

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



August 08, 2023

Regular Council Meeting at 6:30 PM

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

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

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

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE** - Lucy McInnes and Phoebe Bartee, Bastrop Opera House Youth Academy

TEXAS PLEDGE OF ALLEGIANCE - *Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.*
3. **INVOCATION** - Phil Woods, Police Chaplin
4. **PRESENTATIONS**
 - 4A. Mayor's Report
 - 4B. Council Members' Report

4C. City Manager's Report

5. WORK SESSIONS/BRIEFINGS - NONE

6. STAFF AND BOARD REPORTS - NONE

7. CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the Council must complete a citizen comment form and give the completed form to the City Secretary prior to the start of the City Council meeting. Alternately, if you are unable to attend the council meeting, you may complete a citizen comment form with your comments at www.cityofbastrop.org/citizencommentform at least two hours before the meeting starts on the requested date. Comments submitted by this time will be given to the City Council during the meeting and included in the public record, but not read aloud. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Manager for research and possible future action.

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

8. CONSENT AGENDA

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

8A. Consider action to approve City Council minutes from the July 24, 2023, Joint Council and BEDC meeting; July 25, 2023, Regular meeting; and August 3, 2023, Workshop.

Submitted by: Ann Franklin, City Secretary

8B. Consider action to approve the second reading of Resolution No. R-2023-110 of the City Council of the City of Bastrop, Texas, approving a Revolving Loan Fund Program and the expenditure of Bastrop Economic Development Corporation funds in the amount of Thirty Thousand Dollars (\$30,000.00) for the program; repealing all resolutions in conflict; and providing an effective date.

Submitted by: Sylvia Carrillo, City Manager, ICMA-CM, CPM and Tracy Waldron, Chief Financial Officer

8C. Consider action to approve Resolution No. R-2023-112 Of the City Council of the City of Bastrop authorizing the conveyance of Fire Station #2, located at 120 Corporate Drive, to the Bastrop County Emergency Services District No. 2.

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

9. ITEMS FOR INDIVIDUAL CONSIDERATION

[9A.](#) Consider action to approve Resolution No. R-2023-116 acknowledging proposed tax rate, no-new-revenue tax rate and voter-approval tax rate for Fiscal Year 2023-2024 (FY 2024), calling for a public hearing on September 12, 2023, and authorizing a public notice.

Submitted by: Tracy Waldron, Chief Financial Officer

[9B.](#) Consider action to approve the first reading of Ordinance No. 2023-25 of the City Council of the City of Bastrop, Texas, annexing a tract of land described as 25.00 acres of land out of the Stephen F. Austin survey, Abstract No. 2, located west of Lovers Lane and south of Pecan Park subdivision, and east of the Colorado River Bend, as shown in Exhibit "A"; providing for findings of fact, adoption, repealer, severability, filing and enforcement; establishing an effective date; and providing for proper notice and meeting; and move to include on the August 22, 2023, meeting for second reading.

Submitted by: Trey Job, Assistant City Manager

[9C.](#) Consider action to approve the first reading of Ordinance No. 2023-26 of the City Council of the City of Bastrop, Texas, annexing a tract of land described as 169.773 acres of land out of the Nancy Blakey survey, Abstract No. A98, located south of state highway 71 and east of Farm-to-Market Road 20, as shown in Exhibit "A"; providing for findings of fact, adoption, repealer, severability, filing and enforcement; establishing an effective date; and providing for proper notice and meeting; and move to include on the August 22, 2023, meeting for second reading.

Submitted by: Trey Job, Assistant City Manager

[9D.](#) Consider action to approve Resolution No. R-2023-121 formally accepting the 2023 City of Bastrop Parks, Recreation and Open Space Master Plan

Submitted by: Terry Moore, Recreation Manager

[9E.](#) Consider action to approve the first reading of Ordinance No. 2023-27 of the City Council of the City of Bastrop, Texas, calling for and establishing the procedures for a November 7, 2023, Special Election for the purpose of a combined ballot proposition reducing the Economic Development Sales and Use Tax and adopting a Street Maintenance Sales and Use Tax; providing an effective date; and move to include on the August 22, 2023, agenda for second reading.

Submitted by: Ann Franklin, City Secretary

[9F.](#) Consider action to approve Resolution No. R-2023-120 of the City Council of the City of Bastrop, Texas, approving a contract for Election services between Bastrop County; the Bastrop County Elections Administrator; and the City of Bastrop for the November 7, 2023, Special Election for, Bastrop Texas, attached as Exhibit A; authorizing the Mayor to execute all necessary documents; and providing an effective date.

Submitted by: Ann Franklin, City Secretary

- 9G. Consider action to approve the first reading of Ordinance No. 2023-24 of the City Council of the City of Bastrop, Texas, annexing a tract of land described as 399.9+/- acres of land out of the Nancy Blakey survey, Abstract No. A98, located west of farm-to-market road 969, as shown in Exhibit A; providing for findings of fact, adoption, repealer, severability, filing and enforcement; establishing an effective date; providing for proper notice and meeting; and move to include on the August 22, 2023, agenda for second reading.

Submitted by: Trey Job, Assistant City Manager

10. EXECUTIVE SESSION

- 10A. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.072 to seek the advice of legal counsel regarding real estate matters, including a potential lease of the Rodeo Arena at Mayfest Park, and matters related to Fisherman's Park.
- 10B. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.087 to seek the advice of legal counsel regarding the Pearl River development project, including a potential incentive agreement.

11. TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION

12. ADJOURNMENT

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

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

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: Friday, August 4, 2023, at 5:30 p.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: August 8, 2023

TITLE:

Mayor's Report

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, City Manager

POLICY EXPLANATION:

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

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

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

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



STAFF REPORT

MEETING DATE: August 8, 2023

TITLE:

Council Members' Report

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, City Manager

POLICY EXPLANATION:

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

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

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

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



STAFF REPORT

MEETING DATE: August 8, 2023

TITLE:

City Manager's Report

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, City Manager

POLICY EXPLANATION:

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

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

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

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



STAFF REPORT

MEETING DATE: August 8, 2023

TITLE:

Consider action to approve City Council minutes from the July 24, 2023, Joint Council and BEDC meeting; July 25, 2023, Regular meeting; and August 3, 2023, Workshop.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

N/A

FISCAL IMPACT:

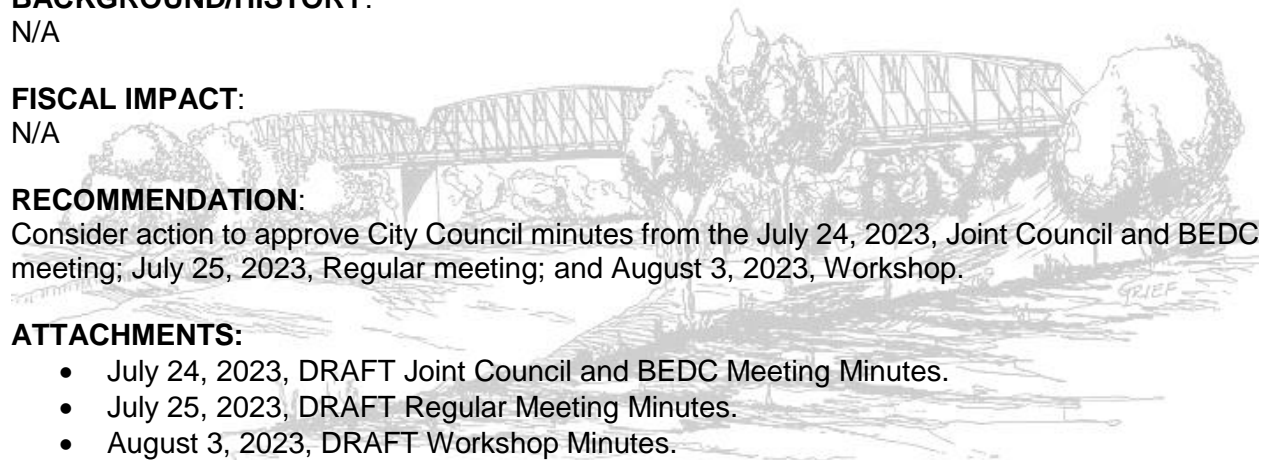
N/A

RECOMMENDATION:

Consider action to approve City Council minutes from the July 24, 2023, Joint Council and BEDC meeting; July 25, 2023, Regular meeting; and August 3, 2023, Workshop.

ATTACHMENTS:

- July 24, 2023, DRAFT Joint Council and BEDC Meeting Minutes.
- July 25, 2023, DRAFT Regular Meeting Minutes.
- August 3, 2023, DRAFT Workshop Minutes.



**MINUTES OF JOINT MEETING WITH BASTROP CITY COUNCIL AND
BASTROP ECONOMIC DEVELOPMENT CORPORATION**

JULY 24, 2023

The Bastrop City Council and Bastrop Economic Development Corporation (BEDC) met in a Joint Meeting on Monday, July 24, 2023, at 3:00 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas.

Bastrop City Council Members present: Mayor Nelson and Mayor Pro Tem Kirkland and Council Members Meyer, Lee, Plunkett, and Crouch. Officers present were: City Manager & Interim Director of BEDC, Sylvia Carrillo; City Secretary, Ann Franklin; and City Attorney, Alan Bojorquez. Members present for BEDC were: Board Chair, Ron Spencer; Board Members Charles Washington, Jr., and Connie Schroeder. Officer present was: BEDC Attorney, Charles Zech.

CALL TO ORDER

Mayor Nelson called the meeting of the Bastrop City Council to order with a quorum being present at 3:00 p.m.

Chair, Ron Spencer called the meeting of the BEDC Board to order with a quorum being present at 3:00 p.m.

CITIZEN COMMENTS – NONE

EXECUTIVE SESSION

The City Council and Bastrop Economic Development Corporation met at 3:03 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 3A. City Council and BEDC 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 tax.

Mayor Nelson recessed the Executive Session at 5:04 p.m.

Chair Spencer recessed the Executive Session at 5:04 p.m.

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

No action taken.

ADJOURNMENT

Mayor Nelson adjourned the Bastrop City Council meeting at 5:04 p.m. without objection.

Chair Spencer adjourned the BEDC Board meeting at 5:04 p.m. without objection.

JOINT MEETING MINUTES

JULY 24, 2023

Item 8A.

APPROVED:

ATTEST:

Mayor Lyle Nelson

Deputy City Secretary Victoria Psencik

The Minutes were approved on August 8, 2023, by Council Member motion, Council Member second. The motion was approved on a 5-0 vote.

JULY 25, 2023

The Bastrop City Council met in a regular meeting on Tuesday, July 25, 2023, at 5:00 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 - Community Partner Funding

Mayor Nelson called the meeting to order at 5:00 p.m. with a quorum present.

COMMUNITY PARTNER FUNDING

- 1A. Receive presentation from Organizations applying for FY 2024 Community Support Funding.
Submitted by: Elisha Perkins, Executive Administrative Assistant to the Assistant City Manager

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

Eli and Elizabeth Chavez led the pledges.

INVOCATION

Dale Burk, gave the invocation.

PRESENTATIONS

- 7A. Mayor's Report
- 7B. Council Members' Report
- 7C. City Manager's Report

WORK SESSIONS/BRIEFINGS - NONE

STAFF AND BOARD REPORTS

- 7A. Receive presentation of the Proposed FY2024 Budget and announce that the Public Hearing on the FY2024 budget will be held on September 12, 2023, at 6:30 pm at City Hall 1311 Chestnut Street.
Submitted by: Sylvia Carrillo, City Manager, ICMA-CM, CPM and Tracy Waldron, Chief Financial Officer
Presentation was made by Tracy Waldron, Chief Financial Officer
- 7B. Receive presentation on the unaudited Monthly Financial Report and Investment Report for the period ending June 30, 2023.
Submitted by: Tracy Waldron, Chief Financial Officer
Presentation was made by Tracy Waldron, Chief Financial Officer

CITIZEN COMMENTS - NONE**CONSENT AGENDA**

A motion was made by Council Member Plunkett to approve Items 9A, 9B, 9C, and 9D as listed on the Consent Agenda after being read into the record by Assistant City Secretary Victoria Psencik. Seconded by Council Member Crouch, motion was approved on a 5-0 vote.

- 9A. Consider action to approve City Council minutes from the July 11, 2023, Regular meeting.
Submitted by: Ann Franklin, City Secretary
- 9B. Consider action to approve the second 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 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; and providing for publication.
Submitted by: Tracy Waldron, Chief Financial Officer
- 9C. Consider action to approve the second 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.
Submitted by: Sylvia Carrillo, City Manager, ICMA-CM, CPM
- 9D. Consider action to approve Resolution No. R-2023-106 of the City Council of the City of Bastrop, approving the Certification of Additional Sales and Use Tax to Pay Debt Services; providing for a repealing clause; and providing for an effective date.
Submitted by: Tracy Waldron, Chief Financial Officer

ITEMS FOR INDIVIDUAL CONSIDERATION

- 10A. Consider action to approve Resolution No. R-2023-104 of the City Council of the City of Bastrop, Texas awarding a contract for the City of Bastrop Police & Court building roof to Horizon Roofing Specialists, in the amount of One Hundred Twenty-One Thousand Six Hundred Fifty-Seven Dollars and Zero Cents (\$121,657.00) 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: Curtis Hancock, Director of Public Works

Presentation was made by Curtis Hancock, Director of Public Works.

A motion was made by Council Member Plunkett to approve Resolution No. R-2023-104, seconded by Mayor Pro Tem Kirkland, motion was approved on a 5-0 vote.

- 10B. Consider action to approve Resolution No. R-2023-105 of the City Council of the City of Bastrop, Texas to approve a professional services contract with Luck Design Team LLC, for the City of Bastrop Fairview Cemetery Improvements, Section 9 Development for a not to exceed amount of One Hundred and Twelve Thousand, Two Hundred and Ninety Nine Dollars (\$112,299.00); authorizing the City Manager to execute all necessary documents; providing a repealing clause; and establishing an effective date.

Submitted by: Artiss Powell, Project Manager

Presentation was made by Artiss Powell, Project Manager.

A motion was made by Council Member Plunkett to approve Resolution No. R-2023-105, seconded by Council Member Lee, motion was approved on a 5-0 vote.

- 10C. Consider action to approve the first reading of Resolution No. R-2023-110 of the City Council of the City of Bastrop, Texas, approving a Revolving Loan Fund Program and the expenditure of Bastrop Economic Development Corporation funds in the amount of Thirty Thousand Dollars (\$30,000.00) for the program; repealing all resolutions in conflict; providing an effective date; and move to include on the August 8, 2023, Consent Agenda for second reading.

Submitted by: Sylvia Carrillo, ICMA-CM, CPM, City Manager & Interim Executive Director Bastrop Economic Development Corporation

Presentation was made by Sylvia Carrillo, City Manager & Interim Executive Director Bastrop Economic Development Corporation, ICMA-CM, CPM.

A motion was made by Council Member Meyer to approve the first reading of Resolution No. R-2023-110, seconded by Council Member Crouch, motion was approved on a 5-0 vote.

- 10E. Consider action to approve Resolution No. R-2023-102 of the City Council of the City of Bastrop, Texas, approving the posting of a notice for a public hearing to consider adoption of roadway impact fees.
Submitted by: Trey Job CPM, Assistant City Manager
Presentation was made by Trey Job, Assistant City Manager.

A motion was made by Mayor Pro Tem Kirkland to approve Resolution No. R-2023-102, seconded by Council Member Meyer, motion was approved on a 5-0 vote.

- 10G. Consider action to approve Resolution No. R-2023-111 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Culzean Enterprises, LLC for River Terrace Subdivision 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 CPM, Assistant City Manager
Presentation was made by Trey Job, Assistant City Manager, CPM.

A motion was made by Council Member Plunkett to approve Resolution No. R-2023-111, seconded by Council Member Lee, motion was approved on a 5-0 vote.

EXECUTIVE SESSION

The City Council met at 7:41 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

City Council convened into closed executive session pursuant to Texas Government Code section 551.071 consultation with attorney and 551.072 real estate matters related to items 10D and 10F.

- 11A. 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 related to acquisitions of real property interests and related matters for the Westside Wastewater Collection System Improvements and Wastewater Treatment Plant No. 3.
- 11B. 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 Economic Development expenditures, incentives, sales taxes, certain real estate projects, and a possible hotel expansion.
- 11C. 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 and discuss the potential real estate transaction relating to the Bastrop Fire Station.

Mayor Nelson recessed the Executive Session at 9:14 p.m.

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

No action taken.

ITEMS FOR INDIVIDUAL CONSIDERATION CONTINUED

10D. Consider action to approve Resolution R-2023-108 of the city council of the city of Bastrop, Texas, authorizing the city manager to execute all necessary documents related and to sell real property described as being a 25.01 acre tract of land out of the Stephen F. Austin survey, abstract number 2, Bastrop county, Texas, and being all of a called 25.000 acre tract, described to the city of Bastrop in volume 435, page 360 of the deed records of Bastrop county, Texas; said 25.01 acre tract being further described by metes and bounds as shown in exhibit a; providing for a repealing clause; and establishing an effective date.

Submitted by: Trey Job, Assistant City Manager

A motion was made by Council Member Crouch to approve Resolution No. R-2023-108, seconded by Mayor Pro Tem Kirkland, motion was approved on a 5-0 vote.

10F. Consider action to approve Resolution No. R-2023-107 of the City Council of the City of Bastrop, Texas, approving certain contracts with the Capstick Development Group, Ltd, including a Purchase and Sale Agreement, Nondisclosure Agreement, and Professional Services Agreement, all related to the Pine Forest Unit 6 real estate project, and authorizing the City Manager to execute all necessary documents.

Submitted by: Trey Job CPM, Assistant City Manager

Presentation was made by Trey Job, Assistant City Manager.

A motion was made by Council Member Crouch to approve Resolution No. R-2023-107, seconded by Council Member Lee, motion was approved on a 5-0 vote.

Adjourned at 9:41 p.m. without objection.

APPROVED:

ATTEST:

Mayor Lyle Nelson

Assistant City Secretary Victoria Psencik

The Minutes were approved on August 8, 2023, by Council Member Name's motion, Council Member Name's second. The motion was approved on a 5-0 vote.

**MINUTES OF BASTROP CITY COUNCIL PARKS AND RECREATION
MASTER PLAN WORKSHOP**

AUGUST 3, 2023

The Bastrop City Council met in a Parks and Recreation Master Plan workshop on Thursday, August 3, 2023, at 5:00 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Nelson and Council Members Plunkett, Meyer, and Crouch. Officers present were City Manager, Sylvia Carrillo and City Secretary, Ann Franklin.

CALL TO ORDER

Mayor Nelson called the meeting to order with a quorum being present at 5:00 p.m. Mayor Pro Tem Kirkland arrived at 5:16 p.m. Council Member Lee was absent.

CITIZEN COMMENTS

SPEAKER

**Gilbert Cervantes
107 Kamoi Ct.
Bastrop, TX
512-718-2404**

WORKSHOP

3A. Parks and Recreation Master Plan Workshop Discussion

- Plan Overview
- Prioritization
- Budget Considerations

Presentation was made by Sylvia Carrillo, City Manager and Terry Moore, Recreation Manager.

SPEAKERS

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

**Dock Jackson
163 Tahitian
Bastrop, TX 78602**

ADJOURNMENT

Mayor Nelson adjourned the Bastrop City Council workshop meeting at 6:22 p.m. without objection.

APPROVED:

ATTEST:

Mayor Lyle Nelson

City Secretary Ann Franklin

The Minutes were approved on August 8, 2023, by Council Member motion, Council Member second. The motion was approved on a 5-0 vote.



STAFF REPORT

MEETING DATE: August 8, 2023

TITLE:

Consider action to approve the second reading of Resolution No. R-2023-110 of the City Council of the City of Bastrop, Texas, approving a Revolving Loan Fund Program and the expenditure of Bastrop Economic Development Corporation funds in the amount of Thirty Thousand Dollars (\$30,000.00) for the program; repealing all resolutions in conflict; and providing an effective date.

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo, ICMA-CM, CPM, City Manager & Interim Executive Director Bastrop Economic Development Corporation

BACKGROUND/HISTORY:

In November 2022, Roscoe Bank awarded the BEDC \$20,000, the first of five donations totaling \$100,000 over the course of five years. Roscoe representatives requested these funds be used in a way to assist small businesses. The BEDC staff proposed using the funds for a revolving loan fund program, and Roscoe wholeheartedly agreed.

This program would contribute to the City of Bastrop by assisting small businesses and entrepreneurs in starting or expanding businesses, thereby creating a direct overall improvement/stimulus in the local economy. At the board meeting of February 27, 2023, the BEDC Board approved a Revolving Loan Fund Program using funds donated by Roscoe Bank. At subsequent meetings, the Board approved matching BEDC funds in the amount of \$30,000 per fiscal year.

Local Government Code (LGC) 505.158 authorizes Type B corporations created by a municipality with a population of 20,000 or less to expend funds on projects found by the corporation's board of directors to promote new or expanded business development. Projects approved under LGC 505.158 over \$10,000 require two separate readings of a resolution by the governing body.

FISCAL IMPACT:

\$30,000 of BEDC funds and \$20,000 in donated Roscoe Bank funds per fiscal year.

RECOMMENDATION:

Consider action to approve the second reading of Resolution No. R-2023-110 of the City Council of the City of Bastrop, Texas, approving a Revolving Loan Fund Program and the expenditure of Bastrop Economic Development Corporation funds in the amount of Thirty Thousand Dollars (\$30,000.00) for the program; repealing all resolutions in conflict; and providing an effective date.

ATTACHMENTS:

1. Resolution R-2023-110
2. BEDC Revolving Loan Fund Program Policy

RESOLUTION NO. R-2023-110

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A REVOLVING LOAN FUND PROGRAM AND THE EXPENDITURE OF BASTROP ECONOMIC DEVELOPMENT CORPORATION FUNDS IN THE AMOUNT OF THIRTY THOUSAND DOLLARS (\$30,000.00) FOR THE PROGRAM; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Bastrop Economic Development Corporation (“BEDC”) is a public instrumentality and non-profit industrial development corporation duly established and operating under Local Government Code, Chapters 501 and 505 *et seq.*, as amended, known as the Development Corporation Act of 1979 (the “Act”), and is acting with the approval of the governing body of the City of Bastrop, Texas (the “City”); and

WHEREAS, economic development organizations commonly utilize Revolving Loan Fund programs to provide access to capital to achieve positive public outcomes such as community revitalization, economic growth, increased tax revenues, and job creation; and

WHEREAS, providing Bastrop businesses with access to such a program will contribute to the City of Bastrop by assisting small businesses and entrepreneurs in starting or expanding businesses, thereby creating a direct overall improvement/stimulus in the local economy; and

WHEREAS, Roscoe Bank has made a donation to the BEDC in the amount of \$20,000 per year for five (5) years, and has requested that the funds be used for a program such as a Revolving Loan Fund; and

WHEREAS, Local Government Code (LGC) 505.158 authorizes Type B corporations created by a municipality with a population of 20,000 or less to expend funds on projects (including land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements) found by the corporation's board of directors to promote new or expanded business development; and

WHEREAS, the Board of Directors of the BEDC met on July 24, 2023, and took formal action making required findings, and supporting and authorizing funding for this program; and

WHEREAS, after careful evaluation and consideration by the BEDC Board, it has determined that this Revolving Loan Fund program will benefit Bastrop businesses and the overall economy, and furthermore has approved the expenditure of \$30,000.00 per fiscal year in matching funds for the program; and

WHEREAS, the City has reviewed the July 24, 2023, actions of the BEDC related to the program noted herein, has considered and evaluated the program and its polices

and procedures, and has found it meritorious of the City Council's authorization and approval.

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

Section 1. Findings and Determination. The City Council hereby finds and determines that it is in the best interest of the BEDC and the City to authorize the creation of a Revolving Loan Fund Program as described in the policy attached hereto as Exhibit "A."

Section 2. Authorization of Expenditure. The City Council of the City of Bastrop, Texas, hereby authorizes the funding in the amount of \$30,000.00.

Section 3. Open Meeting. The City Council hereby finds and determines that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose at which it was read was given in accordance with Chapter 551, Texas Government Code.

Section 4. Any prior resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

Section 5. Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

Section 6. Two Readings Required. Pursuant to Texas Local Government Code Section 505.158(b), this Resolution shall take effect immediately from and after its passage upon a subsequent second reading and passage, and it is duly resolved.

This resolution shall be in full force and effect from and after its final adoption.

READ and ACKNOWLEDGED on First Reading by the City Council of the City of Bastrop on this 25th day of July 2023.

READ and APPROVED on the Second Reading by the City Council of the City of Bastrop on this 8th day of August 2023.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

DRAFT

Exhibit "A"
BEDC Revolving Loan Fund Program Policy

DRAFT



Bastrop Economic Development Corporation Revolving Loan Fund Program Policy

I. GENERAL POLICY

The Bastrop Revolving Loan Fund (RLF) Program provides businesses with direct loans. As the RLF receives the principal and interest from outstanding loans, the money is made available to another borrower. This recycling of funds makes RLFs particularly valuable for small businesses and entrepreneurs that lack the equity typically required by financial institutions to start or grow their business. This RLF program provides low-interest financing to assist with business start-ups and the expansion of existing businesses for the purposes of creating jobs, increasing sales tax producing revenue, and enhancing private capital investment within the City of Bastrop, Texas.

II. ECONOMIC OBJECTIVES

The Bastrop Economic Development Corporation (BEDC) will consider applications for the RLF, which demonstrate the achievement of one or more of the following objectives:

1. Enhance the City's economic base through property tax and sales tax.
2. Assist businesses that provide permanent employment opportunities.
3. Stimulate private sector investment in commercial opportunities.
4. Encourage site improvements and redevelopment of commercial and industrial areas, blighted properties and vacant land.

III. DEFINITIONS

As used in this Policy, the following words or phrases shall have the stated meanings:

1. "Applicant" – Business or person applying for the loan
2. "BEDC" – Bastrop Economic Development Corporation
3. "BEDC Board" – BEDC Board of Directors
4. "RLF" – Bastrop Revolving Loan Fund Program
5. "RLF Committee," or "Committee" – loan committee comprised of a maximum of three BEDC Board members and additional members as determined by the BEDC Board
6. "Lender" – BEDC or established BEDC bank or lending institution
7. "Loan" – (aka microloan or small business loan) amount not to exceed \$10,000
8. "Recipient" – Business or person approved for a loan

IV. ELIGIBLE BUSINESSES

All RLF Applicants must meet the following criteria. The business must:

1. Be a for-profit business in the industrial, commercial, retail or service sector.
2. Be a private business (dba, LLC, LLP, PC, C, or S corporation).
3. Have a physical address within the City of Bastrop city limits. Proof of address shall be required when applying.
4. Be an allowed use through zoning of the property or be a legally non-conforming use.
5. Not have delinquent taxes, bills, or charges due to the City.
6. Not have any outstanding violations with the City of Bastrop unless working to come into compliance by utilizing the RLF.

Any participant in the RLF must be in good standing with the BEDC and the City of Bastrop (e.g., not in litigation against the BEDC or City or owing monies for utilities, judgements, fines, having unresolved code enforcement issues, etc.) and may only carry one revolving loan at a time.

V. ELIGIBLE USES OF THE REVOLVING LOAN FUND

1. Land and building acquisition
2. Property improvements
3. New building construction
4. Building renovation and modernization
5. Machinery, equipment & fixtures
6. Inventory
7. Working capital
8. Information technology

VI. INELIGIBLE USES OF THE REVOLVING LOAN FUND

1. Debt refinancing
2. Residential real estate, public buildings or infrastructure, speculative buildings, or any project not located within the city limits of Bastrop, Texas.
3. Investments, payments on current loans, or refinancing of existing debt.
4. Loans used as a loan guarantee or as a substitute for private capital.
5. Taxes
6. Gambling, religious, political or adult/pornographic businesses
7. Loans which would create a potential conflict of interest for any BEDC staff member, elected or appointed official, or members of the Committee.

VII. AMOUNT AVAILABLE

Applications will be accepted for loan amount requests ranging from \$3,000 up to \$10,000. Loans will be considered on a first come first served basis each fiscal year, which is October 1 to September 30. Once budgeted funds are exhausted, then the BEDC Board must approve

additional funding during the fiscal year or applicants will need to reapply in a subsequent term.

VIII. ADMINISTRATION

Application forms are available online at www.bastropcdc.org.

Applicant should allow a minimum of six to eight weeks for processing once the completed application and all required documentation are submitted.

Consideration for approval will be based on but not limited to the following:

1. Business plan for the proposed business or project
2. Assessment of business capacity to operate successfully based on current market conditions
3. Analysis of personal credit score
4. Cash flow analysis
5. Other financial documents as requested
6. The following minimum criteria will be used in assessing candidacy for a loan:

Business Status	Personal Credit Score	Business Annual Revenues	Years in Business	Business Plan	Articles of Org/Incorp/EIN	3 Months Personal Bank Statements	3 Months Business Bank Statements
Existing	>600	\$50,000	>1 Year	Yes	Yes	No	Yes
Start-Up	>700	N/A	N/A	Yes	Yes	Yes	No

7. If minimum criteria are met for securing a loan, then the loan committee will analyze and score the loan applicants based on their potential risk in the categories noted in the table below. Risk will be assigned as low (1), medium (2), or high (3). A total risk score will be calculated and used in the final evaluation of the loan application.

	Applicant Credit Score	Current Economic Conditions/ Communication (Business Plan)	Repayment Capacity (Bank Statements)	Total Score	Risk Score Average (Total Score/3)
Risk Score:					
1 - Low					
2 - Medium					
3 - High					

FOR INTERNAL USE ONLY

An initial meeting with the Applicant and BEDC staff will be set up to review the request. If the application meets the initial policy guidelines and the application is deemed complete, BEDC staff shall prepare a loan summary to be submitted to the BEDC RLF Committee for

consideration in making a recommendation to the BEDC Board. A copy of the loan summary and application will be sent to the Committee at least 72 hours prior to the meeting. Information in the loan summary will include:

1. Project description and use of funds
2. Type of business
3. Number of jobs created or retained
4. Source and use of personal or other funds
5. Staff recommendation for loan application
6. Estimated economic benefits to the City

Incomplete applications will be returned to the Applicant.

The RLF Committee shall meet on an as-needed basis to review applications for financial feasibility, security and ability to satisfy the purposes and priorities of the program. The Applicant will be invited to the meeting to present to the committee. Applications shall require a majority vote of the Committee for recommendation to proceed to the BEDC Board. During the next regularly scheduled BEDC Board meeting, the Board will formally approve/deny the application. If an application is denied, BEDC staff shall have the option to continue assisting the Applicant in gathering additional information for resubmittal.

Nothing in this Policy shall require the BEDC to make a loan to a business that meets the requirements of the Policy. The BEDC is not required to make a loan or provide any financial assistance to a business that meets the requirements of this Policy unless the BEDC in its sole discretion determines that it is in the BEDC and City of Bastrop's best interest to make a loan. Each application will be reviewed on a case-by-case basis.

NOTE: Information that the Applicant believes to be confidential should be clearly marked "Confidential" on each page containing confidential information. The BEDC shall take every precaution allowed by law to maintain confidentiality. Application materials may be subject to public disclosure.

IX. LOAN TERMS AND GUIDELINES

1. Minimum amount of loans – \$3,000
2. Maximum amount of loans – \$10,000
3. Loan term will be five (5) years.
4. Loan origination fees will be incurred by the BEDC.
5. The interest rate of all approved loans will be a fixed rate, established at the time of loan approval, and set to 75% of the Wall Street Journal prime rate.
6. Recipients may be required to maintain property insurance on buildings and contents for full replacement value. If required, insurance policies shall name the BEDC as a Lender Loss Payee.

X. LOAN PAYMENT TERMS AND GUIDELINES

1. Initial payment may be deferred up to three (3) months after closing.
2. Loan payment shall be made monthly to the City of Bastrop Finance Department by any means authorized by the department.
3. Payments more than thirty (30) days delinquent will be assessed a five (5) percent penalty. Payments first go towards any accrued penalties, then towards accrued interest, and lastly to reduce the balance of the principal.
4. The Recipient may repay the loan without incurring a prepayment penalty, to encourage early repayment of loans.
5. The Applicant will authorize the BEDC to obtain verification of any applicable records, including assets, employment records, and consumer credit reports.
6. BEDC will review RLF agreements annually.

XI. LOAN PROCEDURES

Prior to releasing RLFs, the following documentation as applicable, and any other documentation required by the BEDC, must be provided:

1. **Notice of Award** – The BEDC has reviewed and approved a complete application for an eligible Applicant.
2. **Loan Agreement** – A RLF agreement shall be executed by the BEDC Chair and the principal owner(s) or officer(s) of the business. The agreement must be dated, state the agreement between the BEDC and the business and specify the amount and terms of the loan funds delivered.
3. **Loan Security** – If RLF security is required, any mortgage or lien instruments must be executed at the time of the loan closing. The BEDC may take a security interest position in any equipment, real estate, or other collateral being financed. Subordinate lien position loans will be accepted.
4. **Amortization Schedule** – An amortization schedule shall be prepared by BEDC Staff with a copy provided to the borrower.
5. **Evidence of Permits** – Documentation must be provided by the Applicant.
6. **Other Documentation** – The Applicant may be asked to provide other types of documentation.

XII. POST-APPROVAL OF RLF RECIPIENT

In addition to the terms and conditions of the RLF, all Recipients must agree to comply with the following:

- To use RLF money only to pay the cost of services and materials necessary to complete the project or activity, or purchase the equipment for which the loan was awarded.

- To permit inspections by persons authorized by the BEDC of all projects and properties assisted with RLFs. Related project materials shall also be open to inspections which include but may not be limited to materials and equipment. Requests for inspection shall be complied with by the Recipient.
- To maintain records on the projects as may be requested by the BEDC. These files shall be maintained as long as the loan is active or for at least three (3) years after completion of the work for which the loan has been obtained, whichever is longer.
- The business must maintain an actual physical presence within the city limits of Bastrop, Texas, for 5 years.

XIII. POST-CLOSING AND MONITORING OF RLFs

General Procedures

1. When the loan closing is completed and the funds are disbursed, the Lender will establish a loan servicing file to contain:
 - 1) All closing documents.
 - 2) A log of all conversations and correspondence relating to the loan.
 - 3) A master follow-up file to ensure loan monitoring functions are performed on a timely basis.
2. The calculation of principal and interest and monthly payment reports will be executed at the time of the loan closing by the Lender.
3. Fund management services will be provided by the Lender. The BEDC may assist with loan packaging, underwriting, and related marketing services for the Fund.

Monitoring

Lender will be responsible for collecting and maintaining evidence of ongoing compliance with any loan requirements, insurance, financial reporting, and any special conditions of the original agreement. An annual report of projects financed through this program will be provided to the BEDC and BEDC Board each year.

XIV. DEFAULT

In the event the Recipient is in default on any of the terms and conditions of the RLF agreement, all sums due and owing, including penalties, shall, at the BEDC's option, become due and payable. To exercise this option, the BEDC Attorney shall prepare a written notice to the Recipient. The notice shall specify the following:

1. The default.
2. The action required to cure the default.
3. A date, not less than thirty (30) days from the date of the notice, by which the default must be cured to avoid foreclosure or other corrective action.

4. Any penalties incurred as a result of the default.

XV. USE OF LOAN REPAYMENTS AND REPORTING

Repaid loans shall be redeposited in the RLF account and used in a manner consistent with these policies and procedures. A separate accounting record for each loan shall be kept to account for all funds loaned.

XVI. PERFORMANCE ASSESSMENT PROCESS

The BEDC staff shall annually review the goals and objectives of the RLF to verify it is meeting its objectives. If staff determines the program requires modification, staff will prepare and present any modifications to the Committee for review, with final approval by the BEDC Board.

Bastrop Economic Development Corporation Revolving Loan Fund (RLF) Process

Item 8B.

Business Interested in RLF

BEDC staff provide RLF information, process, and application

Business completes application

Business begins to gather materials necessary for application requirements



Application Submission

Business submits application and required documentation to BEDC

BEDC staff review application and documents for completeness

If incomplete, business is notified of components for correction

If complete, BEDC staff will submit application to the BEDC RLF Committee and schedule a Committee meeting



Committee Convenes

Committee is provided with all application materials for review (at least 72 hours prior to meeting)

Committee meets to discuss application in which business is advised to make a presentation

If approved, Committee sends recommendation to the BEDC Board for approval

If not approved, Committee may decide to provide recommendations for the business for another application submission



Application Approval

Application is submitted to BEDC Board for approval

If application is approved, the business is notified of any additional contingencies required by the Board

Loan is awarded to business

BEDC RLF Committee meets on an as-needed basis. The Committee must have sufficient time for review and presentation of the RLF application before materials are distributed to members, a minimum of 72 hours prior to meeting.



Bastrop Economic Development Corporation

Revolving Loan Fund Application Form

Applicant Information

Name of Applicant(s): _____

Address: _____ City, State, Zip Code: _____

Phone Numbers: _____

Email Address: _____

Information about Your Business

Name of Business: _____

Address of Business: _____ City, State, Zip Code: _____

Phone Numbers: _____

Type of Business: _____ Employer ID Number: _____

Number of Employees: Full-Time: _____ Part-Time: _____

Business Banking Institution: _____

Products or Services Your Business Provides: _____

Information about the Project

Brief Description of the Project:

Anticipated Start Date for the Project: _____

Amount of Loan Funds Requested: _____ Requested Loan Term: _____

Sources and Uses of Loan Proceeds

USES		SOURCES	
Land Acquisition:	_____	BEDC RLF:	_____
New Building Construction:	_____	Financial Institution:	_____
Site Preparation or Demolition:	_____	Owner's equity:	_____
Rehabilitation or Renovation:	_____	Other:	_____
New Machinery and Equipment:	_____	Other:	_____
Inventory and Working Capital:	_____	Other:	_____
Other: _____	_____	Other:	_____

Additional Requirements

Each complete application to be submitted shall include the following items:

1. A cover letter describing the project, explaining the need for Economic Development Loan Funds, and describing the public benefits of the project.
2. A business plan outlining the management, marketing, competition, business history, and future potential.
3. Resumes of the principal borrowers.
4. Financial statements for the preceding three years, including balance sheets, income statements, and the most recent interim statements.
5. A current personal financial statement of any owner with 20% or greater ownership in the business.
6. A project budget showing a breakdown of the total sources and uses of funds for the project.

Private Financing Information

If private financing is being requested for this project, complete the following information.

Financial Institution: _____

Address: _____ City, State, Zip Code: _____

Contact Person: _____

Phone Number: _____ Email Address: _____

Loan Amount: _____

I hereby authorize the above referenced financial institution to release my financial records to the Bastrop Economic Development Corporation and/or their representatives.

Applicant Signature

Date

Applicant Certification

I authorize the Bastrop Economic Development Corporation to make inquiries as necessary to verify the accuracy of the information provided and to determine my credit worthiness. I certify the statements contained on this application and the supporting documentation are true and accurate as of the stated dates.

Applicant Signature

Date

Applicant Signature

Date



STAFF REPORT

MEETING DATE: August 8, 2023

TITLE:

Consider action to approve Resolution No. R-2023-112 of the City Council of the City of Bastrop, Texas, authorizing the City Manager to execute all necessary documents related and to sell real property described as Tahitian Village, Unit 1, Block 21, Lot 1647A, (Resubdivision of lots 1647, 1648, & 1649), a total of 0.6510 acres; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo, ICMA-CM, CPM, City Manager

BACKGROUND/HISTORY:

The City desires to sell real property that it owns located in Tahitian Village Unit 1 to the Emergency Services District #2.

The ESD #2 has expressed interest in purchasing the fire station located at 120 Corporate Drive in Tahitian Village. The station is currently used for storage of excess equipment that is slated to go to auction. The station is sometimes manned by volunteer firefighters, but mostly remains vacant.

Much of the City's growth is to the east. The growth to the west is limited to Pine Forrest 6 and Tahitian Village. ESD #2 is the responder in those areas. The city's funding ability is limited as fire is funded from the General Fund, whereas the ESD #2 has greater funding ability to ensure the area is adequately covered with fire protection. We will maintain a shared services agreement with the ESD #2. The ESD #2 plans to fully staff and equip the station.

The shared services agreement will be modified to ensure that our ISO rating is not affected and property owners in that area are not disproportionately affected with greater fire insurance costs.

RECOMMENDATION:

Due to the City's inability to appropriately staff that station, staff recommends approval of Resolution No. R-2023-112 of the City Council of the City of Bastrop, Texas, approving the sale of property located at 120 Corporate Drive to the Emergency Services District #2.

ATTACHMENTS:

- Resolution R-2023-112
- Exhibit A – Appraisal Dated 5/2023

RESOLUTION NO. R-2023 - 112

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE CITY MANAGER TO SELL CERTAIN REAL PROPERTY LOCATED AT 120 CORPORATE DRIVE, BASTROP, TEXAS 78602, TAHITIAN VILLAGE, UNIT 1, BLOCK 21, LOT 1647A (RESUB OF LOTS 1647, 1648 & 1649), ACRES 0.6510.

WHEREAS, the City Council of the City of Bastrop (“City Council”) finds it to be in the public interest and necessary to explore opportunities to convey certain interests in real property; and

WHEREAS, pursuant to Section 272.001(l) of the Texas Local Government Code and Section 11.03 of the City’s Charter, the City Council has the authority to sell and transfer real property owned by the City; and

WHEREAS, Bastrop County Emergency Services District No. 2 (“ESD No. 2”) has expressed interest in purchasing the Fire Station No. 2 Facility located at 120 Corporate Drive, Bastrop, Texas 78602, Tahitian Village, Unit 1, Block 21, Lot 1647A (Resub of lots 1647, 1648 & 1649), acres 0.6510 (the “Property”); and

WHEREAS, the City Council finds it to be in the public interest that the Property be sold to ESD No. 2; and

WHEREAS, the City Council determines that this will provide improved and faster emergency response dispatching services and greater emergency response coverage to the citizens of the City.

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

Section 1. The City Council desires to sell certain real property that it owns located at 120 Corporate Drive, Bastrop, Texas 78602, Tahitian Village, Unit 1, Block 21, Lot 1647A (Resub of lots 1647, 1648 & 1649), acres 0.6510 and as further depicted in the Property location map which is attached and incorporated herein as “Attachment A”.

Section 2. The City Council hereby authorizes the City Manager to negotiate and prepare the documentation necessary to sell and otherwise convey the aforementioned real property to ESD No. 2 in accordance with direction and parameters outlined by the City Council, and execute that documentation on behalf of the City of Bastrop, subject to the prior approval as to form by the City Attorney.

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

Section 4. It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

Section 5. All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 6. Should any of the clauses, sentences, paragraphs, sections, or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 8th day of August 2023.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



Valuation Advisory

Client: City of Bastrop Fire Department
Property Name: City of Bastrop Fire Station TX
Property Address: 120 Corporate Drive, Bastrop, TX 78602

Report Date: May 9, 2023

JLL File #: VA-23-244968



City of Bastrop Fire Station TX
120 Corporate Drive
Bastrop, TX 78602



1703 W. 5th St., Suite 850
Austin, TX 78703

Phone: (512) 225-2700
Fax: (512) 225-2701

May 9, 2023

Mr. Andres Rosales
Fire Chief
City of Bastrop Fire Department
1311 Chestnut Street
Bastrop, TX 78602

Re: Appraisal

City of Bastrop Fire Station TX
120 Corporate Drive
Bastrop, Bastrop County, TX 78602

File Number: VA-23-244968

Dear Mr. Rosales:

At your request, we have prepared an appraisal for the above referenced property, which may be briefly described as follows:

The subject is an existing fire station containing 5,000 square feet of gross building area. The improvements were constructed in 2003, are in average condition, and are owner-occupied as of the effective appraisal date. The site area is 0.65 acres or 28,358 square feet.

The appraisal is intended to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and applicable state appraisal regulations.

Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Assumptions, Extraordinary Assumptions and Hypothetical Conditions (if any), I have made the following value conclusion(s):

Value Conclusions

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value As Is	Fee Simple	April 25, 2023	\$550,000

Your attention is directed to the Limiting Conditions and Assumptions section of this report. Acceptance of this report constitutes an agreement with these conditions and assumptions. In particular, we note the following:

Extraordinary Assumptions & Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in the analysis which, if found to be false, could alter the appraiser's opinions of conclusions.

1. If the property were to sell, the city would modify the code requirements to make the conformance requirements less onerous on the owner.

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None.

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

JLL Valuation & Advisory Services, LLC



Stephanie P. Ferraris

Director

Certified General Appraiser

TX Certificate #: TX 1380757 G

Telephone: (512) 806-7640

Email: stephanie.ferraris@am.jll.com

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Appendices

- A. Appraiser Qualifications
- B. Definitions
- C. Financials and Property Information
- D. Comparable Data
- E. Engagement Letter

Certification Statement

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective future interest in the property that is the subject of this report, and have no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report, or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. I certify sufficient competence to appraise this property through education and experience, in addition to the internal resources of the appraisal firm.
11. We have previously appraised the property that is the subject of this report once for the current client within the three-year period immediately preceding acceptance of this assignment.
12. Stephanie P. Ferraris, has made a personal inspection of the subject property.
13. No one provided significant real property appraisal assistance to the persons signing this certification.

14. As of the date of this report, Stephanie P. Ferraris, has completed the Standards and Ethics Education Requirements for Candidate of the Appraisal Institute.



Stephanie P. Ferraris
Director
Certified General Appraiser
TX Certificate #: TX 1380757 G
Telephone: (512) 806-7640
Email: stephanie.ferraris@am.jll.com

Summary of Salient Facts and Conclusions

Property Name	City of Bastrop Fire Station TX
Address	120 Corporate Drive Bastrop, Bastrop County, Texas 78602
Property Type	Fire House
Owner of Record	City of Bastrop
Tax ID	32805
Land Area	0.65 acres; 28,358 SF
Gross Building Area (SF)	5,000 SF
Rentable Area (SF)	5,000 SF
Year Built	2003
Zoning Designation	P-5, Core
Highest & Best Use - As If Vacant	Industrial Or Special Purpose Use
Highest & Best Use - As Improved	Continued Special Purpose Use
Exposure Time; Marketing Period	6-9 months; 6-9 months
Date of Report	May 9, 2023

Value Conclusions

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value As Is	Fee Simple	April 25, 2023	\$550,000

The values reported above are subject to definitions, assumptions and limiting conditions set forth in the accompanying report of which this summary is a part. No party other than the client and intended users may use or rely on the information, opinions and conclusions contained in the report. It is assumed that the users of the report have read the entire report, including all of the definitions, assumptions and limiting conditions contained therein.

Extraordinary Assumptions & Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in the analysis which, if found to be false, could alter the appraiser’s opinions of conclusions.

1. If the property were to sell, the city would modify the code requirements to make the conformance requirements less onerous on the owner.

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None.

Introduction

The subject is an existing fire station containing 5,000 square feet of gross building area. The improvements were constructed in 2003, are in average condition, and are owner-occupied as of the effective appraisal date. The site area is 0.65 acres or 28,358 square feet.

Subject Identification

Name	City of Bastrop Fire Station TX
Address	120 Corporate Drive, Bastrop, Bastrop County, TX 78602
TaxID	32805
Owner of Record	City of Bastrop
Legal Description	Tahitian Village, Unit 1, Block 21, Lot 1647A (Resub of lots 1647, 1648 & 1649), acres 0.6510

Ownership and Transaction History

The most recent closed sale of the subject is summarized as follows:

Most Recent Sale (Closed)

Grantor:	Bastrop County WCID #2
Grantee:	City of Bastrop
Sale Date:	August 18, 2000
Sale Price:	Undisclosed
Document Number:	1070-583

To the best of our knowledge, no sale or transfer of ownership has taken place within a three-year period prior to the effective appraisal date. Additionally, the property is not subject to an agreement of sale or an option to buy, nor is it listed for sale, as of the effective appraisal date.

Scope of Work

According to the Uniform Standards of Professional Appraisal Practice, it is the appraiser's responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended user(s).

Scope of work is the type and extent of research and analyses involved in an assignment. To determine the appropriate scope of work for the assignment, we considered the intended use of the appraisal, the needs of the user, the relevant characteristics of the subject property, and other pertinent factors. Our concluded scope of work is summarized below, and in some instances, additional scope details are included in the appropriate sections of the report.

Summary

- | | |
|----------|---|
| Research | <ul style="list-style-type: none"> ■ We inspected the property and its environs. Physical information on the subject was obtained from the property owner's representative, public records, and/or third-party sources. ■ Regional economic and demographic trends, as well as the specifics of the subject's local area were investigated. Data on the local and regional property market (supply and demand trends, rent levels, etc.) was also obtained. This process was based on interviews with regional and/or local market participants, primary research, available published data, and other various resources. ■ Other relevant data was collected, verified, and analyzed. Comparable property data was obtained from various sources (public records, third-party data-reporting services, etc.) and confirmed with a party to the transaction (buyer, seller, broker, owner, tenant, etc.) wherever possible. It is, however, sometimes necessary to rely on other sources deemed reliable, such as data reporting services. |
| Analysis | <ul style="list-style-type: none"> ■ Based upon the subject property characteristics, prevailing market dynamics, and other information, we developed an opinion of the property's Highest and Best Use. ■ We analyzed the data gathered using generally accepted appraisal methodology to arrive at a probable value indication via each applicable approach to value. ■ The results of each valuation approach are considered and reconciled into a reasonable value estimate. |

Applicable Requirements

This appraisal is intended to conform to the requirements of the following:

- Uniform Standards of Professional Appraisal Practice (USPAP);
- Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute;
- Applicable state appraisal regulations;
- Appraisal requirements of Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA), revised June 7, 1994;
- Interagency Appraisal and Evaluation Guidelines issued December 10, 2010;
- Appraisal guidelines of City of Bastrop Fire Department.

Client, Intended Use, and User(s)

Client: City of Bastrop Fire Department

Intended Use: The intended use of the appraisal is for asset management.

Intended User(s): The intended user(s) of the appraisal is City of Bastrop Fire Department. The appraisal is not intended for any other use or user. No party or parties other than City of Bastrop Fire Department may use or rely on the information, opinions, and conclusions contained in this report.

Purpose of the Appraisal

The purpose of the appraisal is to estimate the Subject's:

Appraisal Premise	Interest Appraised	Date of Value
Market Value As Is	Fee Simple	April 25, 2023

The date of the report is May 9, 2023. The appraisal is valid only as of the stated effective date or dates.

Approaches to Value

Appraisers usually consider the use of three approaches to value when developing a market value opinion for real property. These are the cost approach, sales comparison approach, and income capitalization approach. Applicability and utilization of the approaches in this assignment is described as follows.

Approach	Description	Applicability	Utilization
Cost	A cost approach is most applicable in valuing new or proposed construction when the improvements represent the highest and best use of the land and the land value, cost new and depreciation are well supported.	Applicable	Utilized
Sales Comparison	A sales approach is most applicable when sufficient data on recent market transactions is available and there is an active market for the property type.	Applicable	Utilized
Income	An income approach is most applicable when the subject is an income producing property or has the ability to generate income in the future as an investment.	Not Applicable	Not Utilized

Prior Services

USPAP requires appraisers to disclose to the client any other services they have provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services.

- We have previously appraised the property that is the subject of this report once for the current client within the three-year period immediately preceding acceptance of this assignment.

Report Option

Based on the intended users understanding of the subject's physical, economic and legal characteristics, and the intended use of this appraisal, an appraisal report format was used, as defined below.

Appraisal Report This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a). This format provides a summary or description of the appraisal process, subject and market data and valuation analyses.

Definition of Values

Market Value The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[g]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)

As Is Market Value The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal's effective date.

Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 6th ed. (Chicago: Appraisal Institute, 2015); also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77471

Definition of Property Rights Appraised

Fee simple estate Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015)

Inspection

Stephanie P. Ferraris performed an inspection on April 25, 2023.

Area Demographics and Market Analysis

Austin MSA Area Demographics

The subject is located in the Austin-Round Rock, TX Metropolitan Statistical Area, hereinafter called the Austin MSA, as defined by the U.S. Office of Management and Budget. The Austin MSA is 4,218 square miles in size, and ranks #26 in population out of the nation’s 382 metropolitan areas.

Population

The Austin MSA has an estimated 2022 population of 2,446,554, which represents an average annual 3.5% increase over the 2020 census amount of 2,283,371. Austin MSA added an average of 81,592 residents per year over the 2020 - 2022 period, and its annual growth rate is greater than that of the State of Texas.

Population Trends

Area	Population				Compound Ann. % Chng	
	2010 Census	2020 Census	2022 Est.	2027 Est.	2020 - 2022	2022 - 2027
1 mi. radius	1,497	1,907	2,034	3,315	3.3%	10.3%
3 mi. radius	8,772	11,519	12,985	17,165	6.2%	5.7%
5 mi. radius	15,453	20,586	23,125	28,625	6.0%	4.4%
Bastrop County	74,171	97,216	104,003	114,648	3.4%	2.0%
Austin MSA	1,716,289	2,283,371	2,446,554	2,676,053	3.5%	1.8%
Texas	25,145,561	29,145,505	30,157,100	31,502,395	1.7%	0.9%
United States	308,745,538	331,449,281	335,707,897	339,902,796	0.6%	0.2%

Source: Esri 2023. Compiled by JLL Valuation & Advisory Services, LLC.

Looking forward, the Austin MSA’s population is projected to increase at a 1.8% annual rate from 2022 - 2027, equivalent to the addition of an average of 45,900 residents per year. The Austin MSA growth rate is expected to exceed that of Texas, which is projected to be 0.9%.

Employment

The current estimate of total employment in the Austin MSA is 1,273,792 jobs. Since 2013, employment grew by 388,675 jobs, equivalent to a 43.9% gain over the entire period. There were gains in employment in eight of the past ten years despite the national economic downturn and slow recovery.

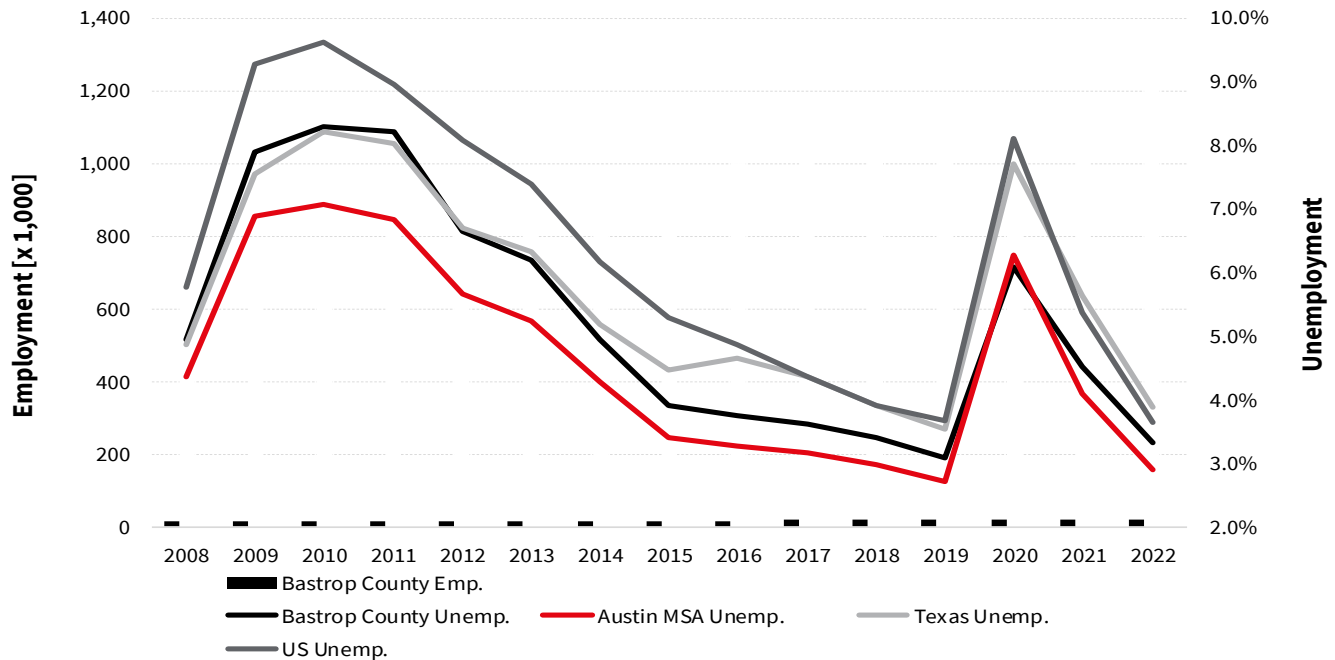
The Austin MSA's rate of change in employment significantly outperformed the State of Texas, which experienced an increase in employment of 19.7% or 2,213,833 over this period.

Employment Trends

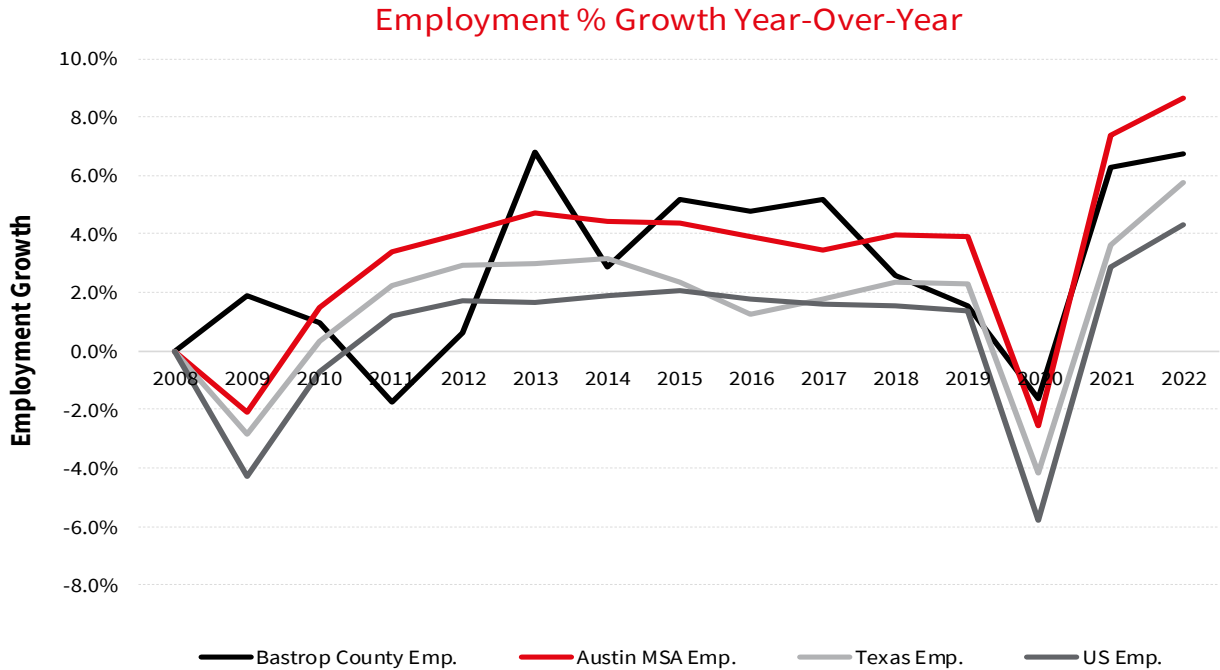
Year	Total Employment (Annual Average)								Unemployment Rate (Ann. Avg.)			
	Bastrop		Austin MSA		Texas		United States		Bastrop		United States	
	County	Change	Change	Change	Change	Change	Change	County	Austin MSA	Texas	States	
2008	13,883	-	791,342	-	10,644,758	-	137,223,667	-	4.9%	4.4%	4.9%	5.8%
2009	14,143	1.9%	774,592	-2.1%	10,343,783	-2.8%	131,295,833	-4.3%	7.9%	6.9%	7.5%	9.3%
2010	14,283	1.0%	785,983	1.5%	10,377,867	0.3%	130,344,500	-0.7%	8.3%	7.1%	8.2%	9.6%
2011	14,032	-1.8%	812,692	3.4%	10,608,450	2.2%	131,914,333	1.2%	8.2%	6.8%	8.0%	9.0%
2012	14,120	0.6%	845,367	4.0%	10,917,892	2.9%	134,157,333	1.7%	6.6%	5.7%	6.7%	8.1%
2013	15,083	6.8%	885,117	4.7%	11,244,733	3.0%	136,363,250	1.6%	6.2%	5.2%	6.3%	7.4%
2014	15,516	2.9%	924,375	4.4%	11,597,317	3.1%	138,939,250	1.9%	4.9%	4.3%	5.2%	6.2%
2015	16,321	5.2%	964,850	4.4%	11,869,775	2.3%	141,824,250	2.1%	3.9%	3.4%	4.5%	5.3%
2016	17,100	4.8%	1,002,675	3.9%	12,017,625	1.2%	144,335,333	1.8%	3.7%	3.3%	4.6%	4.9%
2017	17,987	5.2%	1,036,975	3.4%	12,232,167	1.8%	146,606,917	1.6%	3.6%	3.2%	4.4%	4.4%
2018	18,452	2.6%	1,077,858	3.9%	12,523,258	2.4%	148,908,333	1.6%	3.4%	3.0%	3.9%	3.9%
2019	18,737	1.5%	1,120,300	3.9%	12,813,592	2.3%	150,904,333	1.3%	3.1%	2.7%	3.5%	3.7%
2020	18,431	-1.6%	1,091,425	-2.6%	12,275,517	-4.2%	142,185,833	-5.8%	6.1%	6.3%	7.7%	8.1%
2021	19,585	6.3%	1,172,108	7.4%	12,722,767	3.6%	146,284,500	2.9%	4.5%	4.1%	5.6%	5.4%
2022	20,908	6.8%	1,273,792	8.7%	13,458,567	5.8%	152,575,167	4.3%	3.3%	2.9%	3.9%	3.7%
10 Yr Change	5,825	38.6%	388,675	43.9%	2,213,833	19.7%	16,211,917	11.9%				
Avg Unemp. Rate 2013-2022									4.3%	3.8%	5.0%	5.3%
Unemployment Rate - Feb 2023									3.9%	3.7%	4.5%	3.9%

Source: Bureau of Labor Statistics. County employment is from the Quarterly Census of Employment & Wages (QCEW), all other areas use the Current Employment Survey (CES). Unemployment rates use the Current Population Survey (CPS). Data is not seasonally adjusted.

Employment / Unemployment Historical Trends



Source: Bureau of Labor Statistics. County employment is from the Quarterly Census of Employment & Wages (QCEW), all other areas use the Current Employment Survey (CES). Unemployment rates use the Current Population Survey (CPS). Data is not seasonally adjusted.



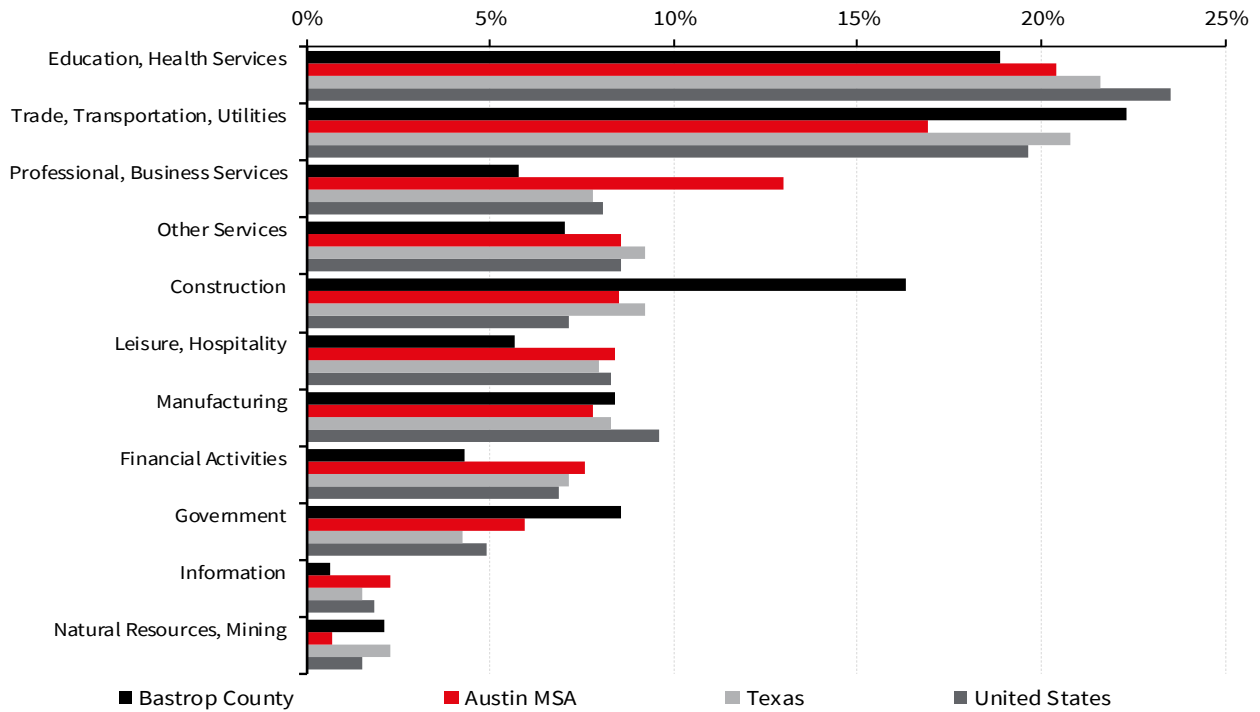
Source: Bureau of Labor Statistics. County employment is from the Quarterly Census of Employment & Wages (QCEW), all other areas use the Current Employment Survey (CES). Unemployment rates use the Current Population Survey (CPS). Data is not seasonally adjusted.

A comparison of unemployment rates is another way of gauging an area’s economic health, where a higher unemployment rate is a negative indicator. Over the past decade, the Austin MSA unemployment rate of 3.8% has been lower than the Texas rate of 5.0%. In the latter half of the decade that trend has continued, as the Austin MSA has consistently outperformed Texas. Recent data shows that the Austin MSA unemployment rate is 3.7%, in comparison to a 4.5% rate for Texas, a positive sign for the Austin MSA economy and one that is further magnified by the fact that the Austin MSA has outperformed Texas in the rate of job growth over the past two years.

Employment Sectors

The composition of the Austin MSA job market is illustrated in the chart below, paired with that of Texas. Total employment for the areas is stratified by eleven major employment sectors, ranked from largest to smallest based on the percentage of Austin MSA jobs in each sector.

Employment Sectors - 2022



Source: Esri 2023. Compiled by JLL Valuation & Advisory Services, LLC.

The Austin MSA has a greater percentage employment than Texas in the following categories:

1. Professional, Business Services - which accounts for 13.0% of Austin MSA payroll employment compared to 7.8% for Texas as a whole. This sector includes legal, accounting, and engineering firms, as well as management of holding companies.
2. Leisure, Hospitality - which accounts for 8.4% of Austin MSA payroll employment compared to 8.0% for Texas as a whole. This sector includes employment in hotels, restaurants, recreation facilities, and arts and cultural institutions.
3. Financial Activities - which accounts for 7.6% of Austin MSA payroll employment compared to 7.2% for Texas as a whole. Banking, insurance, and investment firms are included in this sector, as are real estate owners, managers, and brokers.
4. Government - which accounts for 5.9% of Austin MSA payroll employment compared to 4.2% for Texas as a whole. This sector includes public administration at the federal, state, and county level, as well as other government positions.

The Austin MSA is underrepresented in the following categories:

1. Trade, Transportation, Utilities - which accounts for 16.9% of Austin MSA payroll employment compared to 20.8% for Texas as a whole. This sector includes jobs in retail trade, wholesale trade, trucking, warehousing, and electric, gas, and water utilities.

2. Natural Resources, Mining - which accounts for 0.7% of Austin MSA payroll employment compared to 2.3% for Texas as a whole. Agriculture, mining, quarrying, and oil and gas extraction are included in this sector.
3. Education, Health Services - which accounts for 20.4% of Austin MSA payroll employment compared to 21.6% for Texas as a whole. This sector includes employment in public and private schools, colleges, hospitals, and social service agencies.
4. Construction - which accounts for 8.5% of Austin MSA payroll employment compared to 9.2% for Texas as a whole. This sector includes construction of buildings, roads, and utility systems.

Major Employers

The table below contains major employers in the Austin MSA.

Major Employers - Austin MSA

Name	Employees
1 University of Texas at Austin	23,925
2 Dell Inc.	13,000
3 St. David's Healthcare	10,665
4 Seton Healthcare Network	10,513
5 Walmart Inc.	9,100
6 Samsung Austin Semiconductor	8,935
7 Apple Computer	7,000
8 IBM Corp.	6,000
9 Texas State University - San Marcos	4,873
10 NXP Semiconductors	4,000
11 Applied Materials	3,731
12 Austin Community College	3,553
13 Accenture	3,400
14 AT&T	2,800
15 Keller Williams Realty	2,609
16 Whole Foods Market	2,600
17 National Instruments	2,575
18 Flextronics International	2,400
19 Lower Colorado River Authority	1,810
20 Spectrum	1,765

Sources(s): Austin Business Journal, Book of Lists 2017; Austinchamber.com; Greater Austin Chamber of Commerce, 2017

Gross Domestic Product

Based on Gross Domestic Product (GDP), the Austin MSA ranks #26 out of all metropolitan area economies in the nation.

Economic growth, as measured by annual changes in GDP, has been somewhat higher in the Austin MSA than Texas overall during the past nine years. The Austin MSA has expanded at a 5.7% average annual rate while the State of Texas has grown at a 2.8% rate. As the national economy improves, the Austin MSA continues to outperform Texas. GDP for the Austin MSA rose by 10.5% in 2021 while Texas's grew by 3.9%.

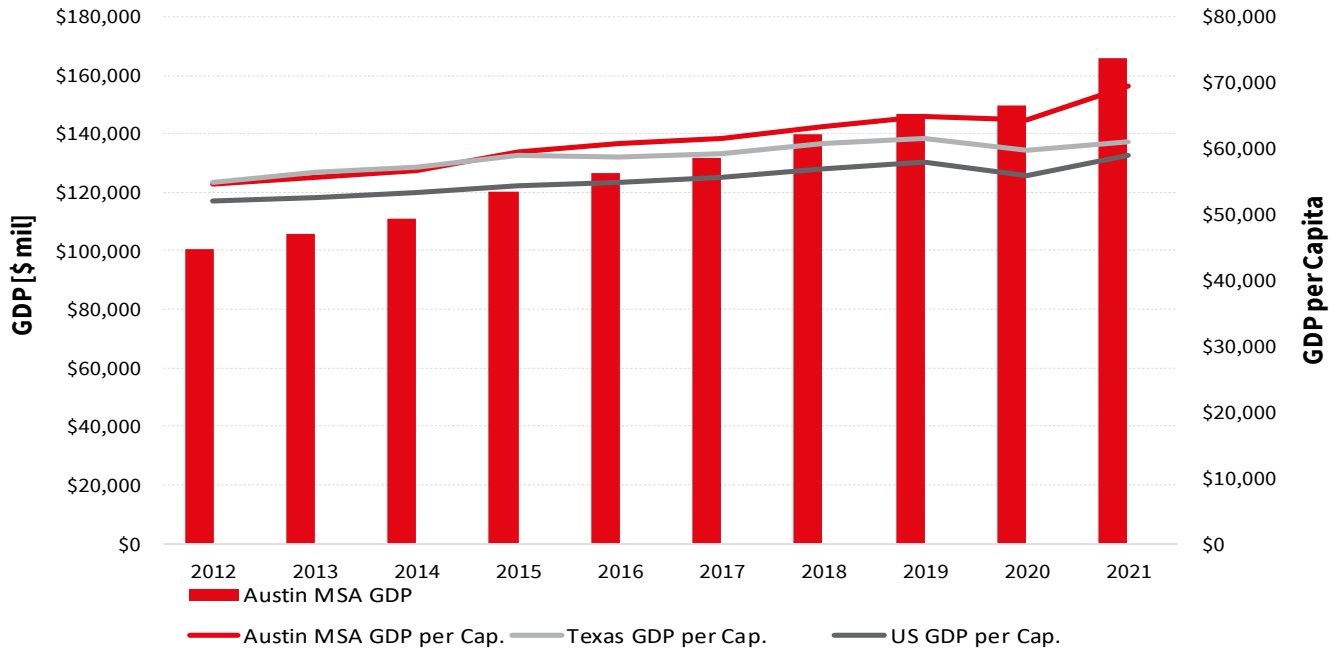
The Austin MSA has a per capita GDP of \$69,415, which is 14.0% greater than Texas's GDP of \$61,032. This means that the Austin MSA industries and employers are adding relatively much more value to the economy than their peers in Texas.

Gross Domestic Product

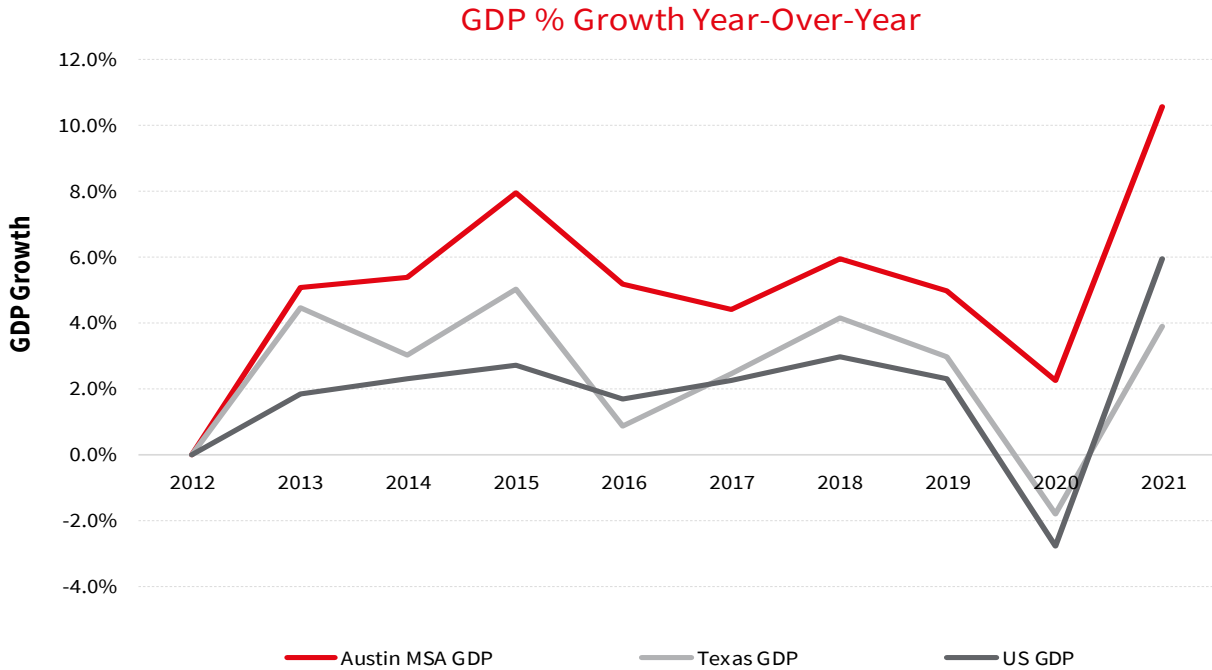
Year	Gross Domestic Product (\$ mil)						GDP per Capita (\$)		
	Austin MSA		Texas		United States		Austin MSA	Texas	United States
	Value	Change	Value	Change	Value	Change	Value	Value	Value
2012	\$100,427	-	\$1,421,180	-	\$16,253,970	-	\$54,639	\$54,701	\$51,890
2013	\$105,495	5.0%	\$1,484,700	4.5%	\$16,553,348	1.8%	\$55,557	\$56,242	\$52,469
2014	\$111,176	5.4%	\$1,529,617	3.0%	\$16,932,051	2.3%	\$56,731	\$57,041	\$53,290
2015	\$120,013	7.9%	\$1,605,902	5.0%	\$17,390,295	2.7%	\$59,396	\$58,967	\$54,348
2016	\$126,238	5.2%	\$1,619,954	0.9%	\$17,680,274	1.7%	\$60,650	\$58,585	\$54,869
2017	\$131,820	4.4%	\$1,659,453	2.4%	\$18,076,651	2.2%	\$61,533	\$59,121	\$55,711
2018	\$139,619	5.9%	\$1,728,304	4.1%	\$18,609,078	2.9%	\$63,373	\$60,671	\$56,957
2019	\$146,516	4.9%	\$1,779,781	3.0%	\$19,036,052	2.3%	\$64,716	\$61,575	\$57,866
2020	\$149,801	2.2%	\$1,747,562	-1.8%	\$18,509,143	-2.8%	\$64,435	\$59,599	\$55,883
2021	\$165,604	10.5%	\$1,815,064	3.9%	\$19,609,812	5.9%	\$69,415	\$61,032	\$58,807
10 Yr Change	\$65,177	5.7%	\$393,883	2.8%	\$3,355,842	2.1%	\$14,776	\$6,331	\$6,917

Source: Bureau of Economic Analysis. The release of state and local GDP data has a longer lag time than national data. The data represents inflation-adjusted 'real' GDP stated in 2012 dollars. Per Capita GDP data are calculated by dividing the area GDP by its estimated population for the year shown.

Gross Domestic Product Historical Trends



Source: Bureau of Labor Statistics. County employment is from the Quarterly Census of Employment & Wages (QCEW), all other areas use the Current Employment Survey (CES). Unemployment rates use the Current Population Survey (CPS). Data is not seasonally adjusted.



Source: Bureau of Labor Statistics. County employment is from the Quarterly Census of Employment & Wages (QCEW), all other areas use the Current Employment Survey (CES). Unemployment rates use the Current Population Survey (CPS). Data is not seasonally adjusted.

Gross Domestic Product is a measure of economic activity based on the total value of goods and services produced in a specific geographic area. The figures in the table above represent inflation adjusted “real” GDP stated in 2012 dollars.

Household Income

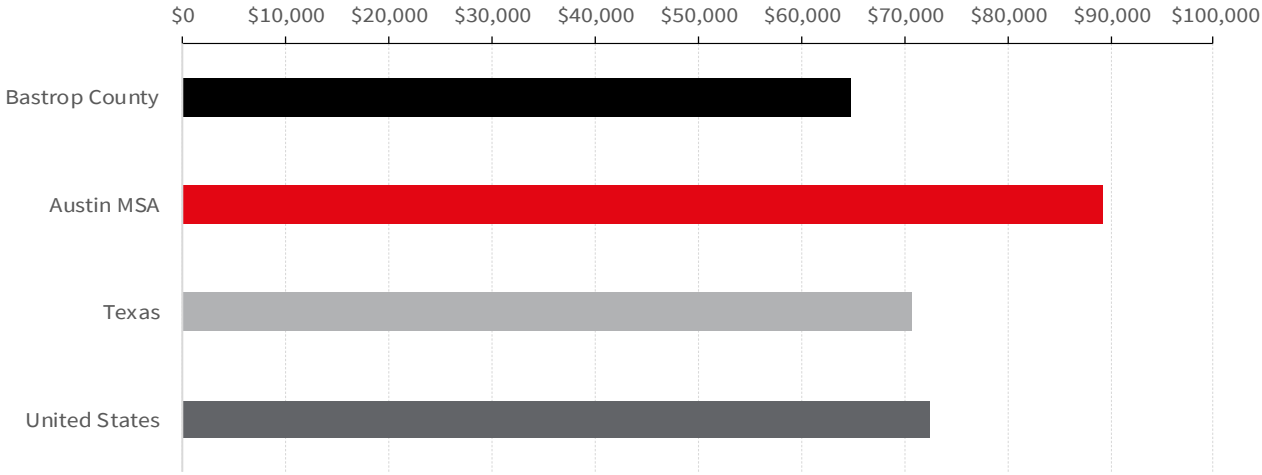
The Austin MSA has a much higher level of household income than Texas. Median household income for the Austin MSA is \$89,278, which is 26.0% higher than Texas.

Median Household Income

Area	Med. Household Income		Compound Ann. % Chng
	2022 Est.	2027 Est.	2022 - 2027
Bastrop County	\$64,816	\$75,909	3.2%
Austin MSA	\$89,278	\$102,437	2.8%
Texas	\$70,834	\$81,850	2.9%
United States	\$72,414	\$84,445	3.1%

Source: Esri 2023. Compiled by JLL Valuation & Advisory Services, LLC.

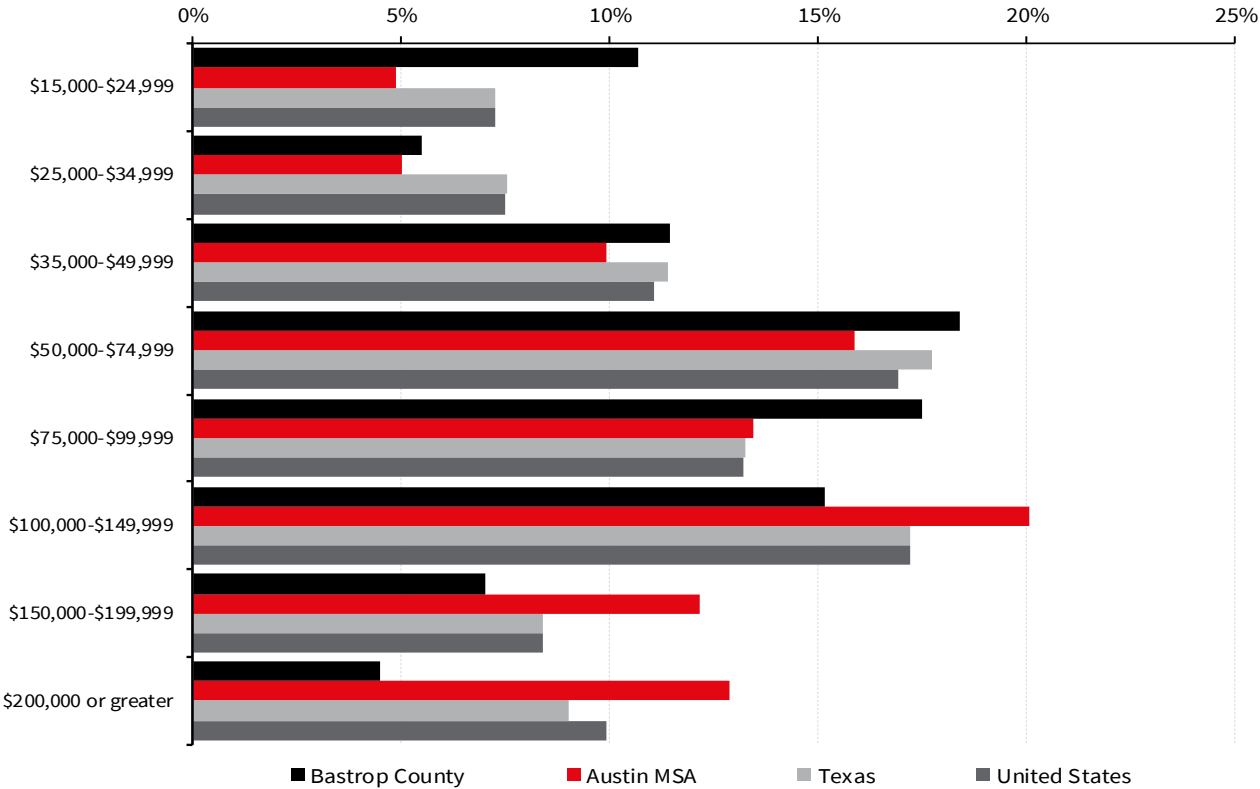
2022 Median Household Income Area Comparison



Source: Esri 2023. Compiled by JLL Valuation & Advisory Services, LLC.

The Austin MSA has a smaller concentration of households in the lower income levels than Texas. Specifically, 16% of the Austin MSA households are below the \$35,000 level in household income as compared to 23% of Texas households. A far greater concentration of households is apparent in the higher income levels, as 59% of the Austin MSA households are at the \$75,000 or greater levels in household income versus 48% of Texas households.

2022 Median Household Income Distribution



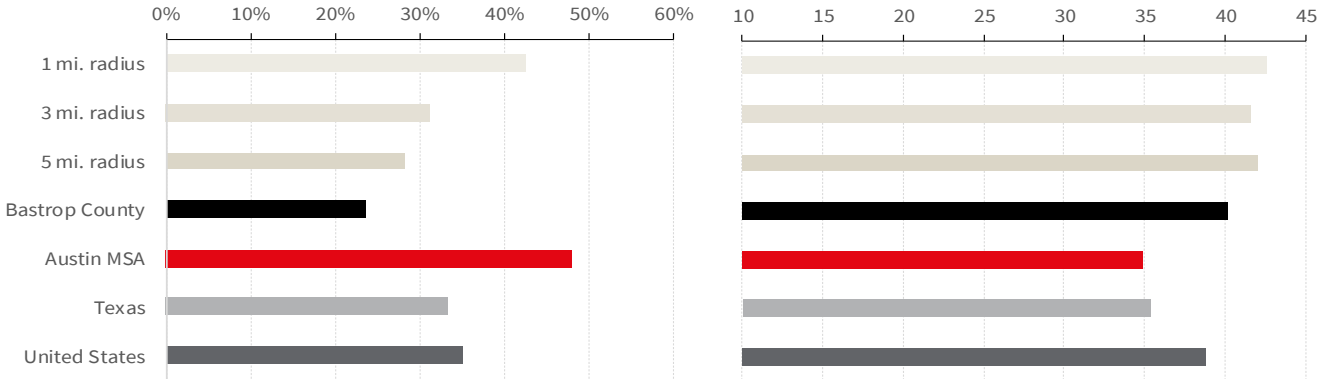
Source: Esri 2023. Compiled by JLL Valuation & Advisory Services, LLC.

Education and Age

Residents of the Austin MSA have a significantly higher level of educational attainment than those in Texas. An estimated 48.0% of the Austin MSA residents are college graduates with four-year degrees or higher, while Texas residents have an estimated 33.4% with at least a four-year degree. People in the Austin MSA are similar in age to their peers in Texas. The median age of both the Austin MSA and Texas is 35 years.

Population % with at least 4-Year Degree

Median Age

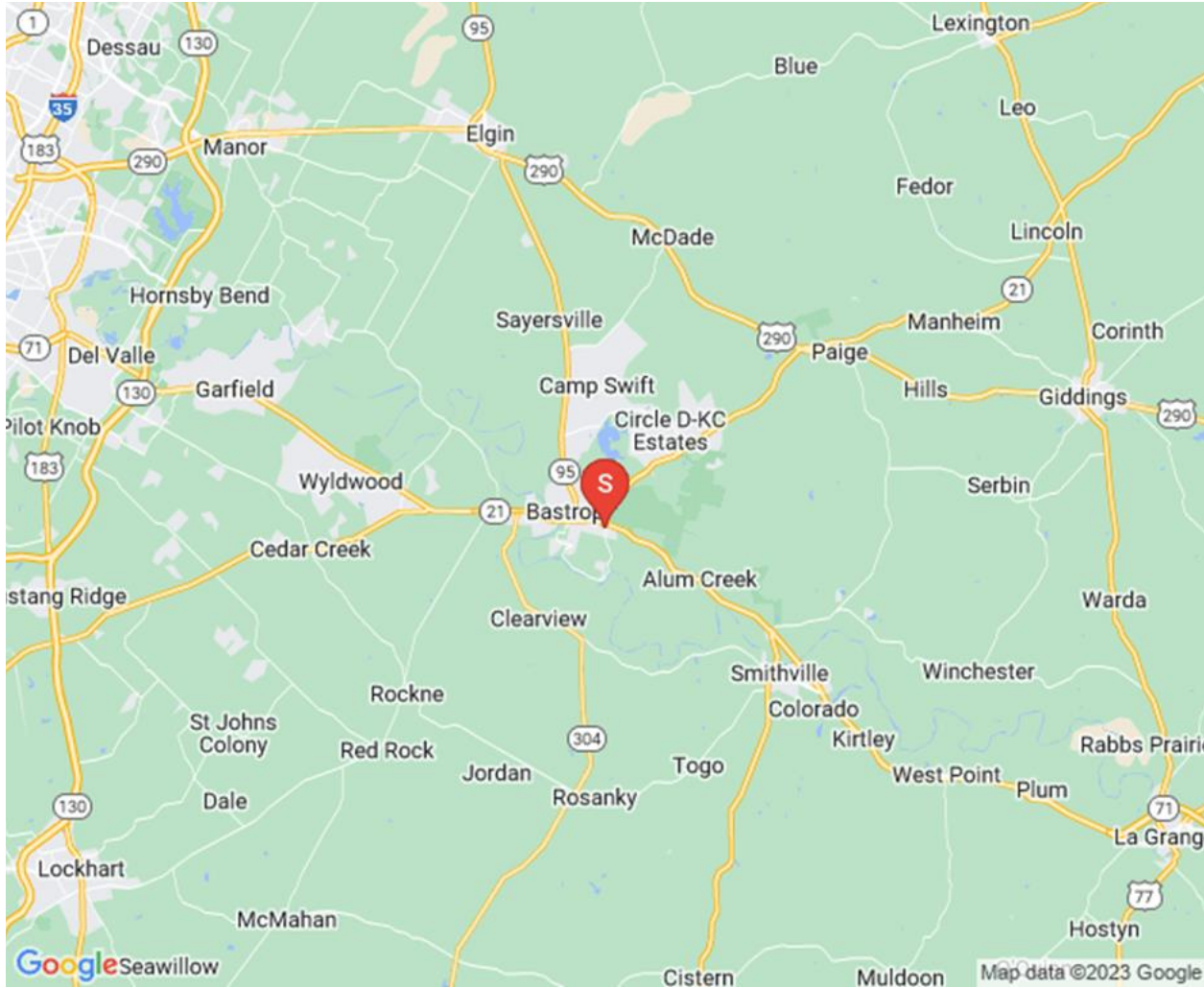


Source: Esri 2023. Compiled by JLL Valuation & Advisory Services, LLC.

Conclusion

The Austin MSA's economy will benefit from a rapidly growing population base, and higher income and education levels. The Austin MSA saw an increase in the number of jobs in the past 10 years and has maintained a lower unemployment than Texas during the past decade. Furthermore, the Austin MSA is influenced positively from having both a higher rate of GDP growth in the past nine years and a higher level of GDP per capita than Texas overall. We project that the Austin MSA's economy will improve and employment will grow, strengthening the demand for real estate overall.

Area Map



Industrial Market Area Analysis

Austin Metro Area Trends and Analysis

The subject is located in the Austin metro area, as defined by CoStar. Supply and demand metrics, including inventory levels, vacancy, completions, absorption, and rental rates for all classes of space are presented in the following table.

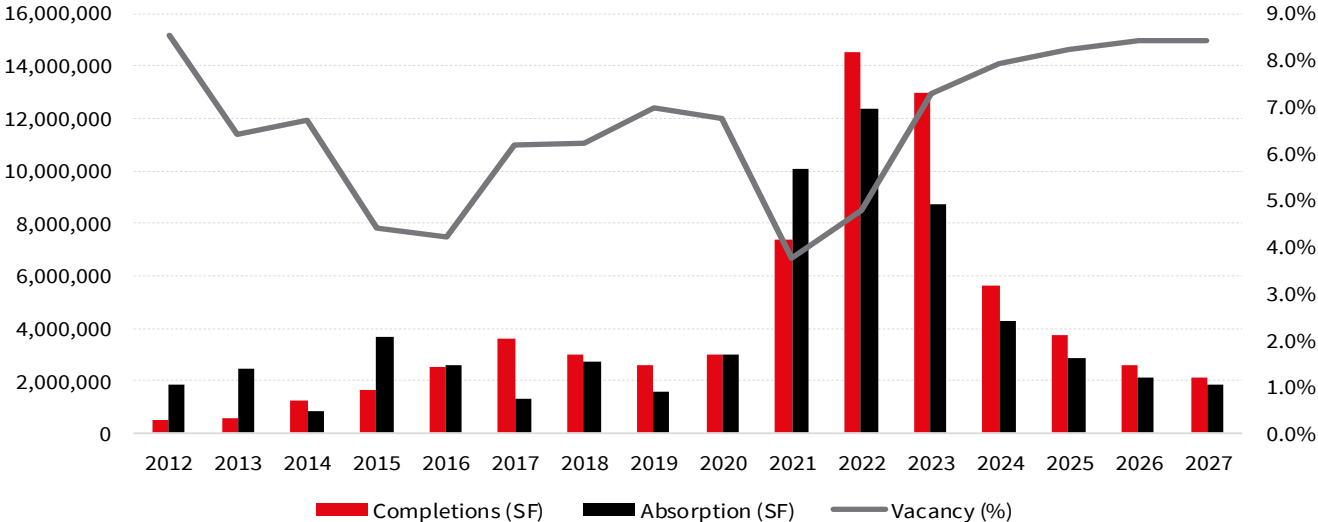
Austin Industrial Market Trends (All Classes of Space)

Year	Inventory (SF)	Vacancy (SF)	Vacancy (%)	Completions (SF)	Absorption (SF)	Inventory, Under Cons (SF)	Asking Rent (\$/SF)
2012	94,477,707	8,060,103	8.5%	534,855	1,842,751	142,931	\$7.87
2013	94,947,953	6,093,309	6.4%	578,290	2,437,807	737,449	\$8.44
2014	96,109,026	6,439,986	6.7%	1,260,461	814,477	1,176,246	\$8.93
2015	97,612,194	4,289,063	4.4%	1,652,988	3,654,087	2,006,972	\$9.49
2016	100,135,545	4,201,410	4.2%	2,549,188	2,577,512	3,116,126	\$10.13
2017	103,653,519	6,399,300	6.2%	3,577,804	1,312,992	2,570,884	\$10.91
2018	106,661,993	6,637,459	6.2%	2,967,413	2,720,118	2,088,901	\$11.46
2019	109,243,052	7,612,232	7.0%	2,599,331	1,601,036	2,909,884	\$12.09
2020	112,174,586	7,555,704	6.7%	2,968,890	2,979,742	12,560,188	\$12.48
2021	119,116,801	4,451,613	3.7%	7,405,803	10,046,313	13,352,660	\$13.53
2022	133,449,807	6,398,420	4.8%	14,548,330	12,386,200	15,075,807	\$14.96
2023	146,405,895	10,649,640	7.3%	12,973,681	8,705,625	0	\$15.36
2024	152,025,652	12,021,697	7.9%	5,645,618	4,252,896	0	\$15.48
2025	155,723,328	12,831,260	8.2%	3,724,654	2,894,461	0	\$15.76
2026	158,300,738	13,296,568	8.4%	2,606,526	2,118,521	0	\$16.10
2027	160,357,033	13,505,903	8.4%	2,087,456	1,853,326	0	\$16.45
2012 - 2022 Avg.	106,143,835	6,194,418	5.8%	3,694,850	3,852,094	5,067,095	\$10.94

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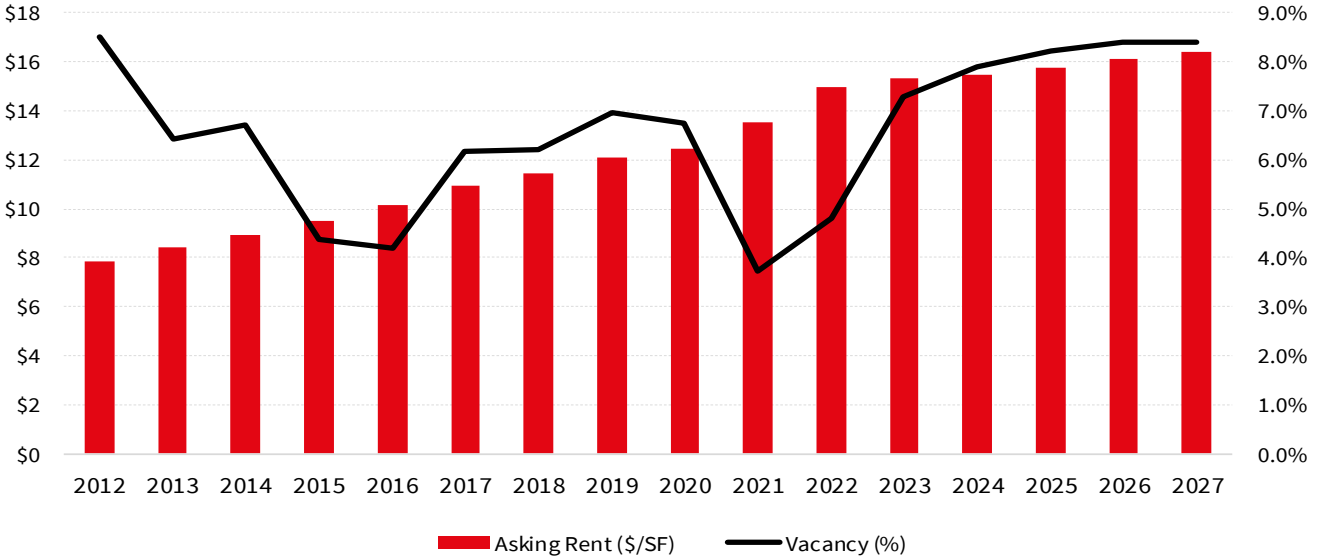
- The most recent data shows 14,548,330 SF were added to the market. On average 3,694,850 SF have been added to the market over the last eleven complete years and increased 2620.1%. During the same period, completions rose from a minimum of 534,855 SF in 2012 and experienced a maximum of 14,548,330 SF in 2022.
- Looking forward, it is expected that in five years completions will show a drop of 43.5% from the 11-year average of 3,694,850 SF, representing a change of 1,607,394 SF by year-end 2027.
- The most recent data shows asking rent is \$14.96/SF. Over the last eleven complete years, asking rent had an annual average of \$10.94/SF and increased 90.1%. During the same period, asking rent rose from a minimum of \$7.87/SF in 2012 and achieved a peak of \$14.96/SF in 2022.
- Looking forward, it is expected that in five years asking rent will show a gain of 9.9% from the present amount of \$14.96/SF, representing a change of \$1.49/SF by year-end 2027.

Supply and Demand Trends



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Vacancy Rate vs. Asking Rent



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- Vacancy rates are presently 4.8%. Over the past eleven complete years, vacancy rates had an annual average of 5.8% and declined 374 bps. During the same period, vacancy rates reached a low of 3.7% in 2021 and fell from a maximum of 8.5% in 2012.
- Projecting five years into the future, vacancy rates will show an increase of 363 bps from the present amount of 4.8%.

- Currently, absorption is 12,386,200 SF. During the past eleven complete years, absorption averaged 3,852,094 SF annually and increased 572.2%. Over that same time frame, absorption experienced a minimum of 814,477 SF in 2014 and experienced a maximum of 12,386,200 SF in 2022.
- Five-year forecasts demonstrate that absorption will be 1,853,326 SF by the end of 2027, equivalent to a decrease of 51.9% compared to the eleven-year average of 3,852,094 SF.

Bastrop County Submarket Synopsis

The subject is located in the Bastrop County submarket, as defined by CoStar. To effectively gauge investor interest in the subject’s submarket, we evaluate key supply and demand metrics in comparison to other areas for all classes of space in the following table.

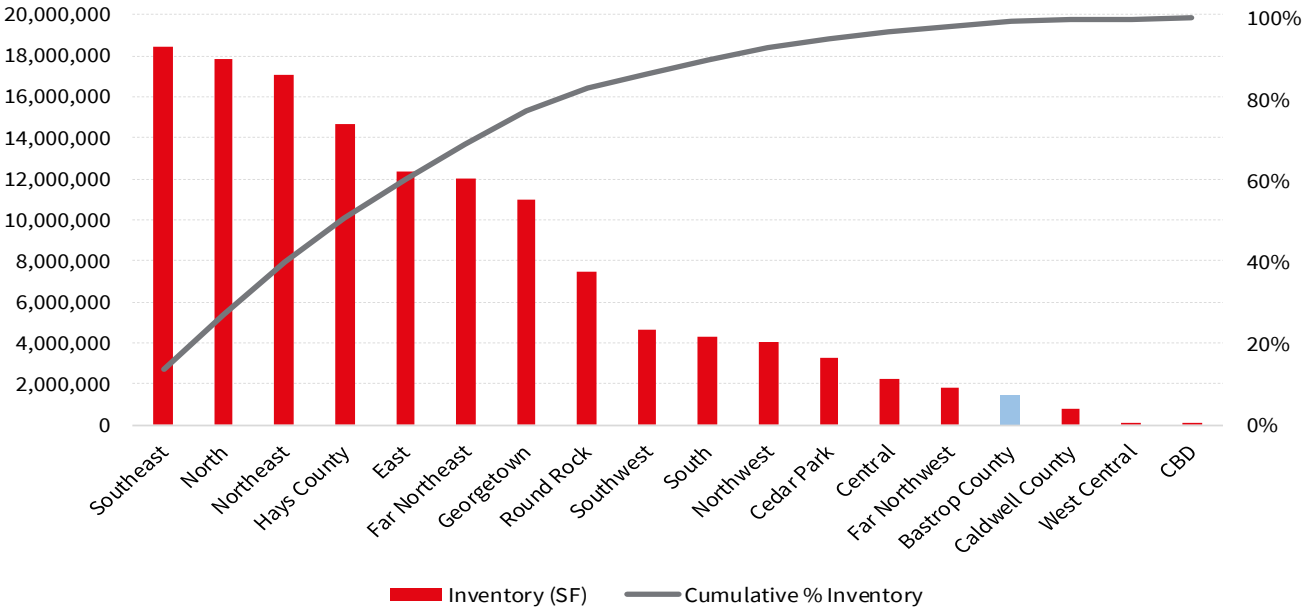
Austin Submarket Overview (All Classes of Space)

Submarket	Inventory (SF)	Asking Rent (\$/SF)	Vacancy (%)	Vacancy (SF)	Completions (SF)	Absorption (SF)	Inventory, Under Cons (SF)
Southeast	18,447,438	\$13.47	5.3%	979,732	814,159	322,658	1,800,363
North	17,785,963	\$13.87	3.5%	629,781	81,000	31,615	7,500
Northeast	17,052,597	\$14.39	3.2%	551,830	1,695,489	1,741,763	103,472
Hays County	14,695,192	\$11.78	4.8%	710,644	2,668,436	2,347,220	2,920,947
East	12,321,220	\$15.02	2.7%	328,102	4,970,434	4,868,595	146,427
Far Northeast	11,994,001	\$12.44	6.3%	757,932	1,265,216	655,907	1,755,681
Georgetown	11,007,415	\$11.19	11.1%	1,222,531	2,076,515	1,605,977	4,407,255
Round Rock	7,450,426	\$14.16	3.6%	267,374	471,770	312,099	3,449,142
Southwest	4,615,759	\$18.09	4.6%	211,137	190,000	174,593	10,000
South	4,287,421	\$16.30	2.1%	89,122	0	56,274	23,679
Northwest	4,054,512	\$16.30	2.6%	106,640	0	-41,297	0
Cedar Park	3,227,527	\$16.58	3.6%	114,743	79,439	70,714	127,927
Central	2,188,723	\$16.75	7.7%	167,923	0	16,115	0
Far Northwest	1,827,664	\$17.31	1.3%	23,851	235,872	224,132	50,620
Bastrop County	1,482,443	\$11.02	15.4%	228,496	0	-35,049	105,000
Caldwell County	805,758	\$11.02	1.1%	8,582	0	39,189	167,794
West Central	107,884	\$15.99	0.0%	0	0	3,321	0
CBD	97,864	\$23.66	0.0%	0	0	-7,626	0
Market Totals/Averages	133,449,807	\$14.96	4.8%	6,398,420	14,548,330	12,386,200	15,075,807

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- Over half of the total inventory in the Austin metro area is contained in just the top four of its 18 submarkets. The Bastrop County submarket is ranked fifteenth in inventory in the metro area. It contains 1,482,443 SF, which represents 1.1% of the unit inventory.
- The submarket's asking rent is \$11.02/SF, which is 26.4% less than the metro area average of \$14.96/SF.

Austin Submarket Overview (All Classes of Space)



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- The submarket's vacancy rate is 15.4%, which is greater than the average of 4.8% across the metro area.
- The submarket has vacancy averaging 228,496 SF, which is 3.6% of the metro area total 6,398,420 SF.
- There were no completions registered in the subject's submarket.
- The submarket has absorption averaging -35,049 SF, which is -0.3% of the metro area total 12,386,200 SF.
- The submarket has under construction inventory of 105,000 SF, which is 0.7% of the metro area total 15,075,807 SF.

When evaluated in comparison to the other submarkets in the area, Bastrop County receives the following ratings:

Bastrop County Submarket Attribute Ratings

Metric	Rating
Market Size/Stature	Average
Market Demand	Stable
Vacancy Trends	Increasing
Threat of New Supply	Average
Rental Trends	Increasing

Bastrop County Submarket Trends and Analysis

Supply and demand statistics, for all classes of space in the Bastrop County submarket are presented in the following table.

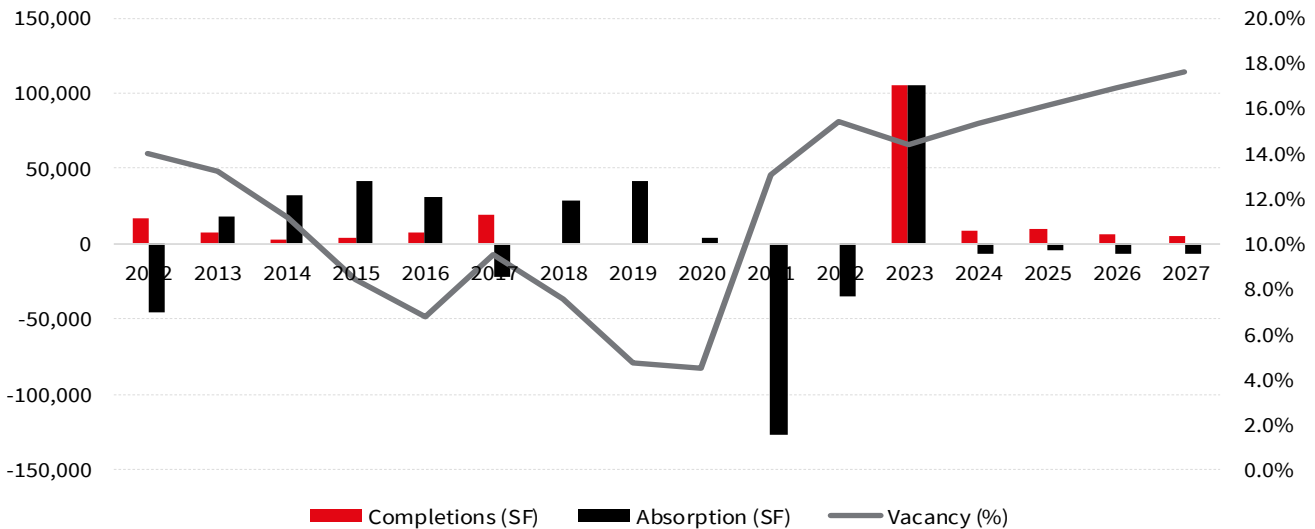
Austin: Bastrop County Submarket Trends (All Classes of Space)

Year	Inventory (SF)	Vacancy (SF)	Vacancy (%)	Completions (SF)	Absorption (SF)	Inventory, Under Cons (SF)	Asking Rent (\$/SF)
2012	1,443,772	202,530	14.0%	16,975	-45,565	7,400	\$5.76
2013	1,451,172	191,929	13.2%	7,400	18,000	0	\$6.21
2014	1,453,972	161,989	11.1%	2,800	32,740	4,000	\$6.52
2015	1,456,222	122,403	8.4%	4,000	41,836	7,000	\$6.99
2016	1,463,143	98,737	6.7%	7,000	30,587	12,300	\$7.45
2017	1,482,443	140,479	9.5%	19,300	-22,442	0	\$8.18
2018	1,482,443	112,267	7.6%	0	28,212	0	\$8.51
2019	1,482,443	70,293	4.7%	0	41,974	0	\$8.88
2020	1,482,443	65,877	4.4%	0	4,417	0	\$9.11
2021	1,482,443	193,447	13.0%	0	-127,571	85,000	\$9.91
2022	1,482,443	228,496	15.4%	0	-35,049	105,000	\$11.02
2023	1,587,162	228,397	14.4%	105,000	104,848	0	\$11.25
2024	1,595,823	244,038	15.3%	8,661	-6,842	0	\$11.30
2025	1,605,538	258,721	16.1%	9,715	-4,798	0	\$11.47
2026	1,611,837	271,853	16.9%	6,299	-6,638	0	\$11.68
2027	1,616,557	284,074	17.6%	4,720	-7,307	0	\$11.89
2012 - 2022 Avg.	1,469,358	144,404	9.8%	5,225	-2,987	20,064	\$8.05

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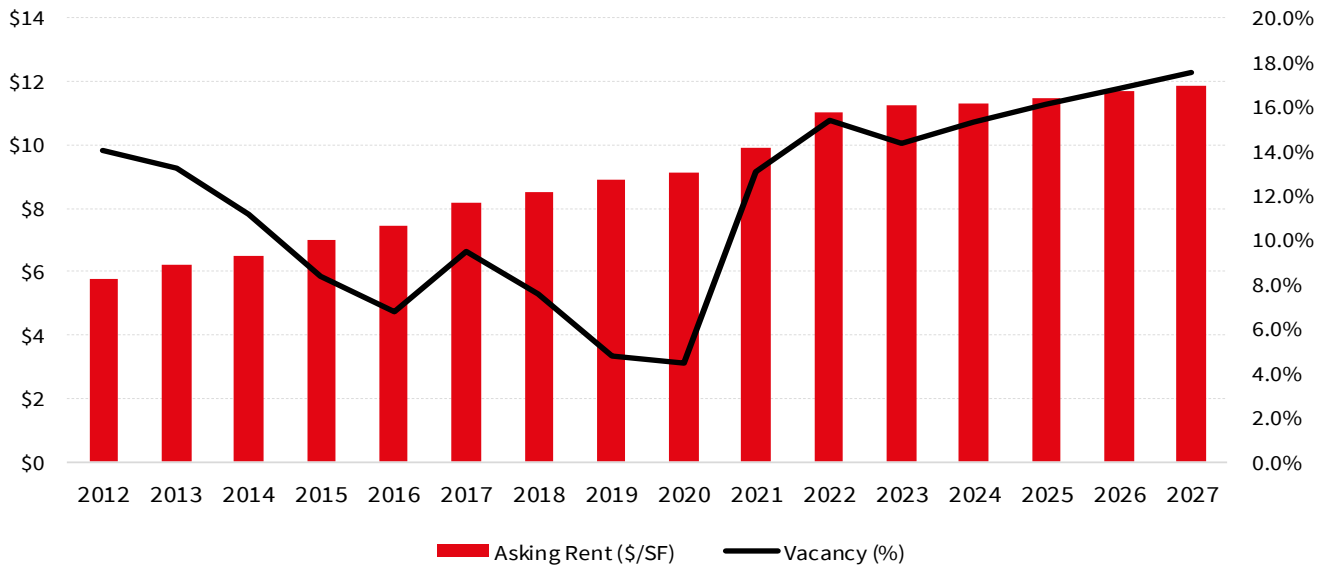
- There were no completions in the current period. On average 5,225 SF have been added to the market over the last eleven complete years and dropped 100.0%. During the same period, completions experienced a maximum of 19,300 SF in 2017.
- Looking forward, it is expected that in five years completions will show a decrease of 9.7% from the 11-year average of 5,225 SF, representing a change of 505 SF by year-end 2027.

Supply and Demand Trends



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Vacancy Rate vs. Asking Rent



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- Vacancy rates are presently 15.4%. Over the past eleven complete years, vacancy rates had an annual average of 9.8% and increased 139 bps. During the same period, vacancy rates reached a low of 4.4% in 2020 and experienced a maximum of 15.4% in 2022.
- Projecting five years into the future, vacancy rates will show a gain of 216 bps from the present amount of 15.4%.
- Currently, absorption is -35,049 SF. During the past eleven complete years, absorption averaged -2,987 SF annually and declined 23.1%. Over that same time frame, absorption reached a low of -127,571 SF in 2021 and attained a high of 41,974 SF in 2019.
- Five-year forecasts demonstrate that absorption will be -7,307 SF by the end of 2027, equivalent to an increase of 144.6% compared to the eleven-year average of -2,987 SF.

Austin Construction Activity

The ensuing table contains a snapshot of proposed, planned, and under construction activity for all industrial properties in the Austin metro area.

Austin Industrial New Construction Overview

	Under Construction		Planned	Proposed	
	Properties	Bldg. SF	Properties	Properties	Bldg. SF
Austin	1	20,000	0	2	149,000
Industrial	1	20,000	0	2	149,000

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- Of these, 1 is under construction and 2 are proposed.
- As a percentage of total new construction square footage, under construction properties account for 12% and proposed properties account for 88% of the volume in the market.

Austin Construction Activity

The following table shows potential new supply within a radius of 5 miles around the subject property.

Industrial New Construction, 5 Mi. Radius Around Subject

Name/Address	City/State	Submarket	Property Subtype	Mi. from Subj.	Building Area (SF)
Proposed: 1 Property					139,000
1278 Tx-71	Bastrop, TX	Bastrop County Ind	Industrial	3.9	139,000
Total Properties: 1			Total Building Area (SF)		139,000

Source: ©CoStar, Inc. 2023. Reprinted with the permission of CoStar, Inc. Compiled by JLL Valuation & Advisory Services, LLC.

- There is just a single property of potential new supply proposed within a 5-mile radius around the subject, which is given the Industrial classification, according to CoStar.

Industrial Market Summary and Conclusions

A summary of vacancy rates across various market segments analyzed is shown in the ensuing table:

Vacancy Rate Summary

Market Segment	Vacancy Rate
Austin Metro Area	4.8%
Bastrop County Submarket Area	15.4%

Based on influential overall market and submarket area trends, construction outlook, and the performance of competing properties, JLL expects the mix of property fundamentals and economic conditions in the Austin metro area to have a neutral impact on the subject property’s performance in the near-term.

Surrounding Area Analysis

Boundaries

The subject is located in the Bastrop County submarket, which is generally bound as follows:

North	N County Line Rd
South	Carter Rd
East	County Line
West	Webberwood Dr

Surrounding Demographics

A snapshot of the surrounding area demographics, including population, households, and income data, is displayed in the following table.

Surrounding Area Demographics

	1 mi. radius	3 mi. radius	5 mi. radius	Bastrop County	Austin MSA	Texas	United States
Population							
2010	1,497	8,772	15,453	74,171	1,716,289	25,145,561	308,745,538
2020	1,907	11,519	20,586	97,216	2,283,371	29,145,505	331,449,281
2022	2,034	12,985	23,125	104,003	2,446,554	30,157,100	335,707,897
2027	3,315	17,165	28,625	114,648	2,676,053	31,502,395	339,902,796
Compound Chg 2020 - 2022	3.28%	6.17%	5.99%	3.43%	3.51%	1.72%	0.64%
Compound Chg 2022 - 2027	10.26%	5.74%	4.36%	1.97%	1.81%	0.88%	0.25%
Density	648	459	295	117	580	115	95
Households							
2010	692	3,368	5,909	25,840	650,459	8,922,933	116,716,292
2020	868	4,407	7,863	33,267	880,668	10,491,147	126,817,580
2022	918	4,978	8,836	35,523	946,166	10,870,372	128,657,669
2027	1,421	6,486	10,808	39,032	1,038,516	11,377,128	130,651,872
Compound Chg 2020 - 2022	2.84%	6.28%	6.01%	3.34%	3.65%	1.79%	0.72%
Compound Chg 2022 - 2027	9.13%	5.43%	4.11%	1.90%	1.88%	0.92%	0.31%
Other Demographics							
Med. Household Income	\$75,312	\$63,590	\$63,149	\$64,816	\$89,278	\$70,834	\$72,414
Avg. Household Size	2.2	2.5	2.5	2.9	2.5	2.7	2.6
College Graduate %	42.5%	31.3%	28.2%	23.5%	48.0%	33.4%	35.1%
Median Age	43	42	42	40	35	35	39
Owner Occupied %	69%	71%	77%	79%	59%	63%	65%
Renter Occupied %	31%	29%	23%	21%	41%	37%	35%
Med. Home Value	\$252,653	\$243,903	\$246,679	\$243,387	\$348,997	\$238,757	\$283,272

Source: Esri 2023. Compiled by JLL Valuation & Advisory Services, LLC.

As illustrated above, the current population within a three-mile radius of the subject is 12,985, and the average household size is 2.5. Population in the area has risen relatively rapidly since the 2020 census, and this trend is expected to continue in the ensuing five years. The pace of population growth within a three-mile radius is projected to exceed that of the Austin MSA overall.

Median household income is \$63,590, which is considerably lower than the household income for the Austin MSA as a whole. The populace within a three-mile radius has a notably lower level of formal college education than residents in the Austin MSA, and median home values in the area are also substantially lower.

Demand Generators

Major employers in the area include Bastrop Independent School District, Hyatt Regency Lost Pines Resort & Spa and Bastrop County. The closest major commercial corridors to the subject are SH 71 and SH 21; providing average supporting retail and entertainment services. Development activity in the immediate area has been predominantly of commercial uses. In addition, development has been stagnant in the last three years. Finally, the subject has average area linkages providing access to Austin MSA job centers and surrounding commercial districts.

Access and Linkages

State Highway 71 East and US Route 290 East provide access to the subject from the greater Austin metro area. The subject has a below average access to public transportation. Additionally, the subject has a walk score of 28 indicating a below average walkability factor. The subject is most commonly accessed via car.

The nearest commercial airport is Austin-Bergstrom International Airport and is located within 28.6 miles of the subject property.

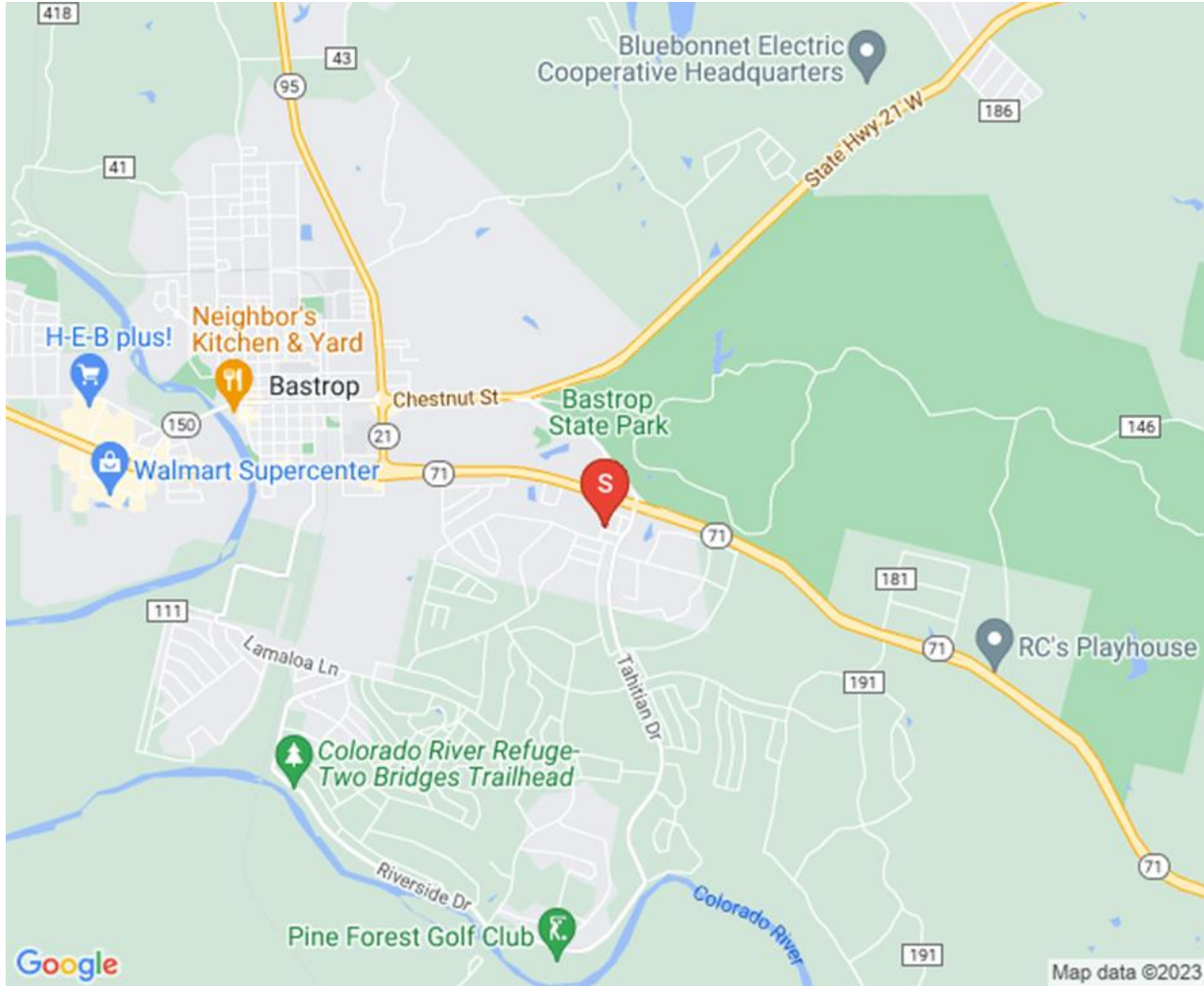
Safety and Support Services

The nearest police and fire stations are within the subject site, and 3.4 miles, respectively.

Outlook and Conclusion

The subject's area has experienced recent employment growth and construction activity has been stagnant contributing to our conclusion that the subject's area is in the stable stage of its life cycle.

Surrounding Area Map



Property Description

Site Description

Aerial Map



The subject property is outlined in blue in the aerial above.

Land Summary

Parcel ID	Gross Land Area (Acres)	Gross Land Area (Sq Ft)	Usable Land Area (Acres)	Usable Land Area (Sq Ft)	Topography	Shape
32805	0.65	28,358	0.65	28,358	Level	Rectangular
Totals	0.65	28,358	0.65	28,358		

Source: Survey

Land Description

Shape	Rectangular
Average Depth (Feet)	230
Average Width (Feet)	120
Corner Location	Yes
Primary Street Frontage	Corporate Drive
Traffic Volume	6,030
Access Rating	Average
Visibility Rating	Average
Functional Utility	Average
Topography	The subject has level topography at grade and no areas of wetlands.
Landscaping	The subject has average landscaping.
Drainage	No drainage problems were observed or disclosed to us during our inspection. This appraisal assumes that surface water collection is adequate.
Soil Conditions	The soil conditions observed at the subject appear to be typical of the region and adequate to support development.
Wetlands/Watershed	No wetlands were observed during our site inspection.
Flood Zone Designation	X
Flood Zone	The subject is outside the 500-year flood plain. The appraiser is not an expert in this matter and is reporting data from FEMA maps.
FEMA Map Number	48021C0360E
FEMA Map Date	1/19/2006
Utilities	All public utilities are available to the site including public water and sewer, gas, electric, and telephone.
Utilities Adequacy	The subject's utilities are typical and adequate for the market area.

Environmental Hazards

An environmental assessment was not provided for review. No environmental hazards were apparent from inspection and it is assumed the Subject is free and clear of any environmental hazards including, without limitation, hazardous waste, toxic substances and mold.

Zoning Summary

Zoning Jurisdiction	City of Bastrop
Zoning Code	P-5
Zoning Description	Core
Permitted Uses	A variety of uses such as commercial, light industrial, retail, offices, row houses, and apartments
Zoning Density/FAR	N/A
Actual Density of Use	0.18
Current Use Legally Conforming	The subject is a legal but non-conforming use. See comments.
Zoning Change Likely	A zoning change is unlikely.
Maximum Building Height	Principal: 5 max / 3 max Downtown; Accessory Dwelling Unit: 2 max
Maximum Site Coverage	0.80
Set Back Distance (Feet)	N/A
Side Yard Distance (Feet)	N/A
Rear Yard Distance (Feet)	N/A
Parking Requirement	Parking maximums based on the market demands per use determined by the DRC at the time of application
Other Land Use Regulations	After discussions with the City Developmental Services, the subject property has Facade Buildout at Build-to-Line and Build-to-Line nonconformities (SEC. 6.5.003 BUILDING STANDARDS PER PLACE TYPE). We are not aware of any other land use regulations that would affect the property.
Zoning Comments	P-5: Higher density mixture of Building Types that accommodate commercial, retail, offices, row houses, and apartments. It has a tight network of Streets, with wide sidewalks, steady Street Tree plantings, and buildings set close to the sidewalks. P5 is a highly walkable area. A continuous line of buildings is critical to define the Public Frontage and allow for visible activity along the Street edge.
Source	City of Bastrop B3 Code Ordinance No. 2019-51

According to the local planning department, there is a pending zoning change regarding streamlining the permitting process to bring a building into conformity with the relatively new form-based zoning code. The Nonconforming Structure change in the Zoning Code with the Planning and Zoning Commission date is set for May 25, 2023, and then First and Second readings at the City Council meeting 6/13/23 and 6/27/23 will follow before passage. It appears that the current use of the site is a legally nonconforming use. We are not aware of any other pending or prospective zoning changes.

We are not experts in the interpretation of zoning ordinances. An appropriately qualified land use attorney should be engaged if a determination of compliance is required.

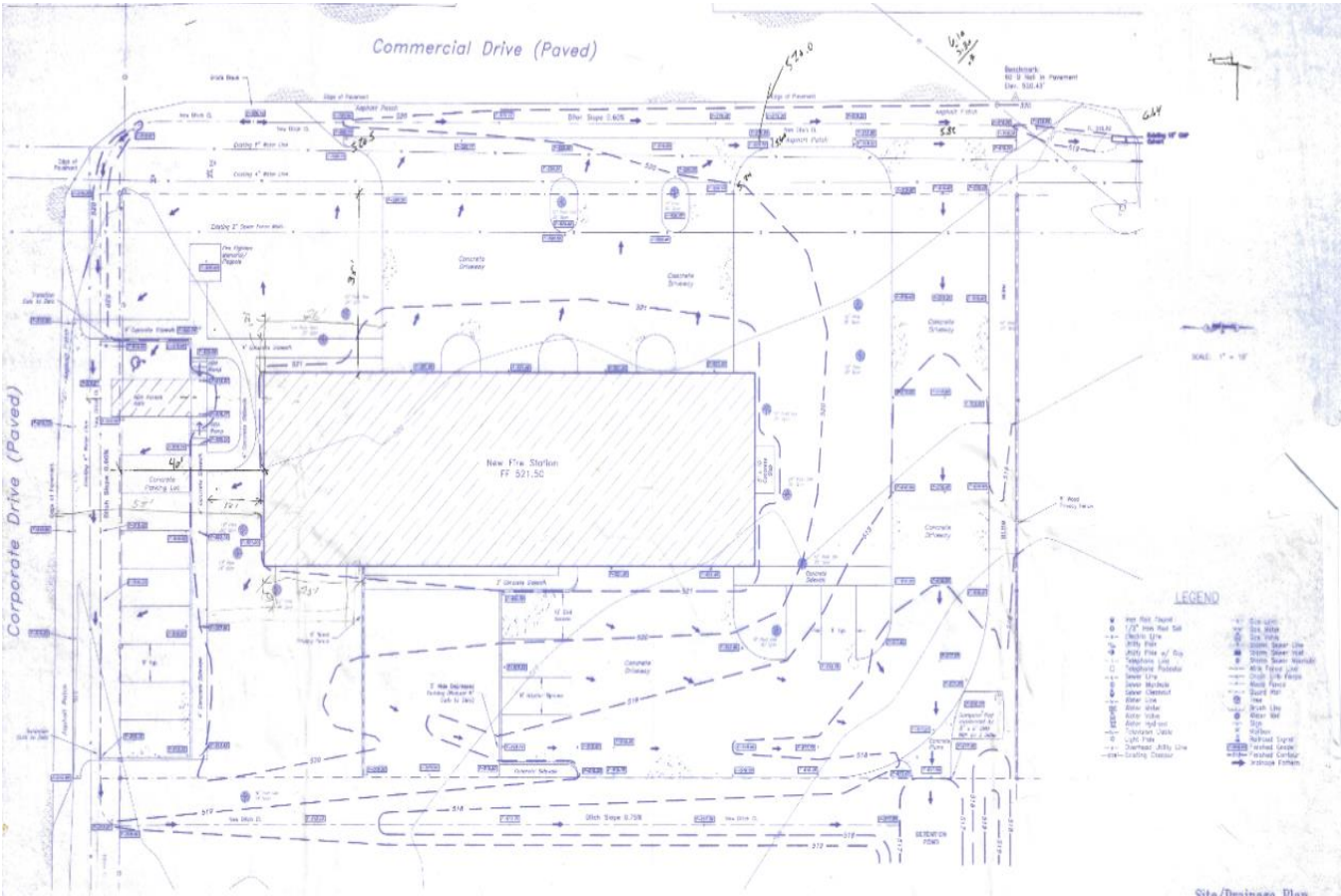
Encumbrance/Easements/Restrictions

We were not provided a current title report to review. We are not aware of any easements, encroachments, or restrictions that would adversely affect value. Our valuation assumes no adverse impacts from easements, encroachments, or restrictions, and further assumes that the subject has clear and marketable title.

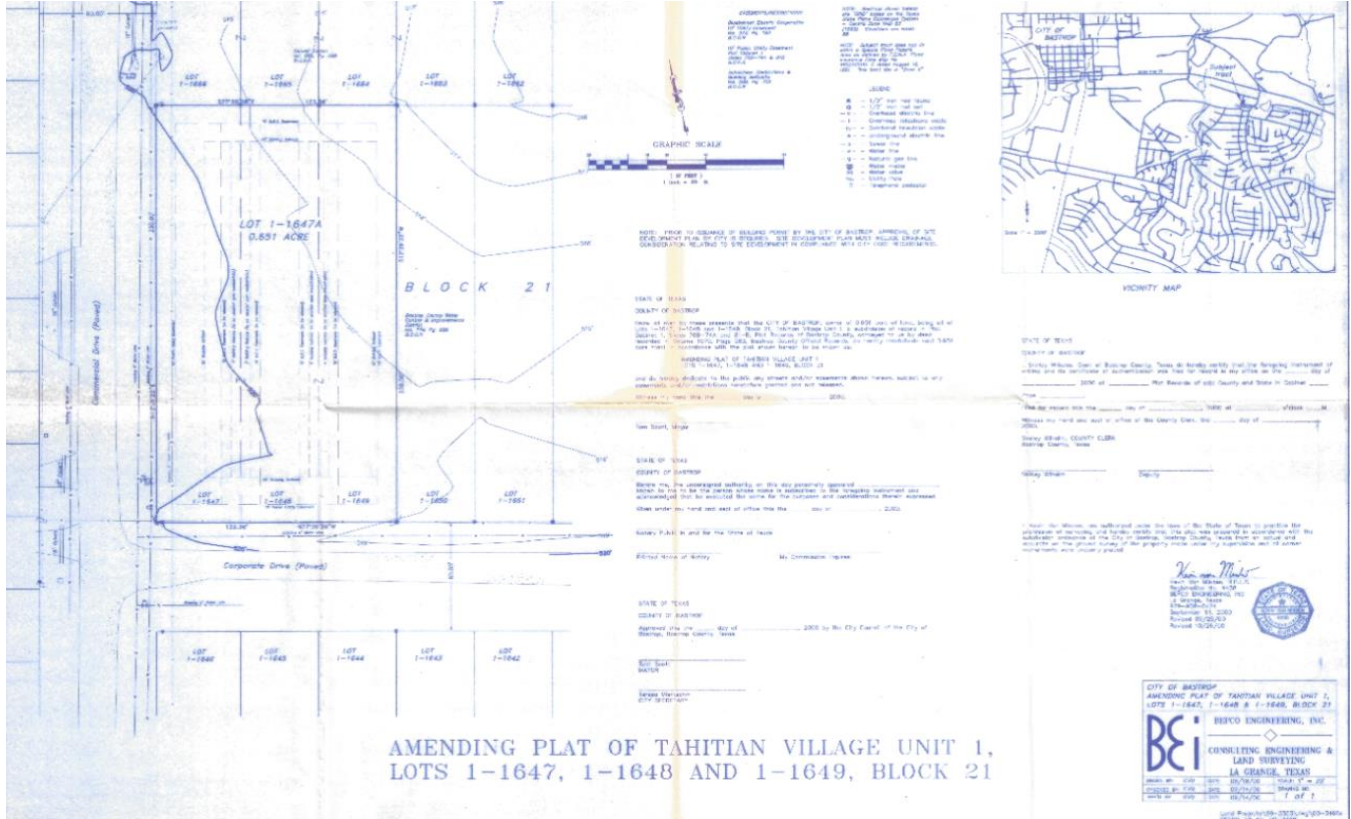
Overall Site Utility

Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses including those permitted by zoning.

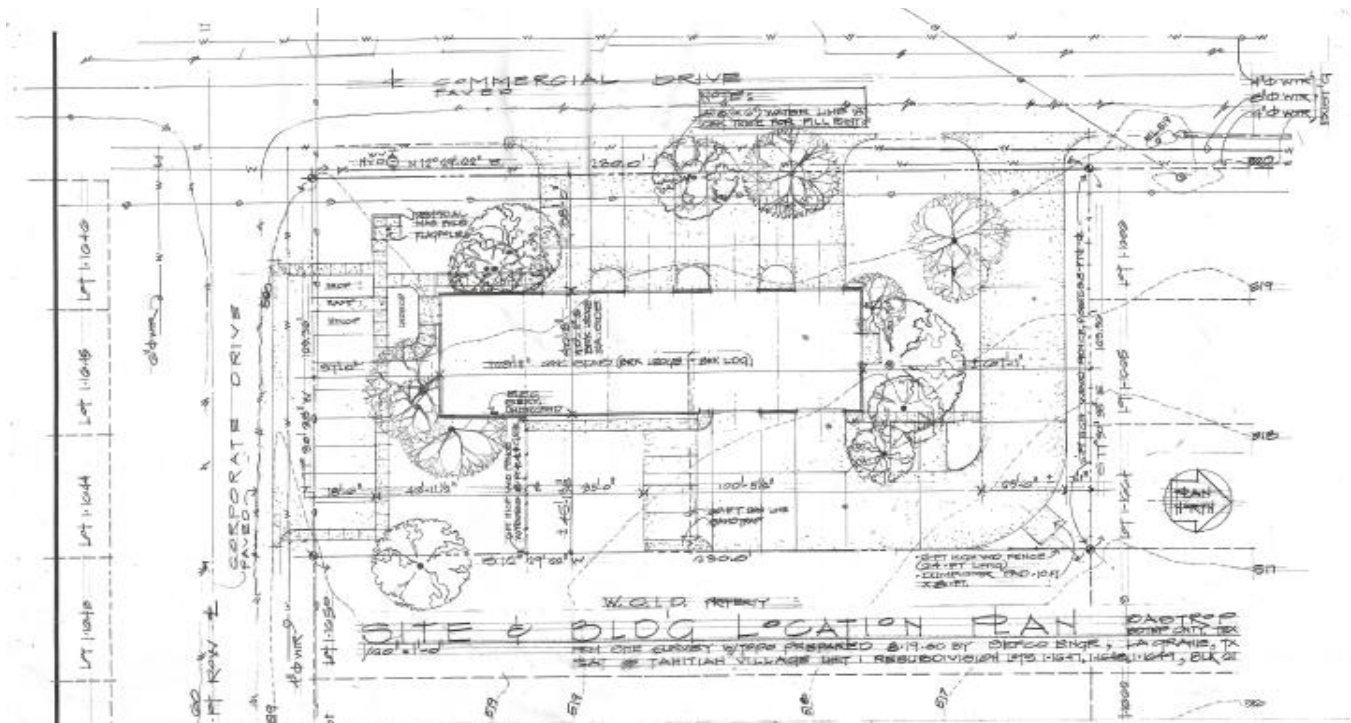
Survey



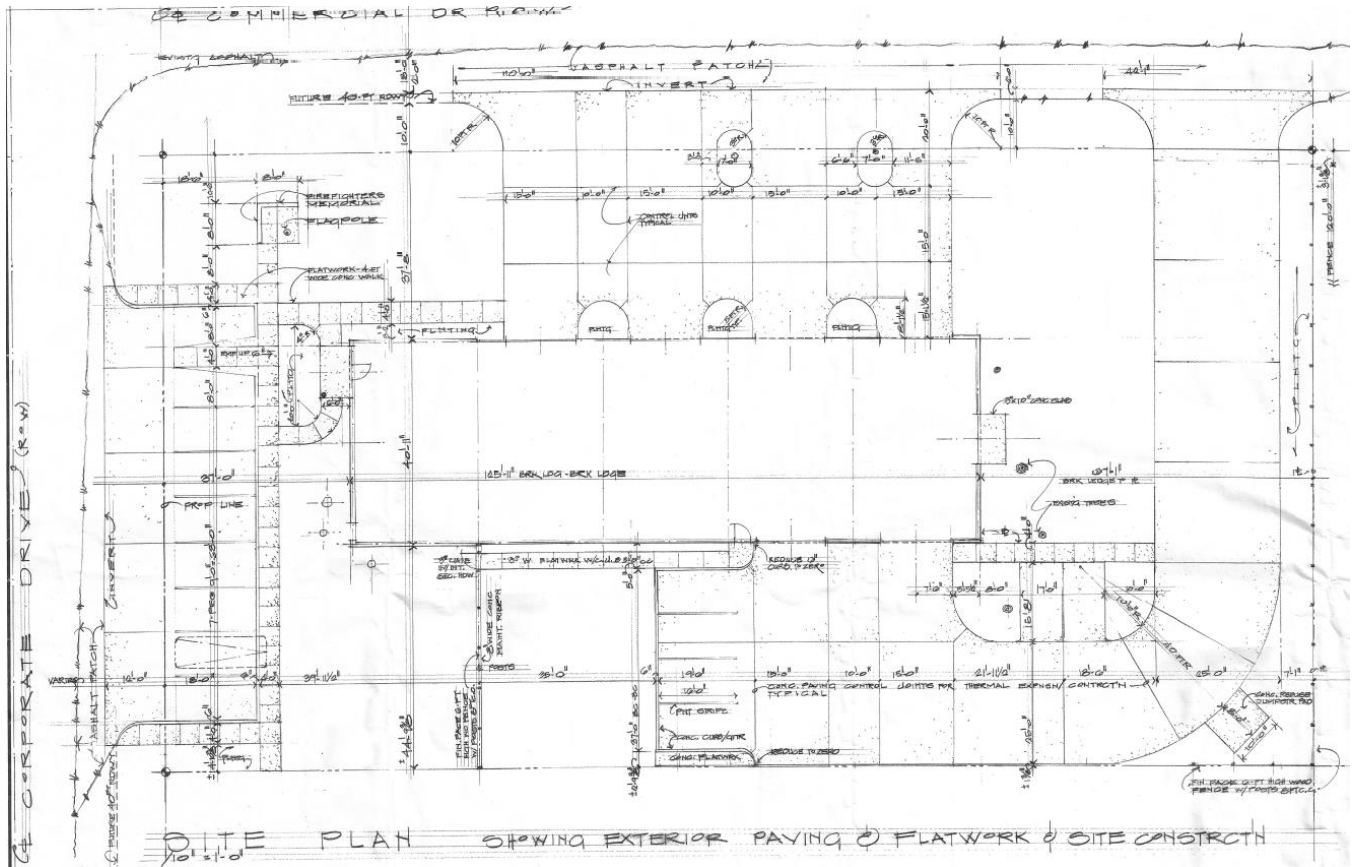
Survey (continued)



Site Plan



Site Plan (continued)



Improvements Description

The subject is an existing fire station containing 5,000 square feet of gross building area. The improvements were constructed in 2003, are in average condition, and are owner-occupied as of the effective appraisal date. The site area is 0.65 acres or 28,358 square feet.

Improvements Description

		Subject
General Description		
Building Name / Type	City of Bastrop Fire Station TX	
General Property Type	Special Purpose	
Property Type	Fire House	
Competitive Property Class	C	
Occupancy Type	Owner-Occupied	
Number of Buildings	1	
Stories	1 & mezzanine	
Year Built	2003	
Construction Class	Class S	
Construction Type	Metal w/parial stone veneer front & side facades	
Construction Quality	Average	
Condition	Average	
Building Areas and Ratios		
Gross Building Area (SF)	5,000	
Rentable Area (SF)	5,000	
Building Efficiency Ratio	100%	
Percent Office Space	20%	
Land Area (SF)	28,358	
Floor Area Ratio (GBA/Land SF)	0.18	
Floor Area Ratio (RA/Land SF)	0.18	
Building Area Source	Public Records	

Construction Description

Building Name / Type	Subject
Foundation, Frame, and Exterior	
Foundation	Poured concrete slab
Structural Frame	Metal Frame
Exterior	Metal with partial stone veneer on front and sides
Windows	Fixed Casement
Roof/Cover	Gable
Building Features	
Ceiling Height (Feet)	18-22
Interior Features	
Interior Layout	Average
Lobby/Common Area	Average
Floor Cover	Fire station (concrete); Office (polished concrete) Storage (wood subfloor)
Walls	Painted drywall
Ceilings	Acoustic ceiling panels
Lighting	A mix of fluorescent and incandescent lighting.
Restrooms	Men's and women's
Finish Out Condition	Average
Mechanical Systems	
Heating	Central (office only) replaced in 2022
Cooling	Central (office only) replaced in 2022
Electrical	Assumed adequate and up to code
Plumbing	Assumed adequate and up to code
Sprinklers	100% Wet
Security	Fenced

Parking

Building Name / Type	Subject
Total Parking Spaces	10
Surface Spaces	6
Covered Spaces	4
Parking Type	Surface
Source of Parking Count	Appraiser Measurement
Parking Spaces/1,000 SF GBA	2.0
Parking Spaces/1,000 SF RA	2.0
Parking Condition	Average
Parking Adequacy	Average

Effective Age and Economic Life

Building Name / Type	City of Bastrop Fire Station TX
Year Built	2003
Actual Age (Yrs.)	20
Estimated Effective Age (Yrs.)	16
Estimated Economic Life (Yrs.)	35
Remaining Economic Life (Yrs.)	19

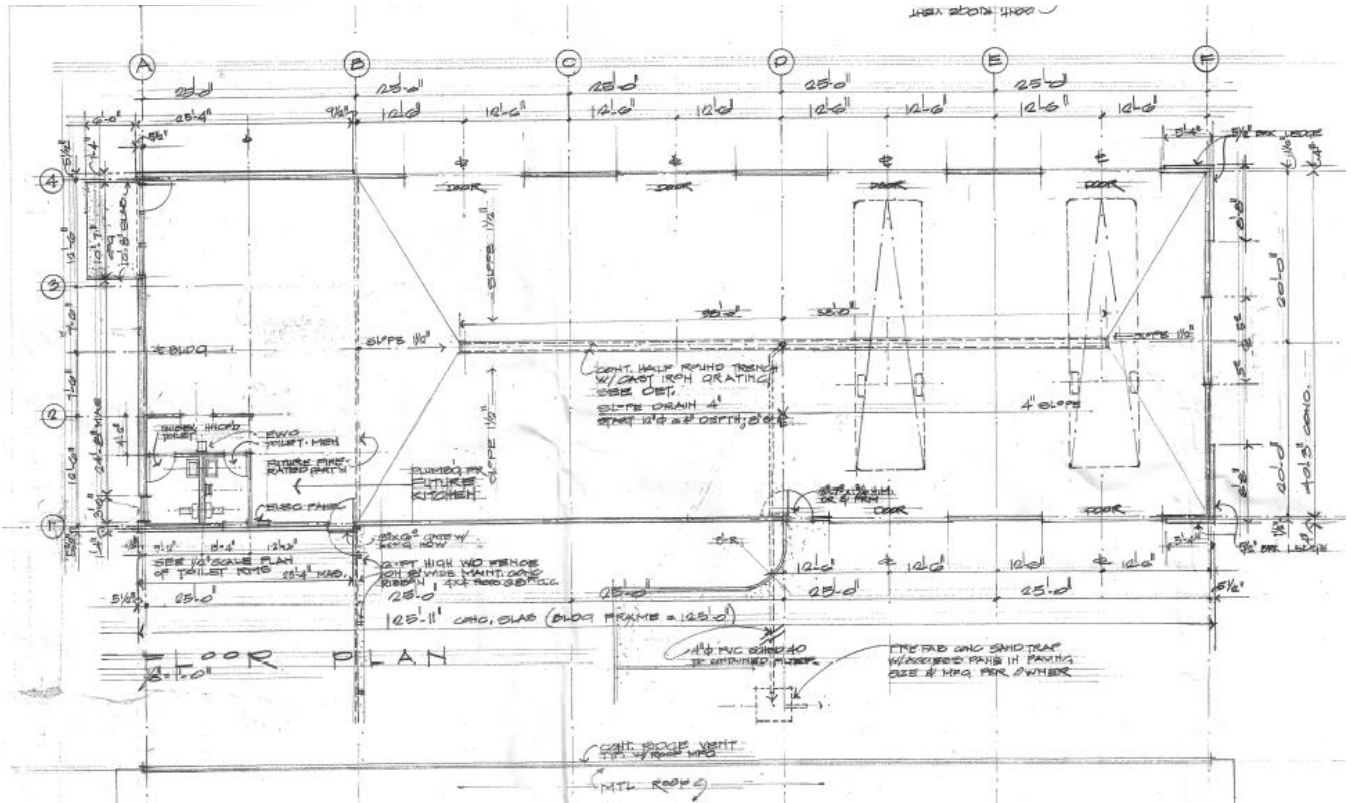
Improvements Analysis

Design & Functional Utility	Average
Appeal & Appearance	Consistent with competitive properties
Deferred Maintenance	We did not identify any major items of deferred maintenance during our inspection and ownership indicated there were none.
Capital Improvements	Based on discussions with management, there are no planned capital expenditures.
Personal Property	Our appraisal considers only the real property, personal property is not included.
Furniture, Fixtures & Equipment (FF&E)	None
Americans With Disabilities Act	Based on our inspection and information provided, we are not aware of any ADA issues. However, we are not expert in ADA matters, and further study by an appropriately qualified professional would be recommended to assess ADA compliance.
Hazardous Substances	An environmental assessment was not provided for review. We discovered no environmental hazards in our inspection and we assume the subject is free and clear of any environmental hazards including, without limitation, hazardous waste, toxic substances and mold.

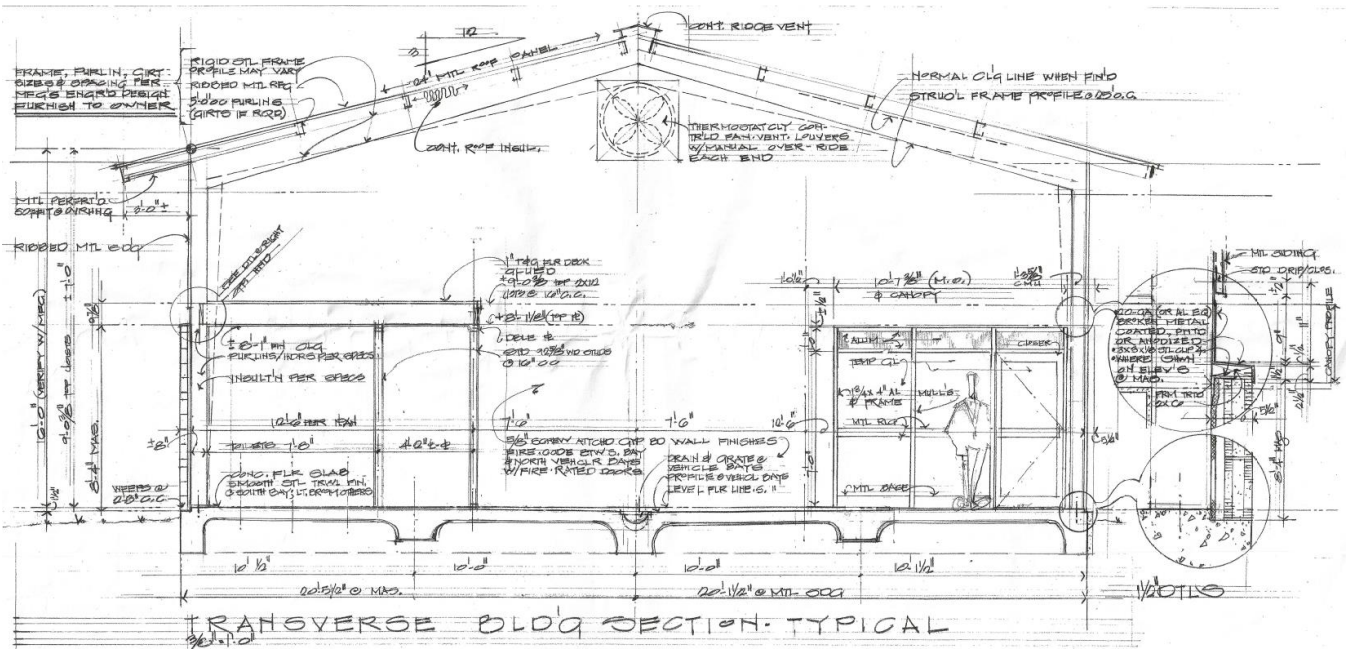
Improvements Conclusion

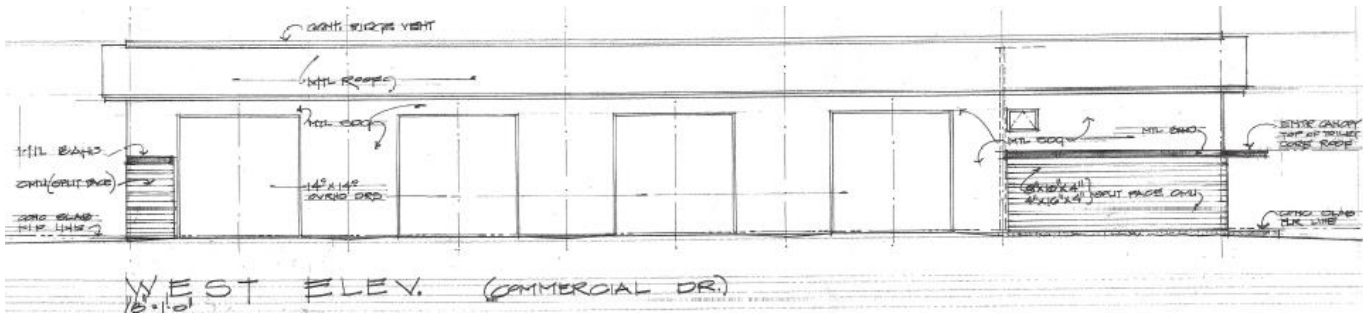
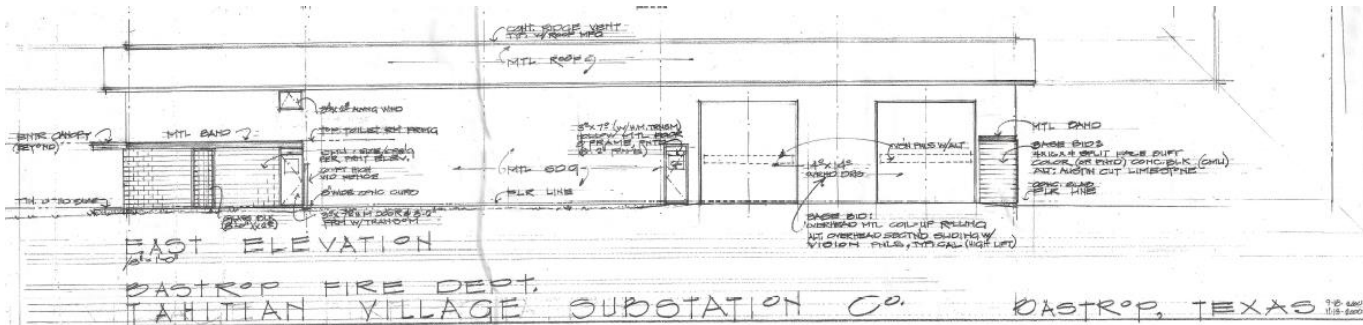
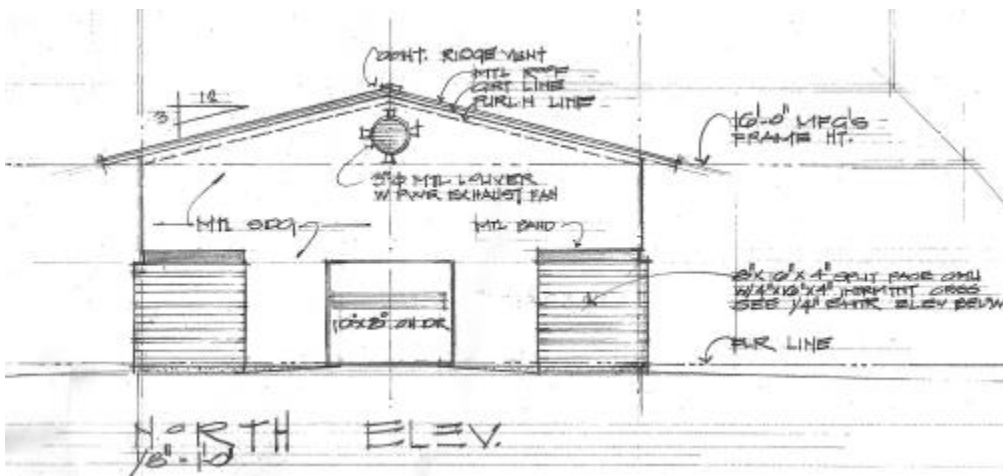
On balance, the condition, quality, and functional utility of the improvements are typical for their age and location.

Floor Plan



Elevations





Subject Photographs



Subject Property - Frontage
(Photo Taken on April 25, 2023)



Subject Property - Frontage
(Photo Taken on April 25, 2023)



Subject Property - Exterior
(Photo Taken on April 25, 2023)



Subject Property - Exterior
(Photo Taken on April 25, 2023)



Subject Property - Exterior
(Photo Taken on April 25, 2023)



Subject Property - Exterior
(Photo Taken on April 25, 2023)



Subject property - Interior
(Photo Taken on April 25, 2023)



Subject property - Interior
(Photo Taken on April 25, 2023)



Subject property - Interior (mezzanine)
(Photo Taken on April 25, 2023)



Subject property - Interior mezzanine office
(Photo Taken on April 25, 2023)



Subject property - Interior
(Photo Taken on April 25, 2023)



Subject property - Interior
(Photo Taken on April 25, 2023)

Assessment and Taxes

Real estate tax assessments are administered by the Bastrop County in which the subject is located and are estimated by jurisdiction on a county basis for the subject. Real estate taxes in this state and this jurisdiction represent ad valorem taxes, meaning a tax applied in proportion to value. The real estate taxes for an individual property may be determined by dividing the assessed value for a property by \$100, then multiplying the estimate by the composite rate. The composite rate is based on a consistent state tax rate throughout the state, in addition to one or more local taxing district rates.

Real Estate Taxes

Taxing Authority	Bastrop County
Assessment Year	2023

Real estate taxes and assessments for the current tax year are shown in the following table.

Real Estate Assessment and Taxes - 2023

Tax ID	Assessed Value			Taxes and Assessments		
	Land	Improvements	Total Assessment	Tax Rate	Ad Valorem Taxes	Total Taxes
32805	\$76,225	\$834,475	\$910,700	2.173000%	\$19,790	\$19,790
Totals	\$76,225	\$834,475	\$910,700	2.173000%	\$19,790	\$19,790

Depicted in the ensuing table is the subject property's tax history.

Tax History

Assessment Year	Total Assessment	Tax Rate	Ad Valorem Taxes	Total Taxes	Annual Change
2023	\$910,700	2.173000%	\$19,790	\$19,790	19.7%
2022	\$761,039	2.173000%	\$16,537	\$16,537	244.9%
2021	\$194,900	2.460300%	\$4,795	\$4,795	-5.6%
2020	\$206,377	2.460298%	\$5,077	\$5,077	-2.5%
2019	\$207,954	2.504900%	\$5,209	\$5,209	-12.4%
2018	\$230,033	2.584899%	\$5,946	\$5,946	7.1%
2017	\$213,925	2.594699%	\$5,551	\$5,551	

Highest and Best Use

Highest and best use may be defined as the reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.

- **Legally Permissible:** What uses are permitted by zoning and other legal restrictions?
- **Physically Possible:** To what use is the site physically adaptable?
- **Financially Feasible:** Which possible and permissible use will produce any net return to the owner of the site?
- **Maximally Productive:** Among the feasible uses which use will produce the highest net return, (i.e., the highest present worth)?

Highest and Best Use of the Site

Legally Permissible

The site is zoned P-5, Core. To our knowledge, there are no legal restrictions such as easements or deed restrictions that would effectively limit the use of the property. Given prevailing land use patterns in the area, only industrial or special purpose use is given further consideration in determining highest and best use of the site, as though vacant.

Physically Possible

The physical characteristics of the site do not appear to impose any unusual restrictions on development. Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses.

Financially Feasible

Based on our analysis of the market, there is currently adequate demand for industrial or special purpose use in the subject's area. It appears that a newly developed industrial or special purpose use on the site would have a value commensurate with its cost. Therefore, industrial or special purpose use is considered to be financially feasible.

Maximally Productive

There does not appear to be any reasonably probable use of the site that would generate a higher residual land value than industrial or special purpose use. Accordingly, it is our opinion that industrial or special purpose use, developed to the normal market density level permitted by zoning, is the maximally productive use of the property.

Conclusion

Development of the site for industrial or special purpose use is the only use that meets the four tests of highest and best use. Therefore, it is concluded to be the highest and best use of the property as if vacant.

Highest and Best Use as Improved

The subject site is developed with a fire station, which is consistent with the highest and best use of the site as if it were vacant.

Based on our analysis, there does not appear to be any alternative use that could reasonably be expected to provide a higher present value than the current use, and the value of the existing improved property exceeds the value of the site, as if vacant. For these reasons, continued special purpose use is concluded to be maximally productive and the highest and best use of the property as improved.

Most Probable Buyer

Taking into account the size and characteristics of the property and its owner occupancy, the likely buyer is an owner-user.

Valuation Methodology

Three basic approaches may be applicable and utilized, then reconciled to arrive at an estimate of market value. An approach to value is included or eliminated based on its applicability to the property type being valued and the information available. The reliability of each approach depends on the availability and comparability of market data as well as the motivation and thinking of purchasers. Applicable approaches and whether or not they were utilized are summarized below:

Cost Approach

The Cost Approach is based on the proposition that an informed purchaser would pay no more for the subject than the cost to produce a substitute property with equivalent utility. In the Cost Approach, the appraiser forms an opinion of the cost of all improvements, depreciation from physical, functional and external causes. The land value, entrepreneurial profit and depreciated improvement costs are then added, resulting in indication of value.

Sales Comparison Approach

The Sales Comparison Approach compares sales of similar properties with the subject property. Each comparable sale is adjusted for its inferior or superior characteristics. The values derived from the adjusted comparable sales form a range of value for the subject. A gross income multiplier and / or effective gross income multiplier may also be analyzed. By process of correlation and analysis, a final indicated value is derived.

Income Approach

In the Income Capitalization Approach the income-producing capacity of a property is estimated by using contract rents on existing leases and by estimating market rent from rental activity at competing properties for the vacant space. Deductions are then made for vacancy and collection loss and operating expenses. The resulting net operating income is divided by an overall capitalization rate to derive an opinion of value for the subject property. The capitalization rate represents the relationship between net operating income and value. This method is referred to as Direct Capitalization.

Related to the Direct Capitalization Method is the Yield Capitalization Method. In this method periodic cash flows (which consist of net operating income less capital costs) and a reversionary value are developed and discounted to a present value using a discount rate or an internal rate of return.

The Income Approach converts the anticipated flow of future benefits (income) to a present value estimate through a capitalization and or a discounting process.

Final Reconciliation

The appraisal process concludes with the Final Reconciliation of the values derived from the approaches applied for a single estimate of market value. Different properties require different means of analysis and lend themselves to one approach over the others.

Analyses Applied

Applicability and utilization of the approaches in this assignment is described as follows.

Approach	Description	Applicability	Utilization
Cost	A cost approach is most applicable in valuing new or proposed construction when the improvements represent the highest and best use of the land and the land value, cost new and depreciation are well supported.	Applicable	Utilized
Sales Comparison	A sales approach is most applicable when sufficient data on recent market transactions is available and there is an active market for the property type.	Applicable	Utilized
Income	An income approach is most applicable when the subject is an income producing property or has the ability to generate income in the future as an investment.	Not Applicable	Not Utilized

Land Valuation

The subject’s land value has been developed via the sales comparison approach.

The Sales Comparison Approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. This approach compares sales of similar properties with the subject property. Each comparable sale is adjusted for its inferior or superior characteristics. The values derived from the adjusted comparable sales form a range of value for the subject. By process of correlation and analysis, a final indicated value is derived.

I have researched comparables for this analysis, which are documented on the following pages followed by a location map and analysis grid. All sales have been researched through numerous sources and, when possible, verified by a party to the transaction.

Land Sales Summary

No.	Name; Address	Sale Date; Status;	Square Feet; Acres	Zoning	Utilities	Shape;	Topography	Sale Price; Effective Price	\$/SF; \$/Acre
		Prop. Rights			Flood Zone				
1	NWC SH 95 & Mesquite St. Land NWC SH 95 & Mesquite St. Bastrop, TX 78602	1/30/2023 Closed Sale Fee Simple	58,327 1.34	Core/P-5	Electric only; water available	Triangular X	Level	\$143,475 \$143,475	\$2.46 \$107,071

Sale Comments: This triangular-shaped corner tract sold January 30, 2023 for \$143,475. It was originally listed for \$150,000 on April 6, 2022 before going under contract on January 11, 2023. Site never developed on.

2	2010 Gordon St Land 2010 Gordon St. Bastrop, TX 78602	3/16/2022 Closed Sale Fee Simple	26,005 0.60	P-4	All to site	Irregular X	Level	\$199,000 \$199,000	\$7.65 \$331,667
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Sale Comments: This sale was originally listed for \$199,000 on June 28, 2021, was under contract on 12/18/21, and closed at listing price on 3/18/22. It is zoned P-4 Mix.

3	3999 Hwy 71 Land 3999 Hwy 71 Bastrop, TX 78602	2/10/2022 Closed Sale Fee Simple	50,050 1.15	P5 Core	All to site	Rectangular X	Level	\$185,000 \$185,000	\$3.70 \$160,870
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Sale Comments: This property was originally listed for \$249,000 in January 2020. The tract sold February 2022 for \$185,000 after the sale price was lowered to \$215,000 in December 2021. SH 71 Frontage and zoned Core P5 (high density). The site is within the Houston Toad Habitat...a habitat take permit needs to be acquired (without US Fish & Wildlife involvement) from Bastrop County for \$3,000 to disturb one acre of land.

S	City of Bastrop Fire Station TX 120 Corporate Drive Bastrop, TX 78602 Bastrop		28,358 0.65	P-5	All to site	Rectangular X	Level		
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*If applicable, prices per SF/unit and capitalization rates and/or income multipliers based on effective sale price.

Land Sale Comparable Photographs



Land Sale #1
NWC SH 95 & Mesquite St. Land

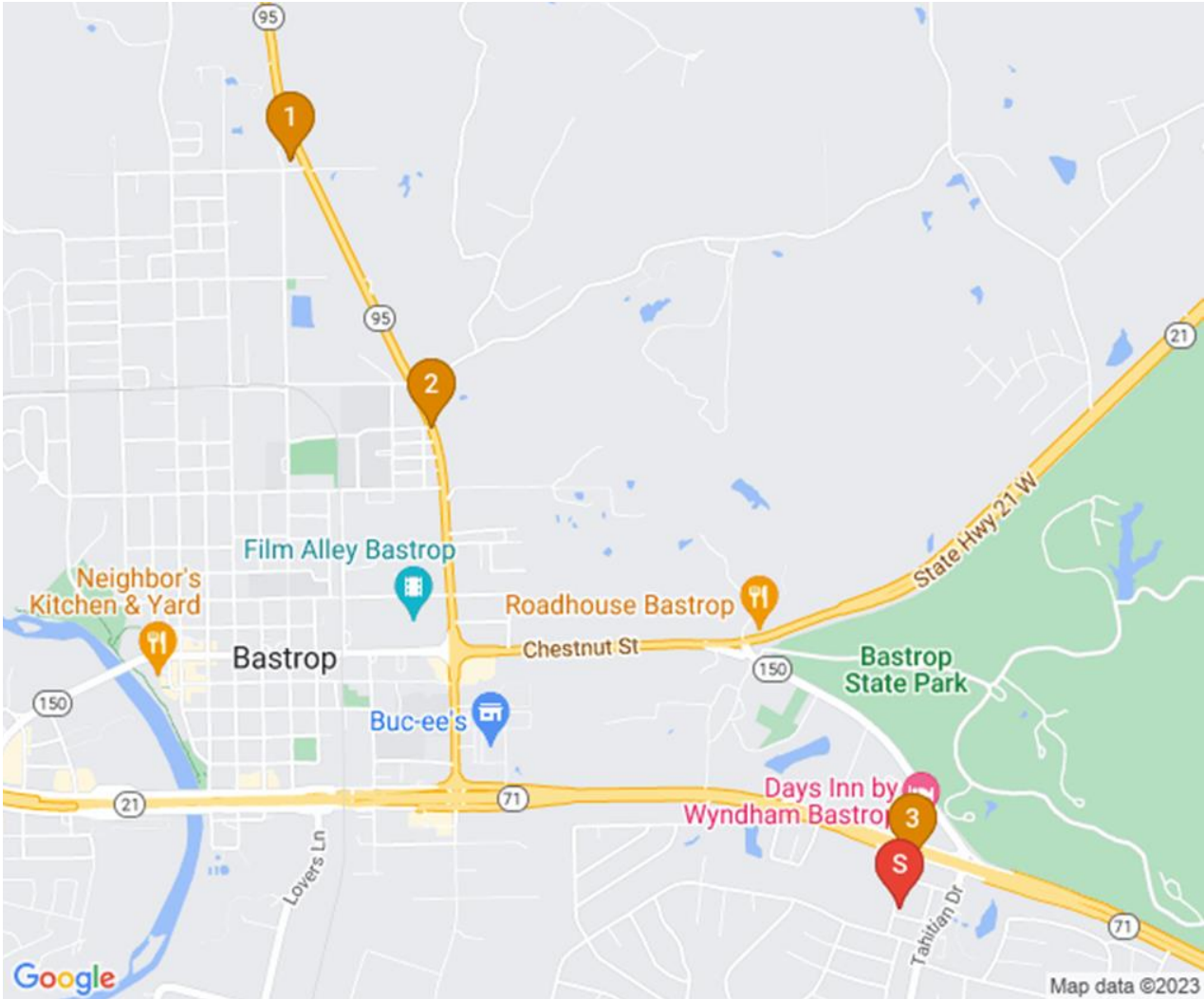


Land Sale #2
2010 Gordon St Land



Land Sale #3
3999 Hwy 71 Land

Land Sales Map



No.	Name	Location	Miles From Subject	SF	Price/SF
1	NWC SH 95 & Mesquite St. Land	Bastrop, TX	2.6	58,327	\$2.46
2	2010 Gordon St Land	Bastrop, TX	1.8	26,005	\$7.65
3	3999 Hwy 71 Land	Bastrop, TX	0.1	50,050	\$3.70
S	City of Bastrop Fire Station TX	Bastrop, TX		28,358	

Analysis and Adjustment of Sales

On the following page is a sales comparison grid displaying the subject property, the comparables and the adjustments applied.

Land Grid

	Subject	Comp 1	Comp 2	Comp 3
Name	City of Bastrop Fire Station TX	NWC SH 95 & Mesquite St. Land	2010 Gordon St Land	3999 Hwy 71 Land
Address	120 Corporate Drive	NWC SH 95 & Mesquite St.	2010 Gordon St.	3999 Hwy 71
City	Bastrop	Bastrop	Bastrop	Bastrop
County	Bastrop	Bastrop	Bastrop	Bastrop
State	TX	TX	TX	TX
Date	Apr-2023	Jan-2023	Mar-2022	Feb-2022
Price		\$143,475	\$199,000	\$185,000
Acres	0.65	1.34	0.60	1.15
Land SF	28,358	58,327	26,005	50,050
Land SF Unit Price		\$2.46	\$7.65	\$3.70
Flood Zone	X	X	X	X
Zoning	P-5	Core/P-5	P-4	P5 Core
Shape	Rectangular	Triangular	Irregular	Rectangular
Topography	Level	Level	Level	Level
Utilities	All to site.	Electric only; water available	All to site	All to site
Transaction Adjustments				
Property Rights	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing		Cash to seller	Cash to seller	Cash to seller
Conditions of Sale		Normal	Normal	Normal
Market Trends Through	Apr-23	-	-	-
Adjusted Land SF Unit Price		\$2.46	\$7.65	\$3.70
Location		-	-	-
Access/Exposure		-10%	-10%	-10%
Size		10%	-	10%
Shape/Topography		20%	-	-
Zoning		-	-	-
Flood Zone		-	-	-
Utilities		10%	-	-
Adjusted Land SF Unit Price		\$3.20	\$6.89	\$3.70
Net Adjustments		30%	-10%	-
Gross Adjustments		50%	10%	20%
Summary Indicators				
		Range	Average	Median
Comparables - Unadjusted		\$2.46 - \$7.65	\$4.60	\$3.70
Comparables - Adjusted		\$3.20 - \$6.89	\$4.59	\$3.70
Reconciled Unit Value:			\$4.50	

Comparable Land Sale Adjustments

Property Rights

No adjustments for real property rights were required.

Financing

No adjustments for financing terms were required.

Conditions of Sale

No adjustments for conditions of sale were required.

Expenditures After Sale

No adjustments for expenditures after sale were required.

Economic Trends

The land sales took place from February 2022 to January 2023. Market conditions generally have been stable over this period through the effective date of value. As a result, we apply no adjustments for market trends.

Location

No adjustments for location were required.

Access/Exposure

All three comparables have been adjusted downward due to their superior access/exposure along a highway when compared to the subject property. Sales 1 and 2 are also corner properties along a highway. Sale 3 is located along SH 71 with large traffic volumes. The subject is located on a neighborhood corner.

Size

Comparables 1 and 3 have been adjusted upward due to their larger size when compared to the subject property. Comparable 2 has not been adjusted.

Shape

Comparable 1 has been adjusted upward due to its triangular shape when compared to the subject property. Comparables 2 and 3 have not been adjusted.

Zoning

No adjustments for zoning were required.

Flood Zone

No adjustments for flood zone status were required.

Utilities

Comparable 1 has been adjusted upward due to its lack of sewer utilities when compared to the subject property. Comparables 2 and 3 have not been adjusted.

Bastrop Sale Listings	Size (AC)	Listing Price	Price/SF	Broker Comments
1904 Jasper St.	0.426	\$160,000.00	\$8.62	Listed since late Jan., but no activity
4501 Highway 71 E	0.78	\$225,000.00	\$6.62	Listed in April, but no activity and broker feels it is overpriced
1200 College St.	1.005	\$270,000.00	\$6.17	Listed in March 2023, with activity, but no offers. Feel the listing price is market value.
Chestnut St.	1.028	\$299,000.00	\$6.68	Listed in January, undergoing zoning change in 3 weeks, lots of activity and broker feels price is adequate. Price won't increase after rezoned.
2600 E. Highway 71	1.13	\$325,000.00	\$6.60	Listed in March 2023.
TBD 304 Highway 71	1.342	\$395,000.00	\$6.76	Listed May 2022, decreased price March 2023.
1804 Chestnut St.	1.367	\$449,000.00	\$7.54	Listed in March 2023, with activity, but no offers. Feel the listing price is market value.
00 FM 304	1.7	\$400,000.00	\$5.40	Listed about a year, but no recent activity
Average			\$6.80	

There have been few land sales in the City of Bastrop in the last 18 months; therefore, I researched some listings which ranged in size from 0.78 acres to 1.7 acres, with listing prices ranging from \$5.40 psf to \$8.62 psf, and averaging \$6.80 psf. The only listings with recent activity were the College St. and Chestnut St. properties.

Land Valuation Conclusion

All of the value indications have been considered, and in the final analysis, all comparables were equally weighted. Comparable 1 represents the most recent sale; and Comparable 3 had the least amount of net adjustments. Comparable 2 had the least amount of gross adjustments.

Land Value Reconciliation

Premise	Value
As Is	April 25, 2023
Indicated Value per Land SF	\$4.50
Subject Land SF	28,358
Indicated Value	\$127,609
Rounded Value	\$130,000

Cost Approach

The Cost Approach is based on the principle of substitution - that a prudent and rational person would pay no more for a property than the cost to construct a similar and competitive property, assuming no undue delay in the process. The Cost Approach tends to set the upper limit of value before depreciation is considered. The applied process is as follows:

1. Estimate the land value according to its Highest and Best Use.
2. Estimate the replacement cost of the building and site improvements.
3. Estimate the physical, functional and/or external depreciation accrued to the improvements.
4. Sum the depreciated value of the improvements with the value of the land for an indication of value.

Replacement Cost

Replacement cost is the current cost to construct improvements with equivalent utility to the subject, using modern materials and current standards, design, and layout. Estimates of replacement cost for the purpose of developing a market value opinion include three components: direct costs, indirect costs (also known as soft costs) and entrepreneurial profit.

Direct Costs

In order to estimate the direct replacement cost, we will utilize Marshall & Swift.

Marshall Valuation Service (MVS), a nationally recognized source for cost data, is utilized to estimate direct costs for the subject, which includes expenditures for labor, materials, supervision, contractors' profit and overhead, architects' plans and specifications, sales taxes and insurance. MVS' *Square Foot Commercial Methodology* determines the property's base costs, which are then adjusted, if applicable, for differences in heating/cooling costs, and the presence of sprinklers and elevators. The adjusted base costs are then further adjusted, if applicable, to account for building height, interior wall height, building perimeter, current costs, location variations, and prospective value multipliers. Beyond the base building costs, specialty components or site improvements are provided by the segregated cost sections of the MVS *Commercial Cost Explorer*. In addition to direct costs, MVS includes certain indirect costs such as architectural and engineering fees, and interest on building loan funds during construction. Our direct cost estimate using MVS is shown below.

Unit Costs

Name	MVS Sec./Page or Source	MVS Building Type	Construction Class	MVS Quality	Base Cost	Adjusted Base Cost
Building Improvements						
City of Bastrop Fire Station TX	15/29	Fire Station	Class S	Average	\$129.00	\$129.00
City of Bastrop Fire Station TX	52/6	Kitchen Unit	N/A	Average	\$4,340.00	\$4,340.00
Site Improvements						
Pavement	66/3		N/A	Average	\$30,922.50	\$30,922.50

Source: MVS

Direct Cost Estimate

Name	Adjusted Base Cost	Current Multiplier	Local Multiplier	Adjusted Base Cost	Unit Cost Estimate	Quantity	Units	Direct Cost Estimate
Building Improvements								
City of Bastrop Fire Station TX	\$129.00	1.090	0.860	\$120.92	\$120.92	5,000	SF	\$604,623
City of Bastrop Fire Station TX	\$4,340.00	1.270	0.860	\$4,740.15	\$4,740.15	1	EA	\$4,740
Subtotal- Building Improvements								\$609,363
Site Improvements								
Pavement	\$30,922.50	1.060	0.860	\$28,188.95	\$28,188.95	1	EA	\$28,189
Subtotal- Site Improvements								\$28,189
Total								\$637,552

MVS Direct Cost Summary

Type	Cost Estimate
Building Improvements	\$609,363
Site Improvements	\$28,189
Total MVS Direct Costs	\$637,552
Total MVS Direct Costs per SF	\$127.51

Indirect Costs

MVS does not include all of the indirect costs (soft costs) that are appropriate in a replacement cost estimate. Therefore, we add an allowance for the following indirect costs that are not contained within our direct cost estimate: taxes and carrying costs on land during construction; legal and accounting fees; and marketing and finance costs prior to stabilization.

Entrepreneurial Profit

The final component of the replacement cost estimate is entrepreneurial profit, the financial reward that a developer would expect to receive in addition to recovering all direct and indirect costs. This is the expected compensation that would be necessary to motivate a developer to undertake the project.

Replacement Cost New

The following tables show our replacement cost estimates for the subject building improvements and site improvements.

Replacement Cost New Estimate

Name	Direct Cost Estimate	Indirect Costs (%)	Indirect Costs (\$)	Replacement Cost + Indirect Cost	Entrepreneurial Incentive (%)	Entrepreneurial Incentive (\$)	Replacement Cost Estimate
Building Improvements							
City of Bastrop Fire Station TX	\$604,623	10.00%	\$60,462	\$665,085	10.00%	\$66,509	\$731,594
City of Bastrop Fire Station TX	\$4,740	10.00%	\$474	\$5,214	10.00%	\$521	\$5,736
Subtotal- Building Improvements							
	\$609,363	10.00%	\$60,936	\$670,299	10.00%	\$67,030	\$737,329
Site Improvements							
Pavement	\$28,189	10.00%	\$2,819	\$31,008	10.00%	\$3,101	\$34,109
Subtotal- Site Improvements							
	\$28,189	10.00%	\$2,819	\$31,008	10.00%	\$3,101	\$34,109
Total							
	\$637,552	10.00%	\$63,755	\$701,307	10.00%	\$70,131	\$771,438

Depreciation Analysis

Depreciation may be defined as any loss of value from any cause. It is the difference between the market value of a structural improvement or piece of equipment and its reproduction or replacement cost as of the date of valuation. There are three general areas of depreciation: physical deterioration, functional obsolescence and external obsolescence. Depreciation may be curable or incurable, the test being that money spent to cure the depreciation be gained in value. If the depreciation costs more to fix than will be gained in value, then the depreciation is considered incurable.

Physical Deterioration

This results from deterioration from aging and use. This type of depreciation may be curable or incurable. No items of deferred maintenance are identified; thus, no deductions for this form of depreciation are necessary.

After deducting deferred maintenance, if any, we use the age-life method to estimate depreciation applicable to the remaining replacement costs. This method indicates the loss in value due to physical deterioration and some functional obsolescence based on the age and condition of the improvements. The age-life method is applied by using the MVS depreciation tables for commercial properties. Age-life depreciation for the site improvements is estimated separately from the building improvements, based on their shorter economic lives.

Functional Obsolescence

This results from a lack of utility or desirability due to design or market perception of the improvements. This type of depreciation may be curable or incurable. Functional obsolescence is a loss in value due to changes in market tastes and standards. In the case of the subject, it is not necessary to make a deduction for additional functional obsolescence over and above that accounted for in the age-life method.

External Obsolescence

This is due to circumstances outside the property itself, such as industry, demographic and economic conditions or an undesirable proximate use. This type of depreciation is rarely curable. A deduction for external obsolescence is not considered necessary for the subject.

Final Estimate of Depreciation

Our estimate of depreciation and calculation of depreciated replacement cost is shown in the following table.

Depreciation Estimate

Name	Replacement Cost Estimate	Effective Age	Economic Life	Age-Life Depreciation (%)	Age-Life Depreciation (\$)	Subtotal	Total Depreciation (%)	Total Depreciation (\$)	Depreciated Replacement Cost	Depreciated Unit Cost
Building Improvements										
City of Bastrop Fire Station TX	\$731,594	16	35	45.7%	\$334,443	\$397,151	45.7%	\$334,443	\$397,151	\$79.43
City of Bastrop Fire Station TX	\$5,736	10	20	50.0%	\$2,868	\$2,868	50.0%	\$2,868	\$2,868	\$2,867.79
Subtotal- Building Improvements	\$737,329			45.7%	\$337,311	\$400,019	45.7%	\$337,311	\$400,019	
Site Improvements										
Pavement	\$34,109	5	13	38.5%	\$13,119	\$20,990	38.5%	\$13,119	\$20,990	\$20,989.93
Subtotal- Site Improvements	\$34,109			38.5%	\$13,119	\$20,990	38.5%	\$13,119	\$20,990	
Total	\$771,438			45.4%	\$350,429	\$421,009	45.4%	\$350,429	\$421,009	

MVS Depreciated Replacement Cost Estimate

Type	MVS Replacement Cost New	Total Depreciation	Total Depreciation %	MVS Depreciated Replacement Cost
Building Improvements	\$737,329	\$337,311	45.7%	\$400,019
Site Improvements	\$34,109	\$13,119	38.5%	\$20,990
Total Cost	\$771,438	\$350,429	45.4%	\$421,009
Total Cost per SF	\$154.29	\$70.09		\$84.20

Cost Approach Conclusion

By combining our land value conclusion with the depreciated replacement cost of the subject, we arrive at a value indication by the cost approach as shown in the following table.

Cost Approach Valuation

As Is	Projection 1
Concluded Land Value	\$130,000
Depreciated Cost of Improvements	\$421,009
Indicated As Is Value	\$551,009
Rounded As Is Value	\$550,000

Sales Comparison Approach

The Sales Comparison Approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution and externalities. The following steps describe the applied process of the Sales Comparison Approach.

1. The market in which the subject property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed.
2. The most pertinent data is further analyzed and the quality of the transaction is determined.
3. The most meaningful unit of value for the subject property is determined.
4. Each comparable sale is analyzed and where appropriate, adjusted to equate with the subject property.
5. The value indication of each comparable sale is analyzed and the data reconciled for a final indication of value via the Sales Comparison Approach.

We have researched comparables for this analysis, which are documented on the following pages, followed by a location map and analysis grid. All sales have been researched through numerous sources and, when possible, verified by a party to the transaction.

Improved Sales Summary - Special Purpose

No.	Name; Address	Sale Date; Status; Prop. Rights	Year Blt.; Year Reno.	Rentable Area; GBA	Sale Price; Effective Price	\$/RA; \$/GBA
1	9503 Capitol View Dr. 9503 Capitol View Dr. Austin, TX 78747	12/5/2022 Closed Sale Fee Simple	2022	5,772 5,772	\$1,550,000 \$1,550,000	\$268.54 \$268.54

Sale Comments: This is the sale of a 5,772 SF warehouse 70x75 has 4 bays, is insulated, and was built in 2022 with no finished space. The land was purchased 5/7/21 for \$545,000. Clear height is 25 FT sloping down to 21 FT. There was also a 5-office/5-bathroom office trailer purchased in 2017 with a kitchen breakroom and washer dryer which conveyed with property. According to the listing broker, the office trailer was purchased for \$65,000 new. The appraiser allocated \$50,000 towards the office trailer and adjusted the sale price to \$1,550,000. Property is located within ETJ. Electric and Water and Septic are onsite. The property was originally listed for \$1,895,000 on 10/4/22, and closed at \$1,600,000 on 12/5/22.

2	13806 Old Highway 20 13806 Old Highway 20 Manor, TX 78653	5/6/2022 Closed Sale Fee Simple	1996	11,856 11,856	\$1,400,000 \$1,400,000	\$118.08 \$118.08
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Sale Comments: The property consists of approximately 11,856 square feet of warehouse space among three buildings. Two dock-high doors, four grade-level doors, and clear heights between 16’ and 18. The property only has driveway frontage on Old Highway 20. No finished space. The property has proximate access to U.S. 290 East and is approximately five miles East of Texas State Highway 130. Tesla’s newly constructed Giga Factory and the Austin-Bergstrom International Airport are respectively 12 and 17 miles away from the property.

3	12959 Wright Rd. Warehouse 12959 Wright Rd. Creedmoor, TX 78610	1/13/2022 Closed Sale Fee Simple	2021	20,000 20,000	\$2,700,000 \$2,700,000	\$135.00 \$135.00
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Sale Comments: This is the sale of a 20,000 SF metal warehouse built in 2021 on an existing business park with similar warehouse buildings along SH 45 near SH 130. Water, electric, and septic are onsite. There is 1,900 SF finished office space. The building features 3-phase power, 1 dock and 1 grade level door, 22 ft walls with pitched roof, multiple skylights and windows, paved parking, and an exterior awning. This property was originally listed for \$2.6M on 11/9/21, and sold for \$2.7M on 1/14/22.

4	2710 Highway 21 E 2710 Highway 21 E Bastrop, TX 78602	6/9/2021 Closed Sale Fee Simple	1991	7,200 7,200	\$725,000 \$725,000	\$100.69 \$100.69
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Sale Comments: Storage building located behind main building has no electricity. Broker felt sale price was at market value at time of sale; however, shortly after sale, prices rose and then stabilized back as of August 2021.

S	City of Bastrop Fire Station TX 120 Corporate Drive Bastrop, TX 78602 Bastrop		2003	5,000 5,000 Bastrop		
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*If applicable, prices per SF/unit and capitalization rates and/or income multipliers based on effective sale price.

Improved Sale Comparable Photographs



Improved Sale #1
9503 Capitol View Dr.



Improved Sale #2
13806 Old Highway 20

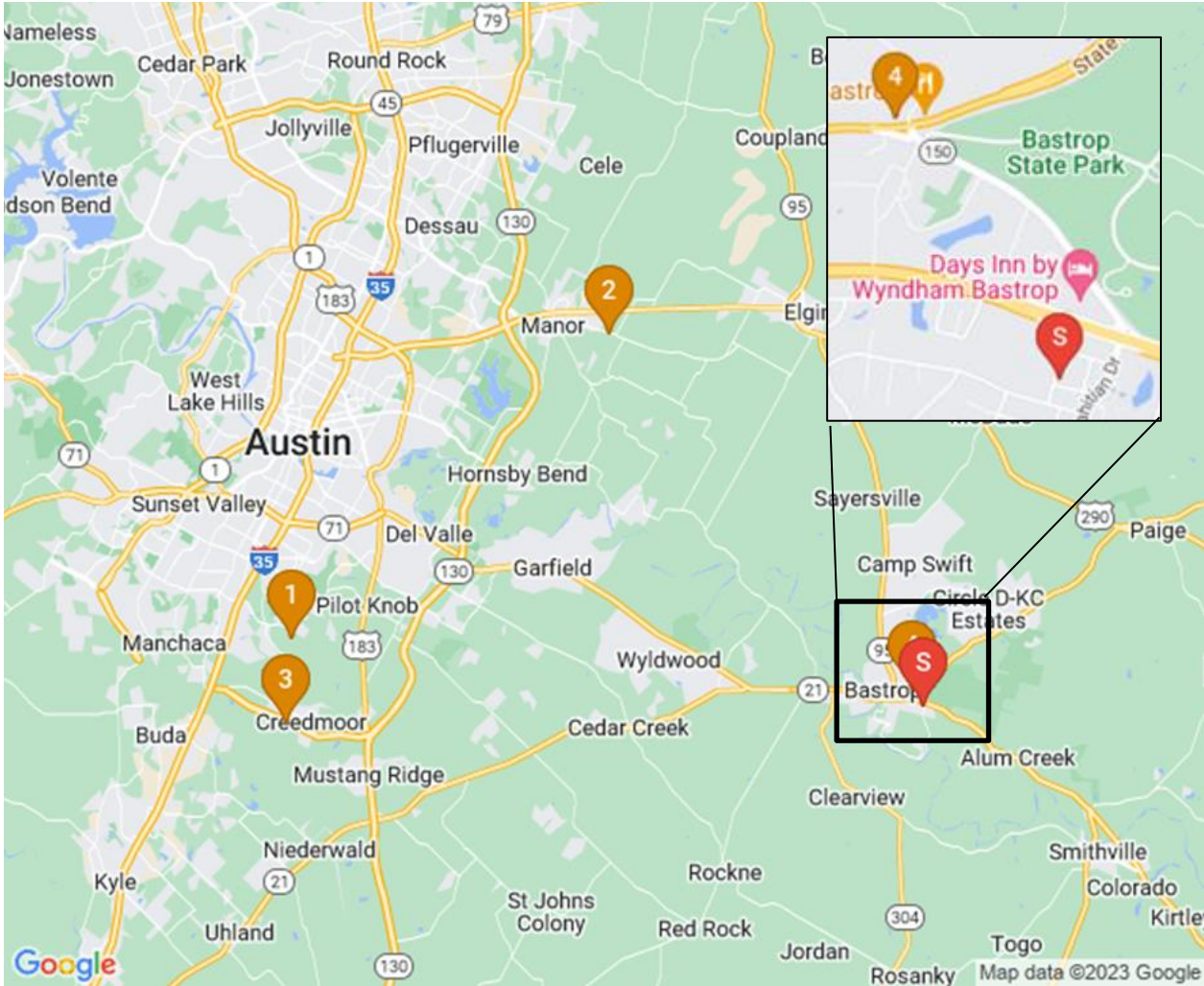


Improved Sale #3
12959 Wright Rd. Warehouse



Improved Sale #4
2710 Highway 21 E

Improved Sales Map



No.	Name	Location	Miles From Subject	Rentable Area	Price/Rentable Area
1	9503 Capitol View Dr.	Austin, TX	27.7	5,772	\$268.54
2	13806 Old Highway 20	Manor, TX	21.2	11,856	\$118.08
3	12959 Wright Rd. Warehouse	Creedmoor, TX	27.8	20,000	\$135.00
4	2710 Highway 21 E	Bastrop, TX	0.9	7,200	\$100.69
S	City of Bastrop Fire Station TX	Bastrop, TX		5,000	

Analysis and Adjustment of Sales

On the following page is a sales comparison grid displaying the subject property, the comparables and the adjustments applied.

Sales Grid

	Subject	Comp 1	Comp 2	Comp 3	Comp 4
Name	City of Bastrop Fire Station TX	9503 Capitol View Dr.	13806 Old Highway 20	12959 Wright Rd. Warehouse	2710 Highway 21 E
Address	120 Corporate Drive	9503 Capitol View Dr.	13806 Old Highway 20	12959 Wright Rd.	2710 Highway 21 E
City	Bastrop	Austin	Manor	Creedmoor	Bastrop
County	Bastrop	Travis	Travis	Travis	Bastrop
State	TX	TX	TX	TX	TX
Date	Apr-2023	Dec-2022	May-2022	Jan-2022	Jun-2021
Price		\$1,550,000	\$1,400,000	\$2,700,000	\$725,000
Rentable Area	5,000	5,772	11,856	20,000	7,200
Rentable Area Unit Price		\$268.54	\$118.08	\$135.00	\$100.69
Year Built	2003	2022	1996	2021	1991
Land To Building Ratio	5.7	16.0	25.9	5.1	6.1
Clear Height	18-22	25	17	22	18
Percent Office	20.00%	0.00%	0.00%	10.00%	13.89%
Transaction Adjustments					
Property Rights	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing		Cash to seller	Cash to seller	Cash to seller	Cash to seller
Conditions of Sale		Normal	Normal	Normal	Normal
Market Trends Through	Apr-23 -	-5%	-5%	-10%	-10%
Adjusted Rentable Area Unit Price		\$255.11	\$112.18	\$121.50	\$90.63
Location		-10%	-	-5%	-
Access/Exposure		-	-	-	-
Size		-	5%	15%	-
Age/Condition		-15%	5%	-15%	5%
Economic Characteristics		-	-	-	-
Land to Building Ratio		-10%	-15%	-	-
Clear Height		-	-	-	-
Percent Office		5%	5%	-	-
Accessory Structures		-	-5%	-	-5%
Adjusted Rentable Area Unit Price		\$178.58	\$106.57	\$115.43	\$90.63
Net Adjustments		-34%	-10%	-15%	-10%
Gross Adjustments		45%	40%	45%	20%
Summary Indicators					
	Range	Average	Median		
Comparables - Unadjusted	\$100.69 - \$268.54	\$155.58	\$126.54		
Comparables - Adjusted	\$90.63 - \$178.58	\$122.80	\$111.00		
Reconciled Unit Value		\$110.00			

Comparable Sale Adjustments

Property Rights

No adjustments for real property rights were required.

Financing

No adjustments for financing terms were required.

Conditions of Sale

No adjustments for conditions of sale were required.

Expenditures After Sale

No adjustments for expenditures after sale were required.

Economic Trends

The sales took place from June 2021 to December 2022. The rising interest rate environment experienced over the past 12 months has increased the cost of capital for buyers and put downward pressure on values. We have made downward adjustments for market conditions of 10% for those transactions that occurred prior to April 2022, given that all of the sales were either purchased or negotiated in a different interest rate climate. For those sales that occurred between April 2022 and December 2022, we adjusted downward at a rate of 5%.

Location

Comparables 1 and 3 have been adjusted downward due to their superior location when compared to the subject property. Comparable 1 is located in South Austin, and Comparable 3 is located within a business park on SH 45. Comparables 2 and 4 have not been adjusted.

Access/Exposure

No adjustments for access/exposure were required.

Size

Comparables 2 and 3 have been adjusted upward due to their larger size when compared to the subject property. Comparables 1 and 4 have not been adjusted.

Age/Condition

Comparables 1 and 3 have been adjusted downward due to their superior age/condition when compared to the subject property. Comparables 2 and 4 have been adjusted upward due to their inferior age/condition when compared to the subject property.

Economic Characteristics

No adjustments for economic characteristics were required.

Land to Building Ratio

Comparables 1 and 2 have been adjusted downward due to their higher land to building ratio when compared to the subject property. Comparables 3 and 4 have not been adjusted.

Clear Height

No adjustments for clear height were required.

Percent Office

Comparables 1 and 2 have been adjusted upward due to their no finished space when compared to the subject property. Comparables 3 and 4 have not been adjusted.

Accessory Structures

Comparables 2 and 4 have multiple buildings on site and are adjusted downward. Comparables 1 and 3 have not been adjusted.

Sales Comparison Approach Conclusion

All of the value indications have been considered, and in the final analysis, Comparables 2, 3, and 4 have been given most weight in arriving at my final reconciled value, as depicted below. These comparables had the fewest net adjustments.

Sales Approach Valuation

Premise	Value
As Is	April 25, 2023
Indicated Value per Rentable Area	\$110
Subject Rentable Area	5,000
Indicated As Is Value	\$550,000
Rounded As Is Value	\$550,000

Final Reconciliation

The process of reconciliation involves the analysis of each approach to value. The quality of data applied, the significance of each approach as it relates to market behavior and defensibility of each approach are considered and weighed. Finally, each is considered separately and comparatively with each other.

Based on the preceding valuation analysis and subject to the definitions, assumptions, and limiting conditions expressed in the report, our value opinion follows:

Value Indications

Summary of Value Indications

	Market Value As Is
Cost Approach	\$550,000
Sales Comparison Approach	\$550,000
Income Capitalization Approach	Not Utilized
Reconciled	\$550,000

Cost Approach

The cost approach is most reliable for newer properties that have no significant amount of accrued depreciation.

Due to the age of the subject improvements, estimates of depreciation are subjective, limiting the reliability of this approach. Additionally, the cost approach is not typically used by market participants, except for new properties. Further, there is a limited market for sites similar to the subject, which would limit the reliability of a land value estimate. Accordingly, the cost approach is not relied upon in this analysis. It does, however, provide general support for the indications developed in the other approaches.

Sales Comparison Approach

The sales comparison approach is most reliable in an active market when an adequate quantity and quality of comparable sales data are available. In addition, it is typically the most relevant method for owner-user properties, because it directly considers the prices of alternative properties with similar utility for which potential buyers would be competing.

There is a reasonably active market for comparable properties, and this approach most closely reflects buyer behavior. Accordingly, the sales comparison approach is given greatest weight in the value conclusion.

Income Approach

The income capitalization approach is usually given greatest weight when evaluating investment properties. The value indication from the income capitalization approach is supported by market data regarding income, expenses and required rates of return.

An owner-user is the most likely purchaser of the appraised property, and the income capitalization approach does not represent the primary analysis undertaken by the typical owner-user. Accordingly, this approach is given secondary weight in arriving at a value conclusion.

Value Conclusion

Based on the data and analyses developed in this appraisal, I have reconciled to the following value conclusion(s), subject to the Limiting Conditions and Assumptions of this appraisal.

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value As Is	Fee Simple	April 25, 2023	\$550,000

Exposure Time

Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Exposure time is always presumed to precede the effective date of the appraisal. Based on our review of recent sales transactions for similar properties and our analysis of supply and demand in the local Special Purpose market, it is our opinion that the probable exposure time for the subject at the concluded market value stated previously is 6-9 months.

Marketing Time

Marketing time is an estimate of the amount of time it might take to sell a property at the concluded market value immediately following the effective date of value. *Given the market uncertainty and volatility, marketing times are currently difficult to predict.* It is our opinion that a reasonable marketing period for the subject is likely to be the same as the exposure time. Accordingly, we estimate the subject’s marketing period at 6-9 months.

Our estimate is supported by the following national investor survey data.

Investor Survey 2023 Q1 Industrial Marketing Time

Property Type	Marketing Time	
US		
Warehouse	Range	1.0 – 9.0
	Average	3.7

Source: PwC Real Estate Investor Survey. MSAs with various data points have been averaged.

Limiting Conditions and Assumptions

1. All reports and work product we deliver to you (collectively called “report”) represent an opinion of value, based on historical information and forecasts of market conditions. Actual results may vary from those forecast in the report. There is no guaranty or warranty that the opinion of value reflects the actual value of the property.
2. The conclusions stated in our report apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events. Assessed values may change significantly and unexpectedly over short periods. We are not liable for any conclusions in the report that may be different if there are subsequent changes in value. We are not liable for loss relating to reliance upon our report more than three months after its date.
3. There may be differences between projected and actual results because events and circumstances frequently do not occur as predicted, and those differences may be material. We are not liable for any loss arising from these differences.
4. We are not obligated to predict future political, economic or social trends. We assume no responsibility for economic factors that may affect or alter the opinions in the report if the economic factors were not present as of the date of the letter of transmittal accompanying the report.
5. The report reflects an appraisal of the property free of any liens or encumbrances unless otherwise stated.
6. We assume responsible ownership and competent property management.
7. The appraisal process requires information from a wide variety of sources. We have assumed that all information furnished by others is correct and complete, up to date and can be relied upon, but no warranty is given for its accuracy. We do not accept responsibility for erroneous information provided by others. We assume that no information that has a material effect on our appraisal has been withheld.
8. We assume the following, unless informed to the contrary in writing: Each property has a good and marketable title. All documentation is satisfactorily drawn and that there are no encumbrances, restrictions, easements or other adverse title conditions, which would have a material effect on the value of the interest under consideration. There is no material litigation pending involving the property. All information provided by the Client, or its agents, is correct, up to date and can be relied upon. We are not responsible for considerations requiring expertise in other fields, including but not limited to: legal descriptions, interpretation of legal documents and other legal matters, geologic considerations such as soils and seismic stability, engineering, or environmental and toxic contaminants. We recommend that you engage suitable consultants to advise you on these matters.
9. We assume that all engineering studies are correct. The plot plans and illustrative material in the report are included only to help the reader visualize the property.

10. We assume that there are no hidden or unapparent conditions of the property, subsoil or structures that render it more or less valuable. We are not responsible for such conditions or for obtaining the engineering studies that may be required to discover them.
11. We assume that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the report. We have not made or requested any environmental impact studies in conjunction with the report. We reserve the right to revise or rescind any opinion of value that is based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the report assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
12. Unless otherwise stated in the report, you should assume that we did not observe any hazardous materials on the property. We have no knowledge of the existence of such materials on or in the property; however, we are not qualified to detect such substances, and we are not providing environmental services. The presence of substances such as asbestos, urea-formaldehyde foam insulation and other potentially hazardous materials may affect the value of the property. Our report assumes that there is no such material on or in the property that would cause a loss in value. We do not assume responsibility for such conditions or for any expertise or engineering knowledge required to discover them. We encourage you to retain an expert in this field, if desired. We are not responsible for any such environmental conditions that exist or for any engineering or testing that might be required to discover whether such conditions exist. We are not experts in the field of environmental conditions, and the report is not an environmental assessment of the property.
13. We may have reviewed available flood maps and may have noted in the report whether the property is generally located within or out of an identified Special Flood Hazard Area. However, we are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property. Any opinion of value we include in our report assumes that floodplain and/or wetlands interpretations are accurate.
14. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether it is in compliance with the ADA. We claim no expertise in ADA issues, and render no opinion regarding compliance of the property with ADA regulations.
15. We assume that the property conforms to all applicable zoning and use regulations and restrictions unless we have identified, described and considered a non-conformity in the report.
16. We assume that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in the report is based.
17. We assume that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

18. We have not made any investigation of the financial standing of actual or prospective tenants unless specifically noted in the report. Where properties are valued with the benefit of leasing, we assume, unless we are informed otherwise, that the tenants are capable of meeting their financial obligations under the leases, all rent and other amounts payable under the leases have been paid when due, and that there are no undisclosed breaches of the leases.
19. We did not conduct a formal survey of the property and assume no responsibility for any survey matters. The Client has supplied the spatial data, including sketches and/or surveys included in the report, and we assume that data is correct, up to date and can be relied upon.
20. Unless otherwise stated, the opinion of value included in our report excludes any additional value attributable to goodwill, or to fixtures and fittings which are only of value, in situ, to the present occupier. We have made no allowance for any plant, machinery or equipment unless they form an integral part of the building and would normally be included in a sale of the building. We do not normally carry out or commission investigations into the capacity or condition of services being provided to the property. We assume that the services, and any associated controls or software, are in working order and free from defect. We also assume that the services are of sufficient capacity to meet current and future needs.
21. In the case of property where construction work is in progress, such as refurbishment or repairs, or where developments are in progress, we have relied upon cost information supplied to us by the Client or its appointed experts or upon industry accepted cost guides. In the case of property where construction work is in progress, or has recently been completed, we do not make allowance for any liability already incurred, but not yet discharged, in respect of completed work, or obligations in favor of contractors, subcontractors or any members of the professional or design team. We assume the satisfactory completion of construction, repairs or alterations in a workmanlike manner.
22. Any allocation in the report of value between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
23. The report is confidential to the party to whom it is addressed and those other intended users specified in the report for the specific purpose to which it refers. Use of the report for any other purpose or use by any party not identified as an intended user of the report without our prior written consent is prohibited, and we accept no responsibility for any use of the report in violation of the terms of this Agreement.
24. We are not required to testify or provide court-related consultation or to be in attendance in court unless we have agreed to do so in writing.
25. Neither the whole report, nor any part, nor reference thereto, may be published in any manner without our prior written approval.

26. We may rely on, and will not verify, the accuracy and sufficiency of documents, information and assumptions provided to it by the Client or others. We will not verify documents, information and assumptions derived from industry sources or that JLL or its affiliates have prepared in the regular course of business. We are not liable for any deficiency in the report arising from the inaccuracy or insufficiency of such information, documents and assumptions. However, our report will be based on our professional evaluation of all such available sources of information.
27. JLL IS NOT LIABLE TO ANY PERSON OR ENTITY FOR LOSS OF PROFITS, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SIMILAR DAMAGES IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT SHALL THE LIABILITY OF JLL AND ITS AFFILIATES IN CONNECTION WITH THIS AGREEMENT EXCEED THE FEE PAID TO JLL HEREUNDER.
28. Unless expressly advised to the contrary, we assume that appropriate insurance coverage is and will continue to be available on commercially acceptable terms.
29. We assume that no material changes in any applicable federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.

Appendix A

Appraiser Qualifications



Stephanie P. Ferraris, AICP, R/W-AC

Vice President, Valuation Advisory - Americas
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stephanie.ferraris@jll.com

Current responsibilities

Stephanie Ferraris serves as a Vice President of JLL Valuation Services in the United States. In this role, she focuses on conducting appraisals. Ms. Ferraris has been actively engaged in real estate valuation, market studies, land planning, transportation planning, and environmental planning since 2006.

Experience

Prior to joining JLL in late 2016, she was with a national valuation firm, where she most recently served as an analyst in the Austin office. During her tenure with the firm, she developed appraisal and consulting expertise concentrated in specialized assignments involving corridor valuation and multi-parcel eminent domain projects in Texas. Analysis on valuations have been performed on various properties including, but not limited to, single and multi-tenant industrial buildings, multifamily complexes, low rise office buildings, mixed-used facilities, water rights, ranches and vacant land.

Clients include private and institutional lenders, private and public utilities and public agencies. Assignments have been completed for purposes of condemnation, financing, and due diligence support. Valuations have been completed for proposed and existing structures.

Education

- B.S. | Louisiana Tech University, Ruston, Louisiana
- M.S. | Louisiana State University, Baton Rouge, Louisiana

Affiliations

- Candidate for Designation, Appraisal Institute
- International Right-of-Way Association

Certified General Real Estate Appraiser:

- Texas

STEPHANIE P FERRARIS
1703 W 5TH ST STE 850
AUSTIN, TX 78703



Certified General Real Estate Appraiser

Appraiser: **Stephanie P Ferraris**

License #: **TX 1380757 G**

License Expires: **12/31/2023**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title:
Certified General Real Estate Appraiser



Chelsea Buchholtz
Commissioner

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Appendix B

Definitions

Definitions

The source of the following definitions is the Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015), unless otherwise noted.

Amenity

A tangible or intangible benefit of real property that enhances its attractiveness or increases the satisfaction of the user. Natural amenities may include a pleasant location near water or a scenic view of the surrounding area; man-made amenities include swimming pools, tennis courts, community buildings, and other recreational facilities.

As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.

Class of Apartment Property

For the purposes of comparison, apartment properties are grouped into three classes. These classes represent a subjective quality rating of buildings, which indicates the competitive ability of each building to attract similar types of tenants. Combinations of factors such as rent, building finishes, system standards and efficiency, building amenities, location/accessibility, and market perception are used as relative measures.

Class A apartment properties are the most prestigious properties competing for the premier apartment tenants, with rents above average for the area. Buildings have high-quality standard finishes, architectural appeal, state-of-the-art systems, exceptional accessibility, and a definite market presence.

Class B apartment properties compete for a wide range of users, with rents in the average range for the area. Class B buildings do not compete with Class A buildings at the same price. Building finishes are fair to good for the area, and systems are adequate.

Class C apartment properties compete for tenants requiring functional space at rents below the average for the area. Class C buildings are generally older, and are lower in quality and condition.

(Adapted from “Class of Office Building” in *The Dictionary of Real Estate Appraisal*.)

Deferred Maintenance

Needed repairs or replacement of items that should have taken place during the course of normal maintenance.

Depreciation

A loss in property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date.

Discounted Cash Flow (DCF) Analysis

The procedure in which a discount rate is applied to a set of projected income streams and a reversion. The analyst specifies the quantity, variability, timing, and duration of the income streams and the quantity and timing of the reversion, and discounts each to its present value at a specified yield rate.

Disposition Value

The most probable price that a specified interest in real property should bring under the following conditions:

1. Consummation of a sale within a future exposure time specified by the client.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. An adequate marketing effort will be made during the exposure time specified by the client.
8. Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.
10. This definition can also be modified to provide for valuation with specified financing terms.

Effective Date of Appraisal

The date to which the appraiser's analyses, opinions, and conclusions apply; also referred to as date of value.

Entrepreneurial Profit

A market-derived figure that represents the amount an entrepreneur receives for his or her contribution to a project and risk; the difference between the total cost of a property (cost of development) and its market value (property value after completion), which represents the entrepreneur's compensation for the risk and expertise associated with development. An entrepreneur is motivated by the prospect of future value enhancement (i.e., the entrepreneurial incentive). An entrepreneur who successfully creates value through new development, expansion, renovation, or an innovative change of use is rewarded by entrepreneurial profit. Entrepreneurs may also fail and suffer losses.

In economics, the actual return on successful management practices, often identified with coordination, the fourth factor of production following land, labor, and capital; also called entrepreneurial return or entrepreneurial reward.

Excess Land; Surplus Land

Excess Land: Land that is not needed to serve or support the existing improvement. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land may have the potential to be sold separately and is valued independently.

Surplus Land: Land that is not currently needed to support the existing improvement but cannot be separated from the property and sold off. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel.

Exposure Time

An opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

Extraordinary Assumption

An assignment-specific assumption as of the effective date regarding uncertain information used in the analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Floor Area Ratio (FAR)

The relationship between the above-ground floor area of a building, as described by the building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area.

Gross Building Area (GBA)

Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the region.

Highest and Best Use

The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improved property – specific with respect to the user and timing of the use – that is adequately supported and results in the highest present value.

Hypothetical Condition

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Lease

A contract in which rights to use and occupy land or structures are transferred by the owner to another for a specified period of time in return for a specified rent.

Leased Fee Interest

A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease).

Leasehold Interest

The tenant's possessory interest created by a lease.

Liquidation Value

The most probable price that a specified interest in real property should bring under the following conditions:

1. Consummation of a sale within a short time period.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under extreme compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. A normal marketing effort is not possible due to the brief exposure time.
8. Payment will be made in cash in U.S. dollars, or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.
10. This definition can also be modified to provide for valuation with specified financing terms.

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.

Market Rent

The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement, including permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements.

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[g]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)

Multifamily Property Type

Residential structure containing five or more dwelling units with common areas and facilities. (Source: Appraisal Institute Commercial Data Standards and Glossary of Terms, Chicago, Illinois, 2004 [Appraisal Institute])

Multifamily Classifications

Garden/Low Rise Apartments: A multifamily development of two- or three-story, walk-up structures built in a garden-like setting; customarily a suburban or rural-urban fringe development. (Source: *Appraisal Institute*)

Mid/High-Rise Apartment Building: A multifamily building with four or more stories, typically elevator-served. (Source: Appraisal Institute)

Prospective Opinion of Value

A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.

Rentable Floor Area (RFA)

Rentable area shall be computed by measuring inside finish of permanent outer building walls or from the glass line where at least 50% of the outer building wall is glass. Rentable area shall also include all area within outside walls less stairs, elevator shafts, flues, pipe shafts, vertical ducts, air conditioning rooms, fan rooms, janitor closets, electrical closets, balconies and such other rooms not actually available to the tenant for his furnishings and personnel and their enclosing walls. No deductions shall be made for columns and projections unnecessary to the building. (Source: *Income/Expense Analysis, 2013 Edition – Conventional Apartments, Institute of Real Estate Management, Chicago, Illinois*)

Replacement Cost

The estimated cost to construct, at current prices as of the effective appraisal date, a substitute for the building being appraised, using modern materials and current standards, design and layout.

Reproduction Cost

The estimated cost to construct, at current prices as of the effective date of the appraisal, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship and embodying all the deficiencies, superadequacies, and obsolescence of the subject building.

Room Count

A unit of comparison used primarily in residential appraisal. No national standard exists on what constitutes a room. The generally accepted method is to consider as separate rooms only those rooms that are effectively divided and to exclude bathrooms.

Stabilized Income

Income at that point in time when abnormalities in supply and demand or any additional transitory conditions cease to exist and the existing conditions are those expected to continue over the economic life of the property; projected income that is subject to change, but has been adjusted to reflect an equivalent, stable annual income.

Appendix C

Property Information

Property Search Results > 32805 CITY OF BASTROP for Year 2023

Tax Year:

Property

Account

Property ID:	32805	Legal Description:	TAHITIAN VILLAGE, UNIT 1, BLOCK 21, LOT 1647A (RESUB OF LOTS 1647, 1648 & 1649), ACRES 0.6510
Geographic ID:	R32805	Zoning:	
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

Location

Address:	120 CORPORATE DR BASTROP, TX 78602	Mapsco:	
Neighborhood:	TAHITIAN U1	Map ID:	
Neighborhood CD:	NBHD2014		

Owner

Name:	CITY OF BASTROP	Owner ID:	633625
Mailing Address:	P O BOX 427 BASTROP, TX 78602-0427	% Ownership:	100.0000000000%
		Exemptions:	EX

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$834,475	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$76,225	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$910,700	
(-) Ag or Timber Use Value Reduction:	-	\$0	

(=) Appraised Value:	=	\$910,700	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$910,700	

Taxing Jurisdiction

Owner: CITY OF BASTROP
 % Ownership: 100.000000000000%
 Total Value: \$910,700

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
C04	CITY OF BASTROP	0.512800	\$910,700	\$0	\$0.00
CAD	APPRAISAL DISTRICT	0.000000	\$910,700	\$0	\$0.00
G01	BASTROP COUNTY	0.329400	\$910,700	\$0	\$0.00
RD1	COUNTY ROAD	0.075200	\$910,700	\$0	\$0.00
S04	BASTROP ISD	1.255600	\$910,700	\$0	\$0.00
Total Tax Rate:		2.173000			
Taxes w/Current Exemptions:					\$0.00
Taxes w/o Exemptions:					\$19,789.51

Improvement / Building

Improvement #1: COMMERCIAL State Code: XV Living Area: 5000.0 sqft Value: \$834,475

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
COMMERCIAL	COMMERCIAL	FIRED - 3		2003	5000.0
CS	CONCRETE SLAB	CS - *		2003	4416.0
CS	CONCRETE SLAB	CS - *		2003	2236.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	L	RESIDENTIAL LOT	0.6510	28357.56	0.00	0.00	\$76,225	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2023	\$834,475	\$76,225	0	910,700	\$0	\$910,700
2022	\$725,989	\$35,050	0	761,039	\$0	\$761,039
2021	\$175,050	\$19,850	0	194,900	\$0	\$194,900
2020	\$162,434	\$43,943	0	206,377	\$0	\$206,377
2019	\$164,011	\$43,943	0	207,954	\$0	\$207,954
2018	\$186,090	\$43,943	0	230,033	\$0	\$230,033
2017	\$165,588	\$48,337	0	213,925	\$0	\$213,925
2016	\$173,473	\$43,943	0	217,416	\$0	\$217,416
2015	\$173,473	\$50,625	0	224,098	\$0	\$224,098
2014	\$157,703	\$50,625	0	208,328	\$0	\$208,328
2013	\$157,703	\$50,625	0	208,328	\$0	\$208,328
2012	\$157,703	\$50,625	0	208,328	\$0	\$208,328
2011	\$173,473	\$50,625	0	224,098	\$0	\$224,098

2010	\$173,473	\$50,625	0	224,098	\$0	\$224,098
2009	\$173,473	\$50,625	0	224,098	\$0	\$224,098

Item 8C.

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	8/18/2000	CONV	CONVERSION	BASTROP COUNTY WCID #2	CITY OF BASTROP	1070	583	0
2	11/3/1995	CONV	CONVERSION	TAYLOR, O T	BASTROP COUNTY WATER	775	32	0
3	10/14/1991	CONV	CONVERSION	TAHITIAN VILLAGE PROPERTY	TAYLOR, O T	615	105	0

Tax Due

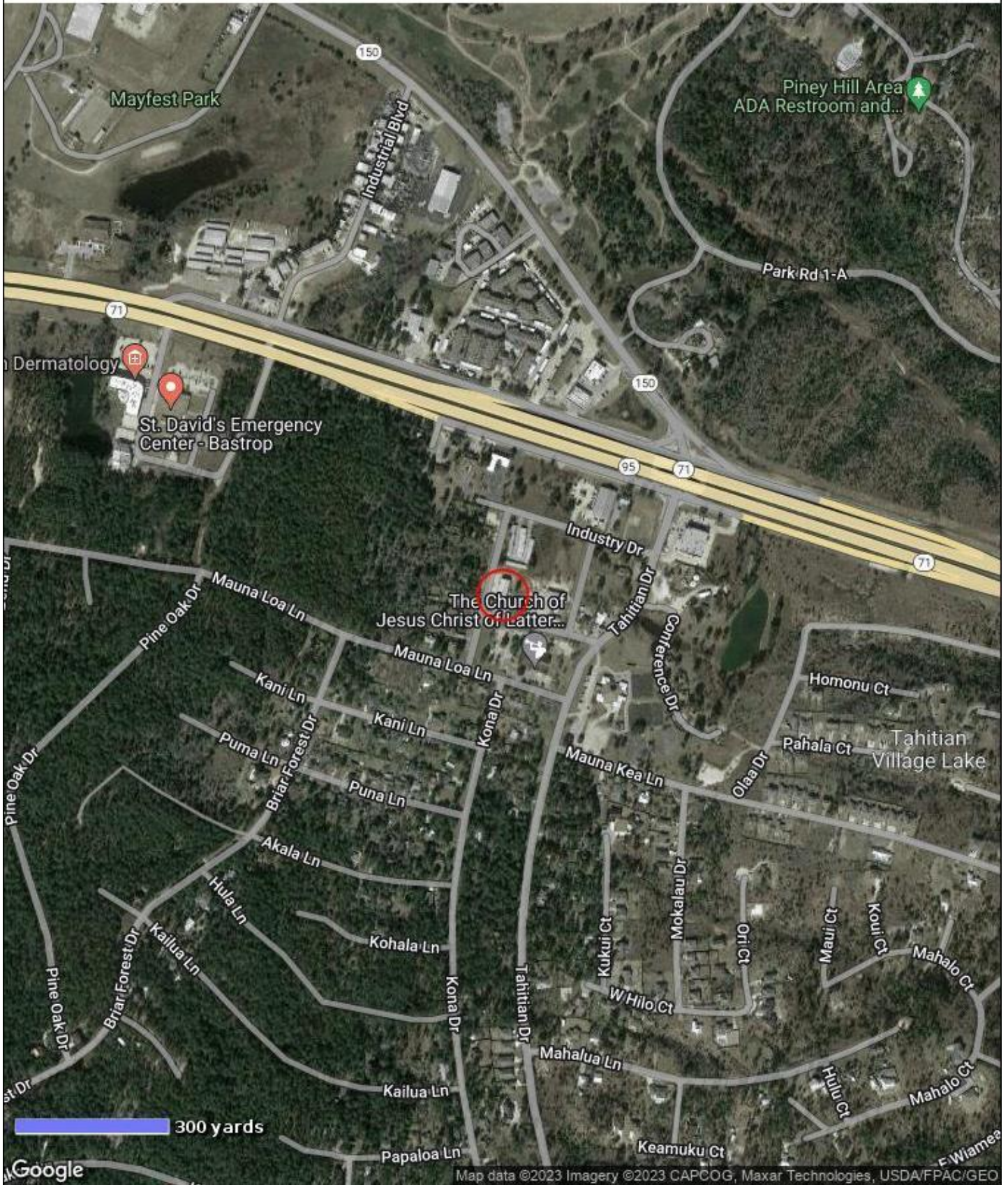
Property Tax Information as of 04/27/2023

Amount Due if Paid on: 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
------	---------------------	---------------	----------	-----------------	--------------	-------------------------------	---------------	------------

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (512) 303-1930



MAP DATA

FEMA Special Flood Hazard Area: No
 Map Number: 48021C0360E
 Zone: X
 Map Date: January 19, 2006
 FIPS: 48021

MAP LEGEND

- Areas inundated by 500-year flooding
- Areas inundated by 100-year flooding
- Velocity Hazard

Powered by CoreLogic®

- Protected Areas
- Floodway
- Subject Area



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Appendix D

Comparable Data

Special Purpose Land Comparable 1

Property Information

Property Name	NWC SH 95 & Mesquite St. Land
Address	NWC SH 95 & Mesquite St.
City	Bastrop
State	TX
Zip	78602
ID	461727
Tax ID	111672

Transaction Details

Price	\$143,475
Date	1/30/2023
Price Per Acre	\$107,151
Price Per Land SF	\$2.46
Price Per Usable Acre	N/A
Price Per Usable Land SF	N/A
Grantor	William J. Acosta et al.
Grantee	GH Contracting LLC
Property Rights	Fee Simple
Financing	Cash to seller
Conditions of Sale	Normal
Transaction Type	Closed Sale
Book/Page or Reference Doc	202301320
Verification	MLS #1789043/SPF



Acres	1.34
Land SF	58,327
Zoning	Core/P-5
Topography	Level
Shape	Triangular

Improvement Data

Operating Data / Key Indicators

Utilities	Electric only; water available
-----------	--------------------------------

Site Data

Comments

This triangular-shaped corner tract sold January 30, 2023 for \$143,475. It was originally listed for \$150,000 on April 6, 2022 before going under contract on January 11, 2023. Site never developed on.

Special Purpose Land Comparable 2

Property Information

Property Name	2010 Gordon St Land
Address	2010 Gordon St.
City	Bastrop
State	TX
Zip	78602
ID	461745
Tax ID	R33429

Transaction Details

Price	\$199,000
Date	3/16/2022
Price Per Acre	\$333,333
Price Per Land SF	\$7.65
Price Per Usable Acre	N/A
Price Per Usable Land SF	N/A
Grantor	Nicholas J. Davis
Grantee	Ormolu LLC
Property Rights	Fee Simple
Financing	Cash to seller
Conditions of Sale	Normal
Transaction Type	Closed Sale
Book/Page or Reference Doc	202205508
Verification	MLS #4744735/SPF



Site Data

Acres	0.60
Land SF	26,005
Zoning	P-4
Topography	Level
Shape	Irregular

Improvement Data

Operating Data / Key Indicators

Utilities	All to site
-----------	-------------

Comments

This sale was originally listed for \$199,000 on June 28, 2021, was under contract on 12/18/21, and closed at listing price on 3/18/22. It is zoned P-4 Mix.

Special Purpose Land Comparable 3

Property Information

Property Name 3999 Hwy 71 Land
 Address 3999 Hwy 71
 City Bastrop
 State TX
 Zip 78602
 ID 461742
 Tax ID R33274

Transaction Details

Price \$185,000
 Date 2/10/2022
 Price Per Acre \$161,010
 Price Per Land SF \$3.70
 Price Per Usable Acre N/A
 Price Per Usable Land SF N/A
 Grantor L&S Bastrop Properties LLC
 Grantee Bastex LLC
 Property Rights Fee Simple
 Financing Cash to seller
 Conditions of Sale Normal
 Transaction Type Closed Sale
 Book/Page or Reference 202202916
 Doc
 Verification MLS #2452681 SPF

Site Data

Acres 1.15



Land SF 50,050
 Zoning P5 Core
 Topography Level
 Shape Rectangular

Improvement Data

Operating Data / Key Indicators

Utilities All to site

Comments

This property was originally listed for \$249,000 in January 2020. The tract sold February 2022 for \$185,000 after the sale price was lowered to \$215,000 in December 2021. SH 71 Frontage and zoned Core P5 (high density). The site is within the Houston Toad Habitat...a habitat take permit needs to be acquired (without US Fish & Wildlife involvement) from Bastrop County for \$3,000 to disturb one acre of land.

Special Purpose Sales Comparable 1

Property Information

Property Name	9503 Capitol View Dr.
Address	9503 Capitol View Dr.
City	Austin
State	TX
Zip	78747
ID	461652
Tax ID	483847



Transaction Details

Price	\$1,550,000
Date	12/5/2022
Price Per SF	\$268.54
Grantor	Stone Oak Capital LLC
Grantee	Anger Properties LLC
Property Rights	Fee Simple
Financing	Cash to seller
Conditions of Sale	Normal
Transaction Type	Closed Sale
Book/Page or Reference	2022188295
Doc	
Verification	Listing broker

Acres	2.12
Land SF	92,478

Improvement Data

GBA	5,772
Rentable Area	5,772
Year Built	2022
Parking Ratio	0.00/1,000 SF
FAR	0.06

Site Data

Comments

This is the sale of a 5,772 SF warehouse 70x75 has 4 bays, is insulated, and was built in 2022 with no finished space. The land was purchased 5/7/21 for \$545,000. Clear height is 25 FT sloping down to 21 FT. There was also a 5-office/5-bathroom office trailer purchased in 2017 with a kitchen breakroom and washer dryer which conveyed with property. According to the listing broker, the office trailer was purchased for \$65,000 new. The appraiser allocated \$50,000 towards the office trailer and adjusted the sale price to \$1,550,000. Property is located within ETJ. Electric and Water and Septic are onsite. The property was originally listed for \$1,895,000 on 10/4/22, and closed at \$1,600,000 on 12/5/22.

Special Purpose Sales Comparable 2

Property Information

Property Name	13806 Old Highway 20
Property Type	Warehouse
Address	13806 Old Highway 20
City	Manor
State	TX
Zip	78653
ID	411733
Tax ID	236894



Transaction Details

Price	\$1,400,000
Date	5/6/2022
Price Per SF	\$118.08
Grantor	Roy Lee III
Grantee	Red Stag Holdings LLC
Property Rights	Fee Simple
Financing	Cash to seller
Conditions of Sale	Normal
Transaction Type	Closed Sale
Book/Page or Reference	2022085290
Doc	
Verification	Listing broker

Zoning Manor ETJ

Improvement Data

GBA	11,856
Rentable Area	11,856
Year Built	1996
Building Class	C
Construction	Metal
No. of Buildings	3
Stories	1
Parking Ratio	0.00/1,000 SF
FAR	0.04

Site Data

Acres	7.06
Land SF	307,316

Comments

The property consists of approximately 11,856 square feet of warehouse space among three buildings. Two dock-high doors, four grade-level doors, and clear heights between 16' and 18'. The property only has driveway frontage on Old Highway 20. No finished space. The property has proximate access to U.S. 290 East and is approximately five miles East of Texas State Highway 130. Tesla's newly constructed Giga Factory and the Austin-Bergstrom International Airport are respectively 12 and 17 miles away from the property.

Special Purpose Sales Comparable 3

Property Information

Property Name	12959 Wright Rd. Warehouse
Address	12959 Wright Rd.
City	Creedmoor
State	TX
Zip	78610
ID	461653
Tax ID	934855



Transaction Details

Price	\$2,700,000
Date	1/13/2022
Price Per SF	\$135.00
Grantor	EBG Holdings LLC
Grantee	Alpha Anchor Investments LLC
Property Rights	Fee Simple
Financing	Cash to seller
Conditions of Sale	Normal
Transaction Type	Closed Sale
Book/Page or Reference	2022009417
Doc	
Verification	Listing broker/MLS #6717407 SPF

Site Data

Acres	2.33
Land SF	101,373

Improvement Data

GBA	20,000
Rentable Area	20,000
Year Built	2021
No. of Buildings	1
Parking Ratio	0.00/1,000 SF
FAR	0.20

Comments

This is the sale of a 20,000 SF metal warehouse built in 2021 on an existing business park with similar warehouse buildings along SH 45 near SH 130. Water, electric, and septic are onsite. There is 1,900 SF finished office space. The building features 3-phase power, 1 dock and 1 grade level door, 22 ft walls with pitched roof, multiple skylights and windows, paved parking, and an exterior awning. This property was originally listed for \$2.6M on 11/9/21, and sold for \$2.7M on 1/14/22.

Special Purpose Sales Comparable 4

Property Information

Property Name 2710 Highway 21 E
 Address 2710 Highway 21 E
 City Bastrop
 State TX
 Zip 78602
 ID 390849
 Tax ID R23428



Transaction Details

Price \$725,000
 Date 6/9/2021
 Price Per SF \$100.69
 Grantor Tory D F & L K Living Trust
 Grantee Adrian and Gentil Najera
 Property Rights Fee Simple
 Financing Cash to seller
 Conditions of Sale Normal
 Transaction Type Closed Sale
 Book/Page or Reference 202112165
 Doc
 Verification Ronald Marshall/512-663-1802

Acres 1.00
 Land SF 43,560
 Zoning Not zoned

Improvement Data

GBA 7,200
 Rentable Area 7,200
 Year Built 1991
 Building Class C
 Construction Metal
 Condition Average
 No. of Buildings 2
 Parking Ratio 1.11/1,000 SF
 FAR 0.17

Site Data

Comments

Storage building located behind main building has no electricity. Broker felt sale price was at market value at time of sale; however, shortly after sale, prices rose and then stabilized back as of August 2021.

Appendix E

Engagement Letter

Stephanie Ferraris
Director
1703 W. 5th St., Suite 850,
Austin, TX 78703
512-806-7640
Stephanie.ferraris@jll.com

April 12, 2023

Andres Rosales
Fire Chief
City of Fire Department
1311 Chestnut Street
Bastrop, TX 78602
arosales@cityofbastrop.org
+1 512-332-8670

RE: Valuation & Advisory Services for the Property: City of Bastrop Fire Station, 120 Corporate Drive, Bastrop, TX 78602

Dear Mr. Rosales,

JLL Valuation & Advisory Services, LLC (JLL VA) is pleased to provide this proposal and engagement letter for valuation and advisory services regarding the Property.

PROPERTY IDENTIFICATION: City of Bastrop Fire Station, 120 Corporate Drive, Bastrop, TX 78602
PROPERTY TYPE: Special Purpose
INTEREST APPRAISED: Fee Simple
PURPOSE: Market Value
INTENDED USERS: City of Fire Department [NO OTHER USERS ARE INTENDED BY JLL VALUATION & ADVISORY SERVICES, LLC.]
INTENDED USE: Asset Management
VALUES PROVIDED: As Is Market Value(s) (if applicable)
APPRAISAL STANDARDS: Uniform Standards of Professional Appraisal Practice (USPAP) by the Appraisal Foundation, the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute
PROPERTY INSPECTION: JLL VA will conduct a physical inspection of the Property
VALUATION APPROACHES: All applicable approaches to value.
REPORT OPTION: Appraisal Report
FEE: \$3000
EXPENSES: The fee includes the expenses related to this engagement. There will be no added charges for travel, delivery fees or report production costs.
RETAINER: No retainer
FINAL PAYMENT: Final Payment
DELIVERY DATE: 3 weeks from receiving the executed engagement letter and retainer (if applicable). Delays in obtaining the data needed to complete this assignment or delays in accessing the property for inspection (if applicable) may result in delays in the date our analysis is completed and delivered.

DELIVERY METHOD: A PDF of the report(s) will be delivered to the client contact identified on this engagement letter. Two hard copies are available at client's request. Additional copies can be requested at \$150 per copy.

NOTES:

HOURLY RATE SCHEDULE	
Title	Hourly Rate
Managing Director	\$450
Executive Vice President	\$400
Senior Vice President	\$300
Vice President	\$250
Associate	\$200
Analyst	\$150
Project Coordinator	\$80

This engagement letter is subject to the General Terms and Conditions attached to this letter as Exhibit A, the Statement of Assumptions and Limiting Conditions attached to this letter as Exhibit B.

Upon your acceptance of this Agreement, we will forward our information request and coordinate a property inspection, if applicable. Per USPAP, we are required to analyze any current purchase for the subject property and request that copies of these, or a term sheet be provided with other applicable information. We will update you within 48 hours of receiving the signed engagement to confirm our information request was provided and a property inspection is scheduled, if applicable.

We appreciate the opportunity to be of service. Providing white-glove service and the least amount of disruption at the property is our top priority.

Sincerely,

JLL VALUATION & ADVISORY SERVICES, LLC

Stephanie Ferraris

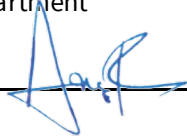
Stephanie Ferraris

Director
 512-806-7640
 Stephanie.ferraris@jll.com

AGREED AND ACCEPTED BY:

City of Fire Department

Signature



Andres Rosales

Printed Name

Fire Chief

Title

04/18/2023

Date

arosales@cityofbastrop.org

Email Address

512-332-8672

Phone Number

PROPERTY CONTACT FOR DATA AND SITE VISIT:

Chris Stone

Printed Name

cstone@cityofbastrop.org

Email Address

Bastrop Fire Department

Company

512-409-0868

Phone Number

REPORT DELIVERY CONTACT (if different than named client):

Andres Rosales

Printed Name

arosales@cityofbastrop.org

Email Address

Bastrop Fire Department

Company

512-332-8672

Phone Number

INVOICE TO (if different than named client):

Name

Company

Street Address

City, ST, Zip

Email Address

Phone Number

RETAINER INSTRUCTIONS:

Tax ID: 81-3802842

We accept two forms of payment for the retainer requirement. You can either wire the payment or mail a check. Instructions for each are provided below:

Wire instructions:

Account name: JLL Valuation & Advisory Services
BMO Harris Bank N.A. IL United States
Account number: 304-440-1
ABA#: 071000288
Bank address:
BMO Harris Bank N.A.
PO Box 71893
Chicago, IL 60694-1893

Or

Mail check to:

BMO Harris Bank N.A.
PO Box 71893
Chicago, IL 60694-1893
United States

Please note "RETAINER CHECK" and include the property/portfolio name, and/or property address.

Exhibit A

Terms and Conditions

1. INTRODUCTION

- 1.1** These Terms and Conditions supplement the proposal, agreement, letter of engagement or email (the “engagement”) between JLL Valuation and Advisory Services, LLC and the Client indicated in the engagement that sets out details of the Services to be provided to the Client. All capitalized terms in this exhibit have the meanings given to them in the engagement unless given a different meaning in this exhibit. These Terms and Conditions, together with the engagement and all other exhibits, schedules and riders to the engagement, are collectively called the “agreement”.

2. SERVICES

- 2.1** We will provide the Services using reasonable care and skill.
- 2.2** We may make changes to the Services if necessary to comply with any law or safety requirement. We will notify you if that happens. Otherwise, JLL and the Client must agree in writing to any changes to the Services, the Fees, or any other provision of the agreement.

3. CLIENT OBLIGATIONS

- 3.1** You agree to give us all documents and other information that we advise you are reasonably necessary for us to provide the Services.
- 3.2** You will maintain adequate property and public liability insurance to reasonably insure property that you own or occupy and any activities on that property. You will obtain all necessary licenses, permissions and consents which may be required to enable us to perform the Services (other than professional licenses that we are required to maintain to perform the Services). You are responsible to keep your property in a safe condition so that we may perform the Services in reasonable safety.
- 3.3** You will notify us promptly if you believe any information you have provided is incomplete or inaccurate.

4. DELAY

We are not responsible for any delay in our performance of the Services if caused by any event beyond our reasonable control, or for any delay caused by your failure to comply with the agreement.

5. FEES, EXPENSES AND PAYMENT

- 5.1** Our fee in its entirety is earned upon delivery of the first report. We will invoice you at time of delivery for any outstanding balance.
- 5.2** You agree that your obligation to pay the Fee is not contingent upon the results, conclusions or recommendations we provide.
- 5.3** If we are asked to invoice any other party, you agree to settle our invoice immediately if the other party does not do so within 30 days of the date of the invoice.
- 5.4** Delinquent payments under the agreement will earn interest at the rate of one and one-half percent (1-1/2%) per month from the date due until paid, or if lower, the maximum rate permitted by law. If the Fee or any part of it remains unpaid 30 days after it was due, you may not use any report or work product we have delivered to you for any reason.
- 5.5** If you terminate this agreement before the Services are completed, you will pay us, no later than the termination date, a reasonable fee proportionate to the part of the Services performed to the date of termination.
- 5.6** Our rights under Section 5.3 and 5.4 are in addition to, and will not limit, our right to pursue any other rights and remedies under the agreement or at law or in equity.

6. INDEMNITY

You agree to indemnify and defend us and hold us harmless from any loss, liability or expense (including attorneys’ fees) arising from a third-party action, claim or proceeding (“Loss”) that we suffer arising out of the agreement or the Services, other than Loss that a court of competent jurisdiction has determined was the result of our negligence or willful misconduct. We agree to indemnify and defend you and hold you harmless from any Loss that you suffer arising out of our negligent performance of Services under the

agreement, other than Loss that is found by a court of competent jurisdiction to result from your negligence or willful misconduct.

7. EXCLUSIONS OF, AND LIMITATIONS ON, LIABILITY

- 7.1** EACH OF JLL AND THE CLIENT WAIVES ANY CLAIMS AGAINST EACH OTHER FOR LOSS OF PROFITS, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SIMILAR DAMAGES IN CONNECTION WITH THE AGREEMENT. IN NO EVENT SHALL JLL'S LIABILITY IN CONNECTION WITH THE AGREEMENT EXCEED THE FEE PAID TO JLL HEREUNDER.

8. TERMINATION

- 8.1** Either of us may terminate the agreement without reason by giving 30 days' advance written notice to the other.
- 8.2** Either of us may terminate the agreement immediately if the other breaches the agreement and fails to remedy the breach within 10 days of notice by the non-breaching party.
- 8.3** We may terminate the agreement immediately for any of the following reasons:
- (a) We cannot provide any of the Services due to conditions beyond our reasonable control.
 - (b) In our reasonable opinion, there is insufficient information available to provide a report or other work product that meets our standards.
 - (c) A conflict of interest arises which prevents us from acting for you.
 - (d) You have asked us to provide reports or work product that we do not consider to be accurate.

9. ASSUMPTIONS AND LIMITATIONS

- 9.1** Any report or other work product we deliver as part of the Services will be subject to our standard Statement of Assumptions and Limiting Conditions, provided as an exhibit and as part of the agreement, which will be incorporated into the report or work product.
- 9.2** We understand that you may wish to use the report or other work product we deliver as part of the Services to support your Stark law and Anti-Kickback compliance process. Our reports and work product are appraisals prepared

pursuant to Uniform Standards of Professional Appraisal Practice, and do not undertake to evaluate any such compliance. You acknowledge that many factors in addition to property value must be considered to determine Stark or anti-kickback law compliance and agree that any reports and work product we deliver make no opinion or representation that any transaction involving property we appraise is compliant with Stark law or any anti-kickback law.

10. CONFIDENTIALITY

- 10.1** We each agree to maintain the confidentiality of each other's confidential information and will not disclose any information received in confidence from each other, until two years after termination or expiration of the agreement, except where required to do so by law.
- 10.2** Any report or other work product that we deliver to you in connection with the Services is confidential and may be used by only you, unless we agree otherwise in writing.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1** We retain all copyright (and other intellectual property rights) in all materials, reports, systems and other deliverables which we produce or develop for the purposes of the agreement, or which we use to provide the Services.
- 11.2** You will not reproduce or copy any part of any report or other work product we produce as part of the Services without our prior written consent.

12. GENERAL

- 12.1** The agreement may be modified only by a written agreement signed by both of us. Liability accruing before the agreement terminates or expires will survive termination or expiration.
- 12.2** The agreement states the entire agreement, and supersedes all prior agreements, between you and JLL with respect to the matters described in the agreement.
- 12.3** If a court determines that any part of the agreement is unenforceable, the remainder of the agreement will remain in effect.
- 12.4** The agreement is governed by the laws of the State of Illinois. Each of us irrevocably submits

to the exclusive jurisdiction of the courts of that State.

- 12.5** The agreement may be executed in multiple counterparts.
- 12.6** No director, officer, agent, employee or representative of either of us has any personal liability in connection with the agreement.
- 12.7** Neither of us may assign or transfer any rights or obligations under the agreement without the prior written approval of the other. We each agree to be reasonable in evaluating such a request for approval.
- 12.8** If there is any conflict between the terms of the letter and this exhibit, the terms of the letter will prevail.
- 12.9** If either of us fails to enforce any provision or exercise any right under the Agreement at any time, that failure will not operate as a waiver to enforce that provision or to exercise that right at any other time.
- 12.10** The agreement does not establish any partnership or joint venture between us or make either of us the agent of the other.
- 12.11** A person who is not a party to the agreement does not have any rights to enforce its terms unless specifically agreed in writing.
- 12.12** Neither of us may publicize or issue any specific information to the media about the Services or the agreement without the written consent of the other.
- 12.13** Each of us represents to the other that it is not a person or entity with whom U.S. entities are restricted from doing business under regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order or other governmental action. Each of us agrees to comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption.
- 12.14** If either party does not comply with the obligations under the agreement and legal action is commenced to enforce the rights under the agreement, the losing party will reimburse the prevailing party reasonable costs (including attorneys’ fees), associated with such action.
THE PARTIES HEREBY WAIVE TRIAL BY JURY.
- 12.15** Upon request by you, we will provide commercial general liability additional insured coverage to the property owner or its affiliates to

the extent a loss is attributable to JLL VA’s negligence.

- 12.16** Sections 5, 6, 7, 10, 11, 12.1, 13, 17 and 18 will survive termination of the agreement.

13. USE OF DATA AND DATA PROTECTION

- 13.1** You agree as follows: (i) The data we collect in connection with the agreement will remain our property. (ii) We and our affiliates may utilize, sell and include data you have provided (either in the aggregate or individually) in the databases of JLL and its affiliates and for use in derivative products. (iii) We may utilize all data already in the public domain on an unrestricted basis.
- 13.2** In order for us to provide the Services, we may need to record and maintain in hard copy and/or in electronic form, information regarding the Client, its officers and any other individuals connected with the Client (collectively “Data Subjects”). We may also verify the identity of Data Subjects, which could include carrying out checks with third parties such as credit reference, anti-money laundering or sanctions checking agencies.
- 13.3** We may use all information that we hold regarding Data Subjects to provide the Services. We may also use and share it with third parties for other purposes as described in our Privacy Statement available at www.jll.com. We may use both commercially available and proprietary software programs to perform the Services (web based and others).

14. SPECIAL EXPERTS

- 14.1** If you request our assistance in hiring a special expert to contribute to any assignment (such as a surveyor, environmental consultant, land planner, architect, engineer, business, personal property, machinery and equipment appraiser, among others), you will perform your own due diligence to qualify the special expert. You will be responsible to pay for the services of the special expert.
- 14.2** We are not responsible for the actions and findings of any special expert. You agree to indemnify and defend us and hold us harmless from all damages that may arise out of your reliance on any special expert.

15. CONFLICTS POLICY

JLL adheres to a strict conflict of interest policy. If we learn of a conflict of interest, we will notify you and recommend a course of action to resolve the conflict. If we learn of a conflict that we do not believe can be resolved, we may terminate the agreement without penalty.

16. FIRREA REQUIREMENTS

Federal banking regulations require banks and other lending institutions to engage appraisers where FIRREA compliant appraisals must be used in connection with mortgage loans or other transactions involving federally regulated lending institutions. Given that requirement, any report produced by JLL under the agreement, if ordered independent of a financial institution or agent, might not be FIRREA compliant or acceptable to a federally regulated financial institution.

17. USPAP REQUIREMENTS

The Ethics Rule of the Uniform Standards of Professional Appraisal Practice (“USPAP”) requires us to disclose to you any prior services (appraisal or otherwise) performed within three years prior to the date of this letter by the individual JLL appraiser who will be performing Services for the Property. We represent that to our knowledge, that JLL has not provided prior services within the designated disclosure period, outside of what we have identified.

18. USE OF WORK PRODUCT AND RELIANCE

- 18.1** You agree that any report or other work product we produce in connection with the Services are for your use only, and only for the purpose indicated in the agreement. No person or entity other than the Client may use or rely on any such report or work product unless we consent otherwise in writing, even if such reliance is foreseeable. Any person who receives a copy of any report or other work product we produce as

a consequence of disclosure requirements that apply to the Client, does not become an intended user of this report unless the Client specifically identified them at the time of the engagement.

- 18.2** You will not use any such report or work product in connection with any public documents. You will not refer to JLL in any public documents without our prior written consent. We may give or withhold our consent in our sole discretion for any purpose under this Section 18.
- 18.3** Notwithstanding the foregoing, JLL understands that applicable law in eminent domain proceedings may require you to disclose our reports and work product to landowners and to otherwise make our reports and work product available to the public. To the extent required by applicable law, JLL consents to such disclosure. However, you and only you, and no such landowner or other person or entity, may rely on our reports or our work product.

19. LITIGATION MATTERS

- 19.1** We are not required to testify or provide court-related consultation or to be in attendance in court unless we have agreed to do so in the agreement or otherwise in writing, or if required by law.
- 19.2** If we receive a subpoena or other judicial command to produce documents or to provide testimony in a lawsuit or proceeding regarding the agreement, we will notify you if allowed by law to do so. However, if we are not a party to these proceedings, you agree to compensate us for our professional time at the then prevailing hourly rates of the personnel responding to the subpoena or providing testimony, and to reimburse us for our actual expenses incurred in responding to any such subpoena or judicial command, including attorneys' fees, if any, as they are incurred.

v. 12_06_2023

Exhibit B

Statement of Assumptions and Limiting Conditions

1. All reports and work product we deliver to you (collectively called “report”) represents an opinion of value, based on historical information and forecasts of market conditions. Actual results may vary from those forecast in the report. There is no guaranty or warranty that the opinion of value reflects the actual value of the property.
2. The conclusions stated in our report apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events. Assessed values may change significantly and unexpectedly over short periods. We are not liable for any conclusions in the report that may be different if there are subsequent changes in value. We are not liable for loss relating to reliance upon our report more than three months after its date.
3. There may be differences between projected and actual results because events and circumstances frequently do not occur as predicted, and those differences may be material. We are not liable for any loss arising from these differences.
4. We are not obligated to predict future political, economic or social trends. We assume no responsibility for economic factors that may affect or alter the opinions in the report if the economic factors were not present as of the date of the letter of transmittal accompanying the report.
5. The report reflects an appraisal of the property free of any liens or encumbrances unless otherwise stated.
6. We assume responsible ownership and competent property management.
7. The appraisal process requires information from a wide variety of sources. We have assumed that all information furnished by others is correct and complete, up to date and can be relied upon, but no warranty is given for its accuracy. We do not accept responsibility for erroneous information provided by others. We assume that no information that has a material effect on our appraisal has been withheld.
8. We assume the following, unless informed to the contrary in writing: Each property has a good and marketable title. All documentation is satisfactorily drawn and that there are no encumbrances, restrictions, easements or other adverse title conditions, which would have a material effect on the value of the interest under consideration. There is no material litigation pending involving the property. All information provided by the Client, or its agents, is correct, up to date and can be relied upon. We are not responsible for considerations requiring expertise in other fields, including but not limited to: legal descriptions, interpretation of legal documents and other legal matters, geologic considerations such as soils and seismic stability, engineering, or environmental and toxic contaminants. We recommend that you engage suitable consultants to advise you on these matters.
9. We assume that all engineering studies correct. The plot plans and illustrative material in the report are included only to help the reader visualize the property.
10. We assume that there are no hidden or unapparent conditions of the property, subsoil or structures that render it more or less valuable. We are not responsible for such conditions or for obtaining the engineering studies that may be required to discover them.
11. We assume that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the report. We have not made or requested any environmental impact studies in conjunction with the report. We reserve the right to

revise or rescind any opinion of value that is based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the report assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.

12. Unless otherwise stated in the report, you should assume that we did not observe any hazardous materials on the property. We have no knowledge of the existence of such materials on or in the property; however, we are not qualified to detect such substances, and we are not providing environmental services. The presence of substances such as asbestos, urea-formaldehyde foam insulation and other potentially hazardous materials may affect the value of the property. Our report assumes that there is no such material on or in the property that would cause a loss in value. We do not assume responsibility for such conditions or for any expertise or engineering knowledge required to discover them. We encourage you to retain an expert in this field, if desired. We are not responsible for any such environmental conditions that exist or for any engineering or testing that might be required to discover whether such conditions exist. We are not experts in the field of environmental conditions, and the report is not an environmental assessment of the property.
13. We may have reviewed available flood maps and may have noted in the report whether the property is generally located within or out of an identified Special Flood Hazard Area. However, we are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property. Any opinion of value we include in our report assumes that floodplain and/or wetlands interpretations are accurate.
14. We have not made a specific survey or analysis of the property to determine whether it is in compliance with the Americans with Disabilities Act ("ADA"), Stark law or any anti-kickback laws. We claim no expertise in such issues and render no opinion regarding compliance of you or the property with ADA, Stark law or anti-kickback law or regulations.
15. We assume that the property conforms to all applicable zoning and use regulations and restrictions unless we have identified, described and considered a non-conformity in the report.
16. We assume that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in the report is based.
17. We assume that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
18. We have not made any investigation of the financial standing of actual or prospective tenants unless specifically noted in the report. Where properties are valued with the benefit of leasing, we assume, unless we are informed otherwise, that the tenants are capable of meeting their financial obligations under the leases, all rent and other amounts payable under the leases have been paid when due, and that there are no undisclosed breaches of the leases.
19. We did not conduct a formal survey of the property and assume no responsibility for any survey matters. The Client has supplied the spatial data, including sketches and/or surveys included in the report, and we assume that data is correct, up to date and can be relied upon.
20. Unless otherwise stated, the opinion of value included in our report excludes any additional value attributable to goodwill, or to fixtures and fittings which are only of value, in situ, to the present occupier. We have made no allowance for any plant, machinery or equipment unless they form an integral part of the building and would normally be included in a sale of the building. We do not normally carry out or commission investigations into the capacity or condition of services being provided to the property. We assume that the services, and any





STAFF REPORT

MEETING DATE: August 8, 2023

TITLE:

Consider action to approve Resolution No. R-2023-116 acknowledging proposed tax rate, no-new-revenue tax rate and voter-approval tax rate for Fiscal Year 2023-2024 (FY 2024), calling for a public hearing on September 12, 2023, and authorizing a public notice.

AGENDA ITEM SUBMITTED BY:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

Truth-in-taxation is a concept embodied in the Texas Constitution and the Tax Code that requires local taxing units to make taxpayers aware of tax rate proposals. When a proposed tax rate exceeds the voter-approval rate or the no-new-revenue rate, whichever is lower, the taxing unit's governing body must vote to place a proposal to adopt the rate on the agenda of a future meeting as an action item. This vote must be recorded. The proposal must specify the desired rate. A taxing unit cannot vote to adopt a proposal to increase taxes by an unspecified amount. If the motion passes, the governing body must schedule a public hearing on the proposal.

There are four principles to truth-in-taxation:

- Property owners have a right to know about increases in their appraised property value and to be notified of the estimated taxes that could result from the new value.
- A taxing unit must publish its no-new-revenue and voter-approval tax rates before adopting an actual tax rate.
- A taxing unit must publish special notices and hold a public hearing before adopting a tax rate that exceeds the lower of the voter-approval rate or the no-new-revenue tax rate.
- If a taxing unit adopts a rate that exceeds the voter-approval rate, voters may petition for an election to limit the rate to the no-new-revenue rate.

The no-new-revenue rate is a calculated rate that will raise the same amount of property tax revenue from the same properties taxed in both years. If property values rise, the no-new-revenue rate will go down and vice versa. The rate can be affected by lost value from changes in exemptions and court appeals. The voter-approval rate provides the taxing unit the same amount of tax revenue from the previous year for maintenance and operations, plus an extra three and a half (3.5) percent increase for those operations, in addition to sufficient funds to pay debt service in the coming year.

In the FY 2024 Proposed Budget, the proposed M&O rate, calculated from preliminary values, is \$0.3094 plus a debt rate of \$0.1962. On July 24, 2023, the Chief Financial Officer received the certified appraisal rolls along with other values that must be used in the tax rate calculation, which established a No-New-Revenue (NNR) M&O rate of \$0.2985. This is a slight decrease of 1% from

the estimated NNR M&O rate of \$0.3017. With the final certified values and the adjusted M&O rate to \$0.3050, the General Fund will see an increase of about \$30,000 to the final budget.

For the purposes of the public hearing the City Manager is suggesting a tax rate of \$0.5051 including a maintenance and operations (M&O) tax rate of \$0.3089 (3.5% over the NNR M&O rate) and a debt service (I&S) tax rate of \$0.1962 per \$100 in taxable value. This will provide City Council some flexibility as they work through the FY 2024 proposed budget at workshops scheduled for August 15th and 16th. The City Council can decide to adopt a rate lower than what is proposed but cannot adopt a rate that exceeds this proposed rate.

The NNR tax rate has been calculated by the Bastrop County Tax Assessor Collector to be \$0.4832. The voter-approval rate, which is the maximum rate that can be applied and not be subject to an election to seek voter approval, has been calculated by the Bastrop County Tax Assessor Collector to be \$0.5051. These rates will be published in the local newspaper, the City's website, and the government access cable channel as required by State law.

TAX RATES						
Fiscal Year	Proposed Property Tax Rate	NNR Tax Rate	Voter-Approval Tax Rate	NNR M&O Tax Rate	Proposed M&O Tax Rate	Debt Rate
2023-2024	0.5051	0.4832	0.5051	0.2985	0.3089	0.1962
2022-2023	0.5238	0.4887	0.5238	0.3166	0.3166	0.1962

When a proposed tax rate exceeds the voter-approval rate or the no-new-revenue tax rate, whichever is lower, the taxing unit's governing body must vote to place a proposal to adopt the tax rate on the agenda of a future meeting as an action item. If the motion passes, the governing body must schedule a public hearing on the proposal. The Chief Financial Officer proposes that a public hearing be held on Tuesday, September 12, 2023. These public hearing will be held in the City Council Chambers, located in City Hall at 1311 Chestnut St. Bastrop, TX 78602.

The Notice of Public Hearing on Tax Increase reflects the most up to date average homestead values.

RECOMMENDATION:

The City Manager recommends approval of Resolution No. R-2023-116 acknowledging proposed tax rate, no-new-revenue tax rate and voter-approval tax rate for Fiscal Year 2023-2024 (FY 2024), calling for a public hearing, and authorizing a public notice.

ATTACHMENTS:

- Resolution R-2023-116
- Notice of Public Hearing on Tax Increase

RESOLUTION NO. R-2023-116

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ACKNOWLEDGING PROPOSED TAX RATE, NO-NEW REVENUE TAX RATE, AND VOTER-APPROVAL TAX RATE FOR FISCAL YEAR 2023-2024 (FY 2024), CALLING FOR A PUBLIC HEARING, AND AUTHORIZING A PUBLIC NOTICE.

WHEREAS, the City Council deems it advisable to give notice of its intent to propose a tax rate for the City of Bastrop, Texas as hereinafter provided; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public and public notice of the meeting was given, all as required by Chapter 551, Texas Government Code.

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

SECTION 1: That the City Council of the City of Bastrop, Texas, does hereby order that a public hearing be scheduled as specified on Exhibit "A" [Notice of Public Hearing on Tax Increase] to consider a proposal to adopt a tax rate for Fiscal Year 2023-2024.

SECTION 2: That notice of the proposed tax rate, no-new-revenue tax rate, and a voter-approval tax rate for the City of Bastrop, Texas, for Fiscal Year 2023-2024 is hereby acknowledged consistent with Exhibit "A".

SECTION 3: That the City Secretary shall cause said notice of a public hearing on the proposed tax rate increase for the City of Bastrop, Texas, for Fiscal Year 2023-2024 to be distributed as required by law consistent with Exhibit "A".

SECTION 4: That this Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, this 8th day of August 2023.

CITY OF BASTROP, TEXAS

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.5051 per \$100 valuation has been proposed by the governing body of City of Bastrop.

PROPOSED TAX RATE	\$0.5051 per \$100
NO-NEW-REVENUE TAX RATE	\$0.4832 per \$100
VOTER-APPROVAL TAX RATE	\$0.5051 per \$100

The no-new-revenue tax rate is the tax rate for the 2023 tax year that will raise the same amount of property tax revenue for City of Bastrop from the same properties in both the 2022 tax year and the 2023 tax year.

The voter-approval rate is the highest tax rate that City of Bastrop may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that City of Bastrop is proposing to increase property taxes for the 2023 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 12, 2023 AT 6:30 PM AT 1311 Chestnut Street Bastrop, Texas 78602.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, City of Bastrop is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the Bastrop City Council of City of Bastrop at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE
CALCULATED AS FOLLOWS:

$$\text{Property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

FOR the proposal:

AGAINST the proposal:

PRESENT and not voting:

ABSENT:

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Bastrop last year to the taxes proposed to be imposed on the average residence homestead by City of Bastrop t

year.

Item 9A.

	2022	2023	Change
Total tax rate (per \$100 of value)	\$0.5128	\$0.5051	decrease of -0.0077, or -1.50%
Average homestead taxable value	\$255,713	\$288,371	increase of 32,658, or 12.77%
Tax on average homestead	\$1,311.30	\$1,456.56	increase of 145.26, or 11.08%
Total tax levy on all properties	\$7,359,194	\$8,044,363	increase of 685,169, or 9.31%

For assistance with tax calculations, please contact the Tax Assessor for Bastrop County at (512)-581-7161 or visit <https://bastrop.countytax rates.com> for more information.

BASTROP COUNTY

Ellen Owens, CTOP, PCC
Tax Assessor-Collector



P.O. Box 579 Bastrop, TX 78602
Phone (512) 581-7161
taxoffice@co.bastrop.tx.us

July 25, 2023

Tracy Waldron
City Of Bastrop

Enclosed for your information and use is the following which has been verified through our office collection records for period 7/1/2022-6/30/2023:

C04 Excess Debt Tax Collections for 2022	\$ 54,882.29
C04 M&O Tax Refunds for Years Preceding 2022	\$ 3,768.90
C04 I&S Tax Refunds for Years Preceding 2022	\$ 2,069.80
C04 TOTAL Tax Refunds for Years Preceding 2022	\$ 5,838.70
Anticipated Collection Rate for 2023	100%
C04 Actual Collection Rate as of 9/30/2022	104%
C04 Actual Collection Rate as of 9/30/2021	108%
C04 Actual Collection Rate as of 9/30/2020	99%

I hereby certify the above information is true and correct to the best of my knowledge.

Ellen Owens, CTOP, PCC
Bastrop County Tax Assessor/Collector



City of Bastrop	June 30, 2023
Total original levy	\$7,737,011.63
Total collections	\$7,847,231.96
Total P&I	\$38,149.20

	September 30, 2022	September 30, 2021	September 30, 2020
Total current year Levy	\$6,657,240.59	\$5,858,489.95	\$5,949,642.56
Total Collections	\$6,892,249.12	\$6,276,545.45	\$5,873,367.94
Total P&I	\$37,535.40	\$35,414.11	\$33,329.52

Anticipated Collection percentage	102%
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Actual Collections Percentage	104%	108%	99%
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Current year I&S levy	\$2,958,645.75
prior year certified percentage	100%
Actual I&S taxes & P&I collected	\$3,013,528.04
Anticipated levy	\$ 2,958,645.75

Excess Debt Collections	\$54,882.29
IF NEGATIVE NUMBER - NO EXCESS DEBT COLLECTIONS	



Staff Report

MEETING DATE: August 8, 2023

TITLE:

Consider action to approve the first reading of Ordinance No. 2023-25 of the City Council of the City of Bastrop, Texas, annexing a tract of land described as 25.00 acres of land out of the Stephen F. Austin survey, Abstract No. 2, located west of Lovers Lane and south of Pecan Park subdivision, and east of the Colorado River Bend, as shown in Exhibit "A"; providing for findings of fact, adoption, repealer, severability, filing and enforcement; establishing an effective date; and providing for proper notice and meeting; and move to include on the August 22, 2023, meeting for second reading.

AGENDA ITEM SUBMITTED BY:

Trey Job, Assistant City Manager

BACKGROUND/HISTORY

The City of Bastrop has owned this 25-acre tract of land for quite some time. In the past it has served as a field that was used by football, and soccer leagues. Our fire department and emergency management coordinator has also used the field for training exercises. Approximately a year ago I updated the Bastrop City Council on surplus properties owned by the City of Bastrop and was instructed to place it back on the tax rolls. I listed the 25 acres along with three others. All 2.5 acre building blocks. All of the lots are under contract and the 25-acre tract is ready to close. As part of a previous contract extension the purchaser voluntarily requested annexation

RECOMMENDATION:

Staff recommends approval of first reading of Ordinance 2023-25.

ATTACHMENTS:

- Ordinance 2023-25
- Metes and Bounds/Survey
- Municipal Annexation Service Plan

ORDINANCE 2023-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ANNEXING A TRACT OF LAND DESCRIBED AS 25.00 ACRES OF LAND OUT OF THE STEPHEN F. AUSTIN SURVEY, ABSTRACT NO. 2, LOCATED WEST OF LOVERS LANE AND SOUTH OF PECAN PARK SUBDIVISION, AND EAST OF THE COLORADO RIVER BEND, AS SHOWN IN EXHIBIT A; PROVIDING FOR FINDINGS OF FACT, ADOPTION, REPEALER, SEVERABILITY, FILING AND ENFORCEMENT; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND MEETING.

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

WHEREAS, on or about March 22, 2023, the City received a petition for voluntary annexation of the property in the area described as being 25.00 +/- acres of land out of the Stephen F. Austin Survey, Abstract No. 2, located to the west of Lovers Lane, south of Pecan Park Subdivision, and east of the Colorado River bend as shown in Exhibit "A" (the "Property"), which is attached hereto and incorporated herein for all purposes; and

WHEREAS, pursuant to Texas Local Government Code Sections 43.056 and 43.0672, City Council has entered into a written agreement with the owners of land in the area for the provision of services in the area, which is attached hereto as Exhibit "B" and incorporated herein for all purposes; and

WHEREAS, in accordance with Texas Local Government Code Chapter 43, public notice was given, and a public hearing was held before the City Council regarding the requested annexation; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City 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, after consideration of public input received at the hearing, the information provided by the petitioners, and all other information presented, City Council finds it necessary and proper to enact this Ordinance.

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

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

Section 2: The Property in the area described in Exhibit "A", which is attached hereto and incorporated herein for all purposes, is hereby annexed and brought into the municipal boundaries (i.e., corporate limits) of the City of Bastrop, Texas, and is made an integral part,

hereof. The Property shall be designated as a P2 Rural Zoning District. The official map and boundaries of the City are hereby amended and revised so as to include the area annexed.

A service plan prepared in accordance with applicable provisions of state law pertaining to annexation is attached hereto as Exhibit "B" and incorporated herein for all intents and purposes. The owners and inhabitants of the area herein annexed are entitled to all of the rights and privileges of other citizens of the City and are hereby bound by all acts, ordinances and other legal actions now in full force and effect and those that may be hereafter adopted or enacted.

Section 3: All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

Section 4: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

Section 5: The City Secretary is hereby instructed to include this Ordinance in the records of the City and to have maps prepared depicting the new municipal boundaries. The City Secretary is hereby instructed to file a certified copy of this Ordinance and the updated maps with the Bastrop County Clerk and any other entities as required by law.

Section 6: The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance. Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

Section 7: This Ordinance shall be effective immediately upon passage and publication.

Section 8: 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.

[Signatures on following page]

READ & APPROVED on First Reading on this the 8th day of August, 2023.

READ & ADOPTED on the Second Reading on this the ___ day of August, 2023.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit "A"
DESCRIPTION OF AREA TO BE ANNEXED

Exhibit "B"
ANNEXATION SERVICE PLAN



METES & BOUNDS DESCRIPTION

BEING A 25.01 ACRE TRACT OF LAND OUT OF THE STEPHEN F. AUSTIN SURVEY, ABSTRACT NUMBER 2, BASTROP COUNTY, TEXAS, AND BEING ALL OF A CALLED 25.000 ACRE TRACT, DESCRIBED TO THE CITY OF BASTROP IN VOLUME 435, PAGE 360 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 25.01 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD, FOUND FOR THE NORTHEAST CORNER OF SAID 25.000 ACRE TRACT, SAME BEING IN THE SOUTH RIGHT OF WAY LINE OF MARGIE'S WAY, AN 80 FOOT WIDE RIGHT OF WAY PER RIVER MEADOWS PHASE 1, A MAP OR PLAT THEREOF RECORDED UNDER CABINET 4, PAGE 16-B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS, AND SAME BEING IN THE WEST RIGHT OF WAY LINE OF LOVERS LANE, AN APPARENT 45 FOOT WIDE RIGHT OF WAY, NO DEED OF RECORD FOUND;

THENCE, **S 11°12'48" W**, WITH THE WEST RIGHT OF WAY OF LOVERS LANE, SAME BEING THE EAST LINE OF SAID 25.000 ACRE TRACT, FOR A DISTANCE OF **1,112.54** FEET TO AN IRON ROD WITH CAP, FOUND FOR THE NORTHERLY SOUTHEAST CORNER OF SAID 25.000 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF A CALLED 0.918 ACRE TRACT, DESCRIBED TO PALMS PROPERTIES, LLC IN DOCUMENT NUMBER 201700307 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY TEXAS [O.P.R.B.C.T.];

THENCE, WITH THE NORTH AND WEST LINES OF SAID 0.918 ACRE TRACT (TRACT 2), COMMON WITH THE INTERIOR LINES OF SAID 25.000 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

1. **N 78°24'34" W**, **199.74** FEET TO A 1/2 INCH IRON ROD WITH "MCS 6714" CAP SET,
2. **S 11°36'23" W**, **200.06** FEET TO A 1/2 INCH IRON PIPE, FOUND FOR THE SOUTHERLY SOUTHEAST CORNER OF SAID 25.000 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID 0.918 ACRE TRACT, AND SAME BEING IN THE NORTH LINE OF A CALLED 26.687 ACRE TRACT, DESCRIBED TO PALMS PROPERTIES IN DOCUMENT NUMBER 201700309 [O.P.R.B.C.T.];

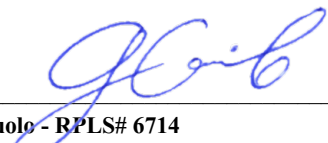
THENCE, **N 77°47'20" W**, WITH THE SOUTH LINE OF SAID 25.000 ACRE TRACT, AND THE NORTH LINE OF SAID 26.687 ACRE TRACT, FOR A DISTANCE OF **670.18** FEET TO A 1/2 INCH IRON ROD, SET FOR THE SOUTHWEST CORNER OF SAID 25.000 ACRE TRACT, SAME BEING THE MOST EASTERLY SOUTHEAST CORNER OF A CALLED 45.008 ACRE TRACT (TRACT 1), DESCRIBED TO PALMS PROPERTIES, LLC IN SAID DOCUMENT NUMBER 201700307 [O.P.R.B.C.T.];

THENCE, **N 12°13'34" E**, WITH THE WEST LINE OF SAID 25.000 ACRE TRACT, AND THE EAST LINE OF SAID 45.008 ACRE TRACT, PASSING AT A DISTANCE OF 134.05 FEET, A 5/8 INCH IRON ROD, FOUND FOR THE SOUTHEAST CORNER OF LOT 20 OF SAID RIVER MEADOWS, PHASE 1, AND CONTINUING WITH THE EAST LINE OF SAID RIVER MEADOWS, PHASE 1, FOR A TOTAL DISTANCE OF **1,313.81** FEET TO A STEEL FENCE POST, FOUND FOR THE NORTHWEST CORNER OF SAID 25.000 ACRE TRACT, SAME BEING IN THE EAST LINE OF LOT 26 OF SAID RIVER MEADOWS, PHASE 1, FROM WHICH A 5/8 INCH IRON ROD, FOUND FOR THE SOUTHEAST CORNER OF SAID LOT 26, BEARS **S 12°13'34" W**, 206.04 FEET, AND SAME BEING IN THE SOUTH RIGHT OF WAY LINE OF SAID MARGIE'S WAY;

THENCE, S 77°50'27" E, WITH THE NORTH LINE OF SAID 25.000 ACRE TRACT, SAME BEING THE SOUTH RIGHT OF WAY LINE OF MARGIE'S WAY, FOR A DISTANCE OF **848.08** FEET, BACK TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT OF LAND, CONTAINING 25.01 ACRES, MORE OR LESS.

Basis of bearing is the Texas Coordinate System, Central Zone [4203], NAD83. All distances (U.S. Survey Feet) are grid and may be converted to ground by multiplying by an inversed combined scale factor of 1.00000426.

I, Garrett Cavaiuolo, Registered Professional Land Surveyor, hereby certify that this property description and accompanying survey drawing of even date, represent an actual survey performed on the ground in the month of March 2023.



3/22/2023

Garrett Cavaiuolo - RPLS# 6714
Garrett@MCSurveyTX.com
TBPELS FIRM# 10194678
PRJ# 0059-BP002A



LEGAL DESCRIPTION:

BEING A 25.01 ACRE TRACT OF LAND OUT OF THE STEPHEN F. AUSTIN SURVEY, ABSTRACT NUMBER 2, BASTROP COUNTY, TEXAS, AND BEING ALL OF A CALLED 25.000 ACRE TRACT, DESCRIBED TO THE CITY OF BASTROP IN VOLUME 435, PAGE 360 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 25.01 ACRE TRACT BEING FURTHER DESCRIBED BY THE ACCOMPANYING METES AND BOUNDS DESCRIPTION.

TITLE COMMITMENT NOTES:

COMMITMENT FOR TITLE INSURANCE PREPARED BY STEWART TITLE GUARANTY COMPANY, GF. NO. 1900158, EFFECTIVE DATE OF DECEMBER 4, 2022, AND ISSUED ON DECEMBER 14, 2022.

THE SURVEYOR HAS RELIED SOLELY UPON SAID TITLE COMMITMENT FOR THE DEPICTION OF EASEMENTS, RESTRICTIONS AND OTHER MATTERS AFFECTING THIS PROPERTY. NO ADDITIONAL RESEARCH WAS PERFORMED FOR THE PURPOSE OF THIS SURVEY. ITEMS LISTED ARE WORDED ACCORDING TO SAID TITLE COMMITMENT, FOLLOWED BY SURVEYORS NOTES SHOWN IN BRACKETS [].

- c. EASEMENT, RIGHT OF WAY AND/OR AGREEMENT BY AND BETWEEN A. G. FAYKUS AND PETER A. FAYKUS AND LO-VACA GATHERING COMPANY, BY INSTRUMENT DATED 11/15/1963, FILED 1/2/1964, RECORDED IN/UNDER VOLUME 163, PAGE 308, OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS. [SHOWN HEREON]
- d. EASEMENT, RIGHT OF WAY AND/OR AGREEMENT BY AND BETWEEN PETER A. FAYKUS AND A. G. FAYKUS AND LO-VACA GATHERING COMPANY, BY INSTRUMENT DATED 12/5/1968, FILED 12/13/1968, RECORDED IN/UNDER VOLUME 188, PAGE 485, OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS. [SHOWN HEREON]
- e. EASEMENT, RIGHT OF WAY AND/OR AGREEMENT BY AND BETWEEN WILLIAM P. WALKER AND LINDA S. W. ORLANDO, COINDEPENDENT EXECUTORS OF THE ESTATE OF UBEA WALKER, DECEASED AND THE CITY OF BASTROP, TEXAS, BY INSTRUMENT DATED 9/19/1986, FILED 9/22/1986, RECORDED IN/UNDER VOLUME 435, PAGE 364, OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS. [SHOWN HEREON]
- f. EASEMENT, RIGHT OF WAY AND/OR AGREEMENT BY AND BETWEEN CITY OF BASTROP AND COUNTY OF BASTROP, TEXAS, BY INSTRUMENT DATED 6/8/2021, FILED 6/25/2021, RECORDED IN/UNDER CLERK'S FILE NO. 202113217, OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS. [SHOWN HEREON]

CONTROL NOTE:

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE (4203), NORTH AMERICAN DATUM 1983 (NAD83), NAVD88, GEIOD18. ALL COORDINATE VALUES AND DISTANCES SHOWN ARE GRID VALUES AND MAY BE CONVERTED TO GROUND BY MULTIPLYING BY AN INVERSED COMBINED SCALE FACTOR OF 1.00000426. UNITS: US SURVEY FEET.

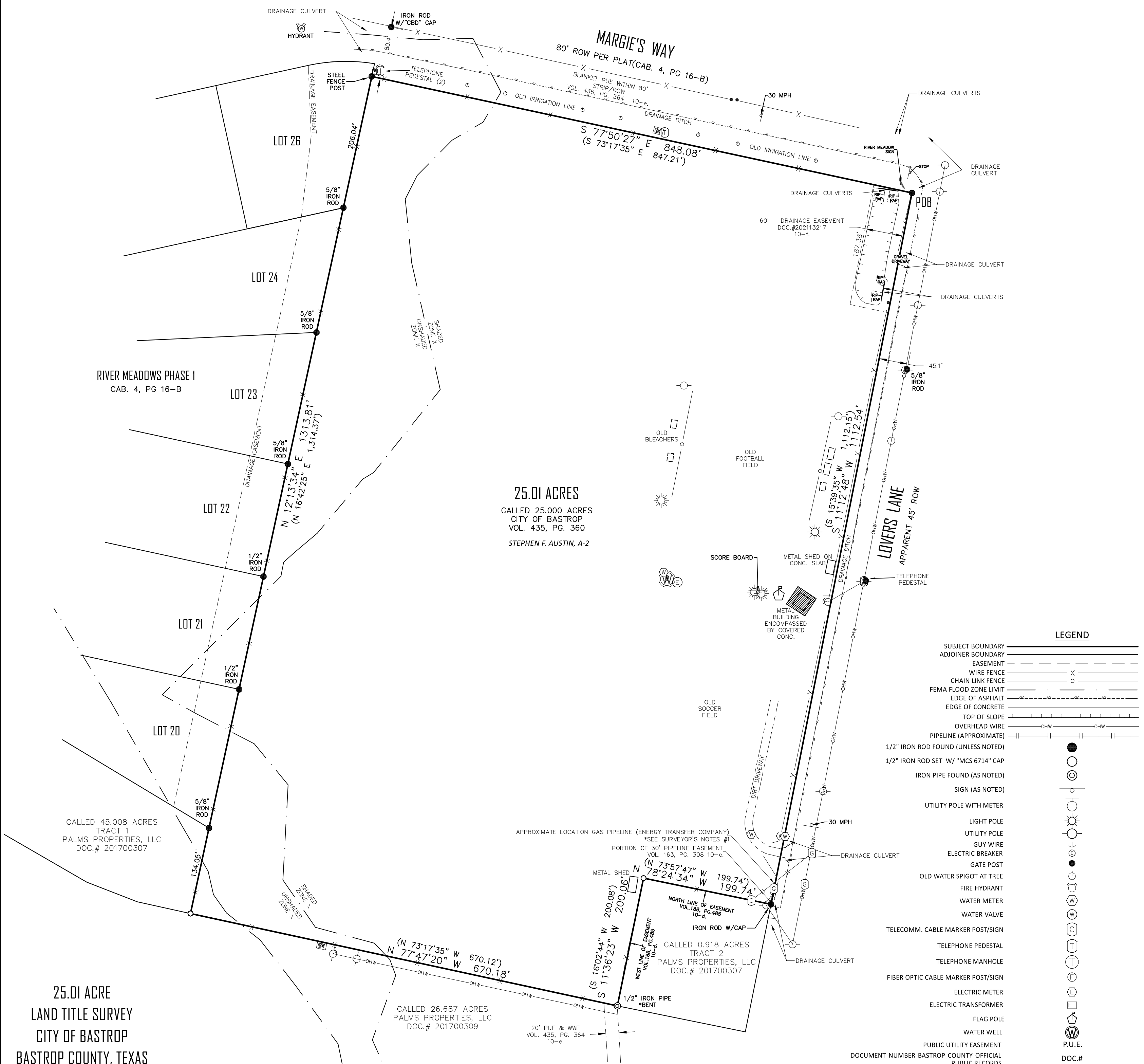
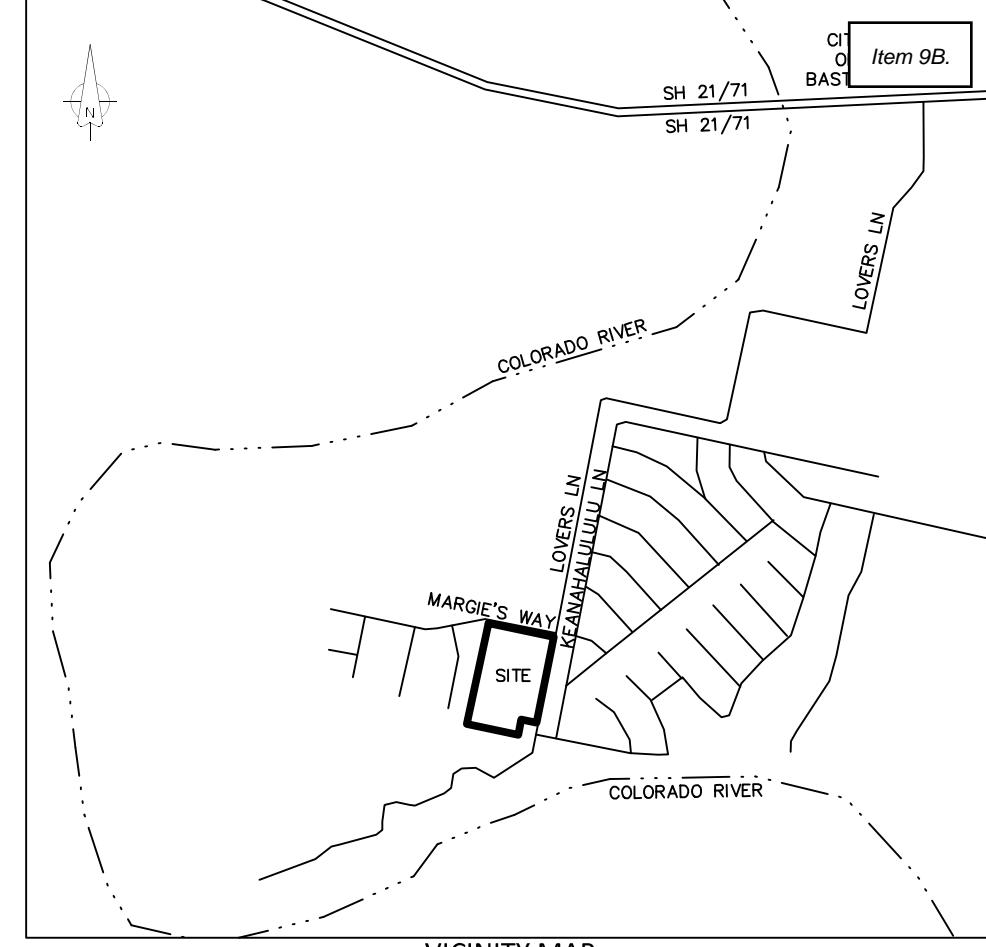
FLOODPLAIN NOTE:

PER FEMA, A PORTION OF THIS PROPERTY (AS SHOWN HEREON) IS LOCATED WITHIN "SHADED ZONE X", AS SHOWN ON F.I.R.M. PANEL NO.48021C0355E, BASTROP COUNTY, TEXAS DATED 01/19/2006. PER FEMA, SHADED ZONE X IS A FLOOD HAZARD AREA, LOCATED WITHIN THE 0.2% ANNUAL CHANCE OF FLOOD.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

SURVEYOR'S NOTES:

1. APPROXIMATE LOCATION OF ENERGY TRANSFER COMPANY GAS PIPELINE BASED UPON FOUND PIPELINE MARKERS, APPARENT RIGHT OF WAY, AND TEXAS RAILROAD COMMISSION MAPPING. NO SUPPORTING EASEMENT DOCUMENT PROVIDED. A MINIMUM OF A 50' RIGHT OF WAY/ BUFFER IS SUGGESTED WITHOUT FURTHER EVIDENCE OR CONFIRMATION OF RIGHT OF WAY WIDTH FROM THE PIPELINE COMPANY (ENERGY TRANSFER COMPANY).



25.01 ACRE
LAND TITLE SURVEY
CITY OF BASTROP
BASTROP COUNTY, TEXAS

Date: 3/22/2023 | GF No. 1900158
Job# 0059-BPO02A | Scale: 1"=100' | Size: 18x24
Address: LOVERS LN @ MARGIE'S WY | Drawn By:
City: BASTROP, TX | Zip: 78802 | JWB

Rev: -
Rev: -

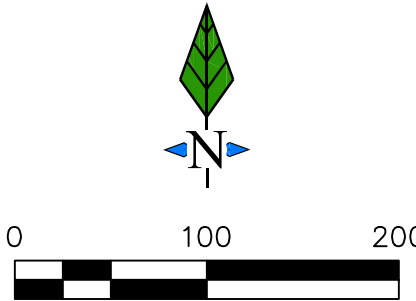
79 S. Wynmoak Cir. Spring, TX 77382
Mobile: 737-202-8333
Email: Garrett@mcsurveytx.com
www.MCSurveyTX.com
TBPES FIRM # 10194678



SURVEYOR'S CERTIFICATE:
TO: VISARA HOLDINGS, LLC; STEWART TITLE GUARANTY CO.

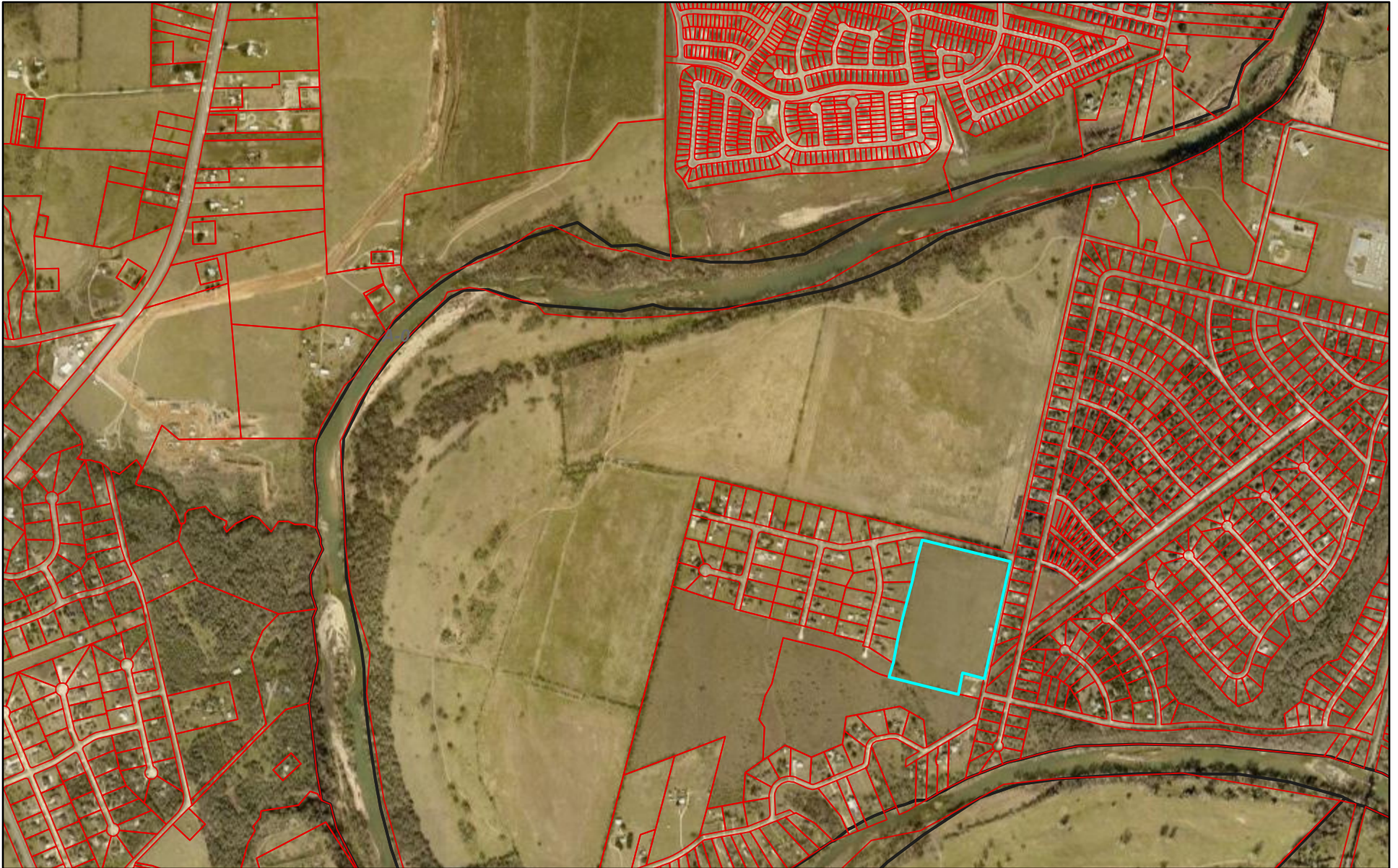
I HEREBY CERTIFY THIS SURVEY WAS MADE ON THE GROUND, AND THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A CONDITION LAND TITLE SURVEY.

GARRETT CAVAIUOLO
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6714
TBPES FIRM REG. NO. 10194678





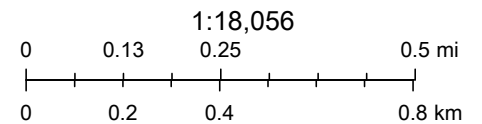
Lovers land 25 acre annexation map

Item 9B.



8/3/2023, 1:37:57 PM

-  Abstracts
-  Parcels



© OpenStreetMap (and) contributors, CC-BY-SA

Bastrop County Appraisal District, BIS Consulting - www.bisconsulting.com

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

**EXHIBIT B
MUNICIPAL SERVICES PLAN**

MUNICIPAL SERVICES PLAN FOR THE COLORADO RIVER

This Municipal Services Plan (“**Plan**”) is created on this 8th day of August 2023 by the City of Bastrop, Texas, a home rule municipality of the State of Texas (“**City**”).

RECITALS

Per Section 43.013 of the Texas Local Government Code, a municipality may annex a navigable stream.

WHEREAS, the City of Bastrop tract occupies land north of the proposed city limits, situated in Bastrop County, Texas, which consists of approximately 25.00 acres of land situated in the City’s extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference (“**Property**”);

WHEREAS, Visara Holdings LLC has entered into a Sales Agreement with the City pursuant to Section 212.172 of Texas Local Government Code (“**Sales Agreement**”), is voluntarily requesting full-purpose annexation of the Property south of the Colorado River;

WHEREAS, City services to be provided for the Property on or after the effective date of annexation;

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Plan is only applicable to the Property, more specifically described in Exhibit A.
2. **INTENT.** It is the intent of the City that this Plan provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
3. **MUNICIPAL SERVICES.** Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Plan, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City’s infrastructure extension policies and developer or property owner participation in accordance with applicable City ordinances, and all approved rules, regulations, and policies.

The City hereby declares the following services to be made available to the Property and its Owner(s):

- a. **Police Services.** The City provides municipal police protection through a City Police Department and will provide the service to the area once annexed.
- b. **Fire Services.** This area is within the ESD #2 Service Area. The City of Bastrop Fire Department will provide aid through the Automatic Aid Agreement with ESD #2. Radio response for Emergency Medical Services will be provided with the present personnel and equipment.
- c. **Building Inspection/Code Enforcement Services.** The City of Bastrop will provide building inspection and code enforcement services upon annexation.
- d. **Libraries.** Bastrop Public Library provides library services.
- e. **Environmental Health & Health Code Enforcement.** Complaints of ordinance or regulation violations within this area will be answered and investigated by City personnel, beginning with the effective date of the annexation ordinance.
- f. **Planning & Zoning.** The planning and zoning jurisdiction of the City will be extended to this area on the effective date of the annexation ordinance. Per the Bastrop Building Block (B³) Code, Section 2.3.003 “Zoning Upon Annexation” the property will be zoned Place Type P2- Rural and will extend the closest Character District Pine Village and developed in accordance with these designations. All services provided by the City will be extended to the area on the effective date of the annexation ordinance.
- g. **Parks & Recreation.** All services and amenities associated with the City’s Parks and Recreation activities will extend to this area on the effective date of the annexation ordinance.
- h. **Street & Drainage Maintenance.** The City will provide street and drainage maintenance to public streets in the area in accordance with standard City policy as the area develops.
- i. **Street Lighting.** The City will provide street lighting to the area in any public right-of-way in accordance with standard City Policy as the area develops.

- j. Traffic Engineering.** The City will provide, as appropriate, street names signs, traffic control devices, and other traffic system design improvements to the area.
- k. Sanitation/Solid Waste Collection & Disposal.** The City does not directly provide municipal sanitation/solid waste collection and disposal services. However, the City has granted an exclusive franchise for these services to Progressive Waste Solutions of TX d/b/a Waste Connections of Texas, which will be notified of all newly-annexed parcels.
- l. Water Service.** The area to be annexed will be served water by the City of Bastrop. Extension of services to serve the site will be at the Owner's expense.
- m. Sewer Service.** The area to be annexed will be served by wastewater service by the City of Bastrop. Extension of services to serve the site will be at the Owner's expense.
- n. Miscellaneous.** All other applicable municipal services will be provided to the area in accordance with policies established by the City.

It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

The City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

- 5. SCHEDULE.** Due to the size, and vacancy of the Property and the presence of the Colorado River, there is no schedule for the development of the Property.
- 6. AUTHORITY.** City represents that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Plan.
- 7. SEVERABILITY.** If any term or provision of this Plan is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Plan shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Plan a legal, valid or enforceable term or provision as similar as possible to the term

or provision declared illegal, invalid or unenforceable.

8. **INTERPRETATION.** The Parties to this covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The Parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
9. **GOVERNING LAW AND VENUE.** This Plan and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Plan are performable in Bastrop County, Texas such that exclusive venue for any action arising out of this Plan shall be in Bastrop County, Texas.
10. **NO WAIVER.** The failure of either Party to insist upon the performance of any term or provision of this Plan or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
11. **GOVERNMENTAL POWERS.** It is understood that by execution of this Plan, the City does not waive or surrender any of its governmental powers or immunities.
12. **COUNTERPARTS.** This Plan may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
13. **CAPTIONS.** The captions to the various clauses of this Plan are for informational purposes only and shall not alter the substance of the terms and conditions of this Plan.
14. **PLAN BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Plan is binding on and inures to the benefit of the Parties, their successors, and assigns. The term of this Plan constitutes covenants running with the land comprising the Property and is binding on the Owner.
15. **ENTIRE PLAN.** It is understood and agreed that this Plan contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements or understandings between the Parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Plan exist. This Plan cannot be changed or terminated orally.

[The remainder of this page intentionally left blank.]

EXECUTED in multiple originals, and in full force and effect as of the Effective Date.

CITY:

City of Bastrop, Texas
a Texas home-rule municipal corporation

Attest:

By: _____
Name: Ann Franklin
Title: City Secretary

By: _____
Name: Sylvia Carrillo
Title: City Manager

THE STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me on this ____ day of _____, 2023, by Paul A. Hofmann, City Manager of the City of Bastrop, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas



Staff Report

MEETING DATE: August 8, 2023

TITLE:

Consider action to approve the first reading of Ordinance No. 2023-26 of the City Council of the City of Bastrop, Texas, annexing a tract of land described as 169.773 acres of land out of the Nancy Blakey survey, Abstract No. A98, located south of state highway 71 and east of Farm-to-Market Road 20, as shown in Exhibit "A"; providing for findings of fact, adoption, repealer, severability, filing and enforcement; establishing an effective date; and providing for proper notice and meeting; and move to include on the August 22, 2023, meeting for second reading.

AGENDA ITEM SUBMITTED BY:

Trey Job, Assistant City Manager

BACKGROUND/HISTORY

In 2011 the City of Bastrop began annexation plan for multiple parcels west of the then city limits. The original plan included approximately 20 tracts of land. Some tracts that were proposed to be annexed requested to stay in the ETJ (extra territorial jurisdiction). Those tracts were given development agreements that postponed annexation for 45 years if the property owner continued the agricultural use. The properties could be annexed however upon the start of development, or sale of the property. Both public hearings for the property were held for the 169.773-acre tract in September of 2011. The 169.773-acre tract was sold to Palms Properties, LLC by John Dale Weaver Jr. in March of 2011. Mr. Weaver was the original owner in 2011 when the contract was signed. This tract must be annexed into the City limits prior to the adoption of any transportation impact fee approval. This tract includes proposed capital improvements and a fee cannot be assessed to capital improvements that are outside of the City Limits.

RECOMMENDATION:

Staff recommends approval of first reading of Ordinance 2023-26.

ATTACHMENTS:

- Ordinance 2023-26
- Metes and Bounds/Survey
- Municipal Annexation Service Plan

ORDINANCE 2023-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ANNEXING A TRACT OF LAND DESCRIBED AS 169.773 ACRES OF LAND OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT NO. A98, LOCATED SOUTH OF STATE HIGHWAY 71 AND EAST OF FARM-TO-MARKET ROAD 20, AS SHOWN IN EXHIBIT A; PROVIDING FOR FINDINGS OF FACT, ADOPTION, REPEALER, SEVERABILITY, FILING AND ENFORCEMENT; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND MEETING.

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

WHEREAS, on or about May 23, 2023, John Dale Weaver, Jr. submitted a petition for voluntary annexation of the property in the area described as being 169.773 +/- acres of land out of the Nancy Blakey Survey, Abstract No. A98, located south of State Highway 71 and east of Farm-to-Market Road 20 as shown in Exhibit "A" (the "Property"), which is attached hereto and incorporated herein for all purposes; and

WHEREAS, pursuant to Texas Local Government Code Sections 43.056 and 43.0672, City Council has entered into a written agreement with the owners of land in the area for the provision of services in the area, which is attached hereto as Exhibit "B" and incorporated herein for all purposes; and

WHEREAS, in accordance with Texas Local Government Code Chapter 43, public notice was given, and a public hearing was held before the City Council regarding the requested annexation; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City 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, after consideration of public input received at the hearing, the information provided by the petitioners, and all other information presented, City Council finds it necessary and proper to enact this Ordinance.

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

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

Section 2: The property in the area described in Exhibit "A", which is attached hereto and incorporated herein for all purposes, is hereby annexed and brought into the municipal boundaries (i.e., corporate limits) of the City of Bastrop, Texas, and is made an integral part, hereof. The Property shall be designated as a P2 Rural Zoning District. The official map and boundaries of the City are hereby amended and revised so as to include the area annexed.

A service plan prepared in accordance with applicable provisions of state law pertaining to annexation is attached hereto as Exhibit "B" and incorporated herein for all intents and purposes. The owners and inhabitants of the area herein annexed are entitled to all of the rights and privileges of other citizens of the City and are hereby bound by all acts, ordinances and other legal actions now in full force and effect and those that may be hereafter adopted or enacted.

Section 3: All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

Section 4: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

Section 5: The City Secretary is hereby instructed to include this Ordinance in the records of the City and to have maps prepared depicting the new municipal boundaries. The City Secretary is hereby instructed to file a certified copy of this Ordinance and the updated maps with the Bastrop County Clerk and any other entities as required by law.

Section 6: The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance. Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

Section 7: This Ordinance shall be effective immediately upon passage and publication.

Section 8: 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.

[Signatures on following page]

READ & APPROVED on First Reading on this the 8th day of August, 2023.

READ & ADOPTED on the Second Reading on this the ___ day of August, 2023.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit "A"
DESCRIPTION OF AREA TO BE ANNEXED

Exhibit "B"
ANNEXATION SERVICE PLAN



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

169.971 ACRES
BASTROP COUNTY, TEXAS

EXHIBIT "A"

A DESCRIPTION OF A 169.971 ACRES IN THE NANCY BLAKEY SURVEY, A-98 IN BASTROP COUNTY, TEXAS, BEING A PORTION OF A CALLED 391.394 ACRE TRACT CONVEYED TO JOHN DALE WEAVER IN A SPECIAL WARRANTY DEED DATED MARCH 31, 2009, AND RECORDED IN VOLUME 1903, PAGE 237, OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS (OPRBCT), SAVE AND EXCEPT THEREFROM, THAT CERTAIN 0.013 ACRE TRACT CONVEYED BY DEED WITHOUT WARRANTY RECORDED IN DOCUMENT NO. 201903110, OPRBCT; SAID 169.971 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the southeast right-of-way line of F.M. Highway No. 20 (100' right-of-way width), being a northwest corner of said 391.394 acre tract, being also the southwest corner of a 42.697 acre tract described in Volume 2297, Page 496, Deed Records, Bastrop County, Texas (DRBCT);

THENCE with the common line of said 391.394 acre tract and said 42.697 acre tract, the following three (3) courses and distances:

1. North 87°42'33" East, a distance of 2581.84 feet to a 1/2" rebar with "Chaparral" plastic cap found for the southeast corner of said 42.697 acre tract;
2. North 00°51'41" West, a distance of 793.29 feet to a 1/2" rebar found;
3. North 04°22'25" West, a distance of 773.46 feet to a 1/2" rebar with "Chaparral" plastic cap set in the south right-of-way line of State Highway No. 71 (right-of-way width varies), being a northwest corner of said 391.394 acre tract, being also the northeast corner of said 42.697 acre tract, from which a rebar with illegible plastic cap found, bears North 01°22'25" West, a distance of 0.36 feet and additional 1/2" rebar found, bears North 82°05'52" West, a distance of 0.45 feet;

THENCE North 87°46'17" East, with the south right-of-way line of State Highway No. 71 and the north line of said 391.394 acre tract, at a distance of 410.76 feet passing a rebar with "TXDOT" aluminum cap found, and continuing for a total distance of 710.76 feet to a cotton spindle with washer set at the intersection of the south right-of-way line of State Highway No. 71 and the west right-of-way line of Bear Hunter Drive (40' right-of-way width) as shown on Bear Hunter Drive Phase 1, a subdivision of record in Cabinet 5, Slide 120-A, Plat Records, Bastrop County, Texas (PRBCT), Hunters Crossing Section Seven B, a subdivision of record in Cabinet 5, Slide 113-A, PRBCT, Hunters Crossing Section Four B, a subdivision of record in Cabinet 4, Slide 187-A, PRBCT, and Hunters Crossing Section Three G, a subdivision of record in Cabinet 5, Slide 11-A, PRBCT, being also a northeast corner of said 391.394 acre tract, from which a rebar with "TXDOT" aluminum

143-023-TR1-NORTH.docx

EXHIBIT "A"

cap found in the south right-of-way line of State Highway No. 71, bears North 87°46'17" East, a distance of 720.01 feet;

THENCE South 01°03'03" East with the west right-of-way line of Bear Hunter Drive and the east line of said 391.394 acre tract, passing a rebar with "TJ Dodd 1882" plastic cap found at a distance of 2271.70 feet and continuing for a total distance of 3241.75 feet to a rebar with illegible plastic cap found for the southwest termination of Bear Hunter Drive, being on or near the north line of the Mozea Rouseau Survey, A-56, and the south line of said Nancy Blakey Survey, A-98;

THENCE South 88°00'01" West, crossing said 391.394 acre tract, generally along said survey lines, a distance of 3936.56 feet to a fence post found for a reentract corner of said 391.394 acre tract;

THENCE South 87°16'48" West with the south line of said 391.394 acre tract, a distance of 331.20 feet to a fence post found in the southeast right-of-way line of F.M. Highway No. 20, from which a 1/2" rebar found, bears North 67°27'37" East, a distance of 1.15 feet;

THENCE North 29°08'16" East with the southeast right-of-way line of F.M. Highway No. 20 and the northwest line of said 391.394 acre tract, a distance of 1942.87 feet to the **POINT OF BEGINNING**, containing 169.971 acres of land, more or less.

Surveyed on the ground January 2, 2017, January 26, 2019, and February 11, 2019.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, US Survey Feet.

Attachments: Drawing 143-023-TR1-NORTH

Bryan D. Newsome
12 March 2019
Bryan D. Newsome
Registered Professional Land Surveyor
State of Texas No. 5657
T.B.P.L.S. Firm No. 10124500



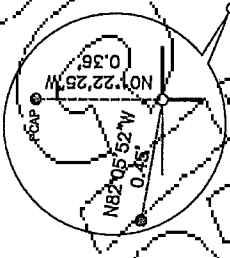
143-023-TR1-NORTH.docx

UNRECORDED

A SKETCH TO ACCOMPANY A DESCRIPTION OF A 169.971 ACRES IN THE NANCY BLAKEY SURVEY, A-98 IN BASTROP COUNTY, TEXAS, BEING A PORTION OF A 391.394 ACRE TRACT CONVEYED TO JOHN DALE WEAVER IN A SPECIAL WARRANTY DEED DATED MARCH 31, 2009; AND RECORDED IN VOLUME 1903, PAGE 237 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, SAVE AND EXCEPT THEREFROM, THAT CERTAIN 0.013-ACRE TRACT CONVEYED BY DEED WITHOUT WARRANTY RECORDED IN DOCUMENT NO. 201903110, OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS.



1" = 400'



STATE HIGHWAY NO. 71
{RIGHT-OF-WAY WIDTH VARIES}

N87°46'17"E 720.01'
{N87°46'32"E 719.80'}
N87°46'17"E 300.00'
N87°46'32"E 300.00'
410.76' {N87°46'32"E 410.91'}
410.76' {N87°46'32"E 410.91'}

PAUL PAPE &
BARBARA L. PAPE
SECOND TRACT
22.609 ACRES
(333/502)

MAY MUOI NGO
42.697 ACRES
(2297/496)

N87°42'33"E 2581.84'
(N89°08'18"E 2582.17')
(544/408) (2297/496)

(WEST 937 VARAS) (153/338)

N01°07'30"E 792.80'
(N00°30'41"E 773.78')
N01°22'25"W 773.46'

169.971 ACRES
JOHN DALE WEAVER
391.394 ACRES
(1903/237)

S01°02'02"E 3241.75'
(S00°38'02"W 3241.26')

BEAR HUNTER DRIVE
(40' R.O.W.)
HUNTERS CROSSING
BEAR HUNTER DRIVE
PHASE 1
(5/120-A)

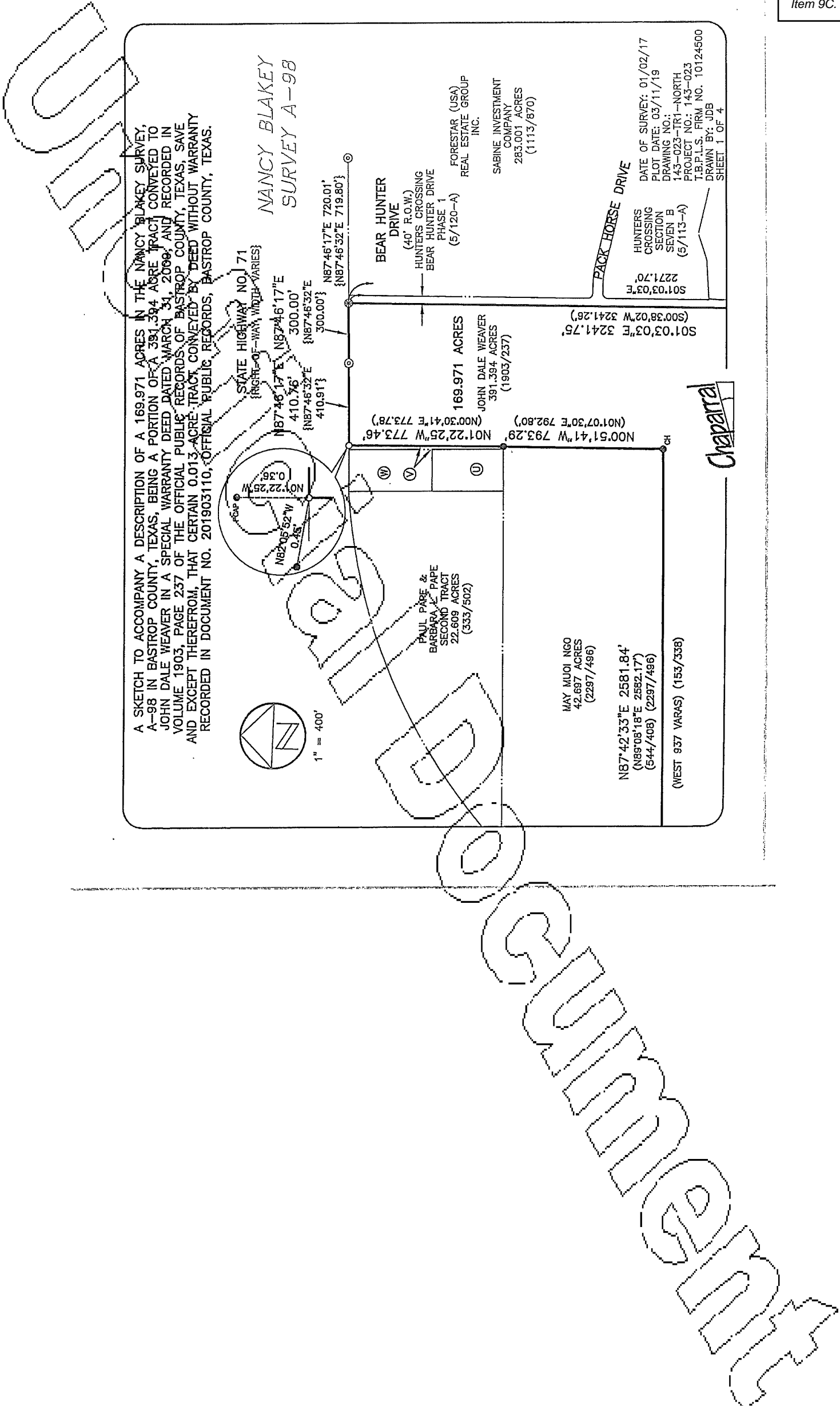
FORESTAR (USA)
REAL ESTATE GROUP
INC.
SABINE INVESTMENT
COMPANY
283,001 ACRES
(1113/870)

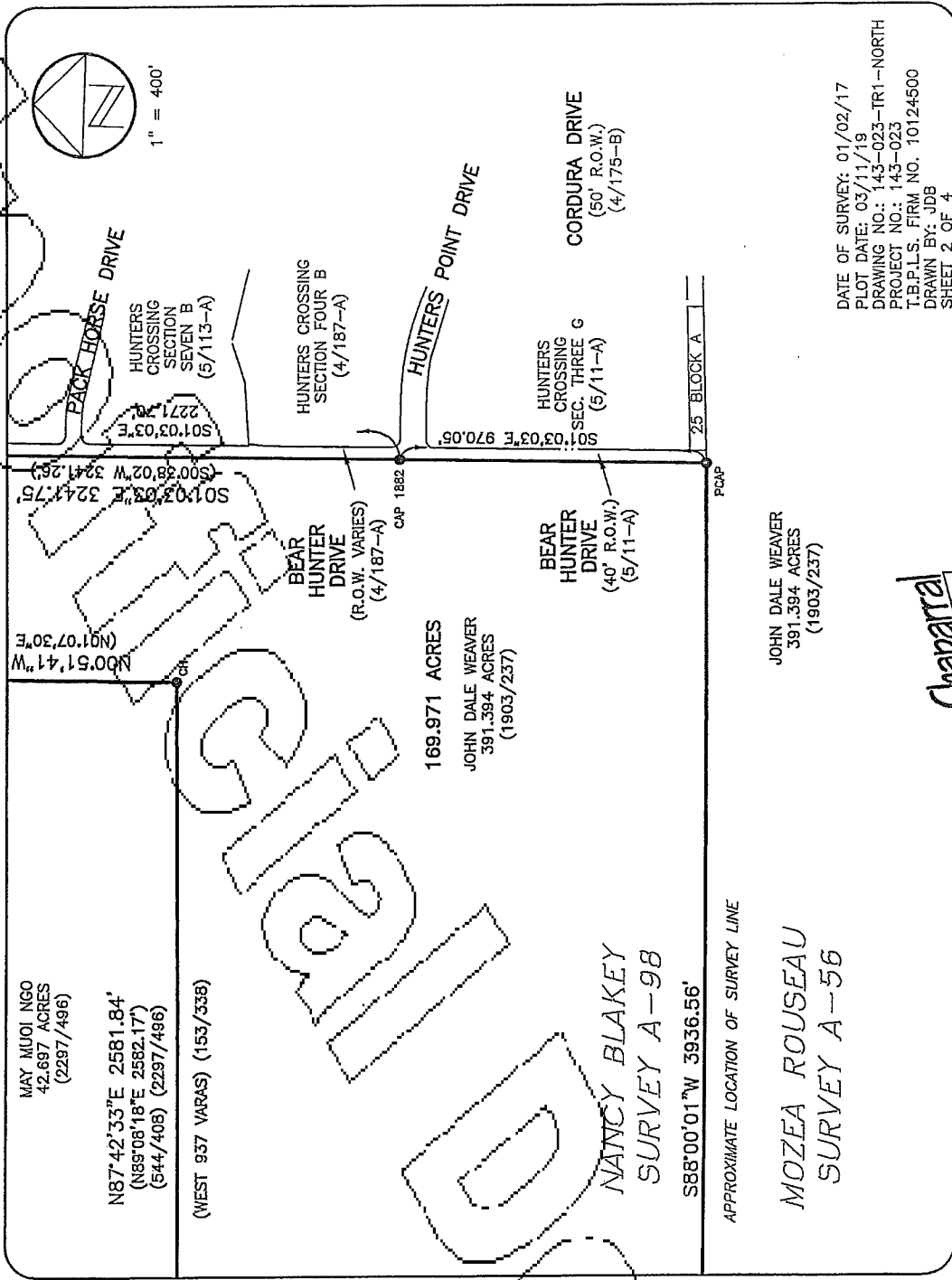
PACK HORSE DRIVE

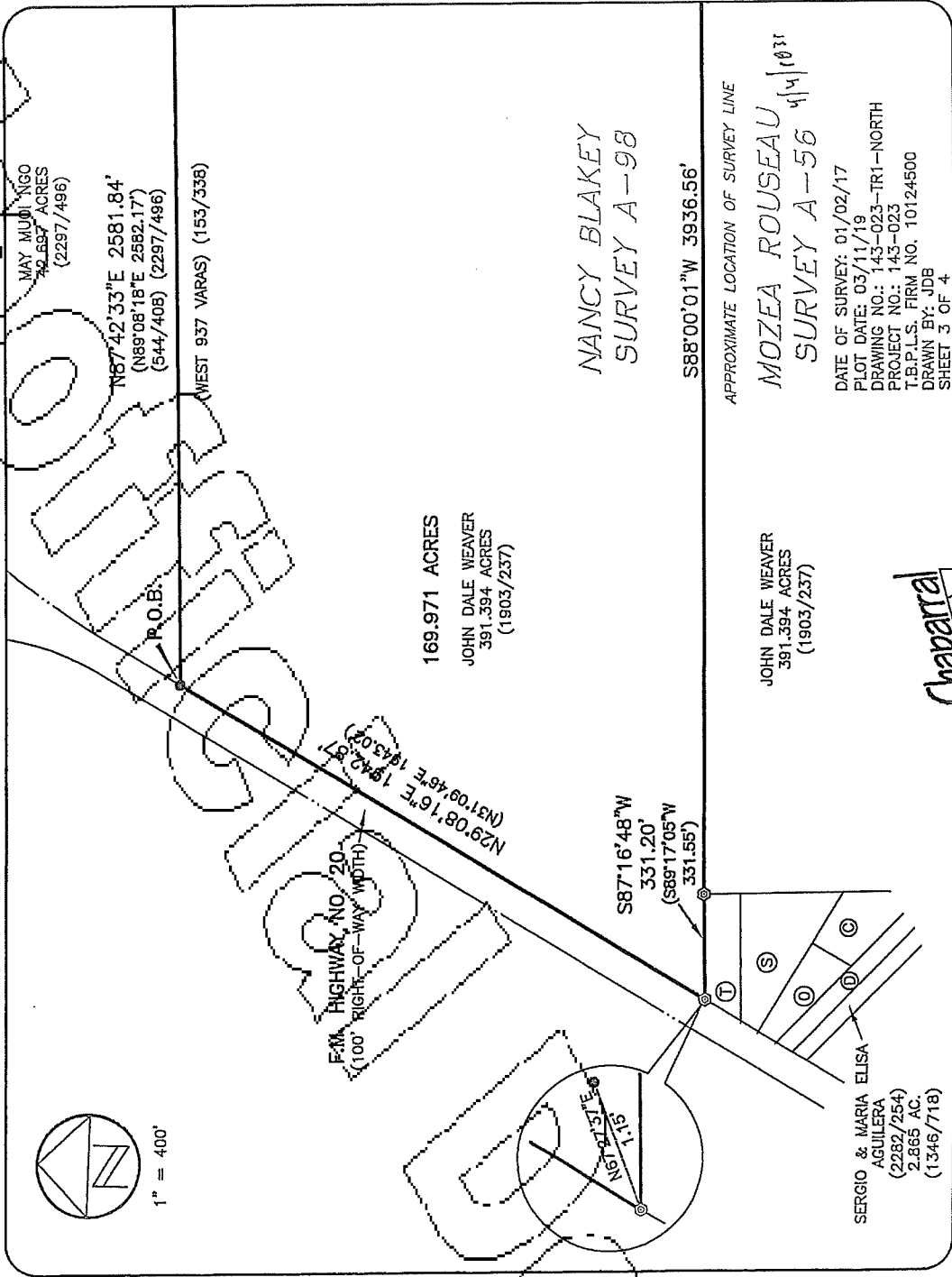
HUNTERS CROSSING SECTION SEVEN B (5/113-A)
S01°03'03"E 2271.70'

DATE OF SURVEY: 01/02/17
PLOT DATE: 03/11/19
DRAWING NO.: 143-023-TR1-NORTH
PROJECT NO.: 143-023
T.B.P.L.S. FIRM NO. 10124500
DRAWN BY: JDB
SHEET 1 OF 4

Chaparral







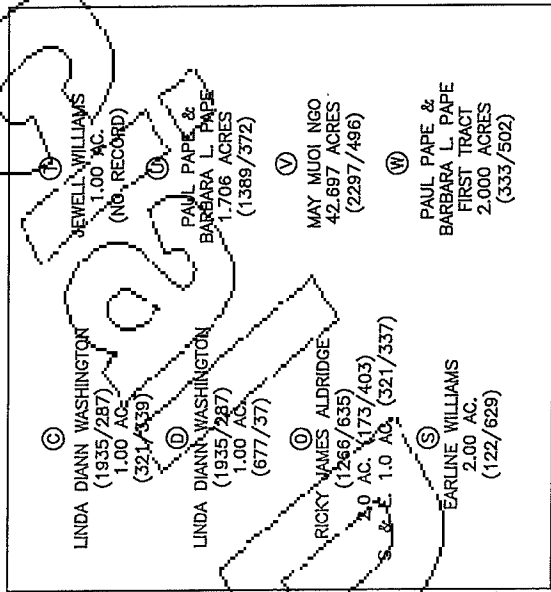
Chaparal

DATE OF SURVEY: 01/02/17
 PLOT DATE: 03/11/19
 DRAWING NO.: 143-023-TR1-NORTH
 PROJECT NO.: 143-023
 T.B.P.L.S. FIRM NO. 10124500
 DRAWN BY: JDB
 SHEET 3 OF 4

DATE OF SURVEY: 01/02/17
PLOT DATE: 03/11/19
DRAWING NO.: 143-023-TR1-NORTH
PROJECT NO.: 143-023
T.B.P.L.S. FIRM NO. 10124500
DRAWN BY: JDB
SHEET 4 OF 4

LEGEND

●	1/2" REBAR FOUND (OR AS NOTED)
○	1/2" REBAR WITH "CHAPARRAL" CAP SET
● CH	1/2" REBAR WITH "CHAPARRAL" CAP FOUND
● PCAP	REBAR WITH ILLEGIBLE PLASTIC CAP FOUND
● CAP	REBAR WITH PLASTIC CAP FOUND (RPLS NOTED)
⊙	REBAR WITH "TXDOT" ALUMINUM CAP FOUND
⊗	COTTON SPINDLE WITH "CHAPARRAL" WASHER SET
⊙	FENCE POST FOUND
()	RECORD INFORMATION
{ }	RECORD INFORMATION FROM TXDOT R.O.W. MAPS



BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, US SURVEY FEET.

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 143-023-TR1-NORTH

Chaparral

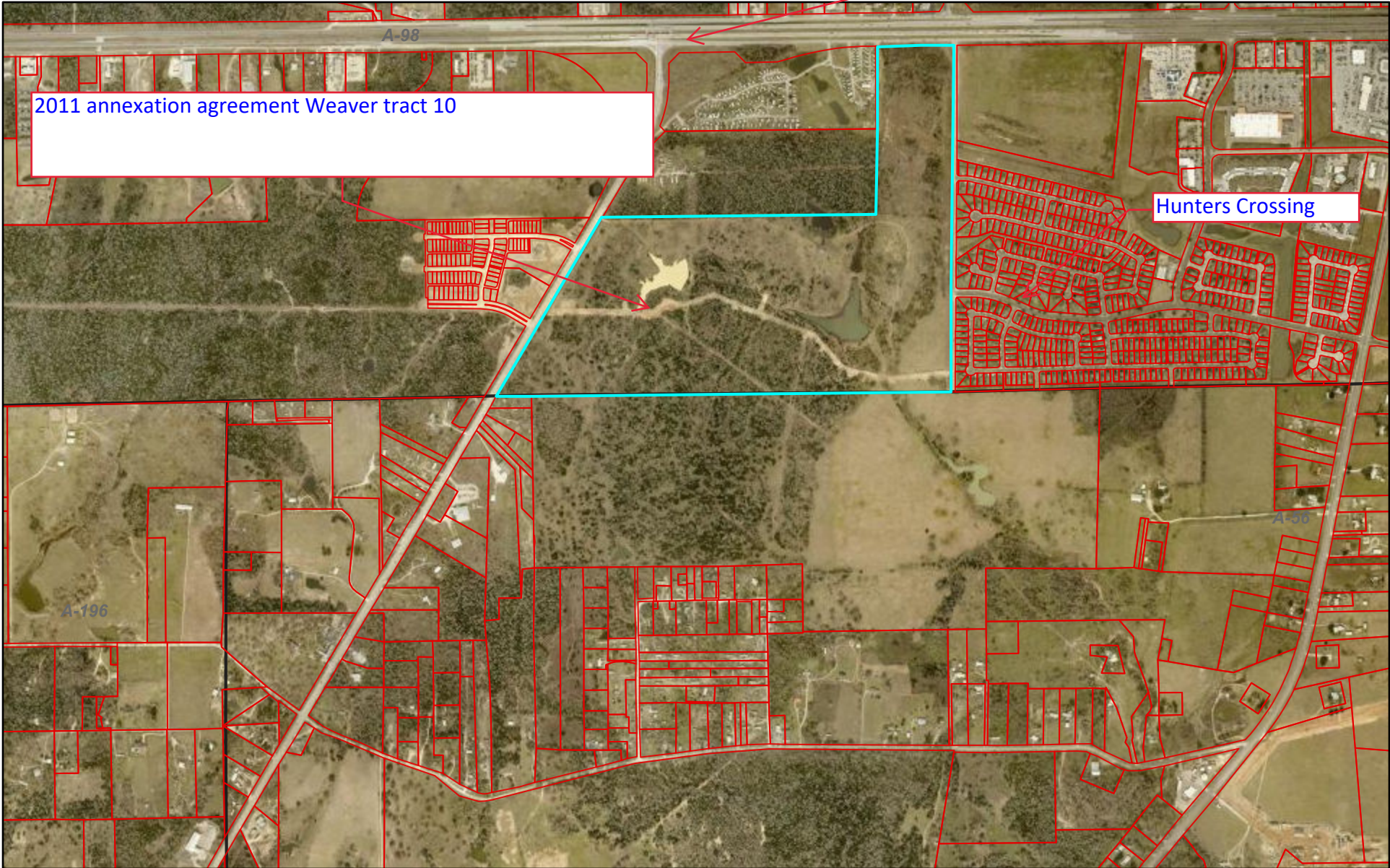
EXHIBIT "B"

1. ½ interest in and to all oil, gas, and other minerals, in, on, under or that may be produced from the Property, together with all rights relating thereto, express or implied, reserved unto the grantor in Deed executed by Ivor W. Young to John Dale Weaver and Charlotte Weaver dated December 29, 1960, recorded in Volume 153, Page 338, deed Records of Bastrop County, Texas.
2. Easement to Aqua Water Supply Corporation recorded at Volume 356, Page 916, Official Records, Bastrop County, Texas.
3. Easement to Lower Colorado River Authority recorded at Volume 103, Page 582 of the Deed Records of Bastrop County, Texas, modified in Volume 1175, Page 678 Official Public Records of Bastrop County, Texas.
4. Annexation Ordinance No. 2011-27, recorded in Volume 2108, Page 266, Official Public Records of Bastrop County, Texas.
5. Easement to City of Bastrop recorded at Volume 2222, Page 852, Official Public Records, Bastrop County, Texas.
6. Easement to City of Bastrop recorded at Volume 2222, Page 860, Official Public Records, Bastrop County, Texas.
7. Easement to West Bastrop Village, Ltd. recorded at Clerk's File No. 201604146 and corrected at Clerk's File No. 201902177, Official Public Records, Bastrop County, Texas.
8. Easement to Aqua Water Supply Corporation recorded at Clerk's File No. 201812790, Official Public Records, Bastrop County, Texas.
9. Apparent utility easements along the northern and north easterly boundary of the Property as evidenced by storm sewer manholes, underground gas/telephone markers, water meter and well location shown on the survey prepared by Bryan D. Newsome R.P.L.S. No. 5657, dated 3/1/2019.
10. Apparent utility easement as evidenced by the overhead utility lines, guy wires and poles crossing the property outside of easement areas as shown on the survey prepared by Bryan D. Newsome R.P.L.S. No. 5657, dated 3/1/2019.
11. Rights, if any, of the adjoining property owner in and to the stock pond situated across the property line as shown on the survey prepared by Bryan D. Newsome R.P.L.S. No. 5657, dated 3/1/2019.
12. Any claim, right or assertion of title by the adjoining land owner in and to that strip of land located between the property line and the fence(s) as shown on the survey prepared by Bryan D. Newsome R.P.L.S. No. 5657, dated 3/1/2019.
13. Any easement rights related to the unpaved drives extending across the property as shown on the survey prepared by Bryan D. Newsome R.P.L.S. No. 5657, dated 3/1/2019.



Bastrop CAD Web Map

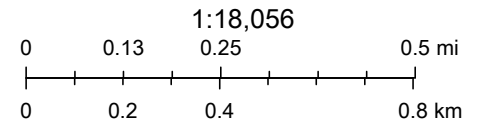
SH 71

Item 9C.



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-  Abstracts
-  Parcels



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**CITY OF BASTROP
MUNICIPAL SERVICE PLAN
FOR ANNEXATION OF +/- 169.773 ACRES IN THE A98 NANCY BLAKEY SURVEY
ADJACENT TO THE CITY OF BASTROP MUNICIPAL LIMITS**

**Owner John Dale Weaver, Jr, c/o Walters Southwest
Parcel Acreage +/-169.773 Acres**

**Number 10
R # R108532**

SERVICE PLAN NUMBER 10

INTRODUCTION

The City Council of the City of Bastrop has directed staff to proceed with procedures for the annexation of land generally comprised of the following:

Approximately 169.773 acres within the A98 Nancy Blakey Survey (Number 10) in Bastrop County., as shown on the map attached hereto as Exhibit "A". See also the list of parcels proposed for annexation identified by the Annexation 2011 Excel Spreadsheet " Parcel Number R108532 (Number 10) " attached hereto as Exhibit "B."

The area consists of undeveloped land and is agriculturally exempt. A topographical map of the area is attached hereto as Exhibit "C."

This Service Plan (the "Plan") is made by the City of Bastrop, Texas ("City") pursuant to Sections 43.056 of the Texas Local Government Code. The City hereby adopts this Plan as it relates to the annexation into the City for:

+/- 169.773 acres in the A98 Nancy Blakey Survey, see Exhibit "D."

The provisions of this Plan were made available for public inspection and explained to the public at the two public hearings held by the City on September 13, 2011 and September 27, 2011 in accordance with Section 43.056 of the LGC

TERM OF SERVICE PLAN

Pursuant to Section 43.056 of the Local Government Code, this Plan shall be in effect for a ten-year period commencing on the effective date of the ordinance approving the annexation. Renewal of the Plan shall be at the discretion of the City Council and must be accomplished by Ordinance.

INTENT

It is the intent of the City of Bastrop that services under this Plan shall provide full municipal services as required and defined by the Texas Local Government Code.

FIRE

Existing Services: ESD #2

Services to be Provided: Fire suppression will continue to be provided from ESD #2, as provided by such service provider's authorized service plans and approved areas, and as approved by the citizens in the election for ESD services for this tract. Primary fire response by ESD #2 will be provided by Bastrop Station No. 1 located on 802 Chestnut in Bastrop, Texas.

ESD #2 fire suppression services, may however, be supplemented by services provided by the Bastrop Fire Department, and ESD #1 pursuant to mutual aid and/or interlocal polices and agreements. If so, such fire response services will be provided from Bastrop Fire Department (Bastrop Station No. 2) located on 120 Corporate Drive in Bastrop, Texas or ESD #1, Still Forest Station (Bluebonnet No. 1) located on 213 Still Forest Drive in Cedar Creek, Texas, or future stations located in proximity to the annexed area. Adequate supplemental fire suppression activities by the Bastrop Fire Department may be afforded to the annexed area within City's current budget appropriation.

In addition, fire prevention activities will be provided by the City of Bastrop's Fire Marshall's office, as needed.

ESD Service areas are shown on attached Exhibit "E."

POLICE

Existing Services: Bastrop County Sheriff's Department

Services to be Provided: Currently, the area is under the jurisdiction of the Bastrop County Sheriff's Office. However, upon annexation, the City of Bastrop Police Department will extend regular and routine patrols to the area. Thus, law enforcement protection will be provided to this area in the same manner as it is currently provided to other similarly situated land within the corporate limits of the City. These services include: routine police patrols and responses to calls, handling of complaints and incident reports, service by special units, such as traffic enforcement, criminal investigations, narcotics, gang suppression and special tactics team. In addition, the City Code Enforcement and Animal Control Services will be provided by the City of Bastrop to the area, as appropriate. It is anticipated that the implementation of City's Police Department, Animal Control and Code Enforcement activities can be effectively accommodated within the City's current budget and staff appropriation.

EMERGENCY MEDICAL SERVICE

Existing Services: Bastrop County/Guardian EMS

Services to be Provided: Bastrop County/Guardian EMS will continue to provide emergency and safety services to the annexation area, pursuant to existing agreements.

BUILDING INSPECTION

Existing Services: None

Services to be Provided: Upon annexation, the City of Bastrop's Building Inspection Department will provide Building Code Enforcement Services. These services will include: issuing building permits, as well as issuing electrical, HVAC and plumbing permits, for any new construction and remodeling. Upon annexation, the Building Inspection Department will also assist in issuance and enforcement activities related to all other applicable City of Bastrop Codes and regulations which apply to building construction within the City of Bastrop. It is anticipated that the implementation of City's Building Inspection Department activities can be effectively accommodated within the City's current budget and staff appropriation.

PLANNING AND ZONING - SUBDIVISION AND DEVELOPMENT

Existing Services: None

Services to be Provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Bastrop Zoning Ordinance will extend to this area on the effective date of the annexation. The annexed tract will also continue to be regulated under the requirements of the City of Bastrop Subdivision Ordinance. These services can be provided within the department's current budget. The Plan's services include: site plan review, zoning approvals, sign regulations, platting and construction services. For a complete list and description of all Planning, Zoning, Subdivision and Development services that will be provided by the City, see the City's Code of Ordinances, Chapter 10 and Chapter 14. It is anticipated that the implementation of these activities can be effectively accommodated within the City's current budget and staff appropriation.

LIBRARY

Existing Services: City

Services to be Provided: Upon annexation, The City of Bastrop's municipal library use privileges will continue to be provided by the City to persons residing in the annexed area. It is anticipated that the implementation of these Library activities can be effectively accommodated within the City's current budget and staff appropriation.

HEALTH CODE SERVICE

Existing Services: Bastrop County

Services to be Provided: Upon the effective date of the annexation, the Bastrop County Health Department will continue to oversee the enforcement of the State, County and City of Bastrop's health ordinances and regulations, for example those related to inspections of commercial kitchens, mobile food vendors, food preparation establishments and handling operations.

The City will perform other Code Enforcement of the City of Bastrop's health and sanitation ordinances and regulations, including but not limited to weed, brush control, and control over

junked and abandoned vehicles, will be provided by the City's Code Enforcement Department, Police Department and shall begin in this area of the effective date of the annexation. Additionally, the City's control of dilapidated structures will be handled by the City pursuant to its regulations and Code. It is anticipated that the implementation of these activities can be effectively accommodated within the City's current budget and staff appropriation.

STREET

Existing Services: State of Texas ("TxDOT") and Bastrop County

Services to be Provided: Upon annexation, the City of Bastrop's Public Works Department will maintain public streets over which the City has jurisdiction. Maintenance to the street facilities will continue to be provided in accordance with the City's policies and procedures for City streets and roadways. Bastrop County shall continue to be responsible for County Roads, and TxDOT shall continue to be responsible for State of Texas highways and farm to market roadways, pursuant to their statutory authorities.

As new subdivisions and development occurs within the annexed area, the developers of property will be required to construct City streets in accordance with the City of Bastrop's Subdivision Code, regulations and policies that are in place at the time of the development. Upon completion of, dedication to, and the City's acceptance of new streets and public rights-of-way the City, the City shall provide on-going operation and maintenance for those streets, rights-of ways and roadways. Emergency street maintenance to street facilities not otherwise maintained by the County or TxDOT, under their respective governmental authority, will be provided by the City, as of the effective date of the annexation. Routine maintenance of City streets and roadways will be scheduled as part of the City's annual street maintenance program, in accordance with the current policies and procedures of the City. It is anticipated that the implementation of these activities can be effectively accommodated within the City's current budget and staff appropriation.

STORM WATER MANAGEMENT

Existing Services: Bastrop County

Services to be Provided: Upon annexation, the City Public Works Department and Planning and Development Department will provide maintenance on existing public drainage systems and floodplain management in the annexed areas. . The same standard of drainage maintenance and floodplain regulations provided to other residents of the City, as per the City's regulations and Code in affect at the time of development, shall be provided to property owners within the annexed area. Developers will provide storm water drainage and meet floodplain requirements as per the City's Code, regulations and policies, and such facilities will be inspected by the City's Engineer at the time of completion of such facilities. The City will maintain public drainage facilities within the City right-of-way, as per the City's Code, regulations and policies. It is anticipated that the implementation of these activities can be effectively accommodated within the City's current budget and staff appropriation.

STREET LIGHTING

Existing Services: None

Services to be Provided: Upon annexation, the City of Bastrop will maintain public street lighting over which the City has jurisdiction, and as part of this municipal service, will coordinate any request for improved street lighting with the appropriate and certificated electric provider, in accordance with State and local laws, and the City's and other providers' policies and agreements. It is the policy of the City of Bastrop that adequate street lighting for the protection of the public and property be installed in all new subdivisions. Installation procedures and acceptable standards for street lights shall be governed by the utility standards of the City of Bastrop in effect at the time of subdivision construction or additions thereto. It is anticipated that the implementation of these activities can be effectively accommodated within the City's current budget and staff appropriation.

WATER SERVICE

Existing Services: Aqua Water Supply Corporation

Services to be Provided: Water service to the area will be provided by Aqua Water Supply Corporation and/or in accordance with the applicable State law and City Codes, regulations and/or policies applicable to the certified service areas. When property develops, water service shall be provided in accordance with State law or contractual agreements in affect and controlling the areas to be served. When applicable, extension of City services by the Developer or the City shall comply with the City's Code, regulations and policies. Extensions of another provider's facilities shall be done in accordance with the regulations of the authorized provider, and may also include infrastructure that meets certain City requirements. It is anticipated that the implementation of these activities can be effectively accommodated within the City's current budget and staff appropriation.

Water CCN area is shown on attached Exhibit "F."

SANITARY SEWER SERVICE/WASTEWATER SERVICE

Existing Services: None – On Site Septic Facilities

Services to be Provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable State and local regulations and policies and in accord with all applicable laws, and Codes. As property develops in the future, the sanitary sewer service shall be provided in accordance with the then existing City policies, Codes, regulations and policies in affect at that time and as applicable to similarly situated tracts located within the City's corporate limits, including, when applicable the City's then existing extension Ordinance and/or policy.

Wastewater CCN area is shown on attached Exhibit "G."

SOLID WASTE SERVICES

Existing Services: Varies, by contract.

Services to be Provided: If, at the date of annexation, controlling private solid waste service contracts are in place between property owners and service providers within the annexed area, property owners may elect to continue to have such services pursuant to the contracts for up to 2 years following annexation. At the end of two years or earlier if desired by the property owners, solid waste services to the area will be provided as per the City's then existing franchises, contracts or agreements. At this time, solid waste collection in the City of Bastrop is provided by Allied Waste, pursuant to a franchise ordinance controlling the terms of such service. Solid waste collection and disposal services shall comply with existing City policies, and regulations. City of Bastrop services available for the City's residential customers (via Allied Waste) currently includes garbage, recycling, and yard trimmings collection. It is anticipated that the implementation of these activities can be effectively accommodated within the City's current budget and staff appropriation.

PARKS AND RECREATION:

Existing Services: None

Services to be Provided: No City parks, playgrounds, and/or swimming pools exist within the proposed annexation area, as of the time of annexation. At the time such parks and recreational facilities are developed in the annexed area, the City of Bastrop's standards and policies in force within the City limits at that time will be followed in maintaining and expanding recreational facilities to serve the annexed area. Upon annexation, the owners and residents of property located within the annexed area shall be entitled to the use of all City of Bastrop parks and recreational facilities, subject to the same restrictions, fees, and availability that pertains to the use of those facilities by other citizens of the City. It is anticipated that the implementation of these activities can be effectively accommodated within the City's current budget and staff appropriation.

BUSINESS LICENSES AND REGULATIONS

Existing Services: None

Services to be Provided: At the time of annexation, existing businesses shall be grandfathered for continuing operation. Otherwise, upon annexation, the provisions of Chapter 4 of the City Code of Ordinances relating to business licenses and regulations (Carnivals Circuses and Other Exhibitions; Electrician's Licenses; Gross Receipts Charge or Street Rental; Peddlers and Solicitors; Taxicabs, Buses and Other Vehicles for Hire; Horse Drawn Carriages and other Non-Motorized Vehicles for Hire; Sexually Oriented Businesses; and Alcoholic Beverages) shall apply in the annexed area. It is anticipated that the implementation of these activities can be effectively accommodated within the City's current budget and staff appropriation.

ELECTRIC SERVICE:

Existing Services: Bluebonnet Electric Cooperative

Services to be Provided: Bluebonnet Electric will continue to provide electric utility service to all areas in which it is the authorized provider, pursuant to its authority granted by the State and/or the Public Utility Commission of Texas.

Bluebonnet's Electric CCN area is shown on attached Exhibit "H."

TRAFFIC ENGINEERING:

Existing Services: None

Services to be Provided: The City of Bastrop's Public Works Department will provide, after the effective date of annexation, any additional traffic control devices as may be deemed necessary by the City.

Traffic engineering, upon development in the annexed areas, shall comply with City of Bastrop Codes, regulations and policies in affect at that time. It is anticipated that the implementation of these activities can be effectively accommodated within the City's current budget and staff appropriation.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of Bastrop's established policies governing extension of municipal services to newly annexed and similarly situated areas.

CAPITAL IMPROVEMENTS, AVAILABILITY AND LEVEL OF SERVICES

The areas annexed in 2011 will be included with all other areas of the City for future planning for any new or expanded facilities, functions and service to be funded by future capital improvements programs of the City. The priorities assigned by these plans are driven by a desire to maintain an equitable level of service to all areas of the City, with the same population density, land use and topographical characteristics, and in accord with State and local laws.

Nothing in this plan shall require that the City provide a uniform level of municipal service to each area of the City, including annexed areas, if difference characteristics of topography, land use, and population densities are sufficiently distinct to justify a different level of service by the City, or when other service providers areas of service and/or other existing and contractual agreements provide for such service.

AMENDMENTS

The City Council may amend the Service Plan to conform to the changed conditions or subsequent occurrences pursuant to the Texas Local Government Code or accommodate significant changes in the population and density characteristics of the 2011 Annexation Area.

USE OF PROPERTY

In accordance with Texas Local Government Code Section 43.002, Continuation of Land Use, all legal uses of property in the 2011 Annexation Area shall be allowed by the City to continue in the manner in which the property was being used on May 23, 2003.

CONFLICTS

In the event that any provision of this Service Plan conflicts with any other plan, comprehensive plan, or program of the City of Bastrop, the provision contained in this Service Plan shall control.

STAFFING

Staffing of City services will be provided to the level necessary to provide equal services to all residents.



STAFF REPORT

MEETING DATE: August 8, 2023

AGENDA ITEM:

TITLE:

Consider action to approve Resolution No. R-2023-121 formally accepting the 2023 City of Bastrop Parks, Recreation and Open Space Master Plan.

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 is to 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.

Through community interviews, over 1000 survey responses, community meetings and forums, staff and council meetings and workshops from March 6 to August 3, a proposed plan has been developed.

This document is designed to serve as a guide to City Officials, City Staff, and the Community in the enhancement of the City's Park and Recreation System. The Parks Master Plan includes a Vision Statement, Goals & Objectives, Recommendations, Conceptual Park Site Plans, Needs Based Assessments, Results from the Community Survey, Funding Source Matrix, Findings from the Economic Analysis on the proposed construction of a Sports Complex, Findings from the ADA Accessibility Study, and Implementation Plan Tables.

As requested by council, attached is a copy of the Park and Rodeo Conceptual Plan done in 2016 by mwm Design Group.

RECOMMENDATION:

Requesting acceptance of the 2023 City of Bastrop Parks, Recreation and Open Space Master Plan as a foundation for future planning.

ATTACHMENTS:

- Updated Draft of the Plan
<https://engagestantec.mysocialpinpoint.com/parksnrecplan/projectdocuments>
- Resolution R-2023-121
- 2016 Park and Rodeo Conceptual Plan

RESOLUTION NO. R-2023-121

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP,
TEXAS FORMALLY ACCEPTING THE 2023 CITY OF BASTROP PARKS,
RECREATION, AND OPEN SPACE MASTER PLAN.**

WHEREAS, the City of Bastrop has experienced unprecedented growth and development in recent years that has created numerous challenges for the City in the appropriate provision of municipal services, specifically those related to parks, trails, recreation, and open spaces; and

WHEREAS, the City Council of the City of Bastrop recognized the need for an updated Parks, Recreation, and Open Space Master Plan to provide goals, assessments, standards, recommendations, and strategies for implementation of a five to ten year period in an effort to provide for and continually improve park and recreation facilities, provide trail opportunities, preserve open spaces, and upgrade existing parks in the City of Bastrop; and

WHEREAS, the City Council commissioned Stantec, Inc. to perform an update to the City's Master Parks Plan; and

WHEREAS, the volunteer Steering Committee, the Parks Advisory Board, and other community volunteers worked with the City staff and Council to produce the proposed 2023 City of Bastrop Parks, Recreation, and Open Space Master Plan; and

WHEREAS, public forums on the 2023 City of Bastrop Parks, Recreation, and Open Space Master Plan were conducted from March 6, 2023 through August 3, 2023; and

WHEREAS, the 2023 City of Bastrop Parks, Recreation, and Open Space Master Plan complies with Texas Parks and Wildlife Department (TPWD) master plan guidelines which require parks and recreation needs to be prioritized and addressed in an action plan format; and

WHEREAS, the Mayor and City Council wishes to now formally accept the 2023 City of Bastrop Master Parks, Recreation, and Open Space Master Plan, as a foundation for future planning documents, subject to further refinement by the Council and Community.

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

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

Section 2. The 2023 City of Bastrop Parks, Recreation, and Open Space Master Plan be accepted and approved and is attached hereto as Exhibit A and incorporated herein for all intents and purposes.

Section 3. It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Local Government Code.

Section 4. The 2023 City of Bastrop Parks, Recreation, and Open Space Master Plan shall be used by the City in the planning of and as guide for future enhancements and improvements of the Parks and Recreation system of the City of Bastrop.

Section 5. All resolutions or parts of resolutions in conflict with this resolution are hereby repealed and are no longer of any force or effect.

Section 6. This Resolution shall be effective immediately upon passage.

DULY RESOLVED AND ACCEPTED by the City Council of the City of Bastrop this the 8th day of August 2023.

APPROVED:

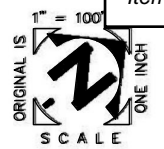
Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



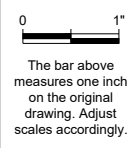
PROJECT DATA		
ARENA	75,000	SF
ARENA CAPACITY	1,800	SEATS (APPROX)
STABLE / BARN	35,000	SF (200 STALLS)
SHOW BARN	24,500	SF
STEER BARN	9,800	SF
PRACTICE ARENA	24,000	SF
RODEO PARKING	450	SPACES (APPROX)
RV PARKING	120	SPACES (APPROX)
COUNTY OFFICE	12,000	SF
COUNTY PARKING	158	SPACES
MAYFEST PARK	2	ACRES
RODEO GROUNDS	24	ACRES



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



PARK AND RODEO CONCEPTUAL PLAN

MAYFEST PARK
BASTROP, TX 78602

PLOTTED: 2/21/2017
JOB NO: 345-02



STAFF REPORT

MEETING DATE: August 8, 2023

TITLE:

Consider action to approve the first reading of Ordinance No. 2023-27 of the City Council of the City of Bastrop, Texas, calling for and establishing the procedures for a November 7, 2023, Special Election for the purpose of a combined ballot proposition reducing the Economic Development Sales and Use Tax and adopting a Street Maintenance Sales and Use Tax; providing an effective date; and move to include on the August 22, 2023, agenda for second reading.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

Texas Election Code

Chapter 3. Ordering Election

Sec. 3.001. Order Required

Each general and special election shall be ordered as provided by this chapter.

Sec. 3.004. Election of Political Subdivision.

(a) The following authority shall order an election:

- (1) the county judge, for the general election for officers of the county government;
- (2) the mayor, for the general election for city officers in a city with a population of 1.9 million or more; and
- (3) the governing body of a political subdivision, other than a county or a city described by Subdivision (2), that has elective offices, for the general election for those officers.

FISCAL IMPACT:

Estimated Amount:

- Joint Election - \$24,091.63

RECOMMENDATION:

Consider action to approve the first reading of Ordinance No. 2023-27 of the City Council of the City of Bastrop, Texas, calling for and establishing the procedures for a November 7, 2023, Special Election for the purpose of a combined ballot proposition reducing the Economic Development Sales and Use Tax and adopting a Street Maintenance Sales and Use Tax; providing an effective date; and move to include on the August 22, 2023, agenda for second reading.

ATTACHMENTS:

- Resolution English
- Resolution Spanish

ORDINANCE NO. 2023-27**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CALLING FOR AND ESTABLISHING THE PROCEDURES FOR A NOVEMBER 7, 2023, SPECIAL ELECTION FOR THE PURPOSE OF A COMBINED BALLOT PROPOSITION REDUCING THE ECONOMIC DEVELOPMENT SALES AND USE TAX AND ADOPTING A STREET MAINTENANCE SALES AND USE TAX; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Bastrop, Texas (“City”), seeks to call a special election to be held on November 7, 2023, for the purpose of a combined ballot proposition for reducing the Economic Development Sales Tax from the existing rate of one-half of one percent (0.50%) to a rate of one-eighth of one percent (0.125%), and adopting a Street Maintenance Sales Tax at a rate of three-eighths of one percent (0.375%), as hereinafter set out; and

WHEREAS, in 1995, the voters of the City approved and the City adopted a sales and use tax at a rate of one-half of one percent (0.50%) to be used for the promotion of and development of new or expanded business enterprises and any other purpose authorized by Section 4B, Article 5190.6, of the Development Corporation Act of 1979, as amended (the “Economic Development Sales Tax”); and

WHEREAS, the proceeds from the Economic Development Sales Tax have been used to fund the operations of the Bastrop Economic Development Corporation, a Type B economic development corporation established and operating under the provisions of the Development Corporation Act, as amended (which has subsequently been codified, in Texas Local Government Code [Tex. Loc. Gov’t Code] Chapters 501 through 507); and

WHEREAS, pursuant to Tex. Loc. Gov’t Code Section 505.2566, the tax rate of the Economic Development Sales Tax may be reduced to any rate that is an increment of one-eighth of one percent (0.125%) by an election for that purpose under Texas Tax Code Chapter 321; and

WHEREAS, Texas Tax Chapter 327 allows the City to adopt a sales and use tax for the maintenance and repair of municipal streets (the “Street Maintenance Sales Tax”), which may be adopted at a tax rate that is an increment of one-eighth of one percent (0.125%), by an election for that purpose under the procedures of Texas Tax Code Chapter 321; and

WHEREAS, under Texas Tax Code Section 321.409, the City may by a combined ballot proposition reduce a municipal sales tax and by the same proposition adopt another municipal sales tax; and

WHEREAS, the laws of the State of Texas further provide that the Election Code of the State of Texas is applicable to the elections, and an ordinance must be passed establishing the procedures to be followed in the election and designating the voting places for the election.

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

Section 1. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 2. It is hereby ordered that a special election be held in the City of Bastrop on November 7, 2023, in conformance with all applicable laws and as provided in this Ordinance, for the purpose of submitting to the voters a certain proposed combined ballot proposition regarding sales and use taxes in the City of Bastrop.

Section 3. All qualified voters of the City shall be entitled to cast a vote in the special election of the City.

Section 4. At the special election for consideration of the proposed combined ballot proposition regarding sales and use taxes in the City of Bastrop, the voters of the City of Bastrop may vote FOR or AGAINST the following proposition:

PROPOSITION A

The adoption of a local sales and use tax within the City of Bastrop for the promotion and development of new and expanded business enterprises and any other purpose authorized by Texas Local Government Code Chapter 505, as amended, at the rate of one-eighth of one percent (0.125%), which is a reduction from the current local sales and use tax for this purpose at a rate of one-half of one percent (0.50%), and the adoption of an additional local sales and use tax within the City of Bastrop at the rate of three-eighths of one percent (0.375%) to provide revenue for maintenance and repair of municipal streets and any other purpose authorized by Texas Tax Code Chapter 327, as amended.

_____FOR

_____AGAINST

Section 5. This City has eight (8) election precincts and voters are allowed to vote at any of the locations. The election shall be held at the following locations:

ELECTION DAY POLLING LOCATIONS

For Election Precincts 1001, 1003, 1004, 1005, 1007, 2010, 2011, and 3017 (including all of the area within the boundaries of the Bastrop City limits) the election polling places shall be as follows:

Aqua Water Supply	415 Old Austin Hwy	Bastrop
River Valley Christian Fellowship	1224 W. Hwy 71	Bastrop
Ascension Catholic Church	804 Pine St.	Bastrop
Paige Community Center	107 S. Main St.	Paige
Calvary Baptist Church	3001 Loop 150 East	Bastrop
Smithville Rec Center	106 Royston St.	Smithville
Rosanky Community Center	135 Main St.	Rosanky
Bastrop County Cedar Creek Annex	5785 FM 535	Cedar Creek
Red Rock Community Center	114 Red Rock Rd.	Red Rock
Elgin Recreation Center	361 N. Hwy 95	Elgin
Faith Lutheran Church	230 Waco St.	McDade
Family Worship Center	2425 FM 1704	Elgin
Bastrop County ESD#2 Station 4	1432 N. Hwy 95	Bastrop

Section 6. The County Elections Administrator is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct the elections. Voting at such elections shall be prepared in conformity with the Texas Election Code.

Section 7. Section 61.012 of the Texas Election Code requires at least one accessible voting system in each polling place. This system must comply with state and federal laws setting the requirements for voting systems that permit voters with physical disabilities to cast a secret ballot.

Section 8. The Office of the Texas Secretary of State has certified that the Election Systems & Software’s (ES&S) EVS 6110 which includes the Express Vote ballot marking device, the DS850 central scanner, and the DS200 precinct scanner is an accessible voting system that may legally be used in Texas elections.

Section 9. Sections 123.032 and 123.035 of the Texas Election Code authorize the acquisition of voting systems by local political subdivisions and further mandate certain minimum requirements for contracts relating to the acquisition of voting of such voting systems.

Section 10. For Election precincts 1001, 1003, 1004, 1005, 1007, 2010, 2011, and 3017 the presiding officer will be determined at a later date by the Bastrop County Elections Administrator. The Presiding Judge at such election shall appoint no less than two (2), no more than five (5) clerks on election day.

Section 11. The polls at the above-designated polling place shall be open on Election Day from 7:00 a.m. to 7:00 p.m.

Section 12. The City will use its official website to post those notices required by law and any election information it deems necessary during the conduct of this election. The City’s website is <https://www.cityofbastrop.org>.

Section 13. Kristin Miles, Bastrop County Elections Administrator, is hereby appointed Clerk for Early Voting. Early voting begins on October 23, 2023, the seventeenth (17th) day before the election and ends on November 3, 2023, the fourth (4th) day preceding the date of the election.

**EARLY VOTING DATES, TIMES, AND LOCATIONS
(voters are allowed to vote at any of the locations)**

Main Location:

Bastrop County Courthouse Annex, Lower-Level Conference Room, 804 Pecan St., Bastrop, Texas 78602.

Branch Locations:

Smithville City Hall, 317 Main St., Smithville
Cedar Creek United Methodist Church, 5630 FM 535, Cedar Creek
Elgin Public Library, 404 N. Main St., Elgin

October 23, 2023– November 3, 2023

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
23 8am – 5pm	24 8am – 5pm	25 8am – 5pm	26 8am – 5pm	27 8am – 5pm	28 9am – 12pm
30 8am – 5pm	31 8am – 5pm	1 8am – 5pm	2 7am – 7pm	3 7am – 7pm	

Section 14. Ballot applications and ballots voted by mail should be addressed to the Early Voting Clerk, Kristin Miles, Bastrop County Elections Administrator, 804 Pecan Street, Bastrop, Texas 78602. Applications for ballots by mail must be received no later than the close of business on October 27, 2023, the eleventh (11th) day before the election.

Section 15. The Early Voting Ballot Board shall be created pursuant to Section 87.0001 et seq. of the Texas Election Code and shall process early voting results in accordance with the Texas Election Code. The Early Voting Ballot Board shall consist of the presiding judge, an alternate presiding judge, and at least one (1) other member, appointed in accordance with Section 87.002 et seq. of the Texas Election Code. For Election Precincts 1001, 1003, 1004, 1005, 1007, 2010, 2011, and 3017, Staci Calvert is hereby appointed as Presiding Judge of the Early Voting Ballot Board.

Section 16. Members of the Early Voting Ballot Board will be compensated in accordance with Section 87.005 of the Texas Election Code. The Presiding Judge and Alternate Presiding Judges will receive compensation at the rate of \$12.00 per hour. The Clerks will receive compensation at the rate of \$10.00 per hour. The Presiding Judge or his/her designee will receive an additional \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies after the polls close.

Section 17. The special election shall be held in accordance with the Election Code and Local Government Code of this State and only resident qualified voters of the City shall be eligible to vote at the election.

Section 18. The Mayor shall give notice of this election in accordance with the terms and provisions of Sections 4.004, 83.010, 85.004 and 85.007 of the Election Code, Section 9.004 of the Local Government Code, and all necessary orders and writs for the election shall be issued by the proper authority. Returns of the election shall be made to the City Council immediately after the closing of the polls.

Section 19. The results of the election shall be certified, canvassed, and returned in the form and manner prescribed by the laws of the State of Texas and the Charter and Ordinances of the City of Bastrop.

Section 20. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby adopted and made a part of this ordinance for all purposes.

Section 21. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

Section 22. This ordinance shall be in full force and effect from and after its passage on the date shown below; provided that if any term or provision of this resolution conflicts with, or is inconsistent with, the Texas Elections Code, the Texas Election Code shall govern and control and the Election Officer shall comply with the Texas Election Code.

READ and ACKNOWLEDGED on First Reading on the 8th day of August, 2023.

READ and APPROVED on Second Reading on the ____ day of August, 2023.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

ORDENANZA NUM. 2023-27

ORDENANZA DEL CONSEJO DE LA CIUDAD DE BASTROP, TEXAS, PARA CONVOCAR LA ELECCIÓN ESPECIAL DEL 7 DE NOVIEMBRE, 2023 Y ESTABLECER LOS PROCEDIMIENTOS, CON EL PROPÓSITO DE PRESENTAR UNA PROPOSICIÓN EN LA BOLETA COMBINADA PARA REDUCIR EL IMPUESTO SOBRE VENTAS Y USO PARA PROPÓSITOS DE DESARROLLO ECONÓMICO, Y ADOPTAR UN IMPUESTO SOBRE VENTAS Y USO PARA MANTENIMIENTO DE CALLES; Y PROPORCIONAR LA FECHA DE VIGOR.

POR CUANTO, el Consejo de la Ciudad de Bastrop, Texas (la Ciudad), desea convocar una elección especial que se lleve a cabo el 7 de noviembre, 2023, con el propósito de presentar una proposición en la boleta combinada para reducir el Impuesto Sobre Ventas para propósitos de desarrollo económico de la tasa actual de una mitad del uno por ciento (0.50%) a una tasa que sea un octavo del uno por ciento (0.125%), y adoptar un Impuesto Sobre Ventas para mantenimiento de calles que sea en una tasa de tres-octavos del uno por ciento (0.375%), como se detalla en la siguiente; y

POR CUANTO, en 1995 los votantes de la ciudad aprobaron y la ciudad adoptó un impuesto sobre ventas y uso en una tasa de una mitad del uno por ciento (0.50%) que se usara para la promoción y desarrollo de empresas comerciales nuevas y ampliadas y para cualquier otro propósito autorizado por la Sección 4B, Artículo 5190.6 de la Ley del 1979 del Desarrollo de Corporaciones (Development Corporation Act of 1979), con sus enmiendas (“Impuesto Sobre Ventas para Desarrollo Económico”); y

POR CUANTO, los ingresos del Impuesto Sobre Ventas para Desarrollo Económico se han usado para financiar las operaciones de Bastrop Economic Development Corporation, una corporación Tipo B para desarrollo económico establecida y que funciona bajo las provisiones de la Ley del Desarrollo de Corporaciones con sus enmiendas (que subsecuentemente ha sido codificado en el Código de Gobiernos Locales de Texas [Tex. Loc. Gov’t Code] Capítulos 501 a 507); y

POR CUANTO, de conformidad con la Sección 505.2566 del Código de Gobiernos Locales de Texas, la tasa impositiva del Impuesto Sobre Ventas para Desarrollo Económico puede reducirse a cualquier tasa que sea en incrementos de un octavo del uno por ciento (0.125%) mediante una elección para ese propósito bajo el Capítulo 321 del Código de Impuestos de Texas; y

POR CUANTO, el Capítulo 327 de Impuestos de Texas permite a la Ciudad adoptar un impuesto sobre las ventas y uso para el mantenimiento y reparación de calles municipales (el “Impuesto Sobre Ventas para Mantenimiento de Calles”), que puede adoptarse a una tasa que es un incremento de un octavo del uno por ciento (0.125%), mediante una elección para ese propósito bajo los procedimientos del Capítulo 321 del Código de Impuestos de Texas; y

POR CUANTO, bajo la Sección 321.409 del Código de Impuestos de Texas, la Ciudad, mediante una proposición en una boleta combinada, puede reducir un impuesto municipal sobre ventas y por la misma proposición adoptar otro impuesto municipal sobre las ventas; y

POR CUANTO, las leyes del Estado de Texas establecen además que el Código Electoral del Estado de Texas es aplicable a las elecciones, y que se debe aprobar una ordenanza que instituya los procedimientos a seguir en la elección y que designe los sitios de votación para la elección.

AHORA, POR LO TANTO, ORDÉNESE POR EL CONSEJO MUNICIPAL DE LA CIUDAD DE BASTROP, TEXAS QUE:

Sección 1. Los considerandos que figuran en el preámbulo por la presente se determinan ser ciertos, y dichos considerandos se adoptan y forman parte de la presente Ordenanza a todos los efectos, y se adoptan como parte del juicio y las determinaciones del Consejo de la Ciudad.

Sección 2. Por la presente se ordena que se lleve a cabo una elección especial en la Ciudad de Bastrop el 7 de noviembre, 2023, de conformidad con todas las leyes aplicables y según lo dispuesto en esta Ordenanza, con el propósito de presentar a los votantes una proposición en una boleta combinada tocante impuestos sobre ventas y uso en la Ciudad de Bastrop.

Sección 3. Todos los votantes calificados de la Ciudad tendrán derecho a emitir su voto en la elección especial de la Ciudad.

Sección 4. En la elección especial para la consideración de la proposición en la boleta combinada tocante impuestos sobre ventas y uso en la Ciudad de Bastrop, los votantes de la Ciudad de Bastrop podrán votar A FAVOR o EN CONTRA de la siguiente proposición:

PROPOSICIÓN A

La adopción de un impuesto local sobre ventas y el uso dentro de la Ciudad de Bastrop para la promoción y el desarrollo de empresas comerciales nuevas y ampliadas y cualquier otro propósito autorizado por el Capítulo 505 del Código de Gobiernos Locales de Texas, con sus enmiendas, a una tasa de un octavo del uno por ciento (0.125%), por lo cual se reduce la tasa actual que es la mitad del uno por ciento (0.50%) sobre ventas y uso para este propósito, y disponiendo la adopción de un impuesto local adicional sobre las ventas y el uso dentro de la Ciudad de Bastrop a una tasa de tres octavos del uno por ciento (0.375%) para proporcionar ingresos para el mantenimiento y reparación de calles municipales y cualquier otro propósito autorizado por el Capítulo 327 del Código de Impuestos de Texas, con sus enmiendas.

_____ A FAVOR

_____ EN CONTRA

Sección 5. La Ciudad cuenta con ocho (8) precintos electorales y se permite que los votantes voten en cualquiera de los sitios de votación. La elección será llevada a cabo en los siguientes sitios:

SITIOS DE VOTACIÓN PARA EL DÍA DE ELECCIONES

Para los precintos electorales 1001, 1003, 1004, 1005, 1007, 2010, 2011, y 3017 (incluyendo toda el área dentro de los límites de la Ciudad de Bastrop) los sitios de votación serán:

Aqua Water Supply	415 Old Austin Hwy	Bastrop
River Valley Christian Fellowship	1224 W. Hwy 71	Bastrop
Ascension Catholic Church	804 Pine Street	Bastrop
Paige Community Center	107 S. Main Street	Paige
Calvary Baptist Church	3001 Loop 150 East	Bastrop
Smithville Recreation Center	106 Royston Street	Smithville
Rosanky Community Center	135 Main Street	Rosanky
Bastrop County Cedar Creek Annex	5785 FM 535	Cedar Creek
Red Rock Community Center	114 Red Rock Road	Red Rock
Elgin Recreation Center	361 N. Hwy 95	Elgin
Faith Lutheran Church	230 Waco Street	McDade
Family Worship Center	2425 FM 1704	Elgin
Bastrop Co. ESD #2 Station 4	1432 N. Hwy 95	Bastrop

Sección 6. El/la Administrador/a de Elecciones del Condado por la presente queda autorizado/a y se le instruye que proporcione y entregue todos los suministros electorales necesarios para llevar a cabo las elecciones. La votación en dicha elección será preparada en conformidad con el Código Electoral de Texas.

Sección 7. La Sección 61.012 del Código Electoral de Texas requiere que El Consejo Municipal de la Ciudad de Bastrop proporcione al menos un sistema de votar accesible en cada sitio de votación. Dicho sistema deberá cumplir con las leyes estatales y federales que decretan los requisitos para sistemas de votar que permiten a votantes con discapacidades físicas emitir/votar su boleta en secreto.

Sección 8. La Oficina del Secretario de Estado de Texas ha certificado que el equipo electoral llamado Election Systems & Software (ES&S) EVS 6110 que incluye el equipo de votación exprés para marcar boletas sea usado junto con el equipo DS850 escaneador central, y el DS200 escaneador de precinto, es sistema de votar accesible que se puede usar legalmente en las elecciones de Texas.

Sección 9. Las Secciones 123.032 y 123.035 del Código Electoral de Texas autorizan adquisición de sistemas de votación por subdivisiones locales políticas y además ordenan cumplimiento con ciertos requisitos mínimos para contratos relacionados con la adquisición de dichos sistemas de votación.

Sección 10. Para los precintos electorales 1001, 1003, 1004, 1005, 1007, 2010, 2011, y 3017, el/la oficial presidente será determinado en una futura fecha por el/la Administrador/a Electoral del Condado de Bastrop. El/la Juez Presidente de dicha elección nombrará a no menos de dos (2) aunque a no más de cinco (5) secretarios para el día de elecciones.

Sección 11. Las casillas electorales en los sitios de votación indicados arriba estarán abiertas el Día de Elecciones de las 7:00 a.m. a las 7:00 p.m.

Sección 12. La Ciudad usará su sitio web oficial para anunciar los avisos requeridos por ley y cualquier información electoral que determine sea necesaria durante el periodo en que se lleve a cabo esta elección. El sitio web de la Ciudad es <https://www.cityofbastrop.org>.

Sección 13. Kristen Miles por la presente es nombrada Secretaria de la Votación Adelantada. La votación adelantada se inicia el 23 de octubre 2023, el decimoséptimo (17vo) día antes de la elección y se concluye el 3 de noviembre, 2023, el cuarto (4to) día antes de la fecha de la elección.

**FECHAS DE LA VOTACIÓN ADELANTADA, HORAS, Y UBICACIONES
(se permite que votantes voten en cualquier ubicación)**

Sitio Principal:

Anexo de la Corte Del Condado Bastrop, Salón de Conferencias en el Nivel Bajo (*County Courthouse Annex, Lower Level Conference Room*), 804 Pecan St., Bastrop, Texas 78602.

Sitios Succursal de Votación:

Smithville City Hall, 317 Main St., Smithville

Cedar Creek United Methodist Church, 5630 FM 535, Cedar Creek

Elgin Public Library, 404 N. Main St., Elgin

23 de Octubre, 2023- 3 de Noviembre, 2023

LUNES	MARTES	MIÉRCOLES	JUEVES	VIERNES	SÁBADO
23 8am – 5pm	24 8am – 5pm	25 8am – 5pm	26 8am – 5pm	27 8am – 5pm	28 9am – 12pm
30 8am – 5pm	31 8am – 5pm	1 8am – 5pm	2 7am – 7pm	3 7am – 7pm	

Sección 14. Las solicitudes de boletas y las boletas que serán votadas por correo deberán enviarse al/la Secretario/a de la Votación Adelantada, Kristen Miles, Administradora Electoral del Condado de Bastrop (Bastrop County Elections Administrator), 804 Pecan Street, Bastrop, Texas 78602. Solicitudes de boletas por correo deberán recibirse a no más tardar del final del día hábil el 27 de octubre, 2023, que es el onceavo (11vo) día antes de las elecciones.

Sección 15. La Junta de Boletas de la Votación Adelantada se instituirá de conformidad con la Sección 87.0001 et.seq. del Código Electoral de Texas y procesará los resultados de la votación adelantada de acuerdo con el Código Electoral de Texas. La Junta Boletas de Votación Adelantada estará compuesta por el juez presidente, un juez presidente alterno y al menos otro (1) miembro, designado de acuerdo con la Sección 87.002 et.seq. del Código Electoral de Texas. Para los Precintos Electorales 1001, 1003, 1004, 1005, 1007, 2010, 2011 y 3017, Staci Calvert es nombrada Juez Presidente de la Junta de Boletas de la Votación Adelantada.

Sección 16. Miembros de la Junta de Boletas de la Votación Adelantada recibirán compensación de acuerdo con la Sección 87.005 del Código Electoral de Texas. El/la Juez Presidente y el/la Juez Presidente Alterno recibirán compensación de \$12.00 por hora. Los secretarios recibirán compensación de \$10.00 por hora. El/la Juez Presidente o su designado recibirán \$25.00 adicional por recoger los suministros de la elección antes del Día de la Elección, y por devolver los suministros después de cerrarse los sitios de votación.

Sección 17. La Elección Especial se llevará a cabo de acuerdo con el Código Electoral y el Código de Gobiernos Locales de este Estado y solo votantes residentes calificados de dicha Ciudad serán elegibles para votar en la elección.

Sección 18. El/la Alcalde dará aviso de esta elección de acuerdo con los términos y disposiciones de las Secciones 4.004, 83.010, 85.004 y 85.007 del Código Electoral, la Sección 9.004 del Código de Gobiernos Locales, y todas las órdenes y decretos necesarios para la elección serán emitidos por la autoridad correspondiente. Los resultados de la elección se presentarán al Concejo Municipal inmediatamente después del cierre de las ubicaciones de votar.

Sección 19. Los resultados de la elección serán certificados, contados, y reportados en la forma y manera prescritas por las leyes del Estado de Texas y por la Carta y Ordenanzas de la Ciudad de Bastrop.

Sección 20. Los considerandos que figuran en el preámbulo se determinan ser ciertos, y dichos considerandos se adoptan y forman parte de la presente ordenanza a todos los efectos.

Sección 21. Si cualquier sección, subsección, oración, cláusula o frase de esta ordenanza se considera por cualquier razón inconstitucional, dicha determinación no afectará la validez de las partes restantes de esta ordenanza.

Sección 22. La presente ordenanza estará en pleno vigor y efecto a partir de su aprobación en la fecha que se indica a continuación; siempre que, si algún término o disposición de esta ordenanza está en conflicto con, o es inconsistente con, el Código Electoral de Texas,

entonces el Código Electoral de Texas predominará y controlará, y el Oficial Electoral cumplirá con el Código Electoral de Texas.

LEÍDO Y APROBADO en su Primera Lectura el día 8 de agosto, 2023.

LEÍDO y APROBADO en su Segunda Lectura el día ____ de agosto, 2023.

APROBADO:

Lyle Nelson, Alcalde

CERTIFICADO:

Ann Franklin, Secretaria de la Ciudad

APROBADO EN SU REDACCIÓN:

Alan Bojorquez, Fiscal de la Ciudad



STAFF REPORT

MEETING DATE: August 8, 2023

TITLE:

Consider action to approve Resolution No. R-2023-120 of the City Council of the City of Bastrop, Texas, approving a contract for Election services between Bastrop County; the Bastrop County Elections Administrator; and the City of Bastrop for the November 7, 2023, Special Election for, Bastrop Texas, attached as Exhibit A; authorizing the Mayor to execute all necessary documents; and providing an effective date.

STAFF REPRESENTATIVE:

Ann Franklin, City Secretary

POLICY EXPLANATION:

Texas Election Code

Chapter 31. Officers to Administer Elections

Sec. 31.092. Contract for Election Services Authorized.

(a) The county election officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services, as provided by this subchapter, in any one or more elections ordered by an authority of the political subdivision.

The stated Election cost of \$18,367.01 is the cost of the City of Bastrop holding the May 6, 2023, Election alone. The deadline for other entities to notify Bastrop County of their intent to hold a May 6, 2023, Election is February 17, 2023. If any other entity decides to hold a May 6, 2023, Election, the Election cost for the City of Bastrop will decrease due to being in a Joint Election.

The Candidate Packet for the May 6, 2023, Election will be ready for pick-up from the City Secretary's Office, 1311 Chestnut Street, Bastrop, on January 11, 2023, beginning at 8:00 a.m.

FUNDING SOURCE:

Estimated Amount:

- Joint Election - \$24,091.63

RECOMMENDATION:

Ann Franklin, City Secretary, recommends approval of Resolution No. R-2023-120 of the City Council of the City of Bastrop, Texas, approving a contract for Election services between Bastrop County; the Bastrop County Elections Administrator; and the City of Bastrop for the November 7, 2023, Special Election for, Bastrop Texas, attached as Exhibit A; authorizing the Mayor to execute all necessary documents; and providing an effective date.

ATTACHMENTS:

- Resolution English
- Resolution Spanish
- Exhibit A

RESOLUTION NO. R-2023-120

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A CONTRACT FOR ELECTION SERVICES BETWEEN BASTROP COUNTY; THE BASTROP COUNTY ELECTIONS ADMINISTRATOR; AND THE CITY OF BASTROP FOR THE NOVEMBER 7, 2023, SPECIAL ELECTION FOR, BASTROP TEXAS, ATTACHED AS EXHIBIT A; AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop (“the City”) has called a Special Election for Tuesday, November 7, 2023; and

WHEREAS, the County of Bastrop Election Officer is authorized by state law to contract with the City of Bastrop.

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

Section 1. The City Council of the City of Bastrop hereby authorizes that the City of Bastrop enter into a contract with the Elections Administrator of Bastrop County for the November 7, 2023, Special Election.

Section 2. The Mayor, is hereby authorized to execute a contract with the Elections Administrator of Bastrop County for the November 7, 2023, Special Election. The contract is attached hereto as Exhibit A.

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 8th day of August, 2023.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

RESOLUCIÓN NÚM. R-2023-120

RESOLUCIÓN DEL CONSEJO DE LA CIUDAD DE BASTROP, TEXAS, PARA APROBAR UN CONTRATO DE SERVICIOS ELECTORALES ENTRE EL CONDADO DE BASTROP, EL/LA ADMINISTRADOR/A ELECTORAL DEL CONDADO DE BASTROP, Y LA CIUDAD DE BASTROP PARA LA ELECCIÓN ESPECIAL DE BASTROP, TEXAS EL 7 DE NOVIEMBRE, 2023, AGREGADA COMO ADJUNTO A; AUTORIZAR AL ALCALDE PARA QUE EJECUTE TODO DOCUMENTO NECESARIO; Y PROPORCIONANDO LA FECHA DE VIGOR.

POR CUANTO, la Ciudad de Bastrop (“la Ciudad”) ha convocado una Elección Especial que se lleve a cabo el Martes, 7 de Noviembre, 2023; y

POR CUANTO, el/la Administrador/a Electoral del Condado de Bastrop tiene autoridad por ley estatal para tramitar un contrato con la Ciudad de Bastrop.

AHORA, POR LO TANTO, RESUÉLVASE POR EL CONSEJO DE LA CIUDAD DE BASTROP, TEXAS:

Sección 1. El Consejo de la Ciudad de Bastrop por la presente autoriza que la Ciudad de Bastrop tramite un contrato con el/la Administrador/a Electoral del Condado de Bastrop para la Elección Especial del 7 de Noviembre, 2023.

Sección 2. El/la Alcalde de la Ciudad por lo presente es autorizado para que ejecute un contrato con el/la Administrador/a Electoral del Condado de Bastrop para la Elección Especial del 7 de Noviembre, 2023. El contrato está agregado a la presente como Adjunto A.

Sección 3: Que ésta Resolución sea efectiva inmediatamente cuando sea aprobada y así se resuelve.

DEBIDAMENTE RESUELTO Y ADOPTADO por el Consejo de la Ciudad de Bastrop este día 8 de Agosto, 2023.

APROBADO:

Lyle Nelson, Alcalde

CERTIFICO:

Ann Franklin, Secretaria de la Ciudad

APROBADA SU REDACCIÓN:

Alan Bojorquez, Fiscal de la Ciudad

**CONTRACT FOR ELECTION SERVICES
AND
AGREEMENT TO CONDUCT JOINT ELECTION**

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This Contract for Election Services and Agreement to Conduct Joint Election (this “**Contract**”) is entered into by and among BASTROP COUNTY, a political subdivision of the State of Texas (the “**COUNTY**”), the BASTROP COUNTY ELECTIONS ADMINISTRATOR (“**ADMINISTRATOR**”), and the CITY OF BASTROP (the “**CITY**”), a political subdivision of the State of Texas, individually, a “**Party**” or, collectively, the “**Parties**,” pursuant to Section 31.092 and Chapter 271 of the Texas Election Code.

RECITALS

WHEREAS, the CITY and the COUNTY each expect to call an election to be held on November 7, 2023; and

WHEREAS, the CITY and the COUNTY desire to conduct such elections jointly pursuant to Chapter 271 of the Texas Election Code, and the CITY desires that certain election services for the CITY’S election be provided by ADMINISTRATOR through the COUNTY’S Elections Department pursuant to Chapter 31, Subchapter D of the Texas Election Code; and

WHEREAS, ADMINISTRATOR has provided a cost estimate for election services to be rendered by her office under this Contract, which estimate is set out on **Exhibit “A”** attached hereto and made a part hereof; and

WHEREAS, the COUNTY, ADMINISTRATOR, and the CITY desire to enter into a contract setting out the respective responsibilities of the Parties;

NOW, THEREFORE, the Parties agree as follows:

**ARTICLE I
PURPOSE**

1.01 The Parties have entered into this Contract to conduct a joint election on November 7, 2023, and for certain election services to be provided to the CITY in connection with its election. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the CITY.

**ARTICLE II
JOINT ELECTION**

2.01 The COUNTY and the CITY agree to conduct their respective November 7, 2023, elections jointly pursuant to Chapter 271 of the Texas Election Code. ADMINISTRATOR is hereby appointed to serve as the CITY’S Election Officer and Early Voting Clerk to conduct the CITY’S November 7, 2023, election. As CITY’S Election Officer and Early Voting Clerk, ADMINISTRATOR will coordinate, supervise, and conduct all aspects of administering voting in connection with the CITY’S November 7, 2023, election in compliance with all applicable law, as provided in Article III hereof.

**ARTICLE III
ELECTION SERVICES**

3.01 ADMINISTRATOR agrees to provide to the CITY the following general election services with respect to the CITY'S November 7, 2023, election, including early voting, regular Election Day voting, and any resulting run-off:

- (A) Procure and distribute election supplies, including, but not limited to, the preparation, printing, and distribution of ballots and sample ballots, provided that the CITY will prepare the text of such ballots as set forth in Section 5.01(C) below;
- (B) Procure election judges and clerks for early voting and Election Day voting;
- (C) Procure early voting polling places and Election Day polling places. The ADMINISTRATOR will arrange for the use of all Election Day polling places and will arrange for the setting up of all polling locations for Election Day, including ensuring that each polling location has the necessary tables, chairs, and voting booths. The ADMINISTRATOR will provide the CITY with a list for presentation to the governing body of the CITY, containing a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The ADMINISTRATOR will designate and confirm all Election Day polling place locations and present the list to the governing body of the CITY for approval;
- (D) Procure, prepare, and distribute adequate election equipment and transport equipment to and from all polling locations, including early voting polling locations, for the CITY;
- (E) Distribute the lists of registered voters to be used in conducting the election, as provided by Bastrop County Voter Registration;
- (F) Pay election day and early voting judges and clerks;
- (G) Pay the judges for election night returns and early voting returns;
- (H) Provide training and information for all election officers;
- (I) Provide general overall supervision of the election and advisory services;
- (J) Prepare writ of election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;
- (K) Conduct election day voting and early voting, in person and by mail, for the CITY;
- (L) Establish a Central Counting Station for the purpose of tabulating ballots. The Tabulation Supervisor will be responsible for handling ballot tabulation in accordance with statutory requirements and county policies, under the auspices of ADMINISTRATOR, and will, thereafter, transport all election records to the

ADMINISTRATOR. The ADMINSTRATOR will conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the CITY in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report will be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code. The ADMINISTRATOR will prepare the unofficial tabulation of precinct results under Section 66.056(a) of the Texas Election Code and will provide a copy of the tabulation to the CITY as soon as possible after the ADMINISTRATOR has received the precinct returns on election day night;

(M) Provide such incidental related services as may be necessary to effect the Election;

(N) At each polling location, provide at least one voting station with a voting system that:

- (i) fully complies with applicable law relating to accessible voting systems which make voting accessible for disabled voters; and
- (ii) provides a practical and effective means for voters with physical disabilities to cast a secret ballot;

(O) Provide for Central Count Tabulation(s), including:

- a. Preparation and programming of the ballots on the ES&S 850 Optical Scanner; and
- b. Preparation and programming of the ES&S ExpressVote voting system;

(P) Serve as “regular early voting clerk” for the CITY to receive requests for applications for early voting ballots to be voted by mail. Applications for early voting ballots to be voted by mail will be processed in accordance with Title 7 of the Texas Election Code. Applications for early voting ballots to be voted by mail received by the CITY will be faxed as promptly as possible to ADMINISTRATOR for processing. The original application will then be forwarded to ADMINISTRATOR for proper retention.

(Q) Serve as the custodian of voted ballots and other election records and preserve all election records in accordance with the Texas Election Code. After the applicable retention period, ADMINISTRATOR will forward all election records to the CITY.

**ARTICLE IV
SCHEDULE FOR PERFORMANCE OF ELECTION SERVICES**

4.01 ADMINISTRATOR will perform all election services in accordance and compliance with the time requirements set out in the Texas Election Code.

**ARTICLE V
SERVICES NOT PROVIDED BY COUNTY**

5.01 The CITY will be responsible for:

(A) preparing, adopting, publishing all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing action by the governing authority of the CITY necessary to the conduct of the election;

- (B) preparing the text for the CITY’S official ballot in English and Spanish, or other languages as required by law;
- (C) on or before August 21, 2023, providing ADMINISTRATOR with a copy of a document showing the propositions/places that are to appear on the official ballot for the CITY;
- (D) conducting the official canvass of the CITY’S election;
- (E) having a CITY representative serve as the custodian of its election records; and
- (F) filing the CITY’S annual voting system report to the Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

5.02 Pursuant to Section 271.006(c), the CITY designates ADMINISTRATOR to serve as “regular early voting clerk” for the CITY to receive requests for applications for early voting ballots.

5.03 The Secretary of the governing body of the CITY will serve as the Custodian of Records for the CITY to complete those tasks in the Election Code that ADMINISTRATOR will not perform.

**ARTICLE VI
TERM**

6.01 Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held and administered by ADMINISTRATOR for the CITY hereunder have been completed.

**ARTICLE VII
COST OF SERVICE AND BILLING**

7.01 In consideration for the services provided hereunder by ADMINISTRATOR, the CITY agrees to pay ADMINISTRATOR its pro rata share of performing the services, including any overtime incurred by ADMINISTRATOR’S employees. A cost estimate for election expenses is attached hereto and made a part of this contract as **Exhibit “A”**. The Parties agree that this is an estimate only and that the CITY is obligated to pay the actual expenses of the election as set forth herein. ADMINISTRATOR agrees to advise the CITY if it appears that the actual expenses incurred by ADMINISTRATOR will exceed by 20% or more the estimated expenses to be paid initially by the ADMINISTRATOR and reimbursed by the CITY. The CITY shall also pay ADMINISTRATOR an administrative fee equal to 10% of the actual costs set forth in Section 7.02(a) below, as permitted under Section 31.100(d) of the Texas Election Code.

7.02 As soon as reasonably possible after the election, ADMINISTRATOR will submit an itemized invoice to the CITY for (a) actual expenses directly attributable to the coordination, supervision, and running of the election and incurred on behalf of the CITY by ADMINISTRATOR, including expenses for supplies in connection with the election school(s), election supplies, wages paid to ADMINISTRATOR’S employees for services under this contract performed outside of normal business hours, election workers, and any other expenses reasonably and directly related to the election, including, without limitation, rental and programming of direct recording electronic voting devices and audio ballots, and (b) an administrative fee as provided in Section 7.01 above. Expenses related to wages shall be supported by compensation sheets. Other

expenses shall be supported by invoices or receipts, except that the price of items coming out of ADMINISTRATOR’S stock of election supplies shall be supported by ADMINISTRATOR’S certificate about the number of items used and the unit cost therefore according to the vendor’s standard price list. The total amount due according to these invoices shall be offset by any payments previously made pursuant to this Contract.

7.03 The CITY shall pay ADMINISTRATOR’S invoice within 30 days from the date of receipt to: **Bastrop County, Attn: Kristin Miles, Elections Administrator, 804 Pecan Street, Bastrop, TX 78602.** If the CITY disputes any portion of the invoice, the CITY shall pay the undisputed portion of the invoice, and the Parties will discuss in good faith a resolution of the disputed portion.

7.04 Payments made by the CITY in meeting its obligations under this Contract shall be made from current revenue funds available to the governing body of the CITY.

**ARTICLE VIII
GENERAL PROVISIONS**

8.01 In accordance with Section 31.096 of the Texas Election Code, nothing in this contract shall be construed as changing

- a) the authority with whom applications of candidates for a place on the ballot are filed;
- b) the authority with whom documents relating to political funds and campaigns under Title 15 of the Texas Election Code are filed; or
- c) the authority to serve as custodian of voted ballots or other election records, except that the ADMINISTRATOR, if requested in writing by the CITY, will become the custodian of the voted ballots.

8.02 The parties acknowledge that the ADMINISTRATOR may contract with other entities holding elections at the same time as the CITY on November 7, 2023.

8.03 If the CITY cancels its election pursuant to Section 2.053 of the Texas Election Code, the ADMINISTRATOR shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$75. The ADMINISTRATOR shall submit an invoice for such expenses as soon as reasonably possible after the cancellation and the CITY shall make payment therefore in a manner similar to that set forth in 7.03 above. The ADMINISTRATOR agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the CITY authorizes such major costs in writing. An entity canceling an election will not be liable for any further costs incurred by the ADMINISTRATOR in conducting the November 7, 2023, Joint Election.

8.04 In accordance with Section 31.099 of the Texas Election Code, the ADMINISTRATOR agrees to file copies of this contract with the County Treasurer of Bastrop County, Texas and the County Auditor of Bastrop County, Texas.

8.05 This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in BASTROP County, Texas.

8.06 In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of the Contract.

8.07 This Contract constitutes the only agreement of the Parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.08 No amendment, modification, or alteration of this Contract shall be binding unless it is in writing, dated subsequent to the date of the Contract and duly executed by all of the Parties.

8.09 Any notice to be given hereunder by any party to the other shall be in writing and may be effected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

CITY:
Ann Franklin
City Secretary
City of Bastrop
1311 Chestnut Street/PO Box 427
Bastrop, TX 78602
Tel: (512) 332-8800
Fax: (512) 332-8819
Email: afranklin@cityofbastrop.org

COUNTY and ADMINISTRATOR:
Kristin Miles
Elections Administrator
Bastrop County
804 Pecan Street
Bastrop, TX 78602
Tel: (512) 581-7160
Fax: (512) 581-4260
Email: elections@co.bastrop.tx.us

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

Executed to be effective the ____ day of _____, 2023.

COUNTY:

BY: _____
Gregory Klaus
County Judge
Bastrop County, Texas

Executed to be effective the ____ day of _____, 2023.

Item 9F.

ADMINISTRATOR:

BY: _____
Kristin Miles
Elections Administrator
Bastrop County, Texas

Executed to be effective the ____ day of _____, 2023.

Item 9F.

CITY:

BY: _____
Lyle Nelson
Mayor
City of Bastrop, Texas

EXHIBIT "A"

Item 9F.

ESTIMATED COST FOR THE CITY OF BASTROP

Election Expenses	\$21,701.48
Election Kits & other precinct supplies	\$ 200.00
SUBTOTAL	\$21,901.48
10% ADMINISTRATIVE FEE	<u>\$ 2,190.15</u>
TOTAL	<u>\$24,091.63</u>

Early Voting Schedule (Horario De Votación Adelantado)

MAIN EARLY VOTING LOCATION (PRINCIPAL LUGAR DE VOTACIÓN ANTICIPADA)

- ❖ Bastrop Courthouse Annex Bldg., 804 Pecan St., Lower Level, Conference Rm, Bastrop

BRANCH EARLY VOTING LOCATIONS (SUCURSALES DE VOTACIÓN ANTICIPADA)

- ❖ Smithville City Hall, 317 Main St., Smithville
- ❖ Cedar Creek United Methodist Church, 5630 FM 535, Cedar Creek
- ❖ Elgin Public Library, 404 N. Main St., Elgin

October 23, 2023– November 3, 2023

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	23 8am – 5pm	24 8am – 5pm	25 8am – 5pm	26 8am – 5pm	27 8am – 5pm	28 9am – 12pm
	30 8am – 5pm	31 8am – 5pm	1 8am – 5pm	2 7am – 7pm	3 7am – 7pm	
		7 ELECTION DAY 7am – 7pm				

ELECTION DAY POLLING LOCATIONS (LUGARES DE VOTACIÓN EL DÍA DE LAS ELECCIONES)

On Election Day, a voter may vote at any of the locations listed below:

- Aqua Water Supply, 415 Old Austin Hwy, Bastrop**
- River Valley Christian Fellowship, 1224 W. Hwy 71, Bastrop**
- Ascension Catholic Church, 804 Pine St., Bastrop**
- Paige Community Center, 107 S. Main St., Paige**
- Calvary Baptist Church, 3001 Loop 150 East, Bastrop**
- Smithville Rec Center, 106 Royston St., Smithville**
- Rosanky Community Center, 135 Main St., Rosanky**
- Bastrop County Cedar Creek Annex, 5785 FM 535, Cedar Creek**
- Red Rock Community Center, 114 Red Rock Rd., Red Rock**
- Elgin Recreation Center, 361 N. Hwy 95, Elgin**
- Faith Lutheran Church, 230 Waco St., McDade**
- Family Worship Center, 2425 FM 1704, Elgin**
- Bastrop County ESD#2 Station 4, 1432 N. Hwy 95, Bastrop**

Locations subject to change. Final approval will be made by the Bastrop County Commissioners Court.



Staff Report

MEETING DATE: August 8, 2023

TITLE:

Consider action to approve the first reading of Ordinance No. 2023-24 of the City Council of the City of Bastrop, Texas, annexing a tract of land described as 399.9+/- acres of land out of the Nancy Blakey survey, Abstract No. A98, located west of farm-to-market road 969, as shown in Exhibit A; providing for findings of fact, adoption, repealer, severability, filing and enforcement; establishing an effective date; providing for proper notice and meeting; and move to include on the August 22, 2023, agenda for second reading.

AGENDA ITEM SUBMITTED BY:

Trey Job, Assistant City Manager

BACKGROUND/HISTORY

The City of Bastrop approved a Development agreement with Continental homes of Texas L.P. This 399.878 Acre tract includes a public improvement district and has a set of development standards that were approved in July of 2021. The developer has gone through multiple steps to get the first few sections of the development started. The start time was delayed significantly due to land acquisition for a future road and the construction of the waterline that would serve the development.

The original development agreement contemplated annexation at the time of final platting of each section. However, the interlocal agreement between the City of Bastrop and Bastrop County in regard to platting require a review by Bastrop County and the City of Bastrop. In an effort to simplify the review process the Valverde Development had discussion with City Manager Carrillo requesting annexation to occur sooner rather than later.

RECOMMENDATION:

Staff recommends approval of first reading of Ordinance 2023-24.

ATTACHMENTS:

- Ordinance 2023-24
- Location Map
- Municipal Annexation Service Plan

ORDINANCE 2023-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ANNEXING A TRACT OF LAND DESCRIBED AS 399.9+/- ACRES OF LAND OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT NO. A98, LOCATED WEST OF FARM-TO-MARKET ROAD 969, AS SHOWN IN EXHIBIT A; PROVIDING FOR FINDINGS OF FACT, ADOPTION, REPEALER, SEVERABILITY, FILING AND ENFORCEMENT; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND MEETING.

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

WHEREAS, on or about August 4, 2023, Continental Homes of Texas, L.P., a Texas limited partnership (the "Owner") submitted a petition for voluntary annexation of the property in the area described as being 399.9+/- acres of land out of the Nancy Blakey Survey Abstract 98, located west of FM 969, located within the City of Bastrop Extraterritorial Jurisdiction as shown in Exhibit "A" (the "Property"), which is attached hereto and incorporated herein for all purposes; and

WHEREAS, pursuant to Texas Local Government Code Sections 43.056 and 43.0672, City Council has entered into a written agreement with the Owner of land in the area for the provision of services in the area, which is attached hereto as Exhibit "B" and incorporated herein for all purposes; and

WHEREAS, in accordance with Texas Local Government Code Chapter 43, public notice was given, and a public hearing was held before the City Council regarding the requested annexation; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City 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, after consideration of public input received at the hearing, the information provided by the petitioners, and all other information presented, City Council finds it necessary and proper to enact this Ordinance.

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

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

Section 2: The property in the area described in Exhibit "A", which is attached hereto and incorporated herein for all purposes, is hereby annexed and brought into the municipal boundaries (i.e., corporate limits) of the City of Bastrop, Texas, and is made an integral part, hereof. The Property shall be designated as a P2 Rural Zoning District. The official map and boundaries of the City are hereby amended and revised so as to include the area annexed.

A service plan prepared in accordance with applicable provisions of state law pertaining to annexation is attached hereto as Exhibit "B" and incorporated herein for all intents and purposes. The owners and inhabitants of the area herein annexed are entitled to all of the rights and privileges of other citizens of the City and are hereby bound by all acts, ordinances, and other legal actions now in full force and effect and those that may be hereafter adopted or enacted.

Section 3: All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

Section 4: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

Section 5: The City Secretary is hereby instructed to include this Ordinance in the records of the City and to have maps prepared depicting the new municipal boundaries. The City Secretary is hereby instructed to file a certified copy of this Ordinance and the updated maps with the Bastrop County Clerk and any other entities as required by law.

Section 6: The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance. Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

Section 7: This Ordinance shall be effective immediately upon passage and publication.

Section 8: 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.

[Signatures on the following page]

READ & APPROVED on First Reading on this the 8th day of August, 2023.

READ & ADOPTED on the Second Reading on this the ___ day of August, 2023.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit "A"
DESCRIPTION OF AREA TO BE ANNEXED

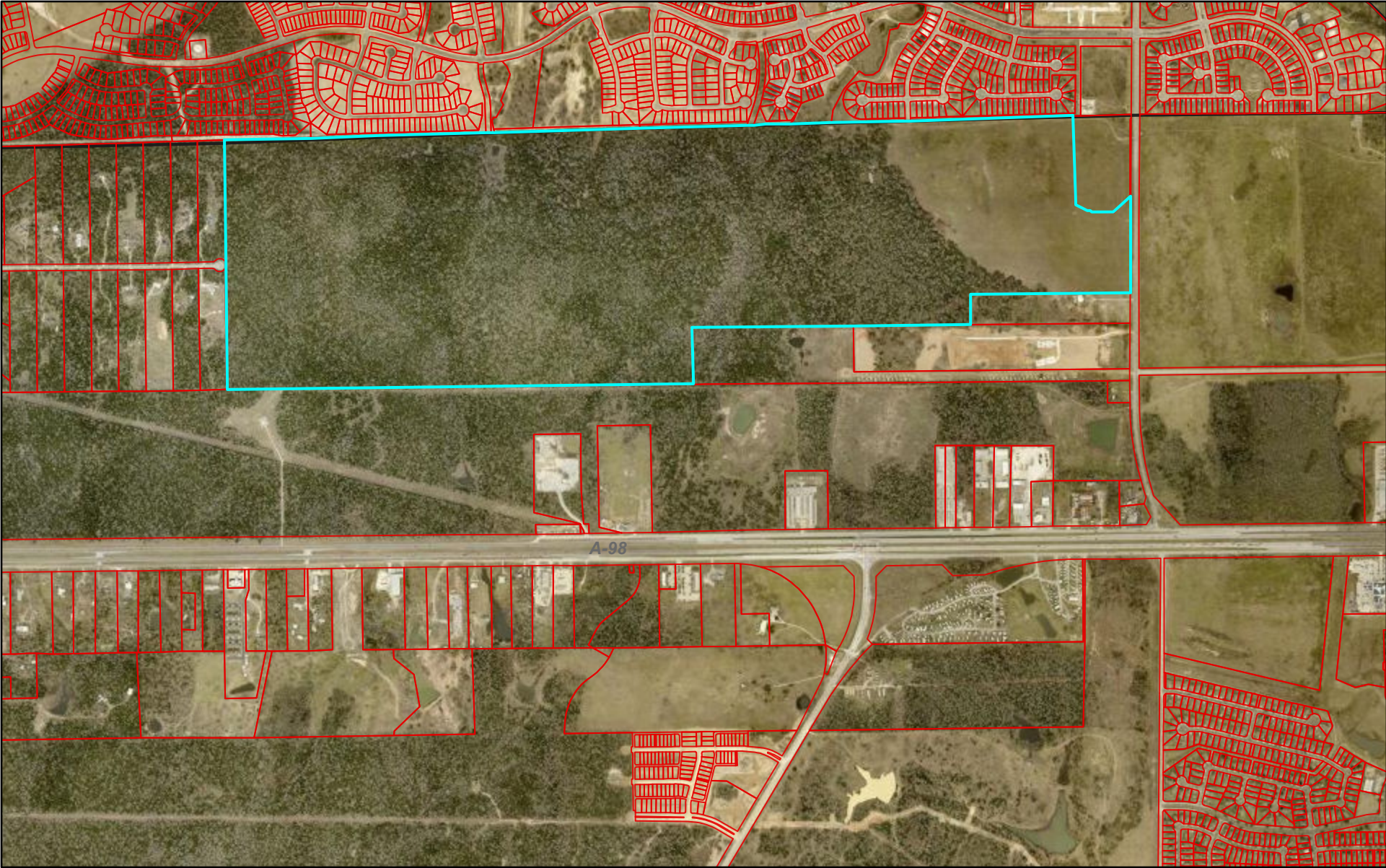
LEGAL DESCRIPTION OF PROPERTY

399.9+/- acres of land out of the Nancy Blakey Survey Abstract 98, to the west of FM 969, located within the City of Bastrop Extraterritorial Jurisdiction in Bastrop County, Texas.



Exhibit "B"

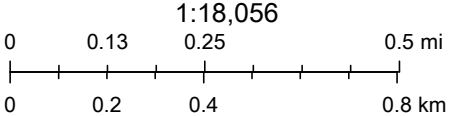
ANNEXATION SERVICE PLAN

Val Verde Annexation map



8/3/2023, 1:35:26 PM

-  Abstracts
-  Parcels



1:18,056

© OpenStreetMap (and) contributors, CC-BY-SA

D·R·HORTON[®]
America's Builder

August __, 2023

Via electronic mail: tjob@cityofbastrop.org
City of Bastrop
Attn: Trey Job
Bastrop City Hall
1311 Chestnut Street
Bastrop, Texas 78602

RE: Voluntary Annexation of the Property (defined below) located in the Valverde (f/k/a Viridian) Public Improvement District (the "District") into the corporate limits of the City of Bastrop, Texas (the "City")

Dear Mr. Job:

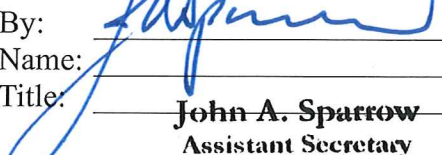
In an effort to permit development in the District to continue in a timely fashion, Continental Homes of Texas, L.P., a Texas limited partnership (the "Owner"), hereby consents to voluntary annexation of the land described in **Exhibit "A"**, attached hereto (the "Property"). The foregoing consent applies solely to the Property, and solely as it relates to the Property, the Owner hereby waves the requirements of Section 9.01 of that certain Viridian Development Agreement, entered into on July 13, 2021, by and between the Owner and the City.

This letter agreement (this "Letter Agreement") may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute but one and the same agreement. For the purposes of this Letter Agreement, a scanned signature shall be deemed an original signature. This Letter Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Sincerely,

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

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

By: 
Name: _____ 26
Title: **John A. Sparrow**
Assistant Secretary



AGREED TO AND ACCEPTED THIS _____ DAY OF _____, 2023:

City of Bastrop,
a Texas home rule City

By: _____
Name: _____
Title: _____

D·R·HORTON[®]
America's Builder

Exhibit "A"

The Property

METES AND BOUNDS DESCRIPTION

FIELD NOTES FOR A 104.630 ACRE TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, SITUATED IN BASTROP COUNTY, TEXAS; BEING A PORTION OF A CALLED 399.878 ACRE TRACT OF LAND AS CONVEYED UNTO CONTINENTAL HOMES OF TEXAS, L.P. IN DOCUMENT NUMBER 202022279 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 104.630 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A POINT OF REFERENCE, a 1/2-inch iron rod found on the westerly right-of-way line of Farm to Market (F.M.) 969 (R.O.W. ~ 80') as referenced on the plat of The Colony MUD 1A, Section 1, Phase A, as recorded in Cabinet 6, Page 129A of the Plat Records of Bastrop County, Texas, at the southeast corner of a remaining portion of a called 1,258.002 acre tract of land as conveyed unto Hunt Communities Bastrop, LLC in Document Number 201617588 of the Official Public Records of Bastrop County, Texas, being the northeast corner of a called 10.599 acre tract of land as conveyed unto SIS Bastrop, LLC in Document Number 202107639 of the Official Public Records of Bastrop County, Texas; THENCE, S 01°19'50" E, coincident with the common line of said 10.599 acre tract and the west right-of-way of said F.M. 969, a distance of 30.02 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at a common corner of the 10.599 acre tract and the aforementioned 399.878 acre tract for a northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, S 01°19'50" E, coincident with the common line of said 399.878 acre tract and the west right-of-way of said F.M. 969, a distance of 1,635.71 feet to a 1/2-inch iron found at the common corner of the 399.878 acre tract and a called 10.01 acre tract of land as conveyed unto Esmeralda Vences-Maldonado and Fermin Vences-Maldonado in Document Number 201916372 of the Official Public Records of Bastrop County, Texas, for the southeast corner of the herein described tract;

THENCE, S 87°56'21" W, departing said right-of-way line, coincident with the common line of the 399.878 acre tract and said 10.01 acre tract, a distance of 1,503.00 feet to a 1/2-inch iron rod with a cap stamped "RPLS 5548" found at a common corner of the 399.878 acre tract and the 10.01 acre tract, for a re-entrant corner of the herein described tract;

THENCE, S 01°19'22" E, continuing coincident with said common line, a distance of 290.00 feet to a 1/2-inch iron rod found on the north line of a called 25.070 acre tract of land as conveyed unto IIP TX 2 LLC in Document Number 202213654 of the Official Public Records of Bastrop County, Texas, at the common corner of the 399.878 acre tract and the 10.01 acre tract, for a south corner of the herein described tract;

THENCE, N 87°55'54" W, coincident with the common line of the 399.878 acre tract and said 25.070 acre tract, a distance of 814.60 feet to a calculated point for the southwest corner of the herein described tract;

THENCE, departing said common line, over and across the 399.878 acre tract the following thirty-two (32) courses:

- 1) N 33°20'50" E, a distance of 38.04 feet to a calculated point for a point of curvature of the herein described tract;
- 2) Curving to the left, with a radius of 740.00 feet, an arc length of 250.92 feet, a central angle of 19°25'41", a chord bearing of N 23°37'59" E, and a chord distance of 249.72 to a calculated point for a point of tangency of the herein described tract;
- 3) N 13°55'08" E, a distance of 152.24 feet to a calculated point for a re-entrant corner of the herein described tract;
- 4) N 76°04'52" W, a distance of 80.00 feet to a calculated point for an angle point of the herein described tract;
- 5) N 76°44'36" W, a distance of 34.40 feet to a calculated point for a corner of the herein described tract;
- 6) N 20°55'17" E, a distance of 36.54 feet to a calculated point for an angle point of the herein described tract;
- 7) N 15°39'08" E, a distance of 52.19 feet to a calculated point for an angle point of the herein described tract;
- 8) N 10°53'55" E, a distance of 218.86 feet to a calculated point for a re-entrant corner of the herein described tract;
- 9) N 79°05'37" W, a distance of 109.72 feet to a calculated point for a re-entrant corner of the herein described tract;
- 10) S 11°42'54" W, a distance of 13.50 feet to a calculated point for a corner of the herein described tract;
- 11) N 79°11'39" W, a distance of 130.00 feet to a calculated point for an angle point of the herein described tract;
- 12) N 79°21'54" W, a distance of 55.50 feet to a calculated point for a corner of the herein described tract;
- 13) N 06°21'30" E, a distance of 5.81 feet to a calculated point for a re-entrant corner of the herein described tract;
- 14) N 79°11'39" W, a distance of 119.45 feet to a calculated point for a re-entrant corner of the herein described tract;

- 15) S 18°01'49" W, a distance of 17.35 feet to a calculated point for a corner of the herein described tract;
- 16) N 75°40'25" W, a distance of 188.50 feet to a calculated point for a corner of the herein described tract;
- 17) N 14°19'35" E, a distance of 22.28 feet to a calculated point for a re-entrant corner of the herein described tract;
- 18) N 75°40'25" W, a distance of 120.00 feet to a calculated point for a re-entrant corner of the herein described tract;
- 19) S 14°19'35" W, a distance of 65.69 feet to a calculated point for a corner of the herein described tract;
- 20) N 71°43'22" W, a distance of 181.60 feet to a calculated point for a re-entrant corner of the herein described tract;
- 21) S 18°16'38" W, a distance of 27.25 feet to a calculated point for a corner of the herein described tract;
- 22) N 90°00'00" W, a distance of 88.16 feet to a calculated point for an angle point of the herein described tract;
- 23) N 81°06'35" W, a distance of 238.54 feet to a calculated point for a corner of the herein described tract;
- 24) N 09°33'10" W, a distance of 89.33 feet to a calculated point for an angle point of the herein described tract;
- 25) N 06°16'41" W, a distance of 103.52 feet to a calculated point for an angle point of the herein described tract;
- 26) N 14°35'31" E, a distance of 160.75 feet to a calculated point for an angle point of the herein described tract;
- 27) N 04°59'40" W, a distance of 107.39 feet to a calculated point for an angle point of the herein described tract;
- 28) N 24°20'55" E, a distance of 85.38 feet to a calculated point for an angle point of the herein described tract;
- 29) N 37°48'33" E, a distance of 149.36 feet to a calculated point for an angle point of the herein described tract;

- 30) N 43°42'09" E, a distance of 173.56 feet to a calculated point for an angle point of the herein described tract;
- 31) N 11°34'46" E, a distance of 134.65 feet to a calculated point for an angle point of the herein described tract;
- 32) N 35°04'52" E, a distance of 89.31 feet to a calculated point on the north line of the 399.878 acre tract and the south line of a called 1.00 acre tract of land conveyed unto Hunt Communities Bastrop, LLC in Document Number 201911016 of the Official Public Records of Bastrop County, Texas, for the northwest corner of the herein described tract;

THENCE, N 86°51'05" E, coincident with the common line of the 399.878 acre tract, said 1.00 acre tract, the south line of The Colony MUD 1A, Section 1, Phase B, as recorded in Cabinet 6, Page 189A of the Plat Records of Bastrop County, Texas, and the south line of the aforementioned The Colony MUD 1A, Section 1, Phase A, a distance of 2,508.39 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of the 399.878 acre tract and the aforementioned 10.599 acre tract, for a north corner of the herein described tract;

THENCE, departing said common line, coincident with the common line of the 399.878 acre tract and said 10.599 acre tract the following seven (7) courses:

- 1) S 03°08'55" E, a distance of 829.14 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
- 2) S 68°24'20" E, a distance of 127.74 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve of the herein described tract;
- 3) Curving to the left, with a radius of 271.69 feet, an arc length of 109.81 feet, a central angle of 23°09'29", a chord bearing of S 79°50'37" E, and a chord distance of 109.07 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve;
- 4) N 88°43'07" E, a distance of 140.03 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 5) N 43°41'39" E, a distance of 212.04 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 6) N 01°19'50" W, a distance of 717.59 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 7) N 24°51'52" E, a distance of 22.65 feet to the **POINT OF BEGINNING** and containing 104.630 acres of land more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE Inc., in November 2020 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. A sketch accompanies this description.

Dion P. Albertson

Dion P. Albertson RPLS Number 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPLS Licensed Surveying Firm Number 10194490



6/30/2023
Date

Date: June 30, 2023
Job No: 8732-00

Item 9G.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

HUNT COMMUNITIES
BASTROP, LLC.
REMAINDER OF A
CALLED 1258.002 ACRES
DOC. NO. 201617588
O.P.R.B.C.

HUNT COMMUNITIES
BASTROP, LLC.
CALLED 1.00 ACRE
DOC. NO. 201911016
O.P.R.B.C.

THE COLONY MUD 1A,
SECTION 1, PHASE B
CAB. 6, PG. 189A P.R.B.C.

THE COLONY MUD 1A,
SECTION 1, PHASE A
CAB. 6, PG. 129A P.R.B.C.

ABSTRACT NO. 33

HUNT COMMUNITIES
BASTROP, LLC.
REMAINDER OF A
CALLED 1258.002 ACRES
DOC. NO. 201617588
O.P.R.B.C.

SIS BASTROP, LLC
CALLED 10.599 ACRES
DOC. NO. 202107639
O.P.R.B.C.

CONTINENTAL HOMES OF
TEXAS, L.P.
CALLED 399.878 ACRES
DOCUMENT NO. 202022279
O.P.R.B.C.

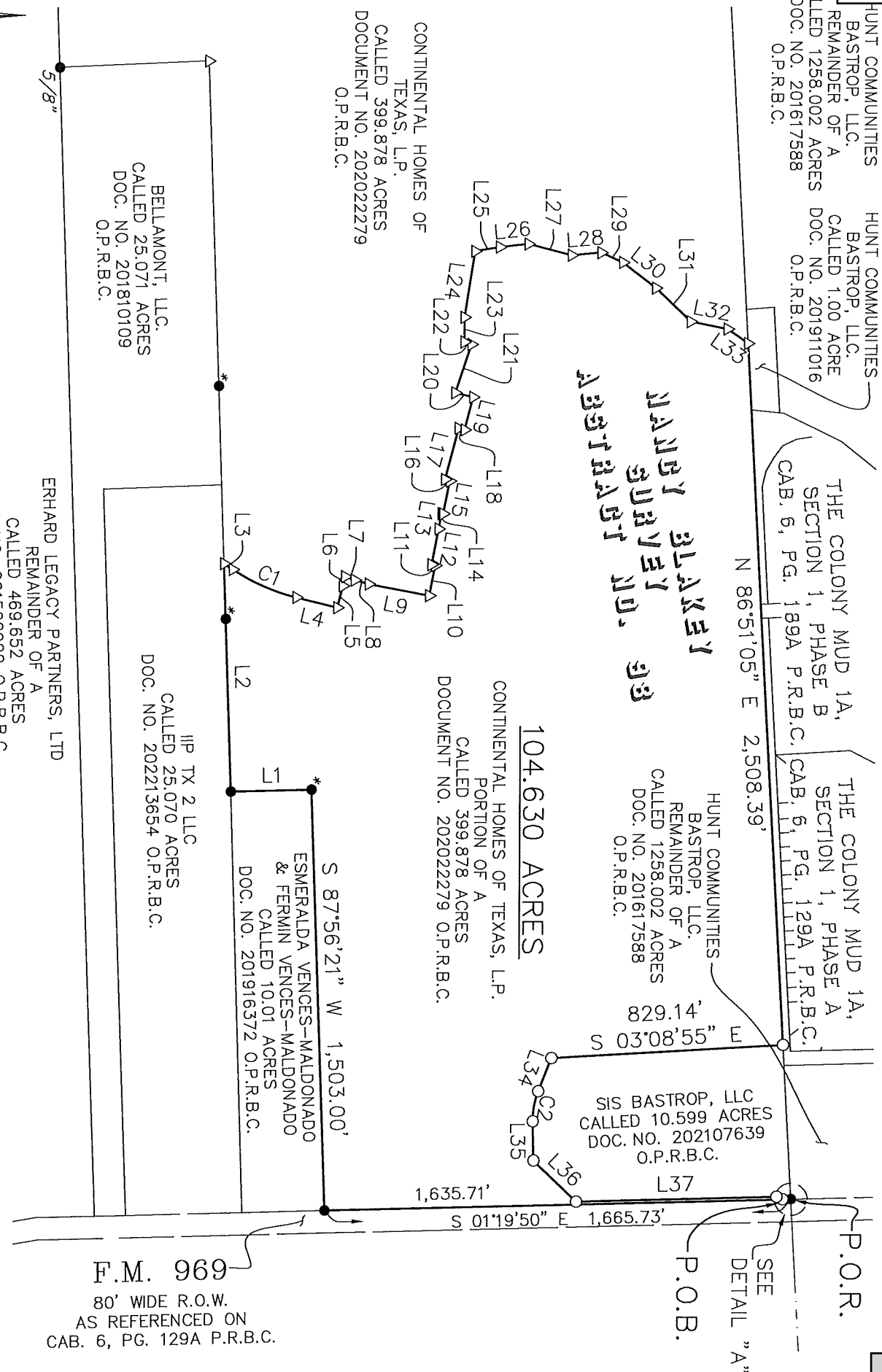
CONTINENTAL HOMES OF TEXAS, L.P.
PORTION OF A
CALLED 399.878 ACRES
DOCUMENT NO. 202022279 O.P.R.B.C.

BELLAMONT, LLC.
CALLED 25.071 ACRES
DOC. NO. 201810109
O.P.R.B.C.

IIP TX 2 LLC
CALLED 25.070 ACRES
DOC. NO. 202213654 O.P.R.B.C.

ESMERALDA VENCES-MALDONADO
& FERMIN VENCES-MALDONADO
CALLED 10.01 ACRES
DOC. NO. 201916372 O.P.R.B.C.

ERHARD LEGACY PARTNERS, LTD
REMAINDER OF A
CALLED 469.652 ACRES
DOC. NO. 201502920 O.P.R.B.C.



F.M. 969
80' WIDE R.O.W.
AS REFERENCED ON
CAB. 6, PG. 129A P.R.B.C.



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

Copyright 2023

SCALE: 1"=500'

SHEET **6**
OF **8**

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 01°19'22" E	290.00'
L2	S 87°55'54" W	814.60'
L3	N 33°20'50" E	38.04'
L4	N 13°55'08" E	152.24'
L5	N 76°04'52" W	80.00'
L6	N 76°44'36" W	34.40'
L7	N 20°55'17" E	36.54'
L8	N 15°39'08" E	52.19'
L9	N 10°53'55" E	218.86'
L10	N 79°05'37" W	109.72'
L11	S 11°42'54" W	13.50'
L12	N 79°11'39" W	130.00'
L13	N 79°21'54" W	55.50'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L14	N 06°21'30" E	5.81'
L15	N 79°11'39" W	119.45'
L16	S 18°01'49" W	17.35'
L17	N 75°40'25" W	188.50'
L18	N 14°19'35" E	22.28'
L19	N 75°40'25" W	120.00'
L20	S 14°19'35" W	65.69'
L21	N 71°43'22" W	181.60'
L22	S 18°16'38" W	27.25'
L23	N 90°00'00" W	88.16'
L24	N 81°06'35" W	238.54'
L25	N 09°33'10" W	89.33'
L26	N 06°16'41" W	103.52'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L27	N 14°35'31" E	160.75'
L28	N 04°59'40" W	107.39'
L29	N 24°20'55" E	85.38'
L30	N 37°48'33" E	149.36'
L31	N 43°42'09" E	173.56'
L32	N 11°34'46" E	134.65'
L33	N 35°04'52" E	89.31'
L34	S 68°24'20" E	127.74'
L35	N 88°43'07" E	140.03'
L36	N 43°41'39" E	212.04'
L37	N 01°19'50" W	717.59'
L38	N 24°51'52" E	22.65'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	250.92'	740.00'	19°25'41"	N 23°37'59" E	249.72'
C2	109.81'	271.69'	23°09'29"	S 79°50'37" E	109.07'

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD 83. DISTANCES SHOWN ARE IN SURFACE VALUES. COMBINED SCALE FACTOR IS 0.99998269.



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

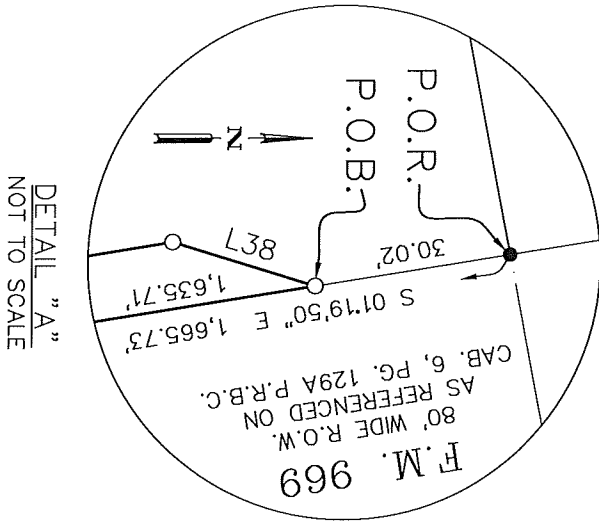
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SCALE: ~

SHEET 7

OF 8

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



DETAIL "A"
NOT TO SCALE

LEGEND

- CAB. CABINET
- O.P.R.B.C. OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
- O.R.B.C. OFFICIAL RECORDS OF BASTROP COUNTY
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- R.O.W. RIGHT-OF-WAY
- VOL. VOLUME
- FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
- * FOUND 1/2" IRON ROD W/CAP "RPLS 5548"
- FOUND 1/2" IRON ROD W/CAP "CBD"
- SET 1/2" IRON ROD W/CAP "BGE INC"
- △ CALCULATED POINT

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD 83. DISTANCES SHOWN ARE IN SURFACE VALUES. COMBINED SCALE FACTOR IS 0.99998269.



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SCALE: ~

SHEET 8

OF 8