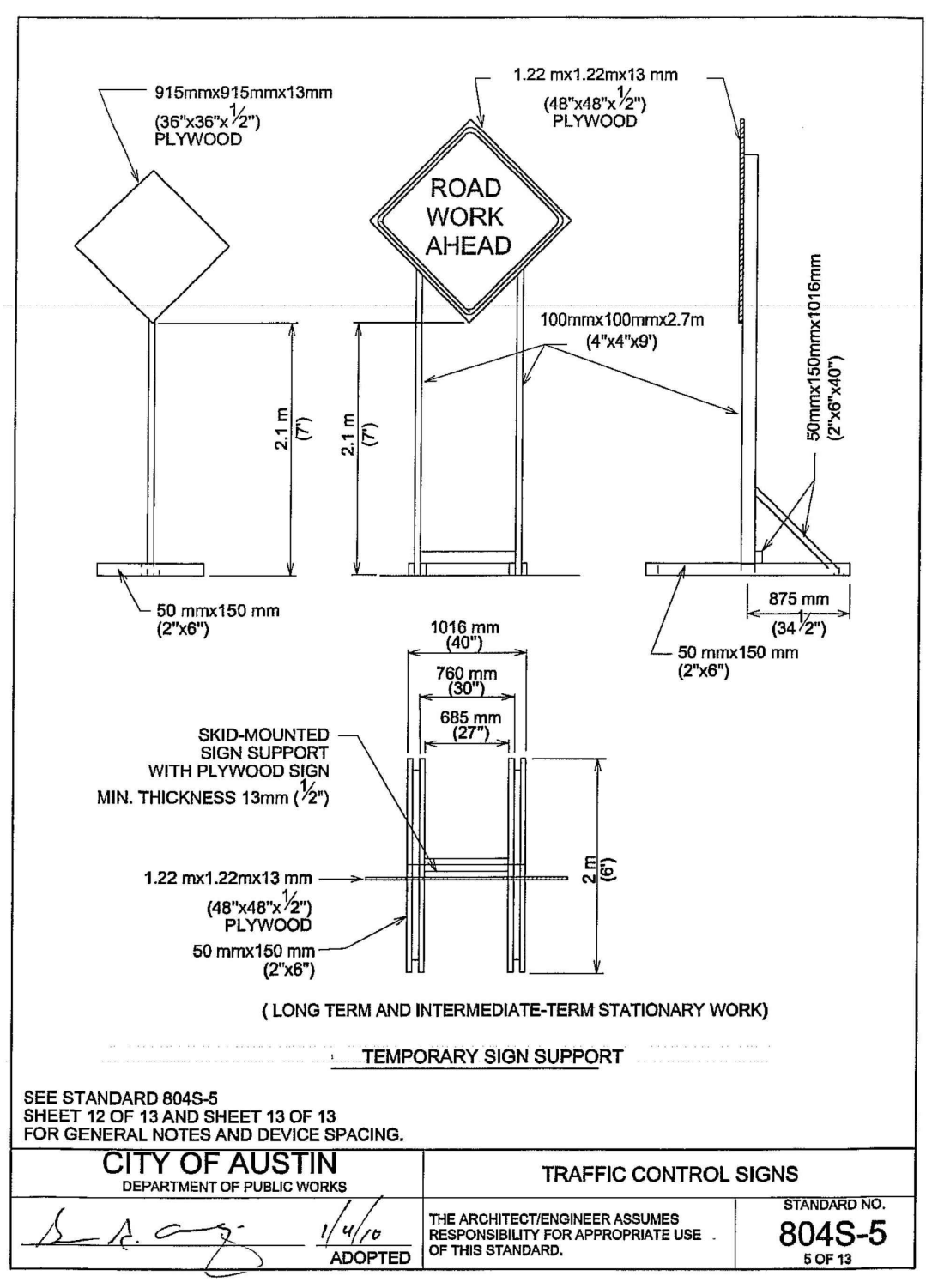
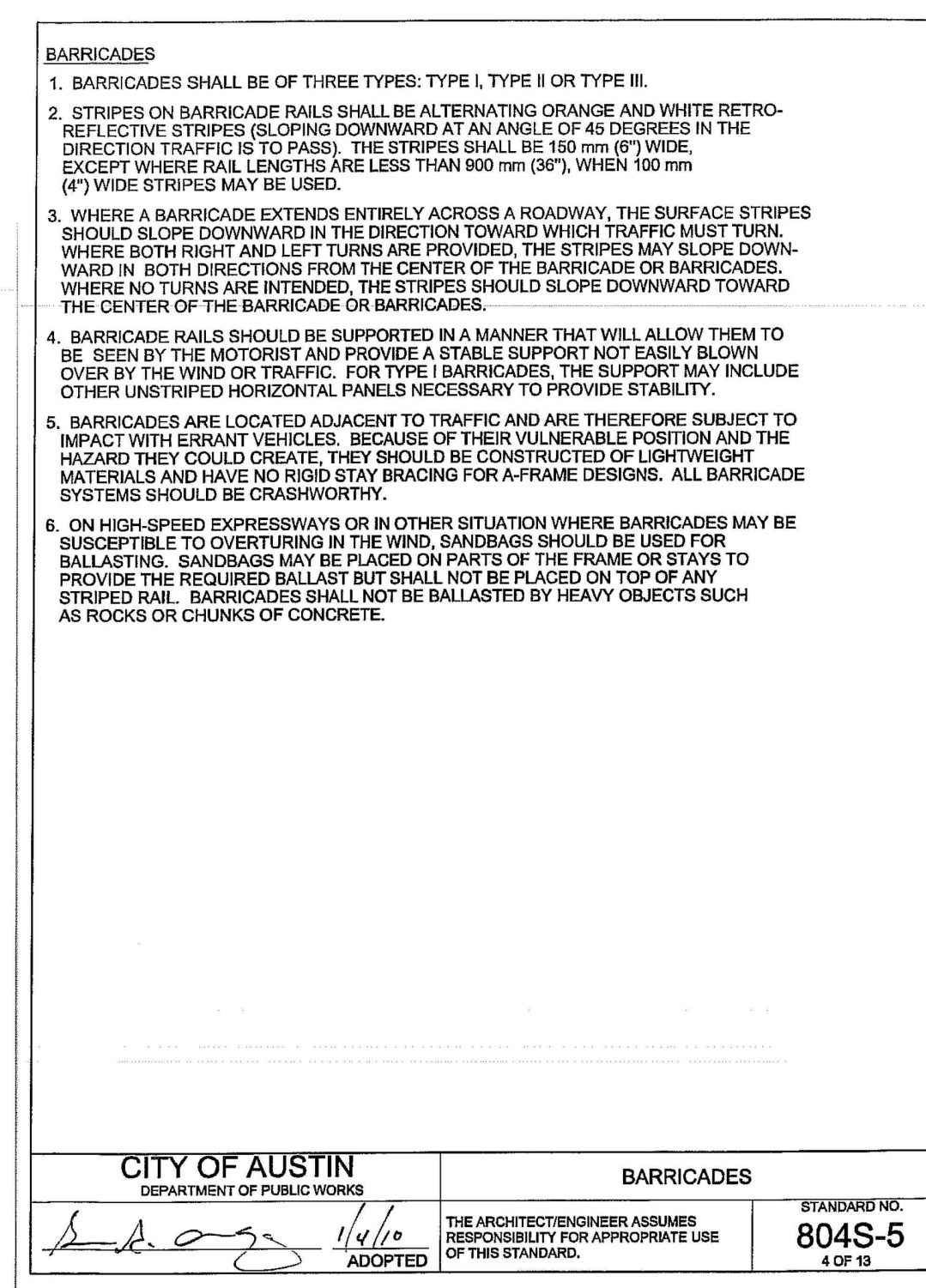
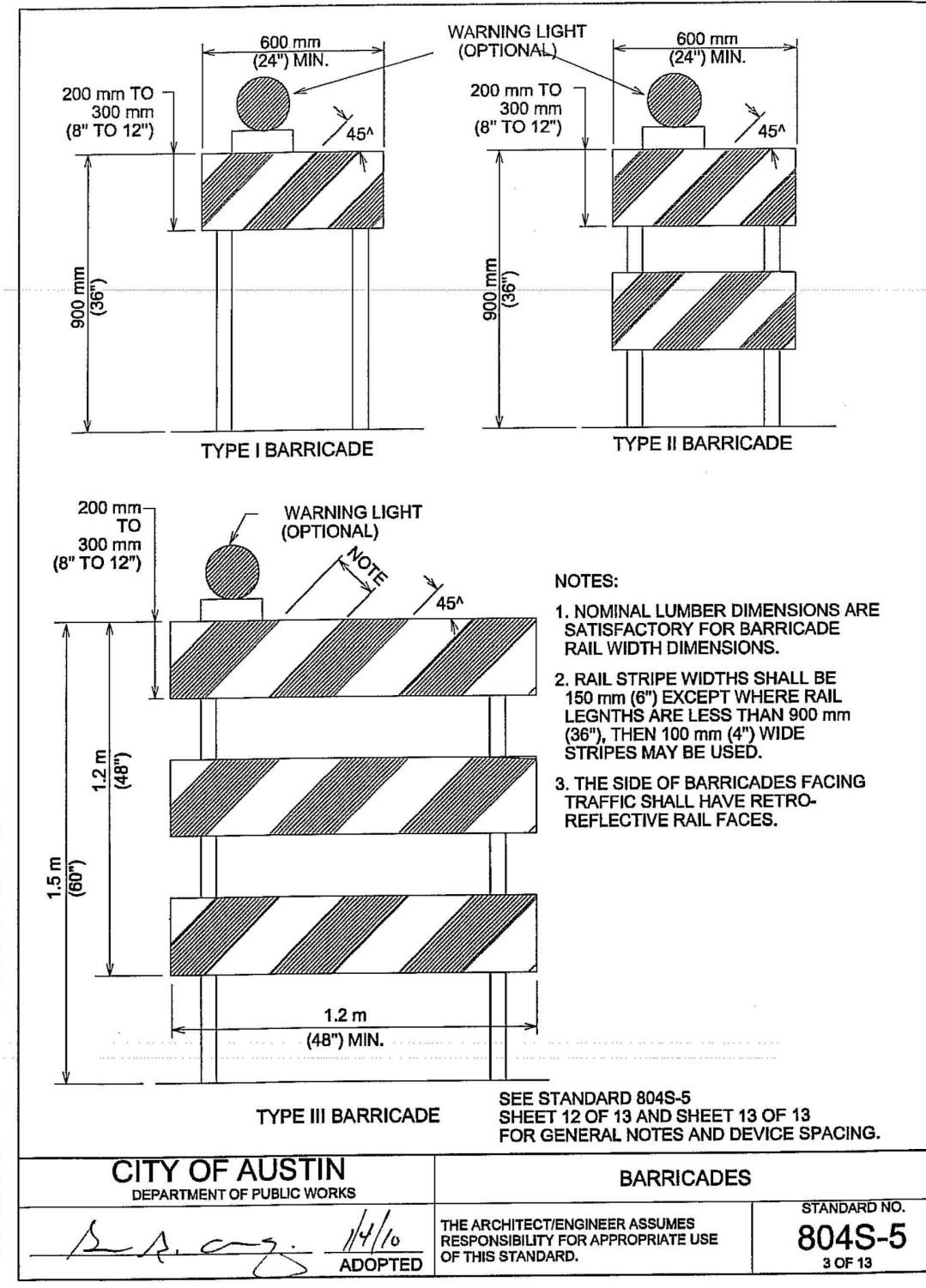
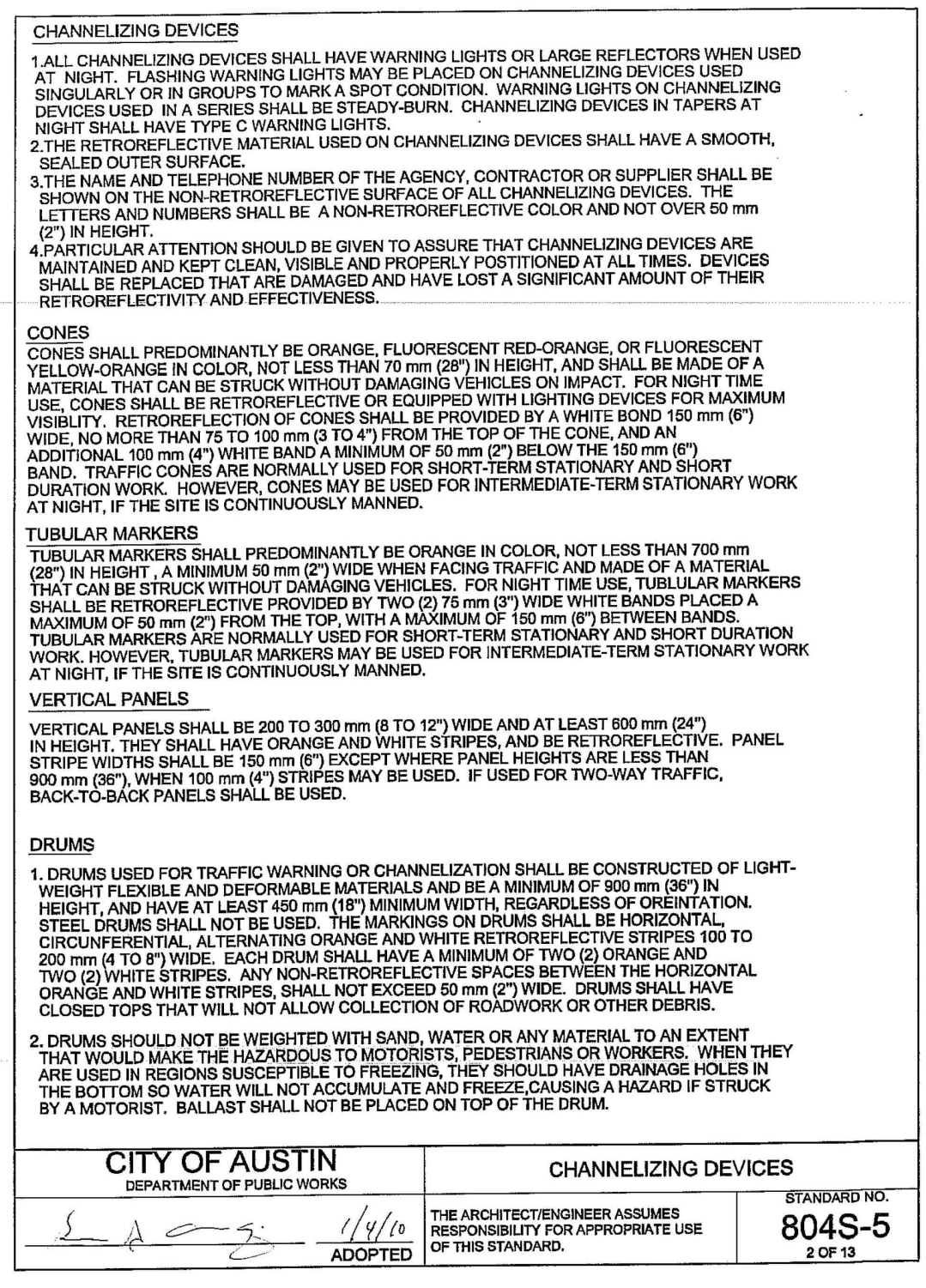
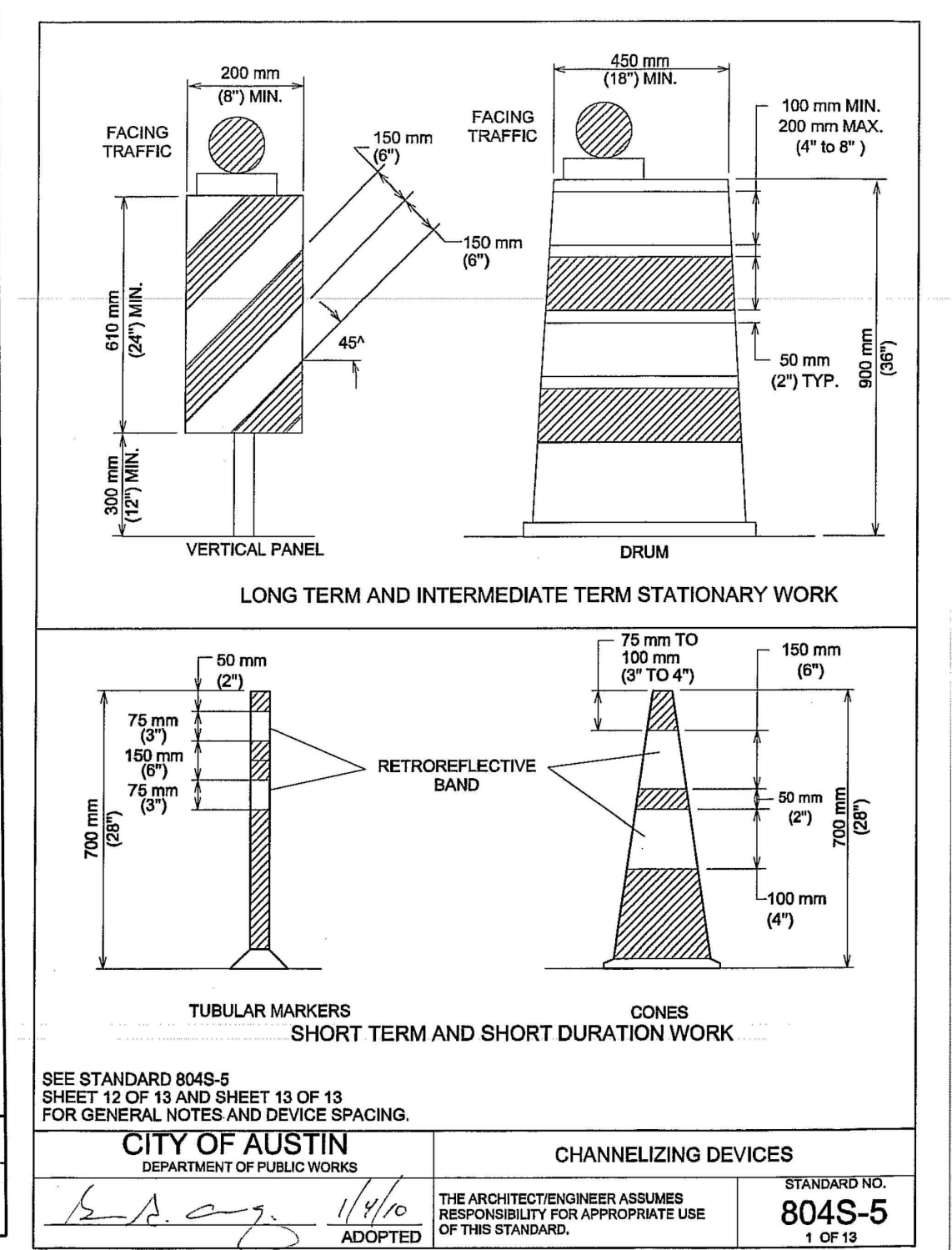
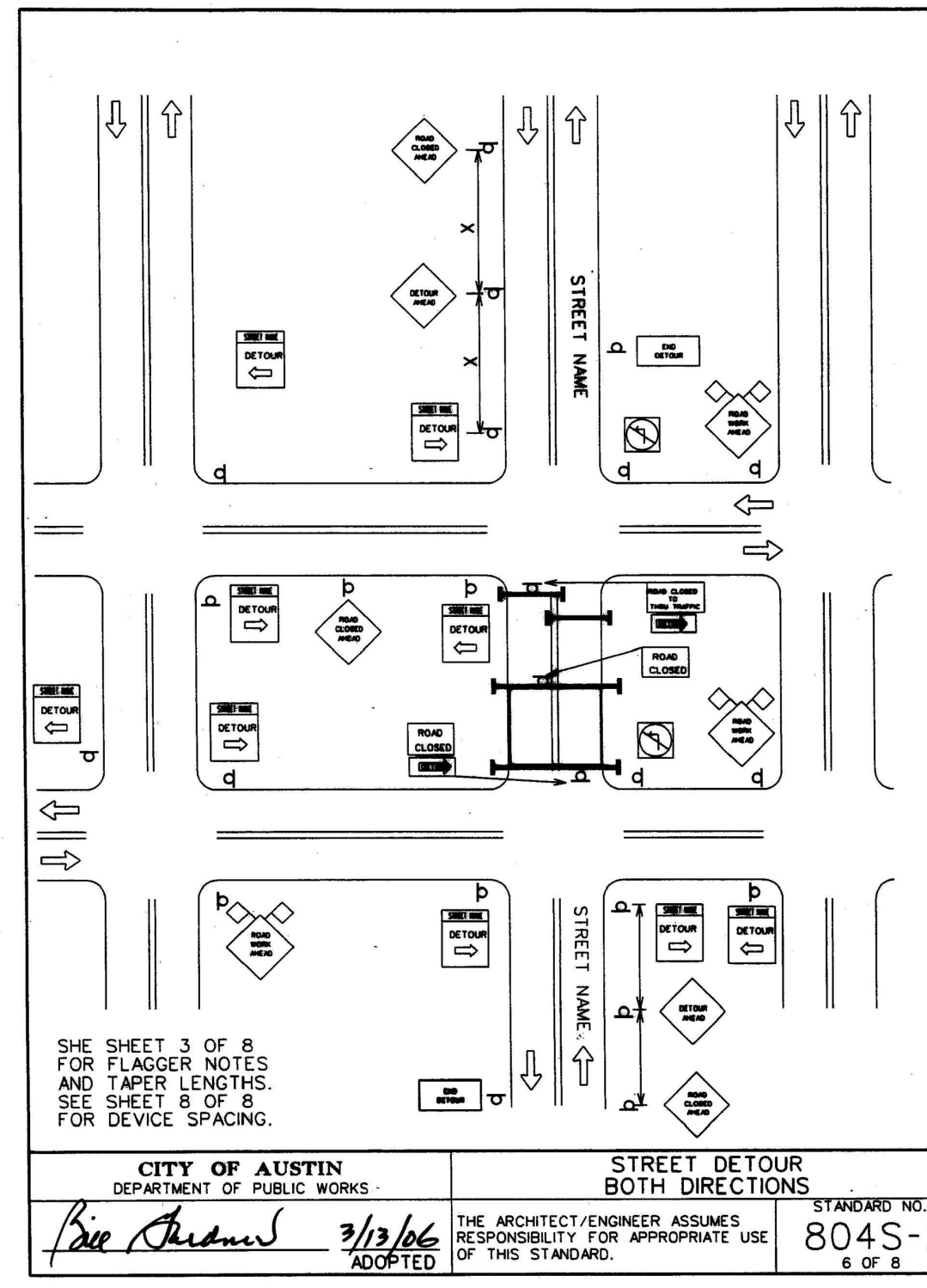
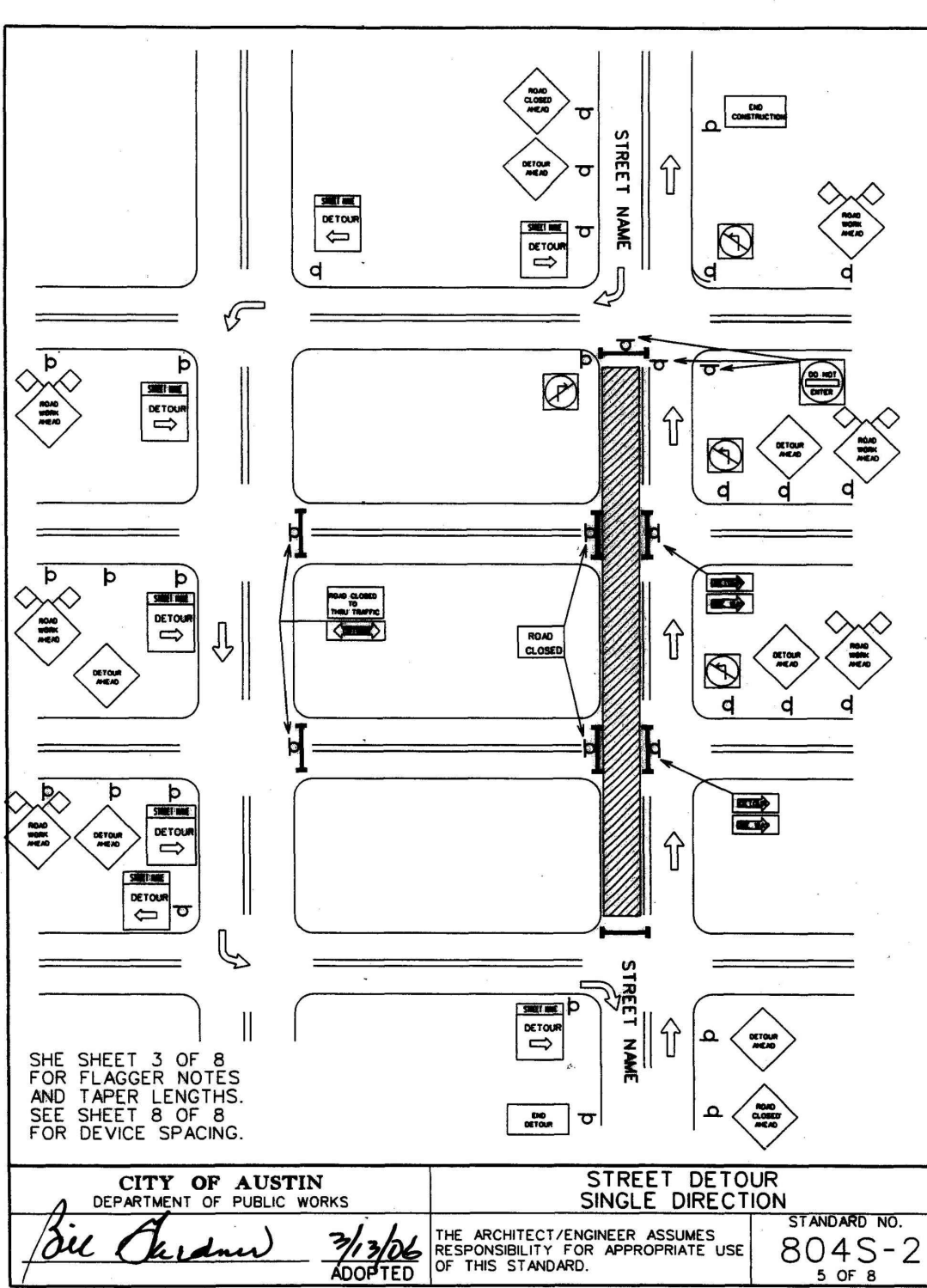
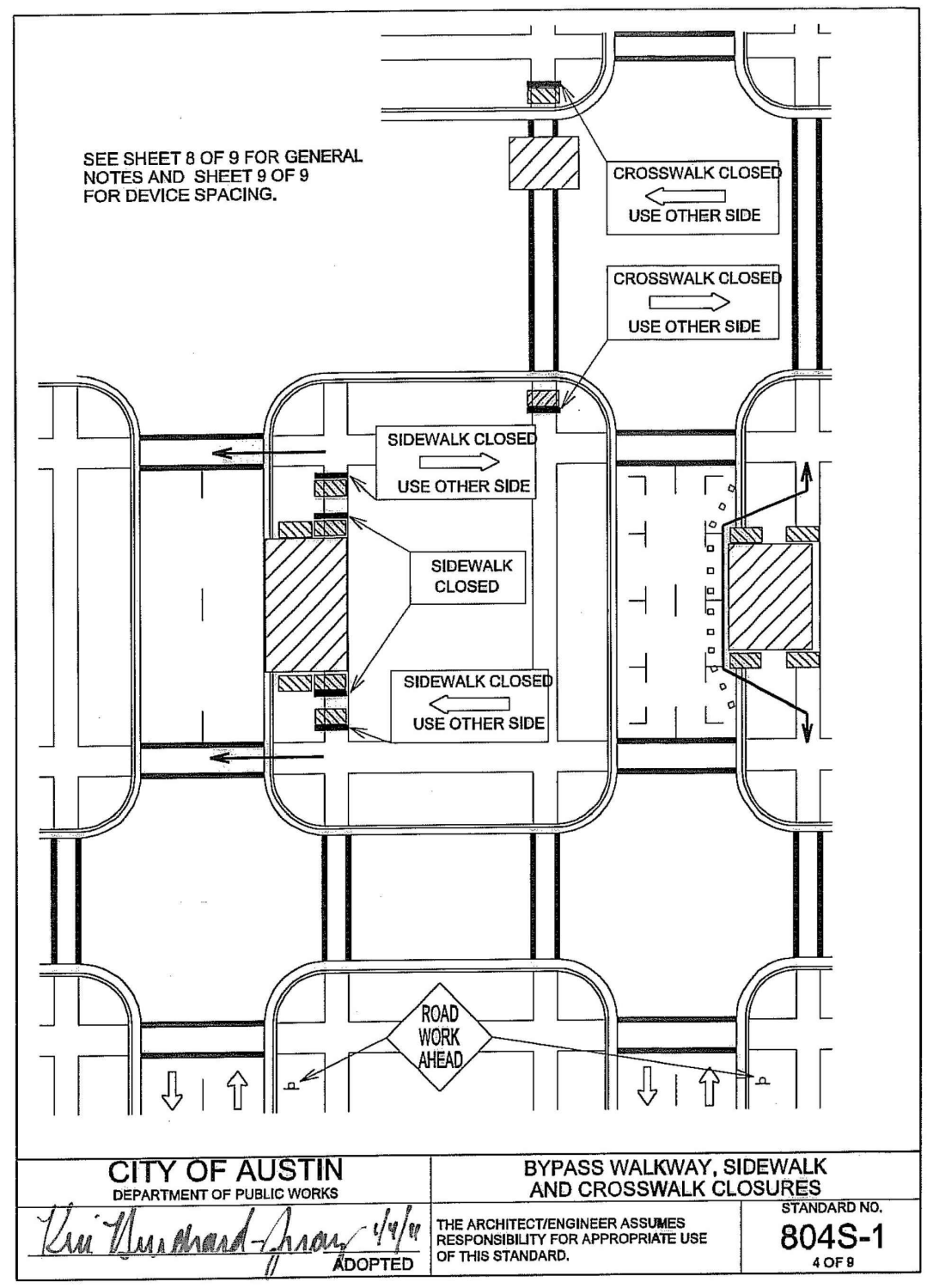
**LEGEND**

- Channelizing devices
- ⬇ Trailer mounted flashing arrow board
- ⬇ Flagger

**CITY OF AUSTIN**  
DEPARTMENT OF PUBLIC WORKS  
*Lee Burdhead 4/10*  
ADOPTED

**DEVICE SPACING**  
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.

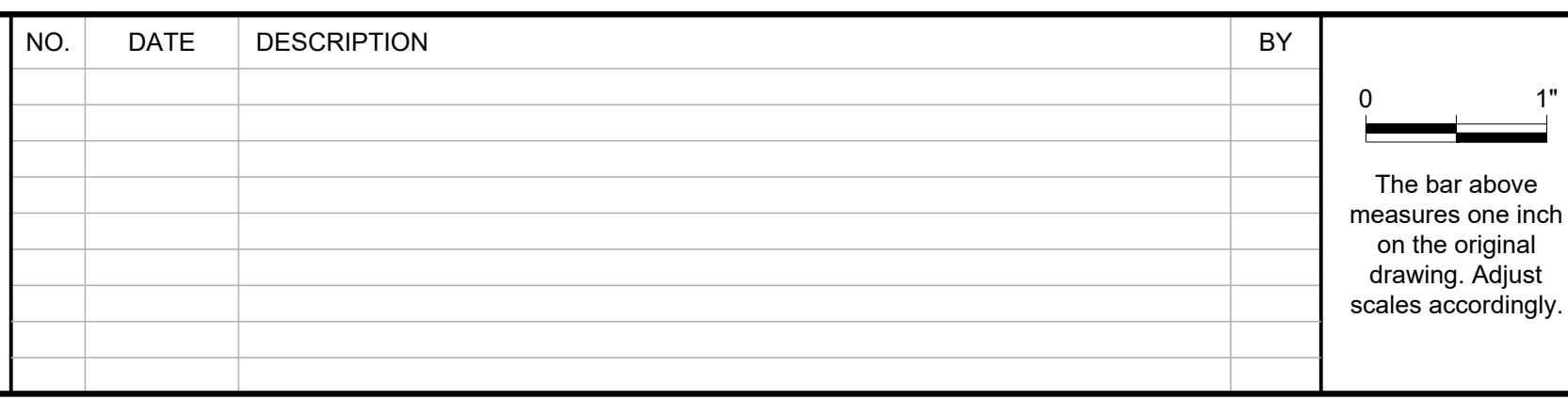
STANDARD NO. **804S-1**  
8 OF 8



**MWM DesignGroup**  
305 East Huntland Drive  
Suite 200  
Austin, Texas 78752  
p: 512.453.0767  
f: 512.453.1734

TBAE FIRM REGISTRATION NO.: 1452  
TBPE FIRM REGISTRATION NO.: F-1416  
TBPLS FIRM REGISTRATION NO.: 10065600

NO.	DATE	DESCRIPTION	BY



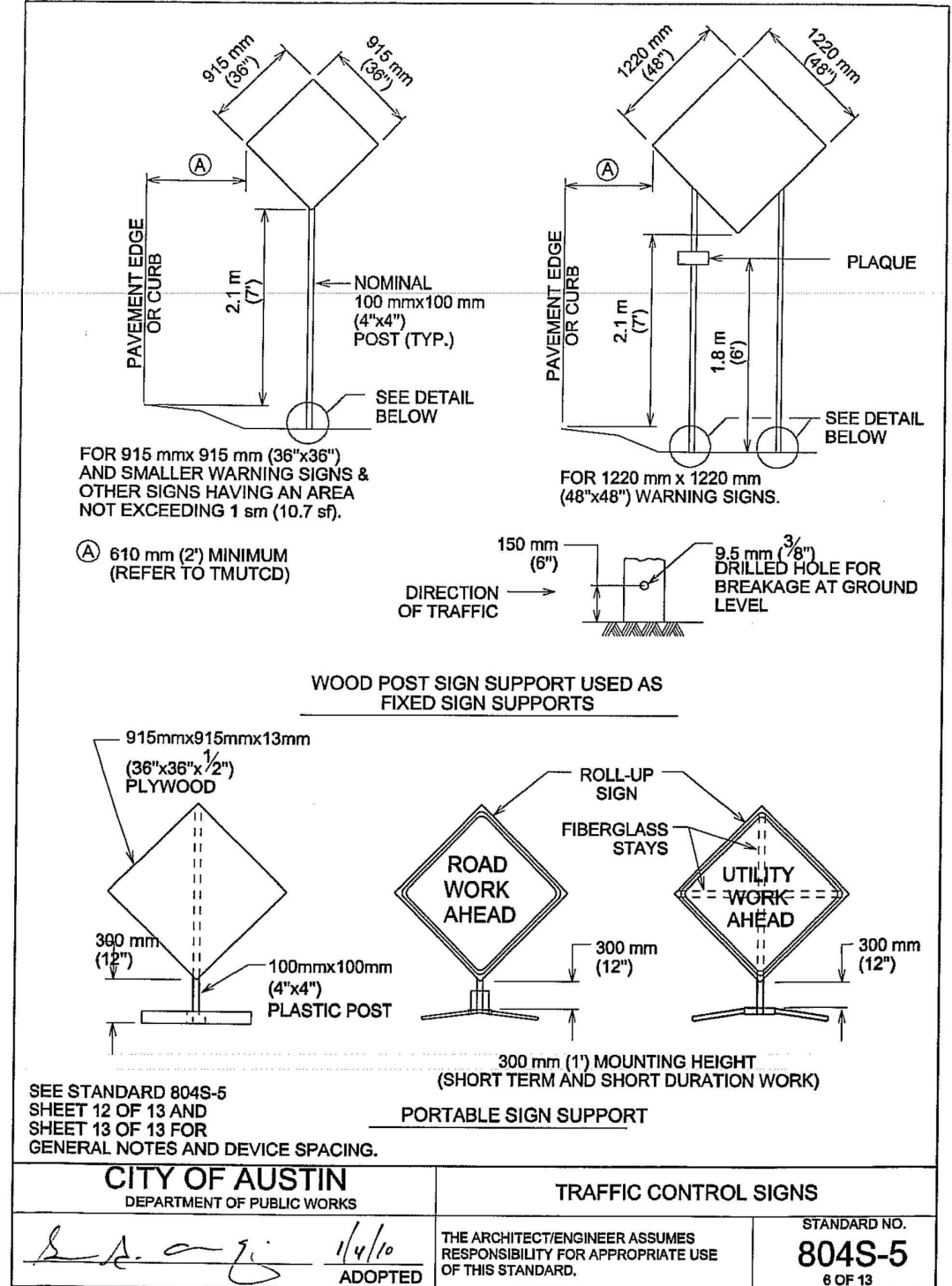
**TEMPORARY TRAFFIC CONTROL PLANS  
DETAILS (SHEET 1 OF 2)**

**BASTROP SPECIAL SMALL EVENT/PARADE ROUTE  
CITY OF BASTROP, TX**

PLOTTED: 11/01/2022  
JOB NO: 345-05B

TC-04  
5 OF 6





1. WARNING SIGNS SHALL BE ORANGE, FLUORESCENT RED-ORANGE OR FLUORESCENT YELLOW-ORANGE IN COLOR. THE FLUORESCENT VERSIONS OF ORANGE PROVIDE HIGHER CONSPICUITY THAN STANDARD ORANGE, ESPECIALLY DURING TWILIGHT. ALL SIGNS USED AT NIGHT SHALL BE EITHER RETROREFLECTIVE, WITH A MATERIAL THAT HAS A SMOOTH, SEALED OUTER SURFACE, OR ILLUMINATED TO SHOW SIMILAR SHAPE AND COLOR BOTH DAY AND NIGHT. SIGN ILLUMINATION MAY BE EITHER INTERNAL OR EXTERNAL. ROADWAY LIGHTING DOES NOT MEET THE REQUIREMENTS FOR SIGN ILLUMINATION.
2. TYPE A FLASHING WARNING LIGHTS MAY BE USED IN CONJUNCTION WITH SIGNS AT NIGHT. STANDARD ORANGE FLAGS MAY BE USED FOR DAY TIME OPERATIONS. HOWEVER, NEITHER LIGHTS NOR FLAGS MAY BLOCK THE SIGN LEGEND.
3. SIGNS SHOULD BE LOCATED ON THE RIGHT-HAND SIDE OF THE ROADWAY. WHEN SPECIAL EMPHASIS IS NEEDED, SIGNS MAY BE PLACED ON BOTH THE LEFT AND RIGHT SIDES OF ROADWAY. SIGNS SHALL BE PLACED ON BOTH THE LEFT AND RIGHT SIDES OF ONE-WAY OR DIVIDED ROADWAYS. SIGNS USED FOR LONG-TERM STATIONARY AND INTERMEDIATE-TERM STATIONARY WORK SHALL BE MOUNTED AT A HEIGHT OF AT LEAST 2.1 m (7') MEASURED FROM THE BOTTOM OF THE SIGN. THE HEIGHT TO THE BOTTOM OF A SECONDARY SIGN MOUNTED BELOW ANOTHER SIGN MAY BE 0.3 m (1') LESS THAN THE APPROPRIATE HEIGHT ABOVE.
4. SIGNS MAY BE MOUNTED ON PORTABLE SUPPORTS FOR SHORT-TERM, SHORT DURATION, MOBILE CONDITIONS AND EMERGENCIES. SIGNS MOUNTED ON PORTABLE SUPPORTS SHALL BE AT A HEIGHT OF AT LEAST 0.3 m (1') MEASURED FROM THE BOTTOM OF THE SIGN.
5. ALL SIGN SYSTEMS SHOULD BE CRASHWORTHY. NO SIGN MOUNTS SHALL BLOCK OR IMPEDE SIDEWALKS UNLESS NO OTHER OPTION IS AVAILABLE. ONLY SANDBAGS SHOULD BE USED FOR BALLASTING SIGN MOUNTS.

TABLE VI-3 TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING

Roadway Class	Posted Speed	Sign Spacing	Long-term Stationary Or Intermediate-term Stationary Approaching Warning Sign CW22 Series And CW22-1 Sign		Short-term Stationary Or Short Duration Approaching Warning Sign CW22 Series		Other Warning Signs
			Standard	Minimum	Standard	Minimum	
Convex	KPH (MPH)	meter (feet)	mm (inches)	mm (inches)	mm (inches)	mm (inches)	mm (inches)
	50 (30)	40 (130)	1220-1220 (48-48)	915-915 (36-36)	915-915 (36-36)		915-915 (36-36)
	58 (36)	40 (130)					
	65 (40)	75 (240)					
	70 (43)	100 (330)					
	80 (50)	100 (330)					
	80 (50)	100 (330)					
	100 (60)	200 (660)			1220-1220 (48-48)		1220-1220 (48-48)
	105 (65)	210 (690)					
	115 (70)	240 (790)					
Exp. or Pav	**	**	**	**	**	**	**

\* MINIMUM DISTANCE FROM WORK TO 1st ADVANCE WARNING SIGN AND/OR DISTANCE BETWEEN EACH ADDITIONAL SIGN.  
 \*\* FOR TYPICAL SIGN SPACINGS ON EXPRESSWAYS AND FREEWAYS, REFER TO THE CURRENT ADDITION OF T.M.U.C.D.  
 \*\*\* SMALLER SIGN SIZES MAY BE USED WHERE SIGN DESIGNS HAVE NOT BEEN INCLUDED IN THE "STANDARD HIGHWAY SIGN DESIGN MANUAL."

1. SPECIAL OR LARGER SIZE SIGNS MAY BE USED AS NECESSARY.
2. DISTANCE BETWEEN SIGNS SHOULD BE INCREASED AS REQUIRED TO HAVE 450 m (1500') OR MORE ADVANCE WARNING.
3. DISTANCE BETWEEN SIGNS SHOULD BE INCREASED AS REQUIRED TO HAVE A 0.8 km (1/2 MILE) OR MORE ADVANCE WARNING.
4. FOR USE ONLY ON SECONDARY ROADS OR CITY STREETS WHERE SPEEDS ARE LOW.

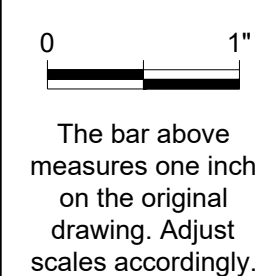
SEE STANDARD 804S-5 SHEET 12 OF 13 AND SHEET 13 OF 13 FOR GENERAL NOTES AND DEVICE SPACING.

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	TRAFFIC CONTROL SIGNS	STANDARD NO. <b>804S-5</b> 9 OF 13
<i>[Signature]</i> 1/4/10 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	

CITY OF AUSTIN  
DEPARTMENT OF PUBLIC WORKS

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	TRAFFIC CONTROL SIGNS	STANDARD NO. <b>804S-5</b> 7 OF 13
<i>[Signature]</i> 1/4/10 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	

NO.	DATE	DESCRIPTION	BY



TEMPRARY TRAFFIC CONTROL PLANS  
DETAILS (SHEET 2 OF 2)

BASTROP SPECIAL SMALL EVENT/PARADE ROUTE  
CITY OF BASTROP, TX

PLOTTED: 11/01/2022  
JOB NO: 345-05B

TC-05  
6 OF 6



# STAFF REPORT

**MEETING DATE:** July 11, 2023

**TITLE:**

Consider action to approve the first reading of Ordinance No. 2023-21 of the City Council of the City of Bastrop, Texas approving a Natural Gas Franchise Agreement to Universal Natural Gas, LLC (d/b/a Universal Natural Gas, Inc.) and its successors and assigns, for a period of ten (10) years from the effective date of this ordinance, a non-exclusive franchise and right to enter the public ways of the City of Bastrop, Texas for the transportation, distribution, and/or sale of gas to customers and the public generally in the City; defining the words and phrases therein; providing assignment, sale or lease of the franchise; providing for use and repair of the public ways; providing for regulation of service; establishing depth of pipelines; providing for indemnification of the City of Bastrop; providing for inspection of Grantee's records; requiring Grantee to pay a Franchise Fee; providing for conditions of the Franchise; providing for construction of this ordinance upon invalidity of any part thereof; providing for acceptance of this Franchise by Grantee and both an effective and operative date thereof; repealing all other ordinances directly in conflict herewith; providing for severability; providing for publication, and move to include on the July 25, 2023 agenda for a second reading.

**AGENDA ITEM SUBMITTED BY:**

Tracy Waldron, Chief Financial Officer

**BACKGROUND/HISTORY:**

A utility franchise is a privilege conferred by a municipal corporation, such as a city or a county, to a public utility company for the use of the municipality's public rights-of-way.

This franchise agreement allows Universal Natural Gas, LLC (d/b/a Universal Natural Gas, Inc.) and its successors and assigns, to construct, maintain, and operate its gas system in the City-owned public rights-of-way, which may include streets, alleys, and other public places. In exchange for these rights, the agreement requires Universal Natural Gas, LLC (d/b/a Universal Natural Gas, Inc.) and its successors and assigns, to pay the City a franchise fee.

Universal Natural Gas, LLC (d/b/a Universal Natural Gas, Inc.) shall pay the franchise fee on January 31<sup>st</sup> (for the last six months of the calendar year) and July 31<sup>st</sup> (for the first six months of the calendar year).

After any use, installation, or construction work, Universal Natural Gas, LLC (d/b/a Universal Natural Gas, Inc.) is responsible for restoring the public right-of-way.

The term of the franchise agreement is for a ten-year period. Universal Natural Gas shall notify the City within twelve (12) months prior to the expiration of the initial term if they wish to renew this Ordinance or either party may provide written notice of termination, without cause to the other party, at least 60 days prior to the termination date.

**FISCAL IMPACT:**

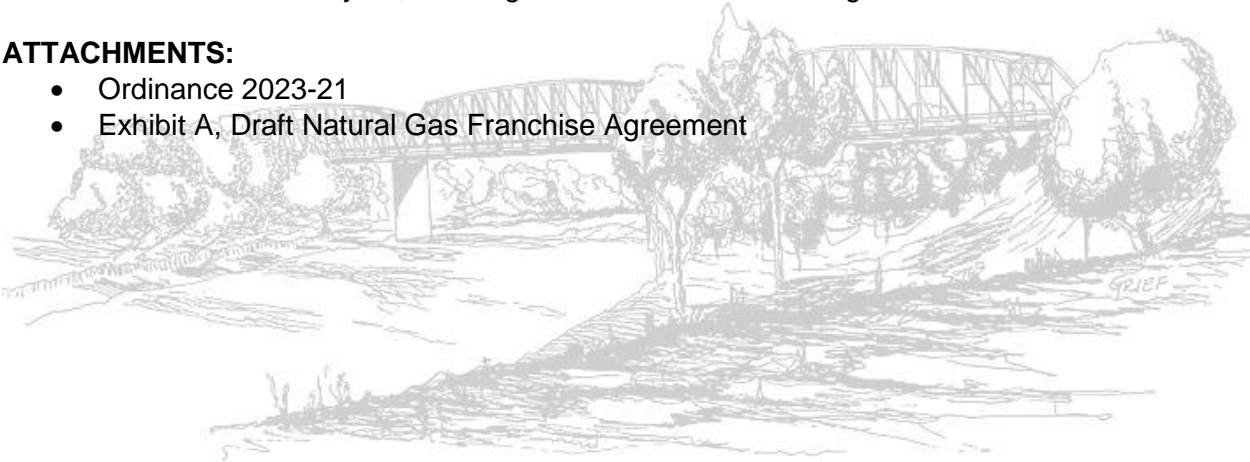
Increased Franchise Revenue for the City

**RECOMMENDATION:**

Tracy Waldron, CFO recommends approval of the first reading Ordinance No. 2023-21 of the City Council of the City of Bastrop, Texas approving a Natural Gas Franchise Agreement to Universal Natural Gas, LLC (d/b/a Universal National Gas, Inc.) and its successors and assigns, for a period of ten (10) years from the effective date of this ordinance, a non-exclusive franchise and right to enter the public ways of the City of Bastrop, Texas for the transportation, distribution, and/or sale of gas to customers and the public generally in the City; defining the words and phrases therein; providing assignment, sale or lease of the franchise; providing for use and repair of the public ways; providing for regulation of service; establishing depth of pipelines; providing for indemnification of the City of Bastrop; providing for inspection of Grantee's records; requiring Grantee to pay a Franchise Fee; providing for conditions of the Franchise; providing for construction of this ordinance upon invalidity of any part thereof; providing for acceptance of this Franchise by Grantee and both an effective and operative date thereof; repealing all other ordinances directly in conflict herewith; providing for severability; providing for publication, and move to include on the July 25, 2023 agenda for a second reading.

**ATTACHMENTS:**

- Ordinance 2023-21
- Exhibit A, Draft Natural Gas Franchise Agreement





ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE GRANTING TO UNIVERSAL NATURAL GAS, LLC (d/b/a UNIVERSAL NATURAL GAS, INC.) AND ITS SUCCESSORS AND ASSIGNS, FOR A PERIOD OF TEN (10) YEARS FROM THE EFFECTIVE DATE OF THIS ORDINANCE, A NON-EXCLUSIVE FRANCHISE AND RIGHT TO ENTER THE PUBLIC WAYS TO INSTALL, OPERATE AND MAINTAIN A DISTRIBUTION SYSTEM WITHIN, ALONG, ACROSS, OVER AND UNDER THE PUBLIC WAYS OF THE CITY OF BASTROP, TEXAS FOR THE TRANSPORTATION, DISTRIBUTION AND/OR SALE OF GAS TO CUSTOMERS AND THE PUBLIC GENERALLY IN THE CITY; DEFINING THE WORDS AND PHRASES THEREIN; PROVIDING FOR ASSIGNMENT, SALE OR LEASE OF THE FRANCHISE; PROVIDING FOR USE AND REPAIR OF THE PUBLIC WAYS; PROVIDING FOR REGULATION OF SERVICE; ESTABLISHING RIGHTS AND DUTIES IN THE MOVEMENT AND ALTERATION OF PIPELINES; PROVIDING FOR INDEMNIFICATION OF THE CITY OF BASTROP; PROVIDING FOR INSPECTION OF GRANTEE’S RECORDS; REQUIRING GRANTEE TO PAY A FRANCHISE FEE; PROVIDING FOR CONDITIONS OF THE FRANCHISE; PROVIDING FOR SEVERABILITY; REPEALING ALL OTHER ORDINANCES DIRECTLY IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ACCEPTANCE OF THIS FRANCHISE BY GRANTEE AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bastrop, Texas, (the “City”), is a home rule city operating pursuant to the laws of its Charter and of the State and Texas; and

**WHEREAS**, Chapter 121 of the Texas Utilities Code authorizes municipalities to adopt ordinances that establish conditions for mapping, inventorying, locating, or relocating pipelines over, under, along, or across a public street or alley or private residential area in the boundaries of the municipality; and

**WHEREAS**, Section 11.01 of the Bastrop City Charter provides, the City Council shall have the power to grant, amend, renew or extend by ordinance all franchises of all public utilities of every character, operating within the City; and

**WHEREAS**, the City strives to promote orderly and safe development within the territorial limits of the City; and

**WHEREAS**, the City Council finds that this franchise agreement with Universal Natural Gas, LLC (d/b/a Universal Natural Gas, Inc.), (hereinafter referred to as the “Grantee”) is in the best interest of the health, safety, and welfare of the citizens of the City; and

**WHEREAS**, the City finds that this ordinance was passed and approved at a meeting of the City Council of the City of Bastrop held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members was present and voting; and

**WHEREAS**, the City Council has determined that all prerequisites to the adoption of this Ordinance have been met.

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

**SECTION 1. DEFINITIONS**

As used in this Ordinance, the following words and phrases shall have the following meanings:

- A. "Affiliate" means any person or entity that directly or indirectly owns or controls, that is directly or indirectly owned or controlled by, or that is under common ownership or control with Grantee.
- B. "City" means the City of Bastrop, in Bastrop County, Texas, a municipal corporation, hereinafter also referred to as "Grantor".
- C. "City Secretary" means the City Secretary of the City or other such officer of the City designated to serve as the filing officer for official documents and records of the City.
- D. "City Council" means the City Council of the City as the governing body of the City.
- E. "City Engineer" means the City Engineer of the City, the Public Works Director of the City, or such other officer of the City designated to approve engineering plans and designs for construction within Public Ways.
- F. "City Manager" means the City Manager of the City, the City Administrator of the City, or such other chief administrative officer of the City designated to hear appeals from the decisions of other City officers.
- G. "Customer" means any individual person, corporation, company, partnership, firm, unincorporated association, trust, municipality, or public or private entity located within the municipal corporate limits of the City and serviced by the Grantee through any use of the Public Ways.
- H. "Franchise Fee" or "Franchise Fees" shall mean the sum of fees to be paid to the City by Grantee under Section 11 of this Ordinance.
- I. "Gas Sales" means the sale of natural gas to Grantee's Customers located within the corporate limits of the City by use of the System.
- J. "Gas Transportation" means the transportation of Transport Gas for redelivery to Customers with re-delivery points located within the corporate limits of the City.
- K. "Grantee" shall mean UNIVERSAL NATRUAL GAS, LLC, a Texas limited liability company, and its successors and assigns.
- L. "Gross Receipts from Gas Sales" shall constitute and include Grantee's total receipts from Gas Sales to Grantee's Customers within the corporate limits of the City. Grantee's Gross

Receipts from Gas Sales subject to the Franchise Fee shall specifically exclude, without limitation:

- [1] receipts from gas sales or services to Customers located at delivery points outside the corporate limits of the City;
- [2] sales of gas billed but not collected or received by the Grantee;
- [3] the revenue of any Affiliate of Grantee, to the extent that such revenue is also included in Gross Receipts from Gas Sales of the Grantee;
- [4] sales taxes, gross receipts taxes, other applicable taxes under state or local law, and Franchise Fees collected by Grantee;
- [5] any interest income earned by the Grantee; and
- [6] all monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City's Public Ways.

M. "Gross Receipts from Gas Transportation" shall constitute and include Grantee's total receipts from its transportation of Transport Gas, consisting of receipts from cost of service. Grantee's Gross Receipts from Gas Transportation subject to the Franchise Fee shall specifically exclude, without limitation:

- [1] receipts from gas transportation services to Customers located at delivery points outside the corporate limits of the City;
- [2] fees for gas transportation services billed but not collected or received by the Grantee;
- [3] the revenue of any Person including, without limitation, an Affiliate of Grantee, to the extent that such revenue is also included in Gross Sales Revenues of the Grantee;
- [4] sales taxes, gross receipts taxes, other applicable taxes under state or local law, and Franchise Fees collected by Grantee;
- [5] any interest income earned by the Grantee; and
- [6] all monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City's Public Ways.

N. "Permit" means the authorization to Grantee:

- [1] for the opening of the streets, avenues, alleys, other public places or Public Ways shown on maps or plans submitted by Grantee to the City Engineer, showing the streets, avenues, alleys, and other public places and the locations thereon wherein Grantee proposes to construct new mains and pipes,

- [2] for the new construction or laying of the new mains and pipes by Grantee as shown on plans, and
- [3] to perform all work on existing Grantee facilities or the System within the Public Ways or other City rights-of-way.
- O. “Person” means an individual, corporation, general or limited partnership, limited liability company, trust, association, or other business or legal entity.
- P. “Public Ways” means the present and future streets, avenues, boulevards, parkways, lanes, alleys, bridges, sidewalks, easements, highways, and public places within the municipal corporate limits of the City, whether dedicated or not.
- Q. “System” means Grantee’s system of mains, pipelines, conduits, valves, feeders, regulator stations, laterals, service lines, measuring devices, and all other necessary plants, attachments, land, structures, facilities and appurtenances for the purpose of selling, storing, supplying, conveying, transmitting, distributing, and/or transporting natural gas and any gas, including the equivalent substitutes, for all other lawful purposes in, through, upon, under, and along the present and future streets, avenues, alleys, bridges, sidewalks, easements, highways, and any other public place within the municipal corporate limits of the City.
- R. “Transport Gas” means gas owned or controlled by a user or its designee (i.e., gas that is purchased or otherwise acquired by a user from someone other than Grantee) and delivered by such user or its designee to Grantee at a point on Grantee’s System, such point of delivery to be defined by Grantee, and carried, delivered or transported through Grantee’s System at a point of redelivery within the municipal corporate limits of the City by Grantee to the user for a fee.

SECTION 2. GRANT OF FRANCHISE

- A. Subject to the terms and conditions of this Franchise Ordinance, the Grantor hereby grants to Grantee, its successors and assigns and Affiliates, for the term of ten (10) years from the effective date of this Ordinance, the right to enter upon the Public Ways to install, operate and maintain a System along, across, over and under the Public Ways for the privilege of transporting, distributing and/or selling gas to Customers and the public generally within the municipal corporate limits of the City, and including any territory that the City may hereafter annex, acquire, purchase; and to distribute, sell, store, supply, transport, carry and/or convey natural gas and any gas through Grantee’s System in the City to other cities, towns, communities and areas outside the City and to inhabitants thereof, for the full term of this Franchise Ordinance.
- B. The Franchise granted by this Ordinance shall in no way affect or impair the present or future rights, obligations, or remedies of the City or Grantee under the Texas Gas Utility Regulatory Act, as amended. This is a non-exclusive franchise.



SECTION 3. FRANCHISE ASSIGNMENT, SALE OR LEASE

This Franchise Agreement may not be transferred or assigned to any non-Affiliate of Grantee, in whole or in part, without the written consent of the City, which may be administratively approved by the City Manager. Any such consent shall not be unreasonably withheld. As such, Grantee shall notify Grantor of: the name of the buyer, transferee or assignee; the type of service(s) intended to be provided through the facilities of such buyer, transferee or assignee; and the name, mailing address, and telephone number of a contact person associated with such buyer, transferee or assignee. Notice shall be sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to:

City of Bastrop  
Attn: Sylvia Carrillo, City Manager  
P.O. Box 427  
1311 Chestnut Street  
Bastrop, Texas 78602

With a copy to:

Bojorquez Law Firm  
Attn: Alan Bojorquez  
11675 Jollyville Road, Suite 300  
Austin, Texas 78759

SECTION 4. USE AND REPAIR OF THE PUBLIC WAYS

- A. Grantee’s System shall be erected, placed, extended, repaired, laid or otherwise installed, operated and maintained in such a manner as will, consistent with reasonable necessity, cause the least interference with other existing public uses of the Public Ways, including but not limited to existing sewer, water, pipes, electricity, telephone wires, public or private drains, and any other facilities within the City and also including those utilities granted by franchise or permit by the City.
- B. Except in the case of an emergency, within the City’s full purpose jurisdiction, when Grantee desires to lay any new mains or replace any existing mains hereunder, and before commencing its new construction work or replacement of mains, it shall submit to the City Engineer, or other proper authority, a map or plan showing the streets, avenues, alleys, and other public places and the locations thereon wherein it proposes to construct such new or replacement mains and pipes. The City Engineer, or other proper authority, shall by written notice, either issue or deny the Permit to Grantee. Approval by the City Engineer, or other proper authority, shall constitute the Permit to Grantee for the opening of the streets, avenues, alleys and other public places shown on the map or plan, and for the new construction or laying of the new mains and pipes by Grantee or the replacement of existing mains and pipes as shown on the plan.

In the event that the Permit is denied, the City Engineer, or other proper authority, shall advise Grantee of the reasons for the denial and all necessary steps to secure approval of the Permit. Grantee shall have the right to immediately appeal the non-issuance of the Permit to the City Manager, and if not approved within ten (10) calendar days by the City

Manager, Grantee may appeal to the City Council and be heard at a public meeting held in compliance with applicable law. If the City Council fails to act on the appeal within ten (10) calendar days, the appeal will be deemed to be denied unless agreed otherwise in writing by Grantee and the City. Appeal of any decision made by the City Council shall be made to the District Court of Bastrop County, Texas, and an appeal from any decision of the District Court shall be as in all other civil actions.

This Subsection 4 (B) shall also apply to all other facilities and equipment of Grantee to be constructed or installed on public property within the City’s full purpose jurisdiction.

- C. After any excavation or disturbance, Grantee shall, with due diligence and dispatch, place the Public Way in a condition in compliance with the Grantor’s reasonable standards and specifications.

SECTION 5. REGULATION OF SERVICE

The System of Grantee shall at all times be installed, operated and maintained in accordance with accepted good practice, and in accordance with all State, Federal and City regulations, and in such condition as will enable the Grantee to furnish adequate and continuous service as required by the orders, rules and regulations of the Railroad Commission of Texas or other regulatory authority having jurisdiction. The requirements set forth in this Section shall not relieve Grantee of any other obligations set forth herein.

SECTION 6. DEPTH OF PIPELINES

After the effective date of this franchise, Grantee’s main or lateral lines installed or replaced in Public Ways shall be installed or replaced at depths which comply with all applicable state and federal rules, regulations and company policies establishing minimum safety standards for the design, construction, maintenance and operation of pipelines. Depth shall be measured from the lower of existing grade or proposed future grade as set forth on plans or other specifications existing at the time such lines are installed or replaced.

SECTION 7. DUTY TO MOVE OR ALTER LINES

- A. Grantor reserves the right to lay or permit to be laid cables, electric conduits, water, sewer, gas or other pipelines and to do or permit to be done any underground work deemed necessary and proper by the Grantor, along, across, over or under the Public Ways. In permitting such work to be done, the Grantor shall be liable to the Grantee for any damage to Grantee’s pipelines and facilities caused by Grantor or its agents’ or contractors’ gross negligence.
- B. When Grantee is required by Grantor to remove or relocate its mains, laterals, and other facilities to accommodate construction of streets and alleys by the Grantor, and Grantee is eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Grantee as a result of such removal or relocation, and such reimbursement is required to be handled through Grantor, then Grantee’s costs and expenses shall be included in any application by Grantor for reimbursement, if Grantee provides the Grantor its appropriate cost and expense documentation prior to the filing of

the application. Grantor shall provide reasonable notice to Grantee of the deadline for Grantee to submit documentation of the costs and expenses of such relocation to Grantor.

- C. When Grantee is required to remove or relocate its mains, laterals or other facilities to accommodate construction of streets or alleys by the Grantor without reimbursement, Grantee shall have the right to seek a surcharge to recover relocation costs pursuant to Section 104.112 of the Texas Utilities Code or any other applicable law or regulations.
- D. If Grantor shall require the Grantee to adapt or conform its System or in any way to alter, relocate or change its property to enable any other person, firm, corporation or entity (whether public or private), other than the Grantor, to use the Public Ways, the Grantee shall be reimbursed by the person, firm corporation or entity desiring or occasioning such change for any and all loss, cost or expense occasioned thereby.

#### SECTION 8. INDEMNIFICATION

Grantee and its successors and assigns shall indemnify, save, defend, protect and hold City and its agents, successors, assigns, legal representatives, employees, contractors, elected and non-elected officials and officers harmless from and against any and all claims, damages, losses, liabilities, demands, costs, causes of action, settlements, awards, penalties, fees assessments, fines, charges, demands, liens, punitive damages, attorney fees and judgments of every kind or character, known or unknown, fixed or contingent (collectively "Claims") arising out of the negligent acts, omissions, error, or willful misconduct of the Grantee, its servants, agents, employees, contractors, subcontractors, licensees, or any other person or entity in connection with the Grantee and the operation of this franchise, including without limitation any claims arising from tort, personal injury, death, property damage or nuisance, provided however, that in the event of such claim or claims being prosecuted against the City, Grantee shall have the right to defend against the same, and to settle or discharge same in such manner as it may see fit, and the City shall give prompt written notice to Grantee of the presentation or prosecution of such claims.

Notwithstanding anything herein to the contrary, under no circumstances whether under breach of contract, tort (including negligence), strict liability, or any other theory of liability, shall either Party be liable to the other for any consequential, special, indirect, incidental, exemplary, enhanced, treble (or statutory equivalent), or punitive damages, including without limitation, loss of profits, loss of business opportunity or loss of prospective revenue, arising out of this agreement or any work or services performed or to be performed hereunder.

#### SECTION 9. GRANTEE'S RATES, RULES AND REGULATIONS

The Grantee shall have the right to make and enforce such reasonable rules and regulations as it may deem necessary for the extension of its facilities, the sale of its gas and the conduct of its business, provided that such rules and regulations shall neither be in conflict with the laws of the State of Texas, with the orders, rules or regulations of the Railroad Commission of Texas or other regulatory authority having jurisdiction, nor with the ordinances, and regulations of the Grantor insofar as they are consistent with the jurisdiction of the Railroad Commission of Texas or such other regulatory authority. Grantee shall supply natural gas and provide regulated services at the rates and under the terms and conditions specified by such rules, any tariffs filed with the Railroad Commission of Texas, and as provided herein such rates are attached hereto as Exhibit A.

SECTION 10. INSPECTION OF RECORDS

Grantee shall permit Grantor or its agents to inspect, examine and audit, during regular business hours, the books, papers and records kept by Grantee in the ordinary course of business and pertaining to the natural gas business carried on by it in the City, such as plats, maps and atlases identifying Grantee’s pipelines in the City, and the books and records necessary to verify the franchise fee payment provided for in Section 11 hereof. Notwithstanding the obligation herein, Grantee shall have the right to the reasonable protection of proprietary information and to provide redacted documents or require Grantor or its agents to enter into such agreements pertaining to confidentiality as may reasonably protect the proprietary information of Grantee, but which do not unreasonably frustrate the purposes of this Section.

SECTION 11. CONSIDERATION FOR FRANCHISE: FRANCHISE FEE

A. As full consideration for the rights and privileges conferred by this Ordinance, Grantee agrees to pay Grantor as follows:

- [1] Grantee shall collect the Franchise Fee from its Customers and shall pay Grantor a Franchise Fee the sum of which is equal to Five Percent (5%) of the Gross Receipts received by Grantee, per billing period, from the transportation and sale of natural gas for consumption within the municipal corporate limits of the City. The Franchise Fee shall include only Gross Receipts from Gas Sales to Customers located in the City; Gross Receipts from Gas Transportation to Transport Gas Customers with re-delivery points located in the City. All sums due from Grantee shall be in lieu of all other franchise fees, licenses, or occupational taxes, which may be levied or attempted to be levied on Grantee by the City.
- [2] Grantee shall pay such Franchise Fee collected from its Customers to the Grantor under the terms of this Ordinance, based upon meters read on or after the effective date of this Ordinance. During the term of this Ordinance, Grantee shall collect from its Customers and pay the City on January 31<sup>st</sup> (for the last six months of the prior calendar year) and July 31<sup>st</sup> (for the first six months of the calendar year). Grantee shall include with the Franchise Fee payment a statement showing its collections of Gross Receipts from Gas Sales and Gross Receipts from Gas Transportation in the City, including the calculation of the Franchise Fee for the subject time period. Collection and payment of Franchise Fee shall be final as to both parties unless questioned by written notice provided by one party to the other within one year after payment thereof has been made.
- [3] Any payments that are received after 5:00 P.M. of the due date constitute late payments. Late payments shall accrue interest from such due date until payment is received by the Grantor. Interest shall be calculated in accordance with the interest rate for customer deposits established in accordance with Texas Utilities Code Section 183.003 for the time period involved.
- [4] The Franchise Fee shall be in lieu of and accepted as payment of all of Grantee’s obligations to pay all other franchise fees, licenses, easement or occupation taxes, levies, exactions, rentals, street-cut fees, inspection fees, right of way inspection fees, permit fees, franchise fees, easement taxes, or charges of any kind whatsoever

which may be levied or attempted to be levied in general by the City for the use of City’s Public Ways and other rights-of-way, with the exception of sales taxes, ad valorem taxes, special assessments, and any applicable permit fees which are made without reference to or dependence upon Grantee’s franchise or occupancy of the streets and public right of way, e.g., special assessment paving liens.

- B. The rights, privileges, and franchises granted by this Ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time as it may see fit, like privileges, rights, and franchises to any other person or corporation for the purpose of furnishing gas in the City.
- C. Unless expressly set forth herein, or otherwise provided by law, by accepting this Ordinance, Grantee does not agree to be responsible for the payment of franchise fees other than as expressly set forth herein, or for the payment of franchise fees owed to the City by any other entity, corporation or firm.

SECTION 12. CONDITIONS OF FRANCHISE

This contract, franchise, grant and privilege is granted and accepted under and subject to all applicable laws and under and subject to all of the orders, rules, regulations, and ordinances of Grantor now or hereafter adopted by governmental bodies now or hereafter having jurisdiction.

To the extent that all or any other existing ordinance shall conflict with any provision of this Ordinance, this Ordinance shall prevail upon passage, adopting and acceptance of this Ordinance.

In addition to all other rights, powers and remedies retained by the Grantee and Grantor under this Franchise Agreement or otherwise, in the event a dispute arises regarding the obligations under this Franchise Agreement, the Grantor shall give written notice specifying the nature of the dispute to the Grantee. The Grantee shall have 30 days from receipt of such notice to remedy the dispute. If the cure cannot reasonably be completed within such 30-day period, commercially reasonable best efforts to complete such cure shall be used. In the event a remedy does not occur, the Grantor may pursue additional judicial and/or legal remedies, including but not limited to injunctions to prevent breaches of this Franchise Agreement and to enforce specifically the terms and provisions of this Franchise Agreement. Actions taken by Grantee in order to comply with then-current laws and regulations shall not be considered grounds for a dispute hereunder. Nothing herein shall be construed to limit Grantee’s or Grantor’s right to seek judicial determination of a breach of this Franchise Agreement.

SECTION 13. INVALIDITY OF ORDINANCE

If any clause, sentence, or section of this Ordinance shall be held to be invalid, it shall not affect the remaining portions of this Ordinance, which shall remain valid and effective as if such invalid provision did not exist, although the parties shall be entitled to a judicial interpretation or construction of this Ordinance to address the validation of such provision by minimal amendment thereof. Further, should any governmental body now or hereafter having jurisdiction determine that Grantee shall not be permitted to collect in whole or in part the compensation due Grantor by others for Transport Gas as set forth in Paragraph (2) of Subsection A of Section 11 of this Ordinance, Grantee shall thereafter have no obligation to make such payment to Grantor and



Paragraph (2) of Subsection A of Section 11 shall be of no force and effect with regard to the sale of Transport Gas and this Agreement shall be considered null and void.

#### SECTION 14. NOTICE OF ORDINANCE

A caption of this Ordinance shall be published once, within fifteen (15) days following the first reading, in a newspaper of general circulation in the City, and the expense of such publication shall be borne by the prospective franchise holder.

#### SECTION 15. ACCEPTANCE BY GRANTEE

Grantee shall have thirty days from the execution of this Ordinance within which to file in the office of the City Secretary its consent to and written acceptance of the provisions and conditions of this Franchise Ordinance.

#### SECTION 16. REPEALER

Each and every other ordinance or part thereof which is directly in conflict with any provision herein as to the grant of a franchise for natural gas services and the regulation thereof is hereby repealed.

#### SECTION 17. SEVERABILITY

That it is hereby declared that the sections, articles, subsections, paragraphs, sentences, clauses, and phrases of this ordinance are severable and if any phrase, clause, sentence, paragraph, subsection, article, or section of this ordinance shall be declared void, ineffective, or unconstitutional by a valid judgment or final decree of a court of competent jurisdiction, such voidness, ineffectiveness, or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, articles, or sections of this ordinance since the same would have been enacted by the City Council without the incorporation herein of any such void, ineffective, or unconstitutional phrase, clause, sentence, paragraph, subsection, article, or section.

#### SECTION 18. NO WAIVER OF POWER.

In granting this Franchise, the City does not waive its regulatory powers, nor any rights under the Constitution and laws, present and future, of the State of Texas, nor any of its rights under future ordinances which are not in conflict herewith. The enumeration of special duties required of the Grantee shall not be construed as a limitation of the powers and duties conferred upon the City by the Constitution or laws of the State of Texas, or any present or future ordinances; and the Grantee shall perform all duties required by of it, by any valid ordinances not in conflict herewith adopted by the City, and by the laws of the State of Texas.

#### SECTION 19. CITY RESERVES POWER

The City retains exclusive control over its streets, including (without enumerating all of its powers and without limiting its other powers) the power to lay out, establish, open, alter, widen, lower, elevate, extend, grade, abandon, discontinue, abolish, close, sell, pave, supervise, maintain and improve all of its streets and to construct, maintain and repair sewer pipes, water mains, drainage systems and other public works within its streets. In the exercise of such powers, the City may,

whenever it deems it to be necessary, require the Grantee to alter, lower, elevate, relocate, or remove its pipelines in any such street, as and when required by the City. Such alterations to the Grantee’s systems shall be made at Grantee’s expense, subject to the Grantee’s right to recover such costs from the ratepayers within the City pursuant to Section 104.112 of the Texas Utilities Code.

SECTION 20. VENUE

This franchise agreement is performable in Bastrop County, Texas and in the event of a dispute between such parties hereto, by agreement of such parties, venue shall be established in Bastrop County, Texas.

SECTION 21. ANNEXATIONS

Grantor shall promptly notify Grantee in writing of areas newly annexed into or de-annexed from the corporate limits of Grantor, and Grantee shall update its records for the purpose of payment of franchise fees as soon as reasonably practicable after receiving such notice. Upon receipt of notice of annexation from the City, Grantee shall have one hundred and twenty (120) days to begin collecting and paying the Franchise Fee for any revenues received from Grantee’s customers residing in the newly annexed territories.

SECTION 22. RENEWAL OF FRANCHISE; NOTICE

Upon expiration of the initial ten (10) year term of this franchise and in the event Grantee desires to renew this Ordinance, Grantee shall notify the Grantor within twelve (12) months prior to the expiration of the initial term. Either party may provide written notice of termination, without cause to the other party, prior to the expiration of the initial term or a renewal term. Notice of termination shall be provided at least 60 days prior to the termination date.

Notices to the City shall be provided as set forth in Section 3. Notices to Grantee shall be sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to:

Universal Natural Gas, LLC (d/b/a Universal Natural Gas, Inc.)  
Attn: General Counsel  
9950 Woodloch Forest Drive, 22<sup>nd</sup> Floor  
The Woodlands, TX 77380

Any party may change the address to which notices and other communications hereunder are to be delivered by giving notice to the other party in the manner described herein.

SECTION 23. PROOF OF LIABILITY TO PERFORM UNDER THIS FRANCHISE

At the City’s request, the Grantee will provide a copy of its Annual Report to the City Manager each year as proof of its financial ability to perform the duties required by this franchise.

SECTION 24. INSURANCE

During the term hereof, the Grantee shall maintain one or more policies of general liability insurance having policy limits of not less than \$5,000,000.00 per occurrence. Prior to the



commencement of work, the Grantee will provide a certificate of insurance evidencing such coverage including listing the Grantor as an additional insured.

SECTION 25. EFFECTIVE DATE

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

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, THIS \_\_\_\_\_ DAY OF JULY, 2023.**

\_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

The above and forgoing Franchise Ordinance and the grants, franchise, powers, rights and privileges thereto were accepted by Grantee this 29 day of June, 2023.

UNIVERSAL NATURAL GAS, LLC

By: [Signature]

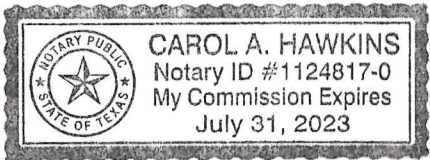
Name: Richard Bard

Title: SVP Engineering

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 29 day of June, 2023, by Richard Bard, SVP, Engineering of UNIVERSAL NATURAL GAS, LLC, and who represents he has been given authority to sign this Agreement by and on behalf of said entity.



[Signature]  
Notary Public, State of Texas



# STAFF REPORT

**MEETING DATE:** July 11, 2023

**TITLE:**

Holding a public hearing and consider action to approve the first reading of Ordinance No. 2023-22 of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances Chapter 14, the Bastrop Building Block (B3) Code, Article 3.1 Place Type Zoning Districts, and adding Article 3.4 Planned Development Districts; establishing standards and procedures; and providing for findings of fact, repealer, severability, codification, effective date, proper notice, and meeting; and move to include on the July 25, 2023, agenda for second reading.

**AGENDA ITEM SUBMITTED BY:**

Sylvia Carrillo, ICMA-CM, CPM, City Manager

**BACKGROUND/HISTORY:**

The B3 code, as written, was meant to be a living document. It has, since its adoption, only recently begun to be revisited as the commercial and residential development community continues to try to navigate the complexity and rigidity of the code as written. Local residents have faced similar challenges.

The recent code amendments have been introduced as a method to alleviate the pain points in the code as we continue to seek resolution to those segments of the code that do not work as written, nor in practice.

The Planned Development District amendment to the code is intended to alleviate the pain points of:

- Rigidity
- Impracticality of certain sites
- Lack of clear administrative authority to the staff
- Requirement of the Planning Commission and the City Council to design from the dais
- Additional time constraints in place as part of the B3 process

The PDD ordinance is intended to act as a rezoning and includes publication in the newspaper and public hearings. Further, is not intended to undermine the existing code as the underlying zoning remains intact. It is intended to apply flexibility while still meeting the intent of the code via an administrative process instead of the need for a warrant before the planning commission and council. During that administrative process, staff work out the best arrangement keeping the city's best interests at the forefront and bringing a solution-oriented process to planning commission and city council for final approval.

The planning commission may still request amendments to the agreed upon layout, as may the city council. Conversely, if there are areas in the design that still do not work, staff will be prepared to recommend a denial or to make amendments at the dais.

The beauty of the PDD is that it allows the public and the legislative bodies to see a project in its entirety and the required submittals are package based instead of piecemeal based. This leads to better decision making by the staff and legislative bodies.

**ATTACHMENTS:**

- Planned Development District Ordinance



**ORDINANCE NO. 2023-22**

**AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AMENDING THE BASTROP CODE OF ORDINANCES CHAPTER 14, THE BASTROP BUILDING BLOCK (B3) CODE, ARTICLE 3.1 PLACE TYPE ZONING DISTRICTS, AND ADDING ARTICLE 3.4 PLANNED DEVELOPMENT DISTRICTS; ESTABLISHING STANDARDS AND PROCEDURES; AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE, AND MEETING.**

**WHEREAS**, pursuant to Texas Local Government Code Section 51.001, the City Council of the City of Bastrop (City Council) has general authority to adopt an Ordinance or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

**WHEREAS**, pursuant to Texas Local Government Code Chapters 211, 212, 214, and 217, the City Council has general authority to regulate planning, zoning, subdivisions, and the construction of buildings; and

**WHEREAS**, a Planned Development District is a district that accommodates planned association of uses developed as integral land use units such as industrial districts, offices, commercial or service centers, shopping centers, residential developments of multiple or mixed housing including attached single-family dwellings or any appropriate combination of uses which may be planned, developed, or operated as integral land use units either by a single owner or a combination of owners; and

**WHEREAS**, a Planned Development District may be used to permit new or innovative concepts in land utilization not permitted by other zoning districts in the City of Bastrop comprehensive zoning ordinance; and

**WHEREAS**, the City Council finds that the public benefit from rules or regulations that are crafted specifically to govern particular tracts for particular projects through the negotiation and enactment of Planned Development Districts that address the height, number of stories, size of buildings and other structures, the percentage of the lot that may be occupied, the size of yards, courts and other open spaces, density of population, the location and use of buildings, structures, land designated to be used for residential, commercial, trade, industry, or other purposes; and

**WHEREAS**, the City Council finds certain amendments to the Bastrop Code of Ordinances necessary to meet changing conditions and are in the best interest of the City; and

**WHEREAS**, the City Council finds the attached amendments are necessary and proper for the good government, peace, or order of the City to adopt an ordinance providing standards and procedures for the creation of Planned Development Districts.

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

**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. Amendment:** Chapter 14 of the Bastrop Code of Ordinances, the Bastrop Building Block (B3) Code, is hereby amended, and after such amendment, shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Article 3.4 Planned Development Districts is hereby added and shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as shown in each of the attachments.

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

**Section 4. Severability:** Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

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

**Section 6. Effective Date:** This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

**Section 7. Proper Notice & Meeting:** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**PASSED & APPROVED on First Reading** by the City Council of the City of Bastrop, on this, the 11th day of July 2023.

**PASSED & APPROVED on Second Reading** by the City Council of the City of Bastrop, on this, the \_\_\_\_ day of July 2023.



**APPROVED:**

by: \_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## ARTICLE 3.1 PLACE TYPE ZONING DISTRICTS

### SECTION 3.1.005 PLACE TYPE ZONING DISTRICTS TABLE

#### **PDD: Planned Development Districts**

Planned Development Districts are ~~existing~~ master planned developments ~~created under previous Codes~~ that allow a mix of land uses and design Standards. Each area has specific concept and Development plans that determine Street connectivity, Lot layout, and Building design.

## ARTICLE 3.2, PLACE TYPE STANDARDS

### SECTION 3.2.001 ALLOCATION & SEQUENCE OF PLACE TYPE DETERMINATION

(b) The City of Bastrop shall have the following assigned percentages of each Pedestrian Shed allocated to the established Place Types. Before preparing a Neighborhood Concept Scheme the Applicant must review permitted Development Patterns and the associated Standards. Place Type percentage allocation per Pedestrian Shed as described in Article 3.3:

P1- Nature	Varies
P2- Rural	Varies
P3 - Neighborhood	10-35%
P4 – Mix	25-75%
P5 – Core	5-20%
CS - Civic Space	10% min.
EC - Employment Center	No Min.
<u>PDD- Planned Development District</u>	<u>No Min.</u>

## ARTICLE 3.4 PLANNED DEVELOPMENT DISTRICTS

### Sec. 3.4.001. Title.

This article shall be commonly cited as the "Planned Development District Ordinance."

### Sec. 3.4.002. Scope.

This article applies to all property within the incorporated municipal boundaries (i.e., "city limits"), and may also extend to the extraterritorial jurisdiction ("ETJ") to the extent owners are willing to be voluntarily annexed into the city concurrently with the adoption of the planned development district.

### Sec. 3.4.003. Definitions.

(a) General. Words and phrases used in this article shall have the meanings set forth in this section. Terms that are not defined below, but are defined elsewhere in this code, shall be given the meanings set forth in this code. Words and phrases not defined in this code shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense; words in the plural number shall include the singular number (and vice versa); and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes only.

(b) Specific.

*Applicant.* The person or entity applying for a PD district, that being the owner of fee simple title of the real property covered by the PD district, or a prospective purchaser, agent, representative, or developer of the property providing the city with written Power of Attorney evidencing authority to represent the owner and bind them in contract.

*City Manager.* The chief administrative officer of the city. The term may also include the deputy city manager, director of planning and development, or any other agent of the city specifically designated by the city council to perform the duties of the city manager, as set out in this article.

*PD master plan.* A development plan that serves as the basis for the enactment of a planned development district. The plan may be for one or more lots. The plan depicts the existing and proposed conditions of the lot, including: water features; landscaping and open spaces; walkways, means of ingress and egress; circulation; utility services; structures and buildings; signs and lighting; screening devices; and any other information required by this article. A PD master plan is not required to have an engineer's seal.

Site plan: An engineered development plan that serves as the basis for the issuance of a site development permit, in accordance with the city's site development ordinance.

**Sec. 3.4.004. Purpose; nature of district.**

**(a) Purpose.**

- (1) This article provides standards and procedures for the legislative creation of specialized zoning districts that are crafted specifically for certain land endeavors. Planned development districts are intended to allow flexibility and encourage creative land use and site development while providing natural resource preservation and protecting adjoining properties. Through planned development districts the city is better able to give developers the flexibility they need for complicated projects, while protecting the public interest by mitigating externalities related to traffic, noise, aesthetics, lighting, and drainage.
- (2) Planned development districts are established by ordinance and, thus, are not agreements, although often they are developed through negotiations between the city and applicants.
- (3) PD agreements may be negotiated and entered into by the City and the applicant as a separate companion instrument addressing mutually agreed upon terms, conditions, and/or arrangements related to the PD district being created but beyond the scope of the PD ordinance.
- (4) Unless clearly stated in the ordinance creating the PD district, the development project must comply with all applicable city regulations. PD districts are intended to implement generally the goals and objectives of the city's comprehensive plan. PD districts are also intended to ensure the compatibility of land uses, and to allow for the adjustment of changing demands to meet the current needs of the community by meeting one or more of the following purposes:
  - (A) To provide for a superior design of lots or buildings;
  - (B) To provide for increased recreation and/or open space opportunities for public use;
  - (C) To provide amenities or features that would be of special benefit to the property users or community;
  - (D) To protect or preserve natural amenities and environmental assets such as trees, creeks, ponds, floodplains, slopes, hills, viewscapes, and wildlife habitats;
  - (E) To protect or preserve existing historical buildings, structures, features, or places;

- (F) To provide an appropriate balance between the intensity of development and the ability to provide adequate supporting public facilities and services; and
- (G) To meet or exceed the present standards of this article.
- (b) Nature of district. Each PD district shall be a freestanding zoning district in which land uses and intensities of land use may be tailored to fit the physical features of the site and to achieve compatibility with existing and planned adjacent uses.

**Sec. 3.4.005. Minimum standards.**

- (a) Standards by ordinance. Minimum standards proposed for the PD district must be incorporated within an ordinance adopted by the city council. In the adopting ordinance, the city council may incorporate minimum standards by making reference to a standard zoning district.
- (b) Land use.
- (1) Uses. An application for a PD district shall specify the use or the combination of uses proposed, particularly if any of the proposed uses are not allowed by right in the base zoning district.
  - (2) Base district. In the PD district, uses shall conform to the standards and regulations of the base zoning district to which it is most similar. The particular zoning district must be stated in the granting ordinance.
  - (3) Variances. All applications to the city shall list all requested variances (deviations, waivers, or warrants) from the standard requirements set forth throughout the B3 Code (applications without this list will be considered incomplete).
  - (4) Conditional uses. Conditional use permits allowed in a base zoning district may be allowed in a PD only if specifically identified at the time of PD approval, and if specifically cited as an "additional use" in the ordinance establishing the PD. Additional uses included in the PD ordinance shall then be allowed by right in the PD district.
  - (5) Location. The location of all authorized uses shall be consistent with the PD master plan and the PD site plan.
  - (6) Residential uses. Unless otherwise provided by the PD ordinance, the following standards shall apply to all residential uses within a PD district.
  - (7) Density. Except on the basis of exceptional design and provision of enhanced open space, residential density shall be no smaller than the lot sizes allowed in the base zoning district for each type of housing except for minor changes in a small percentage of the lots in order to provide improved design or flexibility in the layout of the subdivision.

(8) Drainage. Drainage features shall be integrated into the design of the development and shall be contained within ponds and streams with a natural appearance wherever possible.

(c) Open space standards.

(1) Public or private. Unless otherwise provided by the PD ordinance, a site-appropriate area or areas within the entire PD District shall be devoted to open space. Open space for PD districts may be satisfied by space that can be classified as public, such as a central gathering space, or by a combination of public and private open space. Open space requirements specified in this subsection are in addition to the city's general requirements for landscaping and buffering. Public open space shall be dedicated to the city.

(2) Preservation of natural features. Unless otherwise provided by the PD ordinance or PD master plan:

(A) Floodplain areas shall be preserved and maintained as open space; and

(B) Significant stands of native trees shall be preserved and protected from destruction or alteration pursuant to a tree preservation plan submitted to the city by the applicant.

(3) Open space allocation and preservation. Open space requirements shall be satisfied for each phase of a multi-phased development. If open space is not to be provided proportionally among phases of development, the applicant must execute a reservation of open space in a form that will assure the city that such open space will be provided. The city may require that all open space within the PD district must be provided prior to completion of development within the PD district.

(d) Height regulations. Unless otherwise provided by the PD ordinance, height regulations for uses shall be those established within the city's zoning regulations for the base zoning district.

(e) Area regulations. Unless otherwise provided by the PD ordinance, area regulations for uses shall be those established within the city's zoning regulations for the base zoning district. The minimum allowable size for a PD shall be one acre.

**Sec. 3.4.006. Master plan.**

(a) Mandatory. The PD master plan is a mandatory step in the creation of a PD district. It establishes general guidelines for the PD district by identifying the proposed land uses and intensities, building locations, building footprints, thoroughfare locations, and open space boundaries, including any proposed public trail systems. The PD master plan, as incorporated in the PD ordinance and together with the text of the ordinance, establishes the development standards for the PD district.

(b) Compliance with approved plans. Except as otherwise provided by the city's subdivision regulations, no development shall begin and no building permit shall be issued for any land within a PD district until a PD site plan that is substantially consistent with the PD master plan has been approved. Each PD district shall be developed, used, and maintained in compliance with the approved PD master plan.



and subsequently conforming site plans, for the PD district, as per the city's site development ordinance.

(c) Establishment of district.

(1) Zoning amendment. The procedures for establishing a PD district shall be as for any other type of zoning request, except that more information is typically needed along with the request, and a master plan shall be submitted along with the request.

(2) Application. An application for the establishment of a PD district shall be submitted in accordance with this article. The application shall include:

(A) A PD master plan;

(B) A list of proposed PD district development standards;

(C) Identification of a zoning district, if any, which shall apply to the extent not otherwise provided by the PD master plan or by the proposed PD district development standards;

(D) A master plan informational statement; and

(E) A traffic impact analysis, unless waived by the city council.

(d) Governing regulations. Except to the extent provided by the PD master plan and the PD ordinance, development within the PD district shall be governed by all of the ordinances, rules, and regulations of the city in effect at the time of such development, including the standards of the zoning district identified in the application.

(e) Conflict. In the event of any conflict between the PD master plan, the PD ordinance, and/or the ordinances, rules, and regulations of the city in effect at the time of the establishment of the PD, the terms, provisions, and intent of the PD master plan and PD ordinance shall control.

(f) PD master plan requirements.

(1) A master plan shall be submitted along with a PD zoning request, and shall be processed simultaneously with the PD zoning request. The master plan shall be reviewed by the city's development review team. If the PD zoning application is approved, the PD master plan shall be incorporated and made a part of the PD ordinance.

(2) Development standards. Proposed PD district development standards shall be processed simultaneously with the PD zoning application, and if the PD zoning application is approved, such standards shall be incorporated as part of the PD ordinance. Such proposed development standards may include, but shall not be limited to, uses; density; lot size; building size; lot dimensions; setbacks; coverage; height; landscaping; lighting; screening; fencing; parking and loading; signage; open space; drainage; and utility and street standards. Any graphic depictions used to illustrate such standards, unless otherwise provided in the PD ordinance, shall be considered as regulatory standards. In the event of any conflict, the more stringent standards shall apply. At the city manager's discretion, the city manager may waive any of the items listed in this

subsection. The city council may require submission of the above information or any other item deemed necessary by the council for creation of a PD district.

(3) Informational statement. A PD master plan shall be accompanied by an informational statement containing the information set forth below. If the PD zoning application is approved, the informational statement shall be binding on the applicant and the owner, but shall not be considered part of the PD master plan or the PD ordinance. If the PD master plan and the PD ordinance conflict in any way, the PD ordinance shall be considered the controlling document. Informational statements shall be updated concurrently with any amendment to the PD master plan. Each statement shall include the following:

(A) A general statement setting forth how the proposed PD district will relate to the city's comprehensive plan;

(B) The total acreage within the proposed PD district;

(C) If the development is to occur in phases, a conceptual phasing plan that identifies the currently anticipated general sequence of development, including the currently anticipated general sequence for installation of major capital improvements to serve the development; and

(D) An aerial photograph with the boundaries of the PD master plan clearly delineated.

(g) Master plan amendments.

(1) PD master plans. PD master plans, excluding informational statements, are considered part of the PD ordinance. Any substantive amendment to a PD master plan, as determined by the city manager, shall be considered a zoning change. Nonsubstantive modifications may be approved by the city manager.

(2) PD site plans. PD site plans are not considered part of a PD ordinance. Except as otherwise provided within this subsection, any amendment/revision to an approved site plan shall be in accordance with the city's site development ordinance.

(h) Lapse of master plan. A PD master plan shall be effective for a period of one year (365 calendar days).

(i) Extension and reinstatement. Extension of a PD master plan or site plan shall be in accordance with the following:

(1) Prior to the lapse of approval for a PD master plan, the applicant may request that the city, in writing, extend the plan approval. Such request shall be considered at a public meeting before the P&Z and the city council, and an extension may be granted by city council at such meeting. Two extensions of six months each in length may be granted, unless otherwise specified by ordinance. If no petition for extension of PD master plan approval is submitted, then the plan shall be deemed to have automatically expired by operation of law and shall become null and void.

(2) Determination of extension. In determining whether to grant a request for extension, the city council shall take into account the reasons for the lapse, the ability of the applicant to comply with any conditions attached to the original

approval, and the extent to which development regulations would apply to the concept plan or site plan at that point in time. The P&Z and city council shall either extend the PD master plan or deny the request, in which instance the originally approved plan shall be deemed null and void. However, the two aforementioned extensions shall not be unreasonably withheld without due cause.

(i) Contents and format of master plan.

- (1) Objective. A PD application and the master plan must include enough information to allow the city to plan for infrastructure and to demonstrate that the plan will be an enhancement to the city, while allowing for flexible and creative planning.
- (2) Scale. The master plan shall be prepared at a scale no smaller than one inch equals 200 feet and on sheets 24 inches by 36 inches.
- (3) Contents. The master plan shall show the following:
  - (A) A title block within the lower right-hand corner of the concept plan with the proposed name of the project or subdivision, the name and address of the owner and applicant, the land planner, engineer, architect, or surveyor responsible for the design or survey, the scale of the drawing, both written and graphic scale, the date the drawing was prepared, total site acreage, and the location of the property according to the abstract and survey records of the county;
  - (B) A vicinity or location map that shows the location of the proposed development within the city or its extraterritorial jurisdiction and in relationship to existing roadways;
  - (C) The boundary survey limits of the tract and scale distances with north clearly indicated;
  - (D) The names of adjacent additions or subdivisions, or the name of the owners of record and recording information for adjacent parcels of unplatted land, including parcels on the other sides of roads and creeks. The concept plan shall include a depiction of all contiguous holdings of the owners, the existing and proposed uses of the subject property, a general arrangement of future land uses, including the approximate number of lots and any residential uses anticipated, and a generalized circulation plan for the subject property;
  - (E) The existing zoning and existing and proposed uses on adjacent land; the location, width, and names of all existing or platted streets or other public ways within or adjacent to the tract; any existing easements with recording information; existing buildings; railroad rights-of-way; topography, including contours at two-foot intervals with existing drainage channels or creeks, including the 100-year floodplain, if applicable; any other important natural features (such as rock outcroppings, wildlife habitats, etc.); all substantial natural vegetation; and adjacent political subdivisions, corporate limits, and/or school district boundaries;

- (F) Proposed strategies for tree preservation, which may include showing individual trees or tree masses that will be preserved, and the techniques that will be used to protect them during construction;
- (G) The layout and width, including right-of-way lines and curblines, of existing and proposed thoroughfares, collector streets and/or intersections, and a general configuration of proposed streets, lots and blocks, including proposed median openings and left turn lanes on future divided roadways. Existing and planned driveways on the opposite side of divided roadways must also be shown for coordination and sharing of future median openings;
- (H) A general arrangement of land uses and buildings, including but not limited to proposed nonresidential and residential densities; building heights, square footages, massing, orientation, loading and service areas, recycling containers, compactors and dumpster enclosures, pedestrian walkways, and parking areas; any proposed sites for parks, schools, public facilities, and public or private open space; floodplains and drainageways; and other pertinent development-related features; and
- (I) The phasing scheduled for the development.

#### **Sec. 3.4.007. Submission and review process.**

##### (a) Submission of complete application.

- (1) For the purpose of this article, the "official submission date" shall be the date upon which a complete application for approval of a PD, that contains all elements and information required by this article, is first submitted to the city manager. No application shall be deemed officially submitted until the city manager determines that the application is administratively complete and a fee receipt is issued by the city.
- (2) PD master plan applications that do not include all required information and materials will be considered incomplete, shall not be accepted for official submission by the city, and shall not be scheduled on a P&Z agenda until the proper information is provided to city staff.

##### (b) Additional information. The city's staff may require information and data other than that set out in this section for specific PD master plans. This information data may include but is not limited to: geologic information, water yields, flood data and hydrological studies, environmental information, traffic impact analysis, road capacities, market information, historic structure(s) and/or land, economic data for the proposed development, hours of operation, elevations and perspective drawings, lighting, and similar information. Approval of a PD may establish conditions for construction based upon such information.

##### (c) Principles and standards for review.

- (1) The following criteria have been set forth as a guide for evaluating the adequacy of proposed development within the city, and to ensure that all developments are, to the best extent possible, constructed according to the city's codes and ordinances.

- (2) The city manager shall review the PD for compliance with all applicable city ordinances and with the comprehensive plan; for harmony with surrounding uses and with long-range plans for the future development of the city; for the promotion of the health, safety, order, efficiency, and economy of the city; and for the maintenance of property values and the general welfare.
- (3) PD review and evaluation by the city manager shall be performed with respect to the following:
- (A) The plan's compliance with all provisions of the zoning ordinance and other ordinances of the city.
  - (B) The impact of the development relating to the preservation of existing natural resources on the site and the impact on the natural resources of the surrounding properties and neighborhood.
  - (C) The relationship of the development to adjacent uses in terms of harmonious design, facade treatment, setbacks, building materials, maintenance of property values, and any possible negative impacts.
  - (D) The provision of a safe and efficient vehicular and pedestrian circulation system.
  - (E) The general design and location of off-street parking and loading facilities to ensure that all such spaces are usable and are safely and conveniently arranged.
  - (F) The sufficient width and suitable grade and location of streets designed to accommodate prospective traffic and to provide access for firefighting and emergency equipment to buildings.
  - (G) The coordination of streets so as to arrange a convenient system consistent with the transportation plan of the city.
  - (H) The use of landscaping and screening to provide adequate buffers to shield lights, noise, movement, or activities from adjacent properties when necessary, and to complement and integrate the design and location of buildings into the overall site design.
  - (I) Exterior lighting to ensure safe movement and for security purposes, which shall be arranged so as to minimize glare and reflection upon adjacent properties.
  - (J) The location, size, accessibility, and configuration of open space areas to ensure that such areas are suitable for intended recreation and conservation uses.
  - (K) Protection and conservation of soils from erosion by wind or water or from excavation or grading.
  - (L) Protection and conservation of watercourses and areas subject to flooding.
  - (M) The adequacy of water, drainage, sewerage facilities, solid waste disposal, and other utilities necessary for essential services to residents and occupants.

(N) Consistency with the comprehensive plan.(d) Approval process.

- (1) Pre-application conference. The applicant(s) shall consult with the city manager, director of planning and development, and/or other designated administrative officers before preparing a concept plan in order to save time and money, and to avoid potential unnecessary delays.
- (2) Prior to formal application for approval of any PD, the applicant(s) shall request and attend a pre-application conference with the city manager, city director of planning and development, and any other pertinent city official(s) in order to become familiar with the city's development regulations and the development process.

(e) City staff review. Upon official submission of a complete application for PD approval, the city shall commence technical review of the development proposal by forwarding a copy of the application to development review team members, such as the city manager, director of planning and development, and any other pertinent city official(s). Development review team members shall review the application and shall ascertain its compliance with these and other applicable city regulations.(f) Supplementation and corrections. Following city staff review of the plan and supporting documents, and following discussions with the applicant on any revisions deemed advisable and the kind and extent of improvements to be installed, the applicant shall resubmit additional copies of the corrected or supplemented plan to the city manager within 60 calendar days following the date on which the applicant received official notification of the completion of the review by the city manager.(g) Approval by City Manager. Prior to consideration by the P&Z or city council, all PD proposals must be reviewed by the city manager. At the city manager's discretion, the city manager may forward a PD proposal to the P&Z and council with or without a recommendation.(h) Action by P&Z/city council.

- (1) The P&Z shall review the PD application and shall recommend approval, approval subject to certain conditions, or disapproval of the PD. If the P&Z recommends approval, with or without conditions, of the plan, then it will be forwarded to the city council for consideration.
- (2) The city council shall consider the PD application at a public meeting following receipt of a determination by the P&Z. The city council may also, where appropriate, remand the PD application back to the P&Z for reconsideration if it believes that there is a compelling reason to do so, such as the introduction of significant new facts or testimony.

(i) Public hearing and notice.

- (1) The P&Z shall hold at least one public hearing on proposed amendments to the PD ordinance.

- (2) Notice of the P&Z hearing shall be accomplished by publishing the purpose, time, and place of the public hearing in the official newspaper of the city before the 15th day before the date of the hearing date of the public hearing.
- (3) Written notice of the public hearing to occur before the P&Z shall also be sent to all owners of property, as indicated by the most recently approved city tax roll, that are located within the area of application and within 500 feet of any property affected thereby, said written notice to be sent before the 10th day before the hearing date. Such notice may be served by using the last known address as listed on the most recently approved tax roll and depositing the notice, with first class postage paid, in the United States mail.
- (j) Administrative fees. The city shall impose its standard fees for the negotiation, preparation and implementation of PDs. These fees shall be established by the city council in accordance with the city's fee schedule. The city may also recoup from applicants any out-of-pocket expenses related to professional services the city requires in order to design the PD and related instruments.
- (k) Grandfathering. PD districts are an option available to developers and the city. PD districts do not constitute a permit required by law. For purposes of Texas Local Government Code chapter 245, the "project" shall be the endeavor described in an approved PD master plan for an approved PD district.





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## MEMORANDUM

**TO:** Sylvia Carrillo, City Manager, and the Bastrop Planning and Zoning Commission  
**FROM:** Rezzin Pullum, Assistant City Attorney  
**DATE:** May 23, 2023  
**RE:** **LAND USE: Zoning: Planned Development Districts**

This memorandum is intended to provide internal guidance regarding the enactment of a Planned Development District (PDD) Ordinance in the City of Bastrop. At this point, we are deliberating putting into place the process and standards for the creation of PDDs.

## SUMMARY

The City of Bastrop outlines its zoning regulations in Chapters 2 and 3 of the Bastrop Building Block Code (“B3 Code”). While it establishes several different zoning classifications, it does not currently allow for Planned Development Districts (“PDD”) that do not already exist under previous codes enacted prior to the B3 Code.

The purpose of PDDs is to provide more flexibility and creativity in zoning and project planning through the development of master-planned projects that encompass myriad land uses. PDDs are especially helpful for large-scale developments with mixed uses that do not fit into one single zoning district currently allowed in the B3 Code. Alternatively, if PDDs are not permitted, a developer would have to seek several variances from the zoning regulations to accomplish these types of projects.

## ORDINANCE ENABLING PDDs

The PDD Ordinance currently under consideration is intended to enable the creation of PDDs. It would provide for the development of a minimum of one (1) or more acres while allowing the combining and/or mixing of uses allowed in various districts with appropriate regulations that permit flexibility in the use and design of land and buildings. This is accomplished in situations where the modifications of specific provisions of Bastrop’s codes and ordinances are not contrary to the intent and purpose of those provisions, or significantly inconsistent with the planning and/or zoning on which it is based. Upon confirming the development will not be harmful to its neighbors or the community, a PDD may be created to permit new and innovative concepts in land utilization.

The draft ordinance allowing for the creation of PDDs would be an amendment to the B3 Code. It would provide detailed standards, including application requirements, minimum standards, and the process for public notice and city review. The draft ordinance ensures that any potential PDDs in Bastrop must adhere to high standards of development.

A PDD application is a rezoning request in which the City concurrently considers establishing a new zoning district (the specific PDD for the property), which varies from standard zoning district requirements, and the City also considers rezoning the property to that newly created district. If adopted, PDDs become their own zoning district with their own set of regulations. Typically, PDDs have a *base* zoning district that most closely matches the type of development that the applicant is trying to achieve, and the PDD ordinance will show how the proposed regulations differ from the base district.

A PDD application is subject to certain special requirements and procedures in addition to the usual rezoning requirements under the City's zoning ordinance and Texas Local Government Code Chapter 211. Note that actual (specific) PDDs are subject to the same notice and public hearing requirements as any other rezoning. As with other zoning changes, the city (City Council, P&Z) retains its discretion when deciding to approve them.

The draft PDD ordinance contains detailed review standards that can be used as a checklist when city staff, the Planning and Zoning Commission, and City Council review any potential PDDs. It provides transparency in the review process by clearly outlining standards and principles that are the basis for review. This could include:

- Respect for an approved zoning plan (e.g., Comprehensive Plan, Future Land Use Map, Transportation Plan, Capital Improvements Plan);
- Nature and degree of adverse impact upon neighboring lands;
- Suitability of tract for use as presently zoned;
- Substantial relations of rezoning decision to public health, safety, morals, general welfare, protection, and preservation of historical or cultural places; and
- Changes in conditions or circumstances for the area that justify rezoning.

## CONCLUSION

PDDs are a customized zoning district created to accommodate a development project that does not easily fit in the standard districts in the B3 Code. PDDs must be compatible with surrounding land uses and should preserve any historic areas, places of cultural significance, as well as environmentally sensitive areas. Additionally, a PDD will need to show substantial details for the applicable standards, including but not limited to, density, land uses, roadway alignments, parks and open space, community or amenity centers, as well as drainage features. The Planning and Zoning Commission will consider and review this ordinance prior to making a recommendation to Council. Accordingly, the Commission may consider modifications to the PDD Ordinance.

cc: Alan Bojorquez, City Attorney, Bastrop



# STAFF REPORT

**MEETING DATE:** July 11, 2023

**TITLE:**

Consider action to approve Resolution No. R-2023-103 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Gary Moss to Place 4 of the Planning and Zoning Commission, as required in Section 3.08 of the City's Charter, and establishing an effective date.

**AGENDA ITEM SUBMITTED BY:**

Ann Franklin, City Secretary

**BACKGROUND/HISTORY:**

Section 3.08, Mayor and Mayor Pro Tem, of the City Charter states that the Mayor shall appoint members to all City boards and commissions, subject to confirmation by the City Council.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Recommend approval of Resolution No. R-2023-103 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Gary Moss to Place 4 of the Planning and Zoning Commission, as required in Section 3.08 of the City's Charter, and establishing an effective date.

**ATTACHMENTS:**

- Resolution

**RESOLUTION NO. R-2023-103**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CONFIRMING APPOINTMENT BY THE MAYOR OF GARY MOSS TO PLACE 4 OF THE PLANNING AND ZONING COMMISSION, AS REQUIRED IN SECTION 3.08 OF THE CITY'S CHARTER; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, Section 3.08, Mayor and Mayor Pro Tem, of the City Charter states that the Mayor shall appoint members to all City boards and commissions, subject to confirmation by the City Council; and

**WHEREAS**, Mayor Lyle Nelson has appointed Gary Moss to Place 4 of the Planning and Zoning Commission; and

**WHEREAS**, City Council must confirm these appointments as required by the City Charter.

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

**Section 1:** That Mayor Lyle Nelson has appointed Gary Moss to Place 4 of the Planning and Zoning Commission; and

**Section 2:** That the City Council of the City of Bastrop confirms Mayor Nelson's appointments of Gary Moss to Place 4 of the Planning and Zoning Commission.

**Section 3:** That this Resolution shall take effect immediately upon its passage, and it is so resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 11<sup>th</sup> day of July 2023.

**APPROVED:**

\_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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