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



AMENDED - September 17, 2024

**Regular City Council Meeting at 6:30 PM** 

AMENDMENT — Addition of Item 9A (in red)

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

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

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

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE Laura Faircloth and Andie Cox, Bluebonnet Elementary Safety Patrol

**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 Chaplain
- 4. **PRESENTATIONS**
- 4A. Mayor's Report

4B. Council Members' Report

#### 5. WORK SESSIONS/BRIEFINGS - NONE

#### 6. STAFF AND BOARD REPORTS

<u>6A.</u> City Manager's Report

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

### 7. CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the Council must complete a citizen comment form and give the completed form to the City Secretary prior to the start of the City Council meeting. Alternately, if you are unable to attend the council meeting, you may complete a citizen comment form with your comments at <u>www.cityofbastrop.org/citizencommentform</u> 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.

<u>8A.</u> Consider and act to approve the Bastrop City Council meeting minutes from the Tuesday, September 10, 2024 Regular Meeting.

Submitted by: Victoria Psencik, Assistant City Secretary

8B. Consider and act on the second reading of Ordinance No. 2024-32 Granting an extension of the master plan expiration for the Reed Ranch Planned Development District, being 24.04 acres out of the Nancy Blakey Survey, as shown on Attachment 2, located at 615 W Highway 71, within the city limits of Bastrop, Texas, providing for findings of fact; providing for repealer; providing for severability; providing for enforcement; providing for proper notice and meeting; and establishing an effective date.

Submitted by: Kennedy Higgins, Senior Planner, Development Services Department

#### AMENDED Friday, September 13, 2024 at 3:00 pm

8C. Consider and act on the second reading of Ordinance No. 2024-28, Amending the Bastrop Code of Ordinances, Appendix A, Fee Schedule, Article A13.02 "Water and Wastewater Rates and Charges", Sections A13.02.002 Wastewater Service Charge, and A13.02.004 Water Service Charge, as attached in Exhibit A; providing for: findings of fact, enactment, repealer, severability, providing for an effective date, codification, proper notice and meeting.

Submitted by: Edi McIlwain, Chief Financial Officer

#### 9. ITEMS FOR INDIVIDUAL CONSIDERATION

<u>9A.</u> Consider and act on the second reading of Ordinance No. 2024-23, Approving the updated service plan, including provisions related to assessments for the Hunters Crossing Public Improvement District; approving the fiscal year 2024 assessment roll for the District; and containing other provisions related to the Hunters Crossing Public Improvement District and the Hunters Crossing Local Government Corporation; and providing for an effective date.

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

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

Submitted by: Edi McIlwain, Chief Financial Officer

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

Submitted by: Edi McIlwain, Chief Financial Officer

<u>9D.</u> Consider and act on Resolution R-2024-129, Ratifying that the Adoption of the Fiscal Year 2024-2025 Budget will require Raising more Revenue from Property Taxes than in the previous year; Providing for Severability; Providing for Repealer; Providing an Effective Date; and Providing for Proper Notice and Meeting.

Submitted by: Edi McIlwain, Chief Financial Officer

<u>9E.</u> Consider and act on Resolution No. R-2024-125, Amending the Rules of Procedure for the City Council and Board & Commissions as presented and approved at the April 29, July 9, and August 13, 2024 Regular Meetings; Providing for Findings of Fact, Repealer, Severability; Effective Date, Proper Notice and Meeting.

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

<u>9F.</u> Consider and act on Resolution No. R-2024-121, Approving changes to the Bastrop Economic Development Corporation's Revolving Loan Fund (RLF) Program; repealing all resolutions in conflict; and providing an effective date.

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

<u>9G.</u> Consider and act to adopt Resolution No. R-2024-127, Casting a ballot for Election of Places 11-14 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool for a six (6) year Term.

Submitted by: Irma Parker, City Secretary

<u>9H.</u> Presentation regarding the status of the Recall Petition.

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

<u>91.</u> Consider and act on the Preliminary Engineering Study and Water/Wastewater Master Plan conducted by Freese and Nichols as requested by Council Member Lee and Mayor Nelson.

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

<u>9J.</u> Consider and act on Resolution No. R-2024-126, Amending Article 2 "General rules of Procedure and Policies", Section 2.4 "Regular Meetings" by directing that meetings shall end no later than 10:00 pm.

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

<u>9K.</u> Consider and act on Resolution No. R-2024-110, approving an Interlocal Agreement between the City of Bastrop and Bastrop County regarding surveying a portion of land located south of Hunters Crossing and east of SH 304, as attached in Exhibit A; authorizing the execution of all necessary documents; upon request and providing for findings of fact, repealer, severability, effective date, proper notice, and meeting.

Submitted by: Andres Rosales, Assistant City Manager

<u>9L.</u> Consider and act on Resolution No. R-2024-128, Authorizing the City Manager to negotiate and execute a change order on the initial contract with Holbrook Asphalt Company for additions to the scope of work valued at Three Hundred Forty Thousand and 00/100 dollars (\$340,000.00), provided that the total amount under the contract not to exceed One Million Six Hundred Twenty-Five Thousand and 00/100 Dollars (\$1,625,000.00), for the purchase of high-density mineral bond seal ("HA5") treatment for asphalt pavement and traffic control through use of the City of Hurst Interlocal Purchasing Agreement previously approved by Resolution No. R-2024-16; authorizing the execution of all necessary documents; upon request and providing for findings of fact, repealer, severability, effective date, proper notice, and meeting.

Submitted by: Andres Rosales, Assistant City Manager

<u>9M.</u> Consider and act on Resolution No. R-2024-124, Awarding a contract, attached as Exhibit A, for the Bastrop Power & Light Five-Year System Study to McCord Engineering, Inc. in the amount not to exceed Seventy-Five Thousand and 00/100 Dollars (\$75,000.00); authorizing the execution of all necessary documents; upon request and providing for findings of fact, repealer, severability, effective date, proper notice, and meeting.

Submitted by: Andres Rosales, Assistant City Manager

#### 10. 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, <u>www.cityofbastrop.org</u> and said Notice was originally posted on the following date and time: Thursday, September 12, 2024 at 5:30 p.m. and the amended Agenda Notice was posted on Friday, September 13, 2024 at 3:00 p.m. and remained posted for at least two hours after said meeting was convened.

/s/Victoria Psencik Victoria Psencik, Assistant City Secretary



# **STAFF REPORT**

MEETING DATE: September 17, 2024

# TITLE:

Mayor's Report

#### AGENDA ITEM SUBMITTED BY:

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

#### **POLICY EXPLANATION:**

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

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

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

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



# **STAFF REPORT**

MEETING DATE: September 17, 2024

#### TITLE:

**Council Members' Report** 

#### AGENDA ITEM SUBMITTED BY:

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

#### **POLICY EXPLANATION:**

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

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

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

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





MEETING DATE: September 17, 2024

#### TITLE:

City Manager's Report

#### AGENDA ITEM SUBMITTED BY:

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

#### **POLICY EXPLANATION:**

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

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

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

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



# **STAFF REPORT**

MEETING DATE: September 17, 2024

#### TITLE:

Consider and act to approve the Bastrop City Council meeting minutes from the Tuesday, September 10, 2024 Regular Meeting

#### AGENDA ITEM SUBMITTED BY:

Victoria Psencik, Assistant City Secretary

**BACKGROUND/HISTORY:** N/A **FISCAL IMPACT:** N/A **RECOMMENDATION:** 

Approve the Bastrop City Council meeting minutes the Tuesday, September 10, 2024 Regular Meeting.

### **ATTACHMENTS:**

• DRAFT Tuesday, September 10, 2024 Regular Meeting

9

# CITY OF BASTROP REGULAR CITY COUNCIL MEETING MINUTES SEPTEMBER 10, 2024

The Bastrop City Council met in a Regular Meeting on Tuesday, September 10, 2024, at 6:30 p.m. at the Bastrop City Hall Council Chambers, 1311 Chestnut Street, Bastrop, Texas, with the following action taken to wit:

#### **Council Members Present**

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

#### **Staff Present**

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

### 1. CALL TO ORDER

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

#### 2. PLEDGE OF ALLEGIANCE

Juan Ramirez and Arwyn Ayala from Bastrop High School BearTecs Robotics led the Pledge of Allegiance to both the U.S. flag and the Texas flag.

#### 3. INVOCATION

Dale Burke, Bastrop Police Chaplain, gave this evening's Invocation.

#### 4. **PRESENTATIONS**

- 4A. Mayor's Report
- 4B. Council Members' Report
- 4C. <u>A proclamation of the City Council of the City of Bastrop, Texas recognizing</u> the month of September 2024 as National Preparedness Month.

Submitted by: Victoria Psencik, Assistant City Secretary

The proclamation was read by Assistant City Secretary Psencik and signed by City Manager Carrillo-Trevino.

No action was taken on Item 4C.

4D. <u>Receive the Annual Comprehensive Financial Report for the period ending</u> September 30, 2023, which includes the independent auditor's report presented by the independent audit firm of Belt Harris Pechacek, LLLP.

Submitted by: Edi McIlwain, Chief Financial Officer

No action was taken on Item 4D.

#### 5. WORK SESSIONS/BRIEFINGS

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

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

No action was taken on Item 5A.

#### 6. **STAFF AND BOARD REPORTS**

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

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

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

No action was taken on Item 6A.

#### 7. **CITIZEN COMMENT(S)**

No general comments were submitted.

#### 8. **CONSENT AGENDA**

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

1. Tuesday, August 27, 2024 Regular Meeting; and

2. Wednesday, September 4, 2024 Special Budget Workshop. Submitted by: Victoria Psencik, Assistant City Secretary

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

Submitted by: Robert Barron, GIS Manager

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

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

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

#### **CONSENT AGENDA ITEM 8B DISCUSSION**

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

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

**MOTION:** Council Member Fossler moved to approve the second reading of Ordinance No. 2024-24 to abandon and vacate a certain section of the Madison Street right-of-way and the Houston Street right-of-way to the north of State Highway 71 and south of Government Street. Mayor Pro-Tem Kirkland seconded the motion. Motion carried unanimously.

#### 9. ITEMS FOR INDIVIDUAL CONSIDERATION

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

Submitted/Presented by: Edi McIlwain, Chief Financial Officer

Mayor Nelson opened the Public Hearing at 7:26 pm for the Fiscal Year 2024-2025 Budget.

No comments were submitted.

Mayor Nelson closed the Public Hearing at 7:26 pm for the Fiscal Year 2024-2025 Budget.

**MOTION:** Council Member Meyer moved to approve the first reading of Ordinance No. 2024-29 to adopt the budget for Fiscal Year 2024-2025 and to include on the September 17, 2024 agenda for the second reading. Council Member Fossler seconded the motion. Motion carried unanimously.

9A. <u>Conduct a public hearing and consider and act on the first reading of</u> Ordinance No. 2024-30, Adopting the tax roll, adopting the tax rate, and levying ad valorem taxes for the Fiscal Year 2024-2025 to provide revenue for the payment of budgeted municipal expenditures; and providing for tax

# assessment; records; severability; an effective date; and proper notice and meeting; and move to include on the September 17, 2024, agenda for a second reading.

Submitted/Presented by: Edi McIlwain, Chief Financial Officer

Mayor Nelson opened the Public Hearing at 7:31 pm for the adoption of the Tax Roll, the Tax Rate, and levying ad valorem taxes for Fiscal Year 2024-2025.

No comments were submitted.

Mayor Nelson closed the Public Hearing at 7:31 pm for the adoption of the Tax Roll, the Tax Rate, and levying ad valorem taxes for Fiscal Year 2024-2025.

**MOTION:** Council Member Meyer moved that the property tax rate be increased by the adoption of a tax rate of \$0.4994 per \$100 valuation, which is effectively a 1.6 percent increase in the tax rate and to include on the September 17, 2024 agenda for the second reading. Council Member Fossler seconded the motion. Motion carried unanimously.

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

Submitted/Presented by: Edi McIlwain, Chief Financial Officer

**MOTION:** Council Member Lee moved to approve the first reading of Ordinance No. 2024-28 to amend the Bastrop Code of Ordinances, Appendix A, Fee Schedule, Article A13.02 "Water and Wastewater Rates and Charges", Sections A13.02.002 Wastewater Service Charge, and A13.02.004 Water Service Charge and to include on the September 17, 2024 agenda for the second reading. Council Member Fossler seconded the motion. Motion carried unanimously.

9D. <u>Consider and act on the first reading of Ordinance No. 2024-31, Authorizing the Issuance of the City of Bastrop, Texas Combination Tax and Revenue Certificates of Obligation, Series 2023; Levying an Ad Valorem Tax and Pledging Certain Surplus Revenues in Support of the Certificates; Approving an Official Statement, a Paying Agent/Registrar Agreement and Other Agreements Relating to the Sale and Issuance of the Certificates; and Ordaining Other Matters Relating to the Issuance of the Certificates; repealing all ordinances and actions in conflict herewith; and providing for an effective date.</u>

Submitted/Presented by: Edi McIlwain, Chief Financial Officer Presented by: Dan Wegmiller, Specialized Public Finance Inc. **MOTION:** Council Member Plunkett moved to approve the first reading of Ordinance No. 2024-31 to authorize the Issuance of the City of Bastrop, Texas Combination Tax and Revenue Certificates of Obligation, Series 2023 and to include on the September 17, 2024 agenda for the second reading. Council Member Meyer seconded the motion. Motion carried unanimously.

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

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

**MOTION:** Council Member Plunkett moved to approve the first reading of Resolution No. R-2024-118 to approve an Agreement with BEDC and Hunden Partners for a feasibility study for a sports complex in the Bastrop Business and Industrial Park and to include on the September 17, 2024 Consent Agenda for the second reading. Council Member Meyer seconded the motion. Motion carried unanimously.

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

Submitted/Presented by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager Presented by: Jon Snyder, P3 Works

**MOTION TO UN-TABLE:** Council Member Plunkett moved to un-table Item 9F, the Fiscal Year 2025 Annual Service Plan Update for the Hunters Crossing Public Improvement District, to discuss and take possible action. Mayor Pro-Tem Kirkland seconded the motion. Motion carried unanimously.

**MOTION:** Council Member Lee moved to approve the first reading of Ordinance No. 2024-23 the Fiscal Year 2025 Annual Service Plan Update for the Hunters Crossing Public Improvement District and to include on the September 17, 2024 agenda for the second reading. Mayor Pro-Tem Kirkland seconded the motion. Motion carried unanimously.

9G. <u>Consider and act on Resolution No. R-2024-109, Emergency procurement</u> from Forsythe Brothers Infrastructure, in the amount not to exceed Two Hundred Thirty-Five Thousand, Nine Hundred and Seventy-Three and 00/100 (\$235,973.00) for materials and labor to repair damaged storm drain facilities and appurtenances at Church Street and Button Wood, storm drain outfall erosion at Pecan Park, and the repair of 60 120 feet of damaged storm drain pipe on Sterling Drive, as shown in Exhibit A-2 to Attachment A; authorizing the execution of all necessary documents; upon request and providing for

# findings of fact, repealer, severability, effective date, proper notice, and meeting.

Submitted/Presented by: Andres Rosales, Assistant City Manager Presented by: Bill Forsythe, Forsythe Brothers Infrastructure LLC

**MOTION:** Council Member Meyer moved to approve Resolution No. R-2024-109 for emergency procurement from Forsythe Brothers Infrastructure for materials and labor to repair damaged storm facilities and erosion. Council Member Lee seconded the motion. Motion carried unanimously.

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

Submitted/Presented by: Doug Haggerty, Fleet and Facilities Manager

**MOTION:** Council Member Plunkett moved to approve Resolution No. R-2024-120 for an Interlocal Agreement for joint and cooperative purchasing with the City of Round Rock. Council Member Meyer seconded the motion. Motion carried unanimously.

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

Submitted/Presented by: Kennedy Higgins, Development Services Senior Planner

**MOTION:** Council Member Plunkett moved to approve the first reading of Ordinance No. 2024-32 to grant an extension of the master plan expiration for Reed Ranch Planned Development District and to include on the September 17, 2024 Consent Agenda for the second reading. Council Member Meyer seconded the motion. Motion carried unanimously.

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

Submitted/Presented by: Kennedy Higgins, Development Services Senior Planner

**MOTION:** Council Member Fossler moved to approve Resolution No. R-2024-117 to grant Historic Landmark status for 0.564 acres out of Farm Lot 3 East of Main Street known as the J.T. Crysup House. Council Member Meyer seconded the motion. Motion carried unanimously.

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

Submitted/Presented By: Irma Parker, City Secretary

**MOTION:** Council Member Meyer moved to approve Resolution No. R-2024-122 to nominate the five (5) members that have expressed interest: David Redd, David Glass, William (Bill) Archer, Jeannie Ralph, and Justin Bezner; to the Bastrop Central Appraisal District by execution of an official ballot. Mayor Pro-Tem Kirkland seconded the motion. Motion carried unanimously.

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

Submitted/Presented by: Irma Parker, City Secretary

**MOTION:** Council Member Lee moved to approve Resolution No. R-2024-123 to cast an official ballot for Na'Cole Thompson, Mayor Pro-Tem of Leander, for the Region 10 Director on the Texas Municipal League Board of Directors. Council Member Fossler seconded the motion. Motion failed 2 to 3 with Council Member Meyer, Council Member Plunkett, and Mayor Pro-Tem Kirkland voted against.

**MOTION:** Council Member Meyer moved to approve Resolution No. R-2024-123 to cast an official ballot for Jimmy Jenkins, Councilmember of Smithville, for the Region 10 Director on the Texas Municipal League Board of Directors. Council Member Fossler seconded the motion. Motion carried unanimously.

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

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

**MOTION TO UN-TABLE:** Council Member Fossler moved to un-table Item 9M, the disannexation of land from the city's 1-mile extraterritorial jurisdiction located at 1285 West State Highway 71 Unit A, to discuss and take possible action. Council Member Meyer seconded the motion. Motion carried unanimously.

**MOTION TO POSTPONE:** Council Member Plunkett moved to postpone Resolution No. R-2024-114, the disannexation of land from the city's 1-mile extraterritorial jurisdiction located at 1285 West State Highway 71 Unit A, until the next available City Council Meeting date which will occur after the request for a sign variance is heard at the Zoning Board of Adjustment Meeting. Council Member Meyer seconded the motion. Motion carried unanimously.

### **10. EXECUTIVE SESSION**

# The City Council met at 8:48 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

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

Mayor Nelson recessed the Executive Session and reconvened the Open Session at 9:46 p.m.

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

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

No action was taken on Item 10A.

#### 12. ADJOURNMENT

Upon receiving a motion and a second to adjourn, the September 10<sup>th</sup> Regular Meeting was adjourned at 9:46 p.m. without objection.

## CITY OF BASTROP, TEXAS

Lyle Nelson, Mayor

ATTEST:

Victoria Psencik, Assistant City Secretary



# **STAFF REPORT**

Item 8B.

MEETING DATE: September 17, 2024

## TITLE:

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

#### AGENDA ITEM SUBMITTED BY:

Submitted by: Kennedy Higgins, Senior Planner, Development Services Department

#### BACKGROUND:

The applicant has applied for an extension of the master plan expiration for the Reed Ranch Planned Development District.

#### PLANNING & ZONING COMMISSION RECOMMENDATION:

The P&Z Commission reviewed the request at their August 29, 2024, regular meeting, and recommended approval unanimously with the recommendation to approve the extension for 12 months.

#### STAFF RECOMMENDATION:

Consider and act to approve the second reading.

#### **ATTACHMENTS:**

- Ordinance No. 2024-32
- Location Map
- Applicants Request
- Reed Ranch PDD

#### ORDINANCE NO. 2024-32

#### REED RANCH PDD MASTER PLAN EXPIRATION EXTENSION

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, GRANTING AN EXTENSION OF THE MASTER PLAN EXPIRATION FOR THE REED RANCH PLANNED DEVELOPMENT DISTRICT FOR 24.04 +/- ACRES OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT NUMBER 98, BASTROP COUNTY, TEXAS, MORE COMMONLY KNOWN AS REED RANCH; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PROPER NOTICE AND MEETING; AND ESTABLISHING AN EFFECTIVE DATE.

- WHEREAS, the City of Bastrop, Texas (City) is a Home-Rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and
- WHEREAS, on or about November 7, 2023, the City Council Approved Ordinance 2023-35, known as the Reed Ranch Zoning Concept Scheme changing the zoning of 24.04 +/- acres from P2 Rural to Planned Development District; and
- WHEREAS, in accordance with City of Bastrop Code of Ordinances, Bastrop Building Block (b3) code article 3.4 Planned Development Districts Section 3.4.006 Master Plan, (h) the master plan shall expire one year (365 days) and (i) extension and reinstatement can be requested; and
- WHEREAS, on or about June 27, 2024, the owner's representative, Hayden Lunsford, requested an extension of the expiration of the master plan, set to expire on the anniversary of approval of the ordinance; and
- WHEREAS, a public hearing was held before the City of Bastrop Planning and Zoning Commission (P&Z) on August 29, 2024 and a recommendation was made to approve the requested extension of 12 months; and
- WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations that are for good government, peace, or order of the City and are necessary or proper for carrying out a power granted by law to the City; and
- WHEREAS, after consideration of public input received at the hearing, the information provided by the Applicants, and all other information presented, City Council finds that it is necessary and proper to enact this Ordinance.

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

- **Section 1:** The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.
- **Section 2:** The Property, 24.04 acres out of the Nancy Blakey Survey, Abstract number 98, more commonly known as Reed ranch, more particularly shown and described in Exhibit A which is attached and incorporated herein, the extension of the expiration of the master plan is hereby granted, the new expiration of the master plan will be November 7, 2025.
- **Section 3:** All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.
- **Section 4:** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.
- **Section 5:** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.
- **Section 6:** This Ordinance shall be effective immediately upon passage and publication.

[Signatures on following page]

**READ & ACKNOWLEDGED** on First Reading on this the 10th day of September 2024.

**READ & ADOPTED** on Second Reading on this the 17th day of September 2024.

**APPROVED:** 

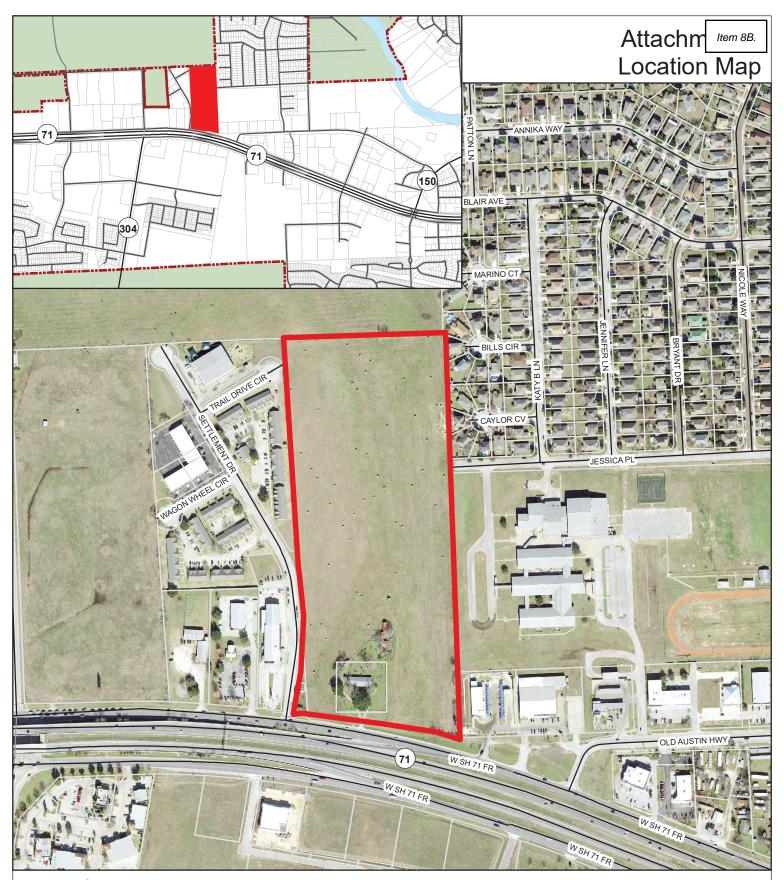
Lyle Nelson, Mayor

ATTEST:

Irma G. Parker, City Secretary

**APPROVED AS TO FORM:** 

Alan Bojorquez, City Attorney



#### Date: 10/4/2023



90 180 360 0 Feet I. . 

# **Reed Ranch Property Location Map**

1 inch = 400 feet

Date: 10/4/2023 The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility accuracy, completeness or usefulness in not infringe upon privately owned right

Ν



June 27, 2024

#### PD Master Plan – Ordinance 2023-35 – Extension Request

To Whom It May Concern,

This letter serves as the formal request to extend the PD Master Plan for Reed Ranch located at the northeast corner of W SH 71 westbound service road and Settlement Drive, encompassing approximately 24.462 acres.

Per the PDD Ordinance: "(h) Lapse of master plan. A PD master plan shall expire after a period of one year (365 calendar days) if substantial progress is not demonstrated in the form of approval of a site development plan."

Based on the above requirement, an extension request must be approved on or prior to September of this year for this project, given the Reed Ranch ordinance was adopted in November of 2023.

Reasons for Extension:

- The necessary ROW and Easement dedication required of us for public roadway improvements included in The Master Transportation Plan were finalized on 5/28/24. Even if we gave all our third-party vendors the green-light to work towards a Site Development Plan on that date, it would be very difficult to get approval by November. City staff can speak to our cooperation and urgency to get these ROW and Easement documents finalized. Knowing the widths of these areas has to come before anything else.
- The extension of Blakey Lane from Lowe's over to Riverside Grove and then it's connection down to Old Austin Highway. These connections are paramount to the viability of our project, and they are out of our control (funding and timing). We understand the City is working hard to put these roads in place, but there is always a chance things get delayed or denied. If we open the doors of Reed Ranch Phase I without this road, the only access will be off of Settlement Drive. Not only will Settlement Drive be a mess to maneuver, but our project will greatly suffer. It will also be a massive disruption once the road is under construction adjacent to our newly completed project. It is our goal to see significant progress from the City on these improvements before we press go so that the necessary access is already in place when we open.

Thank you for the consideration.

OWNER:

Bastrop Apartments, L.P.

By: Name: Hayden Lunsford

Title: Authorized Person

#### ORDINANCE 2023-35

#### ZONING CONCEPT SCHEME CHANGE REED RANCH

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE ZONING CHANGE FOR 24.462 +/- ACRES OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT 98, BASTROP COUNTY, TEXAS, MORE COMMONLY KNOWN AS REED RANCH FROM P2 RURAL TO PLANNED DEVELOPMENT DISTRICT: PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PROPER NOTICE AND **MEETING**; AND **ESTABLISHING AN EFFECTIVE DATE.** 

- WHEREAS, the City of Bastrop, Texas (City) is a Home-Rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and
- WHEREAS, on or about July 26, 2023, Charley Dorsaneo submitted a request for zoning modifications for certain properties located at the northeast corner of State Highway 71 and Settlement Drive, within the city limits of Bastrop, Texas described as being 24.462 +/- acres of land out of the Nancy Blakey Survey Abstract 98 more commonly known as Reed Ranch ("Property"); and
- WHEREAS, the City Staff has reviewed the request for zoning modifications, and finds it to be justifiable based upon the Future Land Use Designation for this Property; and
- WHEREAS, City Council has reviewed the request for zoning modifications, and finds the request to be reasonable and proper under the circumstances; and
- WHEREAS, in accordance with Texas Local Government Code Chapter 211, public notice was given, and a public hearing was held before the City of Bastrop Planning and Zoning Commission (P&Z) on October 5, 2023; and
- WHEREAS, in accordance with Texas Local Government Code Chapter 211, public notice was given, and a public hearing was held before the City Council regarding the requested zoning modification; and
- WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations that are for good government, peace, or order of the City and are necessary or proper for

carrying out a power granted by law to the City; and

WHEREAS, after consideration of public input received at the hearing, the information provided by the Applicants, and all other information presented, City Council finds that it is necessary and proper to enact this Ordinance.

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

- **Section 1:** The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.
- Section 2: The Property, a 24.462 +/- acres tract of land out of the Nancy Blakey Survey, Abstract 98, Bastrop County, Texas, more commonly known as Reed Ranch, more particularly shown and described in Attachment A which is attached and incorporated herein, is hereby rezoned from P2 Rural to Planned Development District with a base district of P4 Mix. The City Manager is hereby authorized to promptly note the zoning change on the official Zoning Map of the City of Bastrop, Texas.
- **Section 3:** All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.
- **Section 4:** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.
- Section 5: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.
- **Section 6:** This Ordinance shall be effective immediately upon passage and publication.

[Signatures on following page]

READ & ACKNOWLEDGED on First Reading on this the 10th day of October

2023. READ & ADOPTED on Second Reading on this the 7th day of

November 2023.

**APPROVED:** 

Lyle Nelson, Mayor

ATTEST:

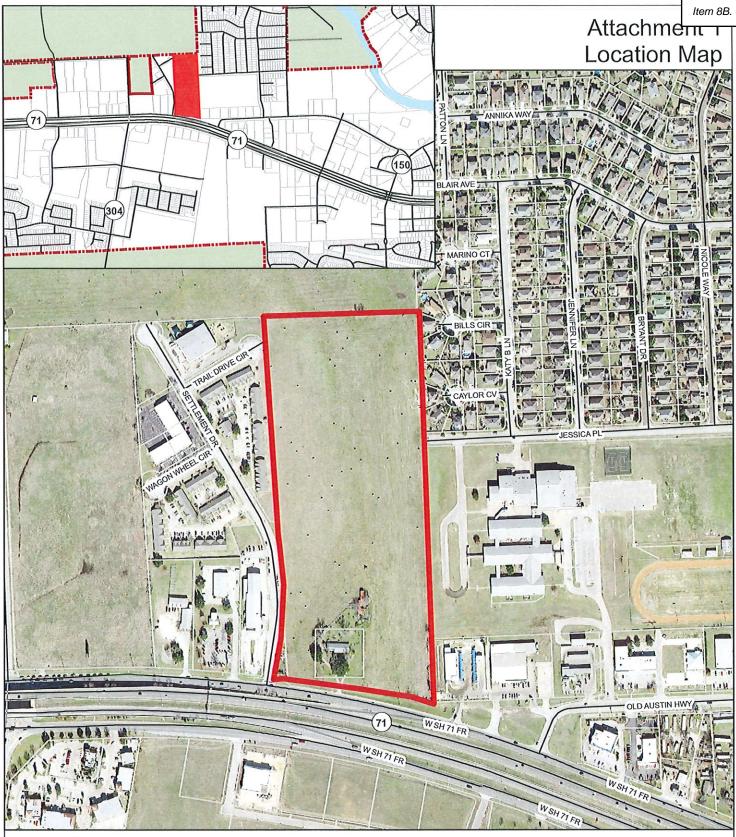
Ann Franklin, City Secretary

**APPROVED AS TO FORM:** 

Alan Bojorquez, City Attomey

# ATTACHMENT A

# **Property Description**





90 180 360 0 Feet L 1

**Reed Ranch Property Location Map** 

1 inch = 400 feet

#### Date: 10/4/2023

Date: 10/4/2023 The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or rederal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of marchantability and fitness for particular purpose, or assumes any legal liabity or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not Infringe upon privately owned rights.

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# ATTACHMENT B

**Reed Ranch PDD** 

#### **REED RANCH**

#### PLANNED DEVELOPMENT DISTRICT

#### PROPERTY

The subject property is located at the northeast corner of W SH 71 westbound service road and Settlement Drive, encompassing approximately 24.462 acres, as described in the survey, attached hereto as **Exhibit A**, (the "Property").



#### PURPOSE

The purpose of this planned development zoning district is to develop a two-phase multifamily project with varying building sizes and which will incorporate a mix of unit types nearby accessible civic space through a network of pedestrian-friendly streets. Per the City of Bastrop's Comprehensive Plan 2036, the proposed development is located within a Transitional Residential character area. This development is compliant with the character area designation as it provides a multifamily use as an appropriate transition between the neighboring Public and Institutional and Neighborhood Residential character areas to the east and the General Commercial character area to the west (5-17). The development furthers the recommended development pattern of the character area by providing a new collector street along the eastern boundary. To move forward with our project, we are making an application for a Planned Development District (PDD) zoning designation, which is a representative zoning district for the character area, and therefore no amendment to the comprehensive plan is required (5-17). The Property is currently zoned as P2 (Rural).

#### **CONCEPT PLAN & BASE ZONING**

A conceptual Planned Development Master Plan (the "PD Master Plan") for the proposed project has been attached to this PDD in **Exhibit B** to illustrate and identify the proposed land uses, intensities, building locations, building footprints, and thoroughfare locations, for the Property. In accordance with the B3 Code, the Property shall have a base place type designation of P4 (Mix), to allow for all permitted Building Types, including but not limited to Apartment and Courtyard Apartment Building types. The project is a

#### **REED RANCH**

#### PLANNED DEVELOPMENT DISTRICT

contributing development to the goals of the overall place type mix within the pedestrian shed and the sole use for the Property shall be for multifamily development, as well as related accessory amenity and civic space uses. The southern portion of the Property shall be Phase 1 and the northern portion of the Property shall be Phase 2, and the development shall be constructed in that respective sequence. Approval of this PDD does not constitute approval of a subdivision or site plan.

#### **DEVELOPMENT STANDARDS**

The development standards of this PDD may include, but shall not be limited to, uses; density; lot size; building size; lot dimensions; setbacks; coverage; height; landscaping; lighting; screening; fencing; parking and loading; signage; open space; drainage; and utility standards, shall be in accordance with the P4 place type of the B3 Code. However, all building types shall be allowed 3 stories in height, except for (a) buildings in Phase 2, Blocks 2 and 4 (as generally shown on **Exhibit B**), which shall be limited to a maximum of 2 stories, and (b) buildings generally on the western half of the Property, which shall be limited to a maximum of 4 stories, with a variety of unit sizes and bedroom mixes, and those modified Development Standards Variances, Deviations, Waivers, and Warrants List identified in **Exhibit C**, and approved as part of this PDD.

#### STREET STANDARDS

The Streets denoted as "Public Streets" in Exhibit B are intended to be City-owned and maintained. The Streets denoted as "Private Streets" shall be privately owned and maintained as part of the project. Per the City's request, this PDD does not provide the extension of Jessica Place through the Property as identified in the City's Thoroughfare Master Plan. By the approval of this PDD, the City acknowledges that no such public thoroughfare or connection is required. The location and permitted cross-sections and standards of such streets, alleys, and parking areas are generally shown on the Street Types exhibit, attached to this PDD as **Exhibit D**, and approved as part of this PDD. Additional street dedication and maintenance standards are described in **Exhibit C**, and approved as part of this PDD.

#### CIVIC SPACE

This PDD shall include privately owned civic space that shall be accessible to the public as generally shown in Exhibit B. The exact locations of civic space shall be finalized during site plan review. The private civic space shall meet the intent of the civic space requirement of the B3 Code.

#### EXHIBITS

The exhibits attached hereto shall be considered part of the PDD, except that the exact design and locations of any building, facility, structure or amenity shall be established during the plat or site plan review phases. Modifications from any such exhibit are permitted so long as the project complies with the minimum requirements included in the text of this planned development.

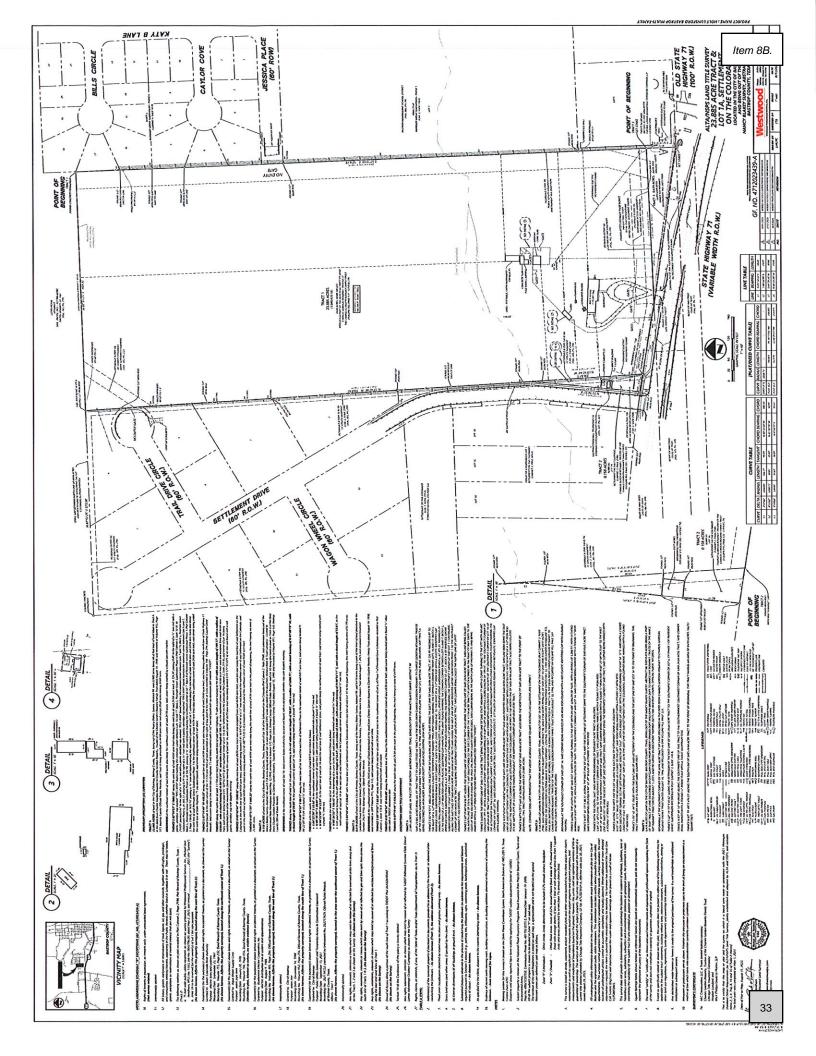
- Exhibit A Property Survey
- Exhibit B PD Master Plan
- Exhibit C Development Standards Variances, Deviations, Waivers, and Warrants List
- Exhibit D Street Standards

#### **REED RANCH**

#### PLANNED DEVELOPMENT DISTRICT

Exhibit A

**Property Survey** 



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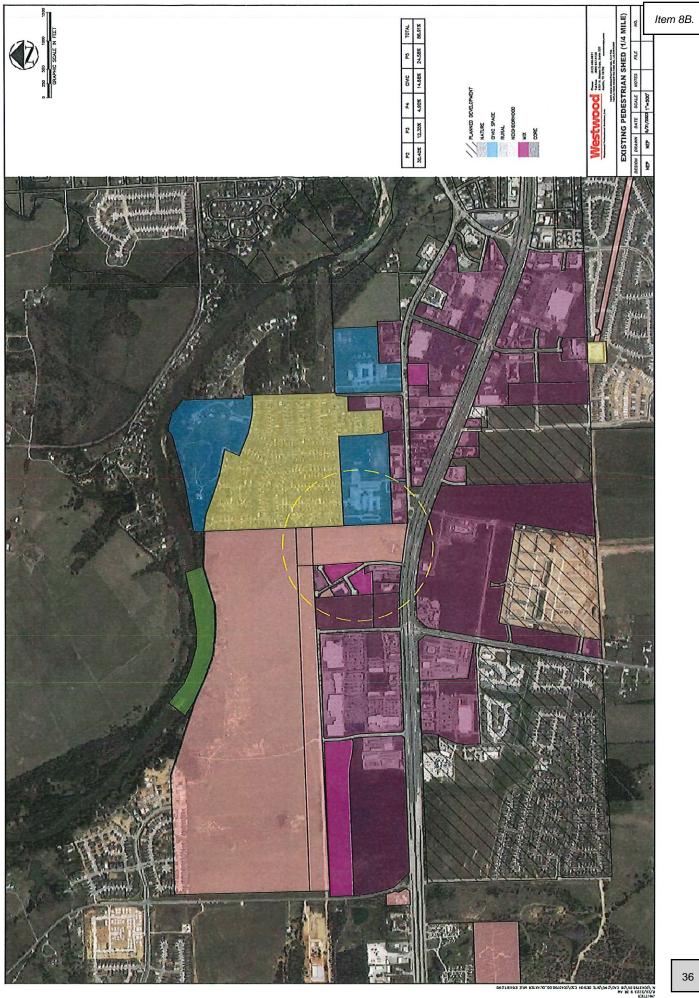
#### **REED RANCH**

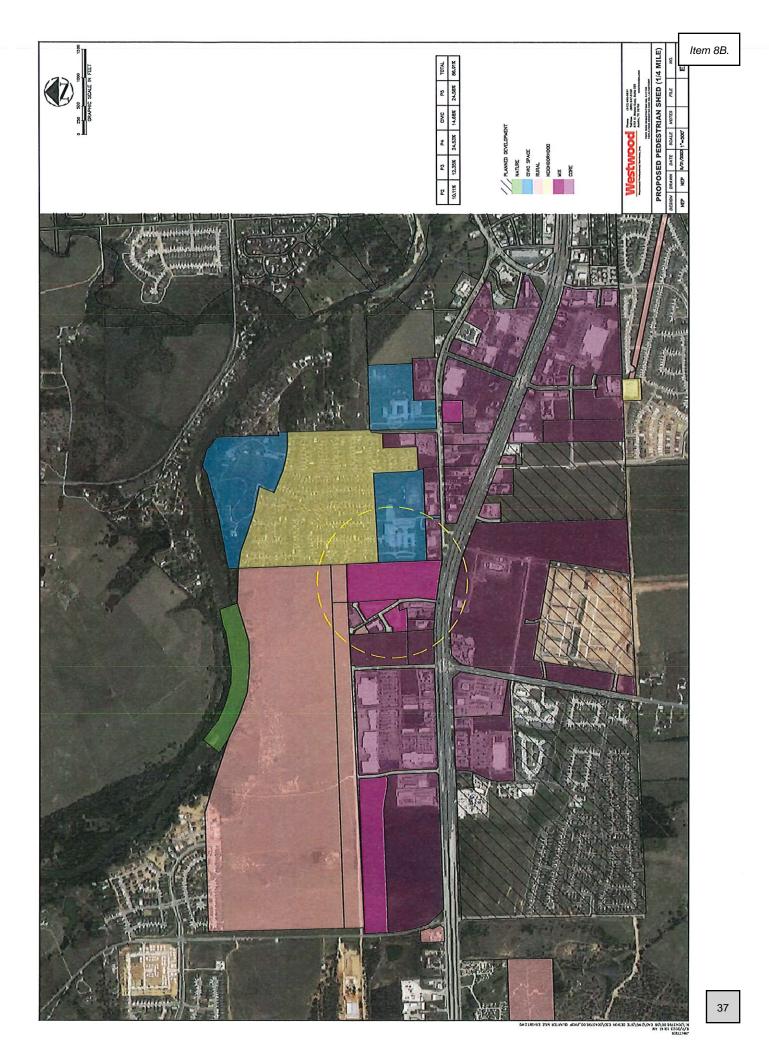
#### PLANNED DEVELOPMENT DISTRICT

Exhibit B

PD Master Plan

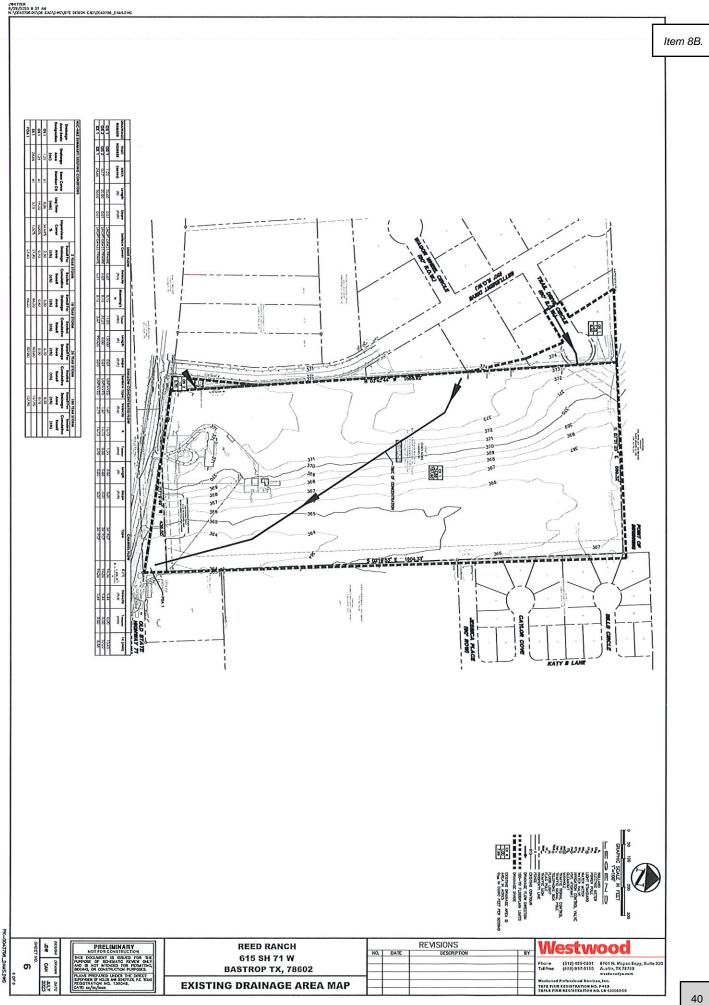
		ALCEON CORPORATION 210 N. P.MAR END. SUTT 100 CRAPPING, TA 76051 PIOLES SEEPTING, P.E. PIOLES SEEPTING, P.E. PIOLES SEEPTING, PIER PIOLES (SAU) 455-0631 SUCR/E/COR DEURE (ALC) NEEDIEAK MICHAEL AACK NEEDIEAK MICHAEL AACK NEEDIEAK MICHAEL AACK NEEDIEAK MICHAEL AACK NEEDIEAK MICHAEL AACK NEEDIEAK MICHAEL AACK NEEDIEAK	OUNNER BOSANY, CULKELSS G FAMILY TRUST SALTERS, T. TOOC DEVELOPER BOD REBUSTION AND REDITIONS DALLS, T. 79225 ARCHITECT	
PROJECT ZONING: P-2 PROJECT ADDRESS: 615 SH 71 W SUBMITTAL DATE: JULY 10, 2002	VICINITY MAP	615 SH 71 W BASTROP TX, 78602	ZONING CONCEPT PLANS FOR REED RANCH	
A COVER	NO. DATE D	EXISTING UKANAGE AREA MAP PROPOSED DRAINAGE AREA MAP UTILITY PLAN 1 OF 2 UTILITY PLAN 2 OF 2	Sheet List Table Sheet Number Sheet Title 1 EXISTING PEDESTRIAN SHED 3 PROPOSED PEDESTRIAN SHED 5 LOT AND BLOCK LAYOUT 5 FUELOT AND BLOCK LAYOUT	

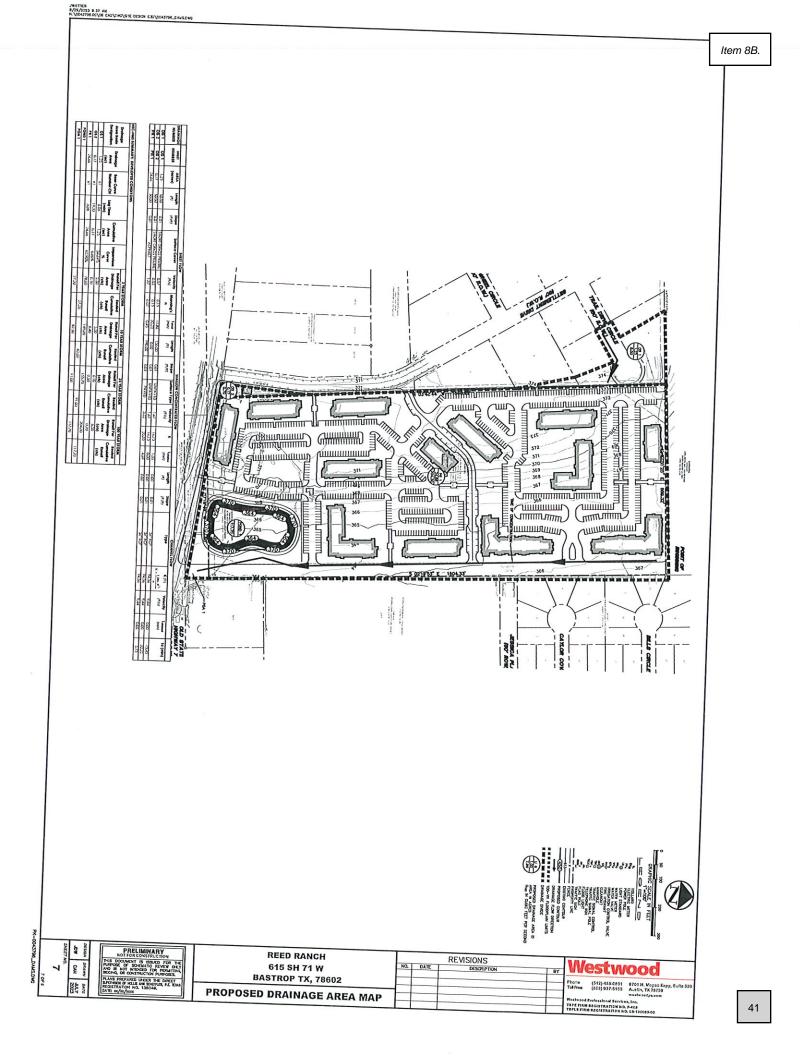


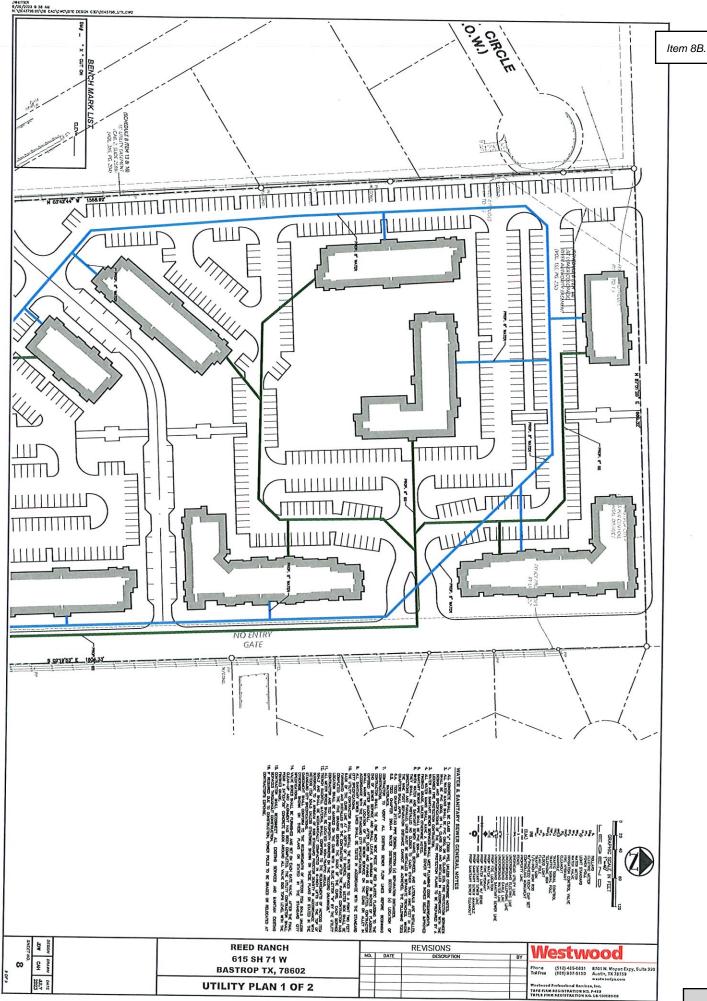


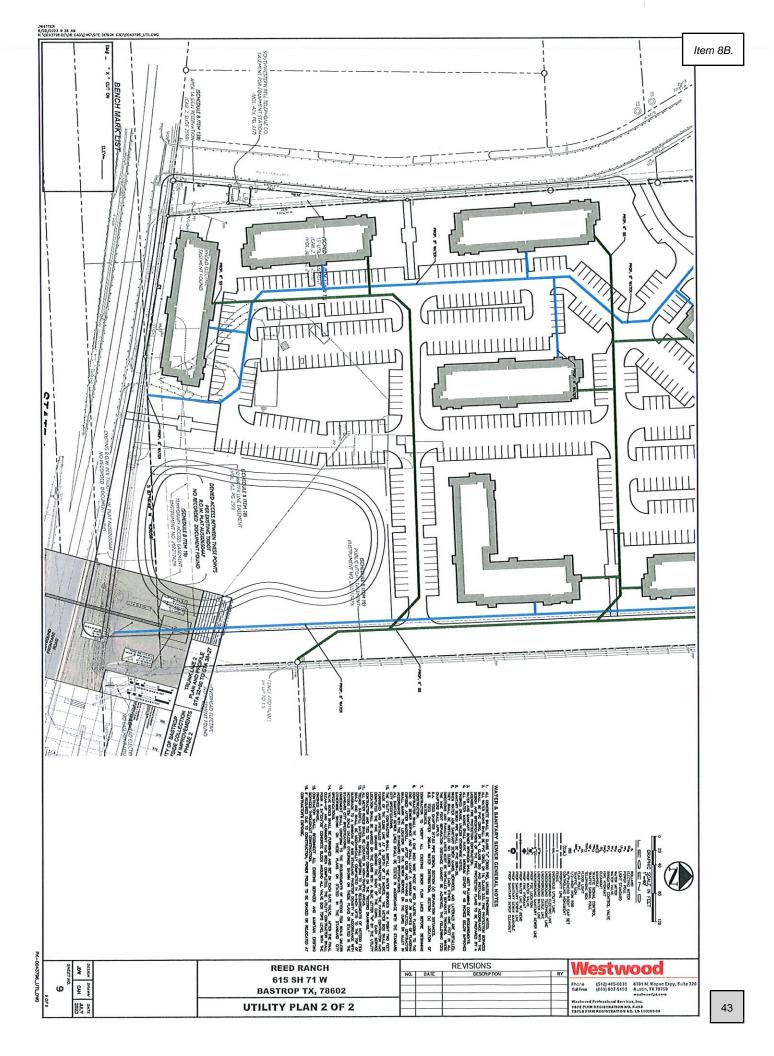












#### **REED RANCH**

#### PLANNED DEVELOPMENT DISTRICT

Exhibit C

Variances, Deviations, Waivers, and Warrants

R3 Code	Description	Development Issue	Proposed Alternative &
Section		-	Reasoning
7.1.002(k)	To prevent future conflicts regarding Street	Dedication requirement does not	Allowing for streets to be
	maintenance, private Streets are prohibited, except	permit developer to manage and	privately owned, managed, and
		maintain streets.	maintained is fiscally sustainable.
7.2.003	Street right-of-way must be dedicated		
7.3.004		Complying with health/safety	Permitting 12.5' lanes such that
		codes requires lanes to be wider.	the street can meet fire lane
	Parking Lanes: Both sides parallel at 8 feet, marked		requirements meets the intent of
		Only permitting parallel parking	the code and is fiscally
		does not allow for a financially	sustainable. Allowing for head-in
		feasible amount of parking	parking to be 18' is fiscally
		spaces.	sustainable. Project to comply
			with street standards as generally
			shown in Exhibit D.
7.5.002(d)	Storm Drainage Facilities, if equipped to provide Civic	Drainage requires a large portion	An amenitized wet pond with a
	Space, may be counted toward the 10% Civic Place	of the project to be a pond. Not	trail as generally shown in Exhibit
	Type allocations requirement by warrant.	allocating this space toward the	B meets the intent of code, is
		Civic Space requirement makes	fiscally sustainable, and
		project fiscally infeasible.	authentically Bastrop.
7.1.002(h)	Dead-end Streets must be avoided.	Proposed design does not show	For avoidance of doubt, internal
		dead-end streets. Rather, internal	drives culminating into 20'
		drives culminate into left and	walkway easement placed as
		right parking aisles for buildings	generally shown in Exhibit B
		or walkway plazas in line with	meets the intent of code.
		5.2.002(d).	
5.2.002	Preferred block size is 330' by 330'and max block	Drainage block is large due to odd	Allowing for a single larger block
	perimeter of 1,320'	shape of site and need for a large	complies with intent of code.
		pond.	,
			Permitting private drives as
		Treating private	thoroughfares for block houndaries as generally shown
		surceus/unveways as proce	

		boundaries for this measurement	on Exhibit B is fiscally sustainable and meets the intent of code.
		streets, with the plazas acting as	מוות וווכברה נווב ווונכוור כן בכמרי
		traffic calming devices.	
5.2.002(f)	In the P4 Mix, a minimum Residential mix of three	Proposed design elects only	As the project is unlikely to move
	Building Types (not less than 20%) shall be required.	apartment buildings with	forward if a variety of building
		amenity and civic spaces. A	types are required, allowing for a
		variety of building types is not	warrant is fiscally sustainable.
		fiscally sustainable.	
6.5.003	-70 percent max lot coverage;	Project may not meet all build-to-	Permitting lot occupation as
	-60% minimum buildout at build-to-line;	line, façade buildout, or lot	generally shown in Exhibit B is
	-Build-to-line is 5-15 ft	coverage requirements. The 60%	fiscally sustainable.
		buildout line is feasible along	
		publicly dedicated streets but not	
		interior privately owned and	
		maintained streets.	
7.5.004	Plazas not permitted in P4 and require a minimum	Walkway easements/plazas as	Allowing such walkway
	size of ½ acres.	shown on Exhibit B allow for	easements/plazas meets the
		improved site design/walkability.	intent of code in that it improves
			walkability.
6.3.006(5)	On-site surface parking must be located in the Second	With plan for private streets,	Allowing for streets to be
-	Layer or Third Layer of each Lot.	project desires to allow for	privately owned, managed, and
		Frontage to be on such private	maintained, as well as allowing
		streets such that layers can be	for corresponding parking
		measured from private streets, as	placement, is fiscally sustainable.
		generally shown on Exhibit B.	

## Street Maintenance

The project shall comply with the below maintenance plan for the private streets as generally shown on Exhibit C:

- a. Crack Seal: Years 1-5
- b. Seal Coat: Years 6-10
- c. Resurface and Rehabilitation: 11-25.

# **Right of Way Dedication:**

of the Property as generally depicted in Exhibit B, attached hereto and made a part, to allow the City to create a north/south connection Owner agrees to dedicate the right-of-way in varying widths (but no more than fifty-five and one half feet (55.5')) at the eastern portion to Blakey Lane. The City acknowledges that Owner is not responsible for the construction of this roadway connection. The City shall also be responsible for utilities within Blakey Lane and sidewalk(s) for Blakey Lane.

## Impact Fees

towards the Roadway Impact fee. The Owner will pay the balance to the City in Roadway Impact fees and the City agrees to construct the The Owner agrees to pay Roadway Impact Fees not to exceed \$2,300,000. The Owners will dedicate 55 feet of ROW along the eastern border of the project with the final plat. The City will provide the Owner a credit of 100% of the ROW appraised value of \$1,400,000 new roadway.

# Site Development Standards:

- 1. Establish the below minimum lot sizes and setbacks:
  - a. Minimum lot area of 12,000 square feet
    - b. Minimum lot width of 100 feet
- c. Minimum lot depth of 125 feet
- Minimum front yard of 5-15 feet, except that Blocks 2 and 4 in Phase 2 shall have a building setback of at least 30 feet from the proposed new road, as generally shown in Exhibit B. τj
  - e. Minimum interior side yard of 10 feet
    - Minimum interior side yard of 10 feet
       Minimum exterior side yard of 15 feet
      - g. Minimum rear yard of 35 feet

Setbacks or other site development standards can be changed by administrative approval of the City Manager or her designee notwithstanding that the forgoing does not violate the International Building Code. 2.

## Landscaping

plantings that provide privacy protection to the neighboring homes, as generally shown in Exhibit B. In addition, the owner agrees to In the setback required for Blocks 2 and 4 in Phase 2, Owner agrees to provide and maintain additional landscaping, including tree protect and preserve the 39 inch live oak tree located adjacent to Hwy 71.

#### **REED RANCH**

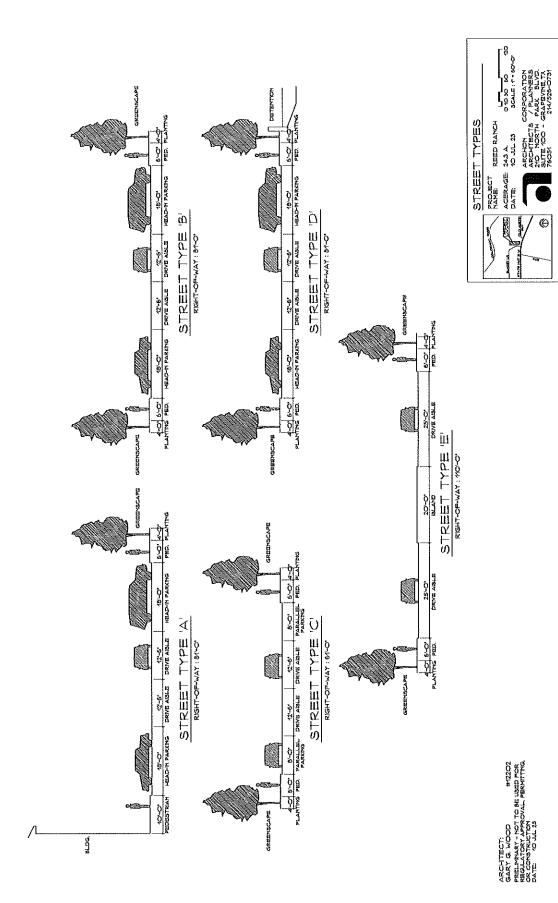
#### PLANNED DEVELOPMENT DISTRICT

Exhibit D

**Street Standards** 









## **STAFF REPORT**

MEETING DATE: September 17, 2024

#### TITLE:

Consider and act on the second reading of Ordinance No. 2024-28 of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances, Appendix A, Fee Schedule, Article A13.02 "Water and Wastewater Rates and Charges", Sections A13.02.002 Wastewater Service Charge, and A13.02.004 Water Service Charge, as attached in Exhibit A; providing for: findings of fact, enactment, repealer, severability, providing for an effective date, codification, proper notice and meeting

#### AGENDA ITEM SUBMITTED BY:

Submitted by: Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY: There have been no changes to form or content since 1<sup>st</sup> reading.

The City Manager engaged NewGen Strategies and Solutions in May 2018 to perform a Water and Wastewater Rate Study and in 2022 for a Wholesale Rate Study update. Both studies were to evaluate revenue requirements forecasted out over five (5) years and review current water and wastewater rate ordinance along with billing methodology. The consultant provided city staff with a rate model tool to be used to forecast rate scenarios based on actual and projected revenue and expense assumptions.

The Water and Wastewater Rate Study recommended that the city use a phase-in approach to increasing the demand charge by meter size for water meters to reflect the American Waterworks Associations meter equivalency standards. This step increase will continue through FY 2025.

Meter	# of	Current	FY	FY	FY	FY
Size	Units	Rate	2022	2023	2024	2025
1.5"	73	82.06	84.65	87.24	89 <mark>.8</mark> 3	92.42
2"	97	124.19	<mark>130.1</mark> 0	136.01	141.92	147.83
3"	14	232.86	243.94	255.02	266.10	277.18
4"	4	296.46	337.85	379.24	420.63	462.02
6"	2	714.14	766.60	819.06	871.52	923.98

#### Demand Charge by Meter Size - Water

The last Wholesale Rate Study was performed in 20212022 These rates were due to be updated with the list of water and wastewater CIP projects.

#### Wholesale Water

Monthly Fixed Charge

Source Cost .....\$45,000.00 per MGD subscribed capacity Transmission Cost ..... \$4,977.71 per MGD subscribed capacity Customer Charge .....\$1.75 per wholesale meter Plus the following charges for consumption per 1,000 gallons Volumetric Charge per 1,000 gallons \$2.24 per 1,000 gallons of actual consumption

Wholesale Water

Monthly Fixed Charge

Customer Charge....\$1.75 per wholesale meter

Plus the following charges per 1,000 gallons of metered contributed flow

Volumetric Charge per 1,000 gallons.....\$5.18 per 1,000 gallons of metered flow contributed

Article III, Section 3.01(13) states the City Council has the power and duty to provide for a sanitary sewer and water system. Section 3.14 (9) states that action requiring an ordinance includes the amending or repealing of a previously adopted ordinance.

#### FISCAL IMPACT:

Water and wastewater revenue

#### **RECOMMENDATION:**

Edi McIlwain, CFO recommends approval of the second reading of Ordinance No. 2024-28 of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances, Appendix A, Fee Schedule, Article A13.02 "Water and Wastewater Rates and Charges", Sections A13.02.002 Wastewater Service Charge, and A13.02.004 Water Service Charge, as attached in Exhibit A; providing for: findings of fact, enactment, repealer, severability, providing for an effective date, codification, proper notice and meeting.

#### **ATTACHMENTS:**

• Ordinance 2024-28 (including Exhibit A)

#### **ORDINANCE NO. 2024-28**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BASTROP CITY CODE OF ORDINANCES, AMENDING APPENDIX A, FEE SCHEDULE, ARTICLE A13.02 "WATER AND WASTEWATER RATES AND CHARGES", SECTIONS A13.02.002 WASTEWATER SERVICE CHARGE, AND A13.02.004 WATER SERVICE CHARGE, AS ATTACHED IN EXHIBIT A; PROVIDING FOR: FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, EFFECTIVE DATE, CODIFICATION, AND PROPER NOTICE AND MEETING

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt ordinances or regulations that are for the good government, peace, or order of the City and that are necessary or proper for carrying out a power granted by law to the City; and

**WHEREAS**, the City Council of the City of Bastrop, Texas engaged NewGen Strategies and Solutions to conduct a Water and Wastewater Rate Study in May 2018 and a Wholesale Rate Study in August 2022; and

**WHEREAS,** the Water and Wastewater Rate Study recommended a phase-in plan for the demand charge by meter size for water meters that reflects the American Waterworks Associations industry standards; and

WHEREAS, the Wholesale Rate Study recommended increased rates for both water and wastewater to fund ongoing water and wastewater infrastructure projects; and

**WHEREAS,** this ordinance increases the water demand charge for meter sizes greater than 1.5" and increases wholesale water and wastewater rates; and

WHEREAS, the City Council of the City of Bastrop, Texas has determined that in order to properly bill water and wastewater charges to their customers, it is necessary to amend the City Code of Ordinances Appendix A: Fee Schedule Article A13.02 Water and Wastewater Rates and Charges, Sections 13.02.002 and 13.02.004, as attached in Exhibit A.

#### NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AS FOLLOWS:

**SECTION 1:** FINDINGS OF FACT The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

**SECTION 2. ENACTMENT** Appendix A, Article A13.02 Water and Wastewater Rates and Charges, Sections A13.02.002 Wastewater service charge and A13.02.004 Water service charge are hereby amended to read in accordance with Exhibit A which is attached hereto and incorporated into this Ordinance for all intents and purposes. Underlined language shall be added. Stricken language shall be deleted.

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

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

**SECTION 5. EFFECTIVE DATE** This Ordinance shall be effective November 1, 2024.

<u>SECTION 6.</u> PROPER NOTICE & MEETING It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**READ & APPROVED** on First Reading on the 10<sup>th</sup> day of September 2024.

**READ & ADOPTED** on the Second Reading on the 17<sup>th</sup> day of September 2024.

#### **APPROVED:**

ATTEST:

Lyle Nelson, Mayor

Irma Parker, Interim City Secretary

**APPROVED AS TO FORM:** 

Alan Bojorquez, City Attorney

#### Exhibit "A"

#### Appendix A – Fee Schedule

Sec. A13.02.002 - Wastewater service charge.

(a) No change

(b) Wholesale Wastewater: The following rates are applicable to all wholesale wastewater customers within the corporate limits of the city and the city's extraterritorial jurisdiction who have metered wastewater connections and who have executed a wholesale wastewater agreement with the city:

Monthly Fixed Charge

Customer Charge....\$1.75 per wholesale meter

Plus the following charges per 1,000 gallons of metered contributed flow

Volumetric Charge per 1,000 gallons.....\$5.18 per 1,000 gallons of metered flow contributed

#### Sec. A13.02.004 - Water service charges.

- (a) Retail Water: The following rates will be applicable to retail all sales or service of water within the corporate limits of the city.
  - (1) Residential In city limits

Meter Size	Minimum Charge
<sup>3</sup> ⁄4" (or smaller)	\$37.72
1"	\$62.87
1½"	\$128.32
2"	\$207.08
3"	\$377.20
4"	\$628.67
6"	\$1257.33

Plus the following charges for consumption per 1,000 gallons:

0—3,000 gallons	\$ 2.85
3,001—5,000 gallons	\$ 3.04
5,001—10,000 gallons	\$ 3.22
10,001—20,000 gallons	\$ 3.42
20,001—50,000 gallons	\$ 3.69
Over 50,000 gallons	\$ 3.87

Commercial - In city limits.

Meter Size	Minimum Charge
<sup>3</sup> ⁄ <sub>4</sub> " (or smaller)	\$37.72
1"	\$62.87
11/2"	\$128.32
2"	\$207.08
3"	\$377.20
4"	\$628.67
6"	\$1257.33

Plus the following charges for consumption per 1,000 gallons:

0—3,000 gallons	\$ 2.85
3,001—5,000 gallons	\$ 3.04
5,001—10,000 gallons	\$ 3.22
10,001—20,000 gallons	\$ 3.42
20,001—50,000 gallons	\$ 3.69
Over 50,000 gallons	\$ 3.87

(2) Residential and Commercial - Outside city limits.

Item 8C.

Meter Size	Minimum Charge
<sup>3</sup> ⁄4" (or smaller)	\$41.59
1"	\$70.70
1½"	\$130.87
2"	\$204.03
3"	\$382.53
4"	\$649.00
6"	\$1,228.59

Plus the following charges for consumption per 1,000 gallons:

0—3,000 gallons	\$ 4.12
3,001—5,000 gallons	\$ 4.42
5,001—10,000 gallons	\$ 4.70
10,001—20,000 gallons	\$ 4.98
20,001—50,000 gallons	\$ 5.39
Over 50,000 gallons	\$ 5.66

(b) Wholesale Water: The following rates are applicable to wholesale sales of water within the corporate limits of the city and the city's extraterritorial jurisdiction who have metered water connections and who have executed a wholesale water agreement with the city.

Monthly Fixed Charge

Source Cost .....\$45,000.00 per MGD subscribed capacity

Transmission Cost .....\$4,977.71 per MGD subscribed capacity

Customer Charge .....\$1.75 per wholesale meter

Plus the following charges for consumption per 1,000 gallons

Volumetric Charge per 1,000 gallons .....\$2.24 per 1,000 gallons of actual consumption



### **STAFF REPORT**

THE AGENDA WAS AMENDED ON Friday, September 13, 2024 AT 3:00 PM TO ADD THIS ITEM, ORDINANCE NO. 2024-23, EXHIBIT A FY 2025 ANNUAL SERVICE AND ASSESSMENT PLAN (prior), AND EXHIBIT B FY 2025 ANNUAL SERVICE ASSESSMENT (revised with minimal cost).

#### MEETING DATE: September 17, 2024

#### TITLE:

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

#### AGENDA ITEM SUBMITTED BY:

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

#### **BACKGROUND/HISTORY:**

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

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

City Staff has prepared a proposed Fiscal Year 2025 Budget and Proposed Assessments for the Operations and Maintenance Project Costs for Fiscal Year 2025 based on the updated service plan and presented it to the public and the Hunters Crossing Local Government Corporation (LGC) for consideration. The LGC on July 18, 2024, by Resolution of the Board, recommended approval of its proposed service plan, assessment levy, and annual budget for Fiscal Year 2025. The LGC recommended that the assessment roll be incorporated into the Ordinance for City Council adoption as required by law.

The updated Service & Assessment Plan reflects no increase for all property assessments, but continues with the \$221,566.54 of the prior year.

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

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

#### FISCAL IMPACT:

PID Assessments for FY2025

#### **RECOMMENDATION:**

At the last council meeting, the City Council was made aware of issues related to the Hunter's Crossing PID and what is seemingly no end in sight to the residents.

Council has the option to reduce the O&M levy of \$221,566.54 to an amount equal to the debt and required expenses to Legal and P3 Consultants which is approximately \$98,400. However, this option places the responsibility on Parks crews and Drainage crews for the maintenance. The prior \$88,000 that was included in the budget covers a 3<sup>rd</sup> party mowing contract to BrightView services. That contract will be out for RFP in January of 2025.

However, staff will continue to review the situation with the PID Board, Legal, and the property owners in the affected area to reach an amicable resolution to all involved prior to next budget year.

#### ATTACHMENTS:

- Ordinance 2024-23 (amended 9/13/2024 to add attachment)
- Exhibit A, FY 2025 Annual Service and Assessment Plan (prior) (amended 9/13/2024 to add attachment)
- Exhibit B, FY 2025 Annual Service and Assessment (revised with minimal cost) (amended 9/13/2024 to add attachment)

#### ORDINANCE NO. 2024-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS RELATED TO THE HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT; APPROVING THE FISCAL YEAR 2025 ANNUAL SERVICE PLAN UPDATE, INCLUDING PROVISIONS RELATED TO ASSESSMENTS FOR THE HUNTER'S CROSSING PUBLIC IMPROVEMENT DISTRICT; APPROVING A FISCAL YEAR 2025 ASSESSMENT ROLL FOR THE DISTRICT; AND CONTAINING OTHER PROVISIONS RELATED TO THE HUNTER'S CROSSING PUBLIC IMPROVEMENT DISTRICT AND THE HUNTER'S CROSSING PUBLIC IMPROVEMENT DISTRICT AND THE HUNTER'S CROSSING LOCAL GOVERNMENT CORPORATION; PROVIDING FOR RATIFICATION OF PRIOR COUNCIL ACTION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

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

**WHEREAS**, the HCLGC met on July 1, 2024, where the Board deliberated upon the Annual Service Plan Update, including the FY2025 Assessment Roll item and unanimously approved its recommendation to the City Council for adoption as the Fiscal Year 2024 annual update to the Service Plan and FY2025 Assessment Roll.

WHEREAS, after staff and consultant preparation, public hearing was conducted in accordance with the Texas Open Meetings Act on August 13, 2024, where the Hunters Crossing Public Improvement District Fiscal Year 2024 Annual Service Plan Update, including the FY2024 Assessment Roll (attached hereto as Exhibit A) was presented; where opportunity for public testimony was provided; and

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

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

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

#### Section 1. Terms.

Terms not otherwise defined herein, including in the preambles to this Ordinance, have the meanings ascribed thereto as set forth in the FY2025 Annual Service Plan Update.

#### Section 2. Findings.

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

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

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

#### Section 4. Service and Assessment Plan.

The City Council of the City of Bastrop, Texas does hereby approve and adopt the Service and Assessment Plan, dated August 13, 2024, as the FY2025 Annual Service Plan Update for the District, a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes.

#### Section 5. Assessment Roll.

The Assessment Roll attached to the FY2025 Annual Service Plan Update is hereby accepted and approved pursuant to the PID Act as the assessment roll of the District.

#### Section 6. Method of Assessment.

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

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

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

#### Section 8. Lien Priority.

The City Council intends for the obligations, covenants and burdens on the landowners of the Assessed Property, including without limitation such landowners' obligations related to payment of the Assessment and the Annual Installments thereof, to constitute covenants that shall run with the land. The Assessment and Annual Installments thereof, which were levied by the Assessment Ordinance and which are described in and apportioned by the FY 2025 Annual Service Plan Update, shall be binding upon the landowners of the Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. The Assessment shall have lien priority as specified in the PID Act.

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

#### (a) <u>Appointment of Administrator</u>.

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

(b) Appointment of Collector.

The Bastrop County Tax Assessor-Collector is hereby appointed and designated as the collector of the Assessment (the "Collector"). The City Manager, or her assignee, is directed to provide the Assessment Roll to the Collector no later than close of business on September 30, 2024, and to request that such assessments be assessed to and collected from Assessed Property in the PID.

#### Section 10. Applicability of Tax Code.

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

#### Section 11. Filing in Land Records.

The City Secretary is directed to cause a copy of this Ordinance, including the FY2025 Annual Service Plan Update and Assessment Roll, to be recorded in the real property records of Bastrop County. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council.

#### Section 12. Severability.

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

#### Section 13. Conflict.

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

#### Section 14. Public Meeting.

The City Council met in two public meetings conducted in compliance with the Texas Open Meetings Act, and which allowed the public to address the City Council on the passage of this Ordinance, the first on August 13, 2024 and the second on August 27, 2024, and took all necessary action to adopt this ordinance by majority vote of the City Council.

#### Section 15. Effective Date.

This Ordinance shall take effect and the provisions and terms of the FY2025 Annual Service Plan Update and Assessment Roll shall be and become effective upon passage and execution hereof.

READ and ACKNOWLEDGED on the First Reading on the 10<sup>th</sup> day of September 2024. READ and ADOPTED on the Second Reading on the 17<sup>th</sup> day of September 2024.

#### ADOPTED:

Ву:\_\_\_\_\_

Lyle Nelson, Mayor

ATTEST:

By:\_\_\_\_\_

Irma G. Parker, City Secretary

#### APPROVED AS TO FORM AND LEGALITY:

Ву:\_\_\_\_\_

George Hyde, Special Legal Counsel to City of Bastrop, Texas

#### <u>EXHIBIT A</u>

#### HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT FY 2025 Annual Service Plan Update and Assessment Roll [Attached]

Exhibit A



#### HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT FY 2025 ANNUAL SERVICE PLAN UPDATE

August 27, 2024

#### INTRODUCTION

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

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

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

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

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

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

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

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

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

On October 29, 2019, three property owners within the District challenged Ordinance No. 2019-40, by filing claims in the U.S. District Court, Western District, Austin Division.

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

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

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

On October 28, 2021, two of the three property owners who challenged the ordinance, appealed the judgment in favor of the city and the District to the U.S. Fifth Circuit Court of appeals.

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

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On April 11, 2023, the U.S. Fifth Circuit Court of Appeals vacated the District Court's judgement and remanded the case to the District Court for further consideration regarding the property owners' claims asserted under the Texas Constitution.

On July 11, 2023, the City approved Ordinance No. 2023-20 which updated the Assessment Roll for 2023.

The 2019 Amended and Restated SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Parcels within the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the 2019 Amended and Restated SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2024.

#### **AUTHORIZED IMPROVEMENTS**

The Developer has completed the Authorized Improvements listed in the 2019 Amended and Restated SAP and they were dedicated to the City.

#### OUTSTANDING ASSESSMENTS

The Fiscal Year 2024 SAP Update identified the total unpaid Capital Assessment as \$3,498,730.09. A total of \$351,287.12<sup>1</sup> in Capital Assessment installments were billed for FY 2024 and 2 Prepayments in full were received, resulting in \$3,142,882.97 in Capital Assessments outstanding. The outstanding Capital Assessment per parcel is shown in the table below.

Property ID	ļ	Capital Assessment Unpaid	Ca	pital Assessment FY 2024 Principal Installment		Capital Assessment npaid After FY 2024 Installment
		Commercial L	ots			
.071/square foot						
90301	\$	-	\$	-	\$	-
90754	\$	21,265.80	\$	3,544.30	\$	17,721.50
90302	\$	18,760.68	\$	3,126.78	\$	15,633.90
97463	\$	10,966.92	\$	1,827.82	\$	9,139.10
97464	\$	17,851.44	\$	2,975.24	\$	14,876.20
90303	\$	38,325.46	\$	4,790.69	\$	33,534.77
92325	\$	23,548.26	\$	3,924.71	\$	19,623.55
95378	\$	21,194.69	\$	3,027.81	\$	18,166.88
95379	\$	28,948.26	\$	4,824.71	\$	24,123.55
115192	\$	46,422.34	\$	4,642.23	\$	41,780.11
30102	\$	198,664.28	\$	19,862.96	\$	178,801.32
114958	\$	226,273.36	\$	22,626.63	\$	203,646.73
127995 [a]	\$	155,970.61	\$	9,593.74	\$	146,376.87
114957	\$	884.51	\$	80.41	\$	804.10
		Multi-Family L	ots			
				.068/square foot		
104899	\$	644,592.07	\$	37,141.52	\$	607,450.55
113268 [b]	\$	688,461.41	\$	35,497.57	\$	652,963.84
	ι	Jndeveloped I	.ots			
				.068/square foot		
47760	\$	-	\$	-	\$	-
		Single Family I				
Per Lot	\$	2,660.00	\$	380.00	\$	2,280.00
Total (510 Lots, 2 Prepaid in Full)	\$	1,356,600.00	\$	193,800.00	\$	1,158,240.00
DISTRICT TOTAL	\$ 3	3,498,730.09	\$	351,287.12	\$	3,142,882.97

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

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

<sup>&</sup>lt;sup>1</sup> Does not account for delinquencies.

# ANNUAL INSTALLMENTS DUE 1/31/2025

- Capital Assessment The Fiscal Year 2019 SAP Update identified annual installment for each property type for the Capital Assessment. Commercial Property is billed at \$0.071 per square foot of land area, Multifamily Property is billed at \$0.068 per square foot of land area, and residential lots are billed at \$380 per unit. The undeveloped lot prepaid the Capital Assessment. The total installment relating to the Capital Assessment due January 31, 2025 equals \$350,527.12, and a breakdown by parcel is shown in the table below.
- Operation and Maintenance Supplemental Services Assessment The Fiscal Year 2024 SAP Update identified annual installment for each property type for the Operation and Maintenance Supplemental Services Assessment. Commercial, Multifamily, and Undeveloped Property is billed at \$0.045 per square foot of land area, and residential lots are billed at \$35.00 per unit. The total installment relating to the Operation and Maintenance Supplemental Services Assessment due January 31, 2025 equals \$221,566.54, and a breakdown by parcel is shown in the table below. A summary of the anticipated operation and maintenance expenses for Fiscal Year 2025 is attached as Exhibit B.

Property ID	Square Feet	Ca	pital Assessment FY 2025 Installment Commercial Lot		&M Assessment FY 2025 Installment	Total FY 2025 Installment
			.071/square foot		.045/square foot	
90301	611,233.92	\$	-	\$	27,505.53	\$ 27,505.53
90754	49,919.76	\$	3,544.30	\$	2,246.39	\$ 5,790.69
90302	44,039.16	\$	3,126.78	\$	1,981.76	\$ 5,108.54
97463	25,743.96	\$	1,827.82	\$	1,158.48	\$ 2,986.30
97464	41,904.72	\$	2,975.24	\$	1,885.71	\$ 4,860.95
90303	67,474.44	\$	4,790.69	\$	3,036.35	\$ 7,827.04
92325	55,277.64	\$	3,924.71	\$	2,487.49	\$ 6,412.20
95378	42,645.24	\$	3,027.81	\$	1,919.04	\$ 4,946.85
95379	67,953.60	\$	4,824.71	\$	3,057.91	\$ 7,882.62
115192	65,383.56	\$	4,642.23	\$	2,942.26	\$ 7,584.49
30102	279,760.00	\$	19,862.96	\$	12,589.20	\$ 32,452.16
114958	318,684.96	\$	22,626.63	\$	14,340.82	\$ 36,967.45
127995	135,123.12	\$	9,593.74	\$	6,080.54	\$ 15,674.28
114957	1,132.56	\$	80.41	\$	50.97	\$ 131.38
			Multi-Family Lo	ts		
			.068/square foot		.045/square foot	
104899	546,198.84	\$	37,141.52	\$	24,578.95	\$ 61,720.47
113268	522,023.04	\$	35,497.57	\$	23,491.04	\$ 58,988.61
			Undeveloped Lo	ots		
			.068/square foot		.045/square foot	
47760	1,652,535.72	\$	-	\$	74,364.11	\$ 74,364.11
			Single Family Lo	ts		
Per Lot	NA	\$	380.00	\$	35.00	\$ 415.00
Per Prepaid Lot	NA	\$	-	\$	35.00	\$ 35.00
Total (510 Lots)	NA	\$	193,040.00	\$	17,850.00	\$ 210,890.00
DISTRICT TOTAL		\$	350,527.12	\$	221,566.54	\$ 572,093.66

# PREPAYMENT OF ASSESSMENTS IN FULL

The following is a list of all Parcels or Lots that made a Prepayment in full of the Capital Assessment within the District.

Capital Assessment Prepayments in Full									
Property ID Address Lot Type Prepayment Date									
47760	N/A	Undeveloped	1/31/2020						
109261	204 CALIBER CV	Residential	12/19/2023						
109262	202 CALIBER CV	Residential	5/23/2024						

# PARTIAL PREPAYMENT OF ASSESSMENTS

No partial prepayments of the Capital Assessments have occurred within the District.

# **SERVICE PLAN - FIVE YEAR BUDGET FORECAST**

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

Installment Due	:	1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
Capital Assessment Installment	\$	350,527.12	\$ 350,527.12	\$ 350,527.12	\$ 350,527.12	\$ 350,527.12
O&M Assessment Installment	\$	221,566.54	\$ 221,566.54	\$ 221,566.54	\$ 221,566.54	\$ 221,566.54
	\$	572,093.66	\$ 572,093.66	\$ 572,093.66	\$ 572,093.66	\$ 572,093.66

# ASSESSMENT ROLL

The list of Parcels within the District, the corresponding outstanding Assessments, and current Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A**. The Parcels shown on the Assessment Roll will receive the bills for the FY 2025 Annual Installments which will be delinquent if not paid by January 31, 2025.

# **EXHIBIT A – ASSESSMENT ROLL**

Dronorty ID	0	utstanding Capital	Ca	pital Assessment FY	0	&M Assessment FY	Total FY 2025
Property ID		Assessment		2025 Installment		2025 Installment	Installment
90301	\$	-	\$	-	\$	27,505.53	\$ 27,505.53
90754	\$	17,721.50	\$	3,544.30	\$	2,246.39	\$ 5,790.69
90302	\$	15,633.90	\$	3,126.78	\$	1,981.76	\$ 5,108.54
97463	\$	9,139.10	\$	1,827.82	\$	1,158.48	\$ 2,986.30
97464	\$	14,876.20	\$	2,975.24	\$	1,885.71	\$ 4,860.95
90303	\$	33,534.77	\$	4,790.69	\$	3,036.35	\$ 7,827.04
92325	\$	19,623.55	\$	3,924.71	\$	2,487.49	\$ 6,412.20
95378	\$	18,166.88	\$	3,027.81	\$	1,919.04	\$ 4,946.85
95379	\$	24,123.55	\$	4,824.71	\$	3,057.91	\$ 7,882.62
115192	\$	41,780.11	\$	4,642.23	\$	2,942.26	\$ 7,584.49
30102	\$	178,801.32	\$	19,862.96	\$	12,589.20	\$ 32,452.16
114958	\$	203,646.73	\$	22,626.63	\$	14,340.82	\$ 36,967.45
127995 [a]	\$	146,376.87	\$	9,593.74	\$	6,080.54	\$ 15,674.28
114957	\$	804.10	\$	80.41	\$	50.97	\$ 131.38
104899	\$	607,450.55	\$	37,141.52	\$	24,578.95	\$ 61,720.47
113268 [b]	\$	652,963.84	\$	35,497.57	\$	23,491.04	\$ 58,988.61
47760 [c]	\$	-	\$	-	\$	74,364.11	\$ 74,364.11
98372	\$	2,280.00	\$	380.00	\$	35.00	\$ 415.00
98370	\$	2,280.00	\$	380.00	\$	35.00	\$ 415.00
95416	\$	2,280.00	\$	380.00	\$	35.00	\$ 415.00
98355	\$	2,280.00	\$	380.00	\$	35.00	\$ 415.00
98380	\$	2,280.00	\$	380.00	\$	35.00	\$ 415.00
98354	\$	2,280.00	\$	380.00	\$	35.00	\$ 415.00
95395	\$	2,280.00	\$	380.00	\$	35.00	\$ 415.00
95386	\$	2,280.00	\$	380.00	\$	35.00	\$ 415.00
98373	\$	2,280.00	\$	380.00	\$	35.00	\$ 415.00
95415	\$	2,280.00	\$	380.00	\$	35.00	\$ 415.00
95390	\$	2,280.00	\$	380.00	\$	35.00	\$ 415.00
98356	\$	2,280.00	\$	380.00	\$	35.00	\$ 415.00
95396	\$	2,280.00	\$	380.00	\$	35.00	\$ 415.00
98374	\$	2,280.00	\$	380.00	\$	35.00	\$ 415.00
95414	\$	2,280.00	\$	380.00	\$	35.00	\$ 415.00
95389	\$	2,280.00	\$	380.00	\$	35.00	\$ 415.00
98359	\$	2,280.00		380.00	\$	35.00	\$ 415.00
98352	\$	2,280.00	\$	380.00	\$	35.00	\$ 415.00
95397	\$	2,280.00	\$	380.00	\$	35.00	\$ 415.00
95384	\$	2,280.00	\$	380.00	\$	35.00	\$ 415.00
98351	\$	2,280.00	\$	380.00	\$	35.00	\$ 415.00
95398	\$	2,280.00	\$	380.00	\$	35.00	\$ 415.00
95412	\$	2,280.00	\$	380.00	\$	35.00	\$ 415.00

	Outstanding Capital	Capital Assessment FY	0&1	A Assessment FY	Total FY 2025
Property ID	Assessment	2025 Installment		25 Installment	Installment
95387	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
98350	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
95399	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
95411	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
98627	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
95400	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
95410	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
98626	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
95401	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
95409	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
98625	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
95402	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
98601	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
95408	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
95407	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
95404	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
98622	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
98621	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
98619	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
98617	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
104777	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
98338	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
98346	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
104871	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
95391	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
98361	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
98369	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
95392	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
98347	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
98337	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
98345	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
104870	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
98371	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
98360	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
98379	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
104854	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
98353	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
95381	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
95385	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
95393	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
98336	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
98344	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
98357	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
98378	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
95394	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
98335	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
98343	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
98375	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
95413	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00
95388	\$ 2,280.00	\$ 380.00	\$	35.00	\$ 415.00

Property ID	Outstanding Capital	Capital Assessment FY		Total FY 2025
	Assessment	2025 Installment	2025 Installment	Installment
98358	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98377	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98366	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98342	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98376	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98365	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98333	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98341	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98364	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98340	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98602	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98339	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104857	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104856	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98624	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95403	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98600	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98623	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98599	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95405	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98598	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98638	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98620	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98628	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98597	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98604	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98639	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98596	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98640	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98618	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98630	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98595	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98641	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98631	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98594	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98616	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98632	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98593	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98643	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98615	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98592	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98644	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98614	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98634	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98591	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98645	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98613	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98635	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98590	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98646	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00

Property ID	Outstanding Capital	Capital Assessment FY		Total FY 2025
00640	Assessment	2025 Installment	2025 Installment	Installment
98612	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98647	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98611	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98637	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98648	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95202	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104881	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
99616	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98362	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104855	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104889	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104872	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104863	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104882	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
99617	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104890	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98368	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104873	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104869	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104862	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104883	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
99618	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104853	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104891	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98367	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104874	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104868	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104861	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104884	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
99619	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104852	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104892	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104875	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98334	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104867	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104860	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104885	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
99620	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104851	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104893	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104876	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104859	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104886	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
99621	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104850	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109244	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104877	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104865	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104858	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104887	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00

	Outstanding Capital	Capital Assessment FY	O&M Assessment FY	Total FY 2025
Property ID	Assessment	2025 Installment	2025 Installment	Installment
99622	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104849	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109243	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104846	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104878	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104888	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
99623	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104847	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104879	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109241	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104848	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109240	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95406	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98629	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98605	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98606	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98607	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98642	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98608	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109258	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98633	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98609	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98610	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98636	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98589	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104809	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104766	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104773	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104767	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104774	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104768	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104791	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104812	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104769	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104792	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104813	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104793	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104814	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104771	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104794	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104815	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104772	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104795	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104796	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104834	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104797	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104833	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104798	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104832	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104799	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00

Property ID	Outstanding Capital	Capital Assessment FY	O&M Assessment FY	Total FY 2025
Property ID	Assessment	2025 Installment	2025 Installment	Installment
104831	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104800	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104830	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104801	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104829	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104828	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104802	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104827	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104803	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104826	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104804	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104825	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104806	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104866	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104864	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95380	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95383	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
95382	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104845	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109242	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109263	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109251	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109239	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109262 [c]	\$-	\$-	\$ 35.00	\$ 35.00
109252	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109238	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109261 [c]	\$-	\$-	\$ 35.00	\$ 35.00
109253	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109237	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109260	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109254	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109236	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109259	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109250	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109255	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109235	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109249	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109256	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109234	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109248	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109221	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109233	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104819	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104810	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109222	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109228	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109232	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104820	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104811	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109223	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00

Property ID		Capital Assessment FY		Total FY 2025
102255	Assessment	2025 Installment	2025 Installment	Installment
103255 104786	\$ 2,280.00	\$ 380.00	\$ 35.00 \$ 35.00	\$ 415.00 \$ 415.00
	\$ 2,280.00	\$ 380.00 \$ 380.00		
104775 109227	\$ 2,280.00		\$ 35.00 \$ 35.00	
109227	\$ 2,280.00	•		
109231	\$ 2,280.00 \$ 2,280.00	\$ 380.00 \$ 380.00	\$ 35.00 \$ 35.00	\$ 415.00 \$ 415.00
104821	\$ 2,280.00	\$ 380.00	\$ 35.00 \$ 35.00	\$ 415.00 \$ 415.00
109224	\$ 2,280.00	\$ 380.00	\$ 35.00 \$ 35.00	\$ 415.00 \$ 415.00
109240	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104776	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104770	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109230	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
103230	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104022	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109225	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109247	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
109229	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104823	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104778	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104824	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104779	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104816	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104780	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104817	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104781	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104818	\$ 2,280.00	\$ 380.00	\$ 35.00	\$
104782	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104783	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104785	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104805	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
98603	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104788	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104789	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104790	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
104784	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111961	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111986	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111987	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111974	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111988	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111973	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111989	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111971	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111970	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111991	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111964	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111966	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111968	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111983	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
111969	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00

Property ID	Outstanding Capital	Capital Assessment FY	08	&M Assessment FY		Total FY 2025
rioperty ib	Assessment	2025 Installment		2025 Installment		Installment
111982	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
111980	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
111979	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
111978	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115217	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115218	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115219	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115220	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115221	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115222	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115240	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115223	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115224	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115242	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115243	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115226	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
111976	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115227	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
111975	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
111972	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
111990	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
109644	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
111962	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
111992	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
111963	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
111965	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
111967	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
111984	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
111981	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
111977	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115215	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115230	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115213	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115231	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115214	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115254	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115253	\$ 2,280.00	\$ 380.00	\$	35.00	, \$	415.00
115256	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115252	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115216	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115257	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115234	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115251	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115258	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115235	\$ 2,280.00	\$ 380.00	ې \$	35.00	\$	415.00
115255	\$ 2,280.00	\$ 380.00	ې \$	35.00	ې \$	415.00
115250	\$ 2,280.00	\$ 380.00	ې \$	35.00	ې \$	415.00
115259 115236	\$ 2,280.00 \$ 2,280.00	\$ 380.00 \$ 380.00	ې \$		ې \$	415.00
	\$ 2,280.00 \$ 2,280.00	\$ 380.00 \$ 380.00	ې \$	35.00 35.00	ې \$	
115249						415.00
115260	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00

Property ID	Outstanding Capital	Capital Assessment FY	08	&M Assessment FY		Total FY 2025
rioperty ib	Assessment	2025 Installment		2025 Installment		Installment
115237	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115261	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115238	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115247	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115262	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115239	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115246	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115263	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115245	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115241	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115244	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115229	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115228	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
124637	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
124639	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
124640	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
124642	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
124643	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
124644	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
124645	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
124648	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115233	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115248	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
115265	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
124660	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
124673	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
124661	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
124674	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
124659	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
124662	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
124638	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
124675	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
124663	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
124676	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
124657	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
124664	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
124677	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
124656	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
124665	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
124641	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
124678	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
124655	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
124666	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
124600	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00
124679	\$ 2,280.00	\$ 380.00	\$	35.00	ې \$	415.00
124034 124667	\$ 2,280.00	\$ 380.00	ې \$	35.00	ې \$	415.00
124680	\$ 2,280.00	\$ 380.00	ې \$	35.00	ې \$	415.00
124680	\$ 2,280.00 \$ 2,280.00	\$ 380.00 \$ 380.00	ې \$		ې \$	
		\$ 380.00 \$ 380.00	ې \$	35.00 35.00	ې \$	415.00
124668						415.00
124681	\$ 2,280.00	\$ 380.00	\$	35.00	\$	415.00

	Outstanding Capital	Capital Assessment FY	O&M Assessment FY	Total FY 2025
Property ID	Assessment	2025 Installment	2025 Installment	Installment
124652	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124669	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124682	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124651	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124670	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124646	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124650	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124671	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124647	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124684	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124649	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124685	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127971	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127978	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127946	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127917	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127990	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127979	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127922	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127947	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127969	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127918	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127989	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127980	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127921	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127948	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127968	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127919	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127988	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127949	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127967	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127966	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127951	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127965	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127952	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127964	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127953	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127955	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127987	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127945	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
115232	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127986	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127944	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127957	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127985	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127943	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127984	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127942	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127959	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127983	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00

Property ID	Outstanding Capital	Capital Assessment FY	O&M Assessment FY	Total FY 2025
Toperty ID	Assessment	2025 Installment	2025 Installment	Installment
127941	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127960	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127991	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127982	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127940	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127961	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127981	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127939	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127962	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
113267	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127938	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127963	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127937	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127935	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127934	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127933	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124658	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
124683	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127924	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127923	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127910	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127911	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127915	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127914	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127913	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127936	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127970	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127920	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127950	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127954	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127956	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127958	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127992	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127908	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127909	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127916	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
127912	\$ 2,280.00	\$ 380.00	\$ 35.00	\$ 415.00
Total	\$ 3,142,882.97	\$ 350,527.12	\$ 221,566.54	\$ 572,093.66

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

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

[c] Parcel has prepaid the Capital Assessment in full and is only subject to the O&M Assessment.

# **EXHIBIT B – OPERATION AND MAINTENANCE EXPENSES**

	Fiscal	Year 2025 [a]
Maintenance & Repairs		
Irrigation	\$	10,000
Miscellaneous Repairs		1,000
Miscellaneous Projects		-
Total Maintenance & Repairs	\$	11,000
Contractual Services		
Mowing Services	\$	88,380
Maintenance Services		-
Professional Services/ Audit		5,000
Legal Fees		10,000
Legal Fees-Taxes		250
Admin Support-PID Consultant		9,000
Property Tax Fees		1,750
Total Contractual Services:	\$	114,380
Occupancy		
Utilities	\$	3,000
Well User Fees		845
Total Occupancy:	\$	3,845
Miscellaneous & Other		
Miscellaneous Expenses	\$ \$	500
	\$	500
Transfers Out		
Transfer to Debt Service	\$ \$	72,400
	\$	72,400
Contingency		
Contingency	\$ \$	19,442
	\$	19,442
Total	\$	221,567

[a] Expenditures were determined by proposed Fiscal Year 2024 budget provided by City on 6/14/24.

# HOMEBUYER DISCLOSURES

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

- Residential Lot
- Parcel 109262
- Parcel 109261
- Parcel 90301
- Parcel 90754
- Parcel 90302
- Parcel 97463
- Parcel 97464
- Parcel 90303
- Parcel 92325
- Parcel 95378
- Parcel 95379
- Parcel 115192
- Parcel 30102
- Parcel 114958
- Parcel 127995
- Parcel 114957
- Parcel 104899
- Parcel 113268
- Parcel 47760

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – RESIDENTIAL LOT BUYER DISCLOSURE

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

### PROPERTY ADDRESS

#### **RESIDENTIAL LOT PRINCIPAL ASSESSMENT: \$2,315.00<sup>2</sup>**

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

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

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

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

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

<sup>&</sup>lt;sup>2</sup> Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	ş

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

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

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

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

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

DATE:		DATE:
SIGNATURE OF SELLER	-	SIGNATURE OF SELLER
STATE OF TEXAS	\$ \$	
COUNTY OF BASTROP	9 §	

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

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

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

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

Installment Due 1/31	Capital ssessment allments [a]	O&M Assessment stallments [b]	Total
2025	\$ 380.00	\$ 35.00	\$ 415.00
2026	\$ 380.00	\$ 35.00	\$ 415.00
2027	\$ 380.00	\$ 35.00	\$ 415.00
2028	\$ 380.00	\$ 35.00	\$ 415.00
2029	\$ 380.00	\$ 35.00	\$ 415.00
2030	\$ 380.00	\$ 35.00	\$ 415.00
Total	\$ 2,280.00	\$ 210.00	\$ 2,490.00

#### **ANNUAL INSTALLMENTS - RESIDENTIAL LOT**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2024 SAP Update showed an outstanding balance of \$2,660 per lot, with an annual installment of \$380. Following the payment due 1/31/24, \$2,280 remains outstanding per residential lot.

[b] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is a total of \$650.00 per Single Family Residential Lot. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 109262 BUYER DISCLOSURE

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

#### **PROPERTY ADDRESS**

#### PARCEL 109262 PRINCIPAL ASSESSMENT: \$35.00<sup>2</sup>

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

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

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

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

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

<sup>&</sup>lt;sup>2</sup> Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	Ş
COUNTY OF BASTROP	ş

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF SELLER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

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

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

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

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

### **ANNUAL INSTALLMENTS - PARCEL 109262**

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$-	\$ 35.00	\$ 35.00
2026	\$-	\$ 35.00	\$ 35.00
2027	\$-	\$ 35.00	\$ 35.00
2028	\$-	\$ 35.00	\$ 35.00
2029	\$-	\$ 35.00	\$ 35.00
2030	\$-	\$ 35.00	\$ 35.00
Total	\$ -	\$ 210.00	\$ 210.00

[a] Parcel has prepaid the Capital Assessment in full and is only subject to the O&M Assessment.

[b] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is a total of \$650.00 per Single Family Residential Lot. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 109261 BUYER DISCLOSURE

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

#### **PROPERTY ADDRESS**

#### PARCEL 109261 PRINCIPAL ASSESSMENT: \$35.00<sup>2</sup>

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

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

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

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

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

<sup>&</sup>lt;sup>2</sup> Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	ş

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF SELLER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

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

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

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

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

## **ANNUAL INSTALLMENTS - PARCEL 109261**

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2025	\$-	\$ 35.00	\$ 35.00
2026	\$-	\$ 35.00	\$ 35.00
2027	\$-	\$ 35.00	\$ 35.00
2028	\$-	\$ 35.00	\$ 35.00
2029	\$-	\$ 35.00	\$ 35.00
2030	\$-	\$ 35.00	\$ 35.00
Total	\$-	\$ 210.00	\$ 210.00

[a] Parcel has prepaid the Capital Assessment in full and is only subject to the O&M Assessment.

[b] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is a total of \$650.00 per Single Family Residential Lot. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 90301 BUYER DISCLOSURE

## NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

- 10) under a court order or foreclosure sale;
- 11) by a trustee in bankruptcy;
- 12) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 13) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 14) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 15) from one co-owner to another co-owner of an undivided interest in the real property;
- 16) to a spouse or a person in the lineal line of consanguinity of the seller;
- 17) to or from a governmental entity; or
- 18) of only a mineral interest, leasehold interest, or security interest

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

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

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

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

### PROPERTY ADDRESS

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

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

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

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

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

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

<sup>&</sup>lt;sup>2</sup> Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	ş

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF SELLER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

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

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

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

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

Installment Due 1/31	Capital Assessme Installments		O&M Assessment stallments [b]	Total
2025	\$	-	\$ 27,505.53	\$ 27,505.53
2026	\$	-	\$ 27,505.53	\$ 27,505.53
2027	\$	-	\$ 27,505.53	\$ 27,505.53
2028	\$	-	\$ 27,505.53	\$ 27,505.53
2029	\$	-	\$ 27,505.53	\$ 27,505.53
2030	\$	-	\$ 27,505.53	\$ 27,505.53
2031	\$	-	\$ 27,505.53	\$ 27,505.53
2032	\$	-	\$ 27,505.53	\$ 27,505.53
2033	\$	-	\$ 27,505.53	\$ 27,505.53
2034	\$	-	\$ 27,505.53	\$ 27,505.53
Total	\$	-	\$ 275,055.26	\$ 275,055.26

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

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 90754 BUYER DISCLOSURE

## NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

#### PROPERTY ADDRESS

#### PARCEL 90754 PRINCIPAL ASSESSMENT: \$19,967.89<sup>2</sup>

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

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

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

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

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

<sup>&</sup>lt;sup>2</sup> Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	ş

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

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

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

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

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

DATE:		DATE:
SIGNATURE OF SELLER	-	SIGNATURE OF SELLER
STATE OF TEXAS	\$ 8	
COUNTY OF BASTROP	8 §	

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

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

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

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

Installment Due 1/31	Capital ssessment callments [a]	O&M Assessment stallments [b]	Total
2025	\$ 3,544.30	\$ 2,246.39	\$ 5,790.69
2026	\$ 3,544.30	\$ 2,246.39	\$ 5,790.69
2027	\$ 3,544.30	\$ 2,246.39	\$ 5,790.69
2028	\$ 3,544.30	\$ 2,246.39	\$ 5,790.69
2029	\$ 3,544.30	\$ 2,246.39	\$ 5,790.69
2030	\$ -	\$ 2,246.39	\$ 2,246.39
2031	\$ -	\$ 2,246.39	\$ 2,246.39
2032	\$ -	\$ 2,246.39	\$ 2,246.39
2033	\$ -	\$ 2,246.39	\$ 2,246.39
2034	\$ -	\$ 2,246.39	\$ 2,246.39
Total	\$ 17,721.50	\$ 22,463.89	\$ 40,185.39

#### **ANNUAL INSTALLMENTS - PARCEL 90754**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 90302 BUYER DISCLOSURE

## NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

#### PROPERTY ADDRESS

#### PARCEL 90302 PRINCIPAL ASSESSMENT: \$17,615.66<sup>2</sup>

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

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

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

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

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

 $<sup>^2</sup>$  Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF SELLER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

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

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

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

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

Installment Due 1/31	Capital ssessment callments [a]	O&M Assessment stallments [b]	Total
2025	\$ 3,126.78	\$ 1,981.76	\$ 5,108.54
2026	\$ 3,126.78	\$ 1,981.76	\$ 5,108.54
2027	\$ 3,126.78	\$ 1,981.76	\$ 5,108.54
2028	\$ 3,126.78	\$ 1,981.76	\$ 5,108.54
2029	\$ 3,126.78	\$ 1,981.76	\$ 5,108.54
2030	\$ -	\$ 1,981.76	\$ 1,981.76
2031	\$ -	\$ 1,981.76	\$ 1,981.76
2032	\$ -	\$ 1,981.76	\$ 1,981.76
2033	\$ -	\$ 1,981.76	\$ 1,981.76
2034	\$ -	\$ 1,981.76	\$ 1,981.76
Total	\$ 15,633.90	\$ 19,817.62	\$ 35,451.52

#### **ANNUAL INSTALLMENTS - PARCEL 90302**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 97463 BUYER DISCLOSURE

## NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

#### PROPERTY ADDRESS

#### PARCEL 97463 PRINCIPAL ASSESSMENT: \$10,297.58<sup>2</sup>

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

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

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

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

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

<sup>&</sup>lt;sup>2</sup> Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	ş

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF SELLER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

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

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

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

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

Installment Due 1/31	Capital ssessment callments [a]	O&M Assessment stallments [b]	Total
2025	\$ 1,827.82	\$ 1,158.48	\$ 2,986.30
2026	\$ 1,827.82	\$ 1,158.48	\$ 2,986.30
2027	\$ 1,827.82	\$ 1,158.48	\$ 2,986.30
2028	\$ 1,827.82	\$ 1,158.48	\$ 2,986.30
2029	\$ 1,827.82	\$ 1,158.48	\$ 2,986.30
2030	\$ -	\$ 1,158.48	\$ 1,158.48
2031	\$ -	\$ 1,158.48	\$ 1,158.48
2032	\$ -	\$ 1,158.48	\$ 1,158.48
2033	\$ -	\$ 1,158.48	\$ 1,158.48
2034	\$ -	\$ 1,158.48	\$ 1,158.48
Total	\$ 9,139.10	\$ 11,584.78	\$ 20,723.88

#### **ANNUAL INSTALLMENTS - PARCEL 97463**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 97464 BUYER DISCLOSURE

## NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

#### PROPERTY ADDRESS

#### PARCEL 97464 PRINCIPAL ASSESSMENT: \$16,761.91<sup>2</sup>

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

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

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

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

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

<sup>&</sup>lt;sup>2</sup> Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	ş

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF SELLER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

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

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

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

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

Installment Due 1/31	Capital ssessment callments [a]	O&M Assessment stallments [b]	Total
2025	\$ 2,975.24	\$ 1,885.71	\$ 4,860.95
2026	\$ 2,975.24	\$ 1,885.71	\$ 4,860.95
2027	\$ 2,975.24	\$ 1,885.71	\$ 4,860.95
2028	\$ 2,975.24	\$ 1,885.71	\$ 4,860.95
2029	\$ 2,975.24	\$ 1,885.71	\$ 4,860.95
2030	\$ -	\$ 1,885.71	\$ 1,885.71
2031	\$ -	\$ 1,885.71	\$ 1,885.71
2032	\$ -	\$ 1,885.71	\$ 1,885.71
2033	\$ -	\$ 1,885.71	\$ 1,885.71
2034	\$ -	\$ 1,885.71	\$ 1,885.71
Total	\$ 14,876.20	\$ 18,857.12	\$ 33,733.32

#### **ANNUAL INSTALLMENTS - PARCEL 97464**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 90303 BUYER DISCLOSURE

## NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

#### PROPERTY ADDRESS

#### PARCEL 90303 PRINCIPAL ASSESSMENT: \$36,571.12<sup>2</sup>

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

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

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

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

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

<sup>&</sup>lt;sup>2</sup> Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	ş

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF SELLER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

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

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

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

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

Installment Due 1/31	Capital ssessment allments [a]	O&M Assessment stallments [b]	Total
2025	\$ 4,790.69	\$ 3,036.35	\$ 7,827.04
2026	\$ 4,790.69	\$ 3,036.35	\$ 7,827.04
2027	\$ 4,790.69	\$ 3,036.35	\$ 7,827.04
2028	\$ 4,790.69	\$ 3,036.35	\$ 7,827.04
2029	\$ 4,790.69	\$ 3,036.35	\$ 7,827.04
2030	\$ 4,790.69	\$ 3,036.35	\$ 7,827.04
2031	\$ 4,790.63	\$ 3,036.35	\$ 7,826.98
2032	\$ -	\$ 3,036.35	\$ 3,036.35
2033	\$ -	\$ 3,036.35	\$ 3,036.35
2034	\$ -	\$ 3,036.35	\$ 3,036.35
Total	\$ 33,534.77	\$ 30,363.50	\$ 63,898.27

#### **ANNUAL INSTALLMENTS - PARCEL 90303**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 92325 BUYER DISCLOSURE

## NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

#### PROPERTY ADDRESS

#### PARCEL 92325 PRINCIPAL ASSESSMENT: \$22,111.04<sup>2</sup>

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

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

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

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

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

 $<sup>^2</sup>$  Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF SELLER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

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

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

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

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

Installment Due 1/31	Capital ssessment allments [a]	O&M Assessment stallments [b]	Total
2025	\$ 3,924.71	\$ 2,487.49	\$ 6,412.20
2026	\$ 3,924.71	\$ 2,487.49	\$ 6,412.20
2027	\$ 3,924.71	\$ 2,487.49	\$ 6,412.20
2028	\$ 3,924.71	\$ 2,487.49	\$ 6,412.20
2029	\$ 3,924.71	\$ 2,487.49	\$ 6,412.20
2030	\$ -	\$ 2,487.49	\$ 2,487.49
2031	\$ -	\$ 2,487.49	\$ 2,487.49
2032	\$ -	\$ 2,487.49	\$ 2,487.49
2033	\$ -	\$ 2,487.49	\$ 2,487.49
2034	\$ -	\$ 2,487.49	\$ 2,487.49
Total	\$ 19,623.55	\$ 24,874.94	\$ 44,498.49

#### **ANNUAL INSTALLMENTS - PARCEL 92325**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 95378 BUYER DISCLOSURE

## NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

#### PROPERTY ADDRESS

#### PARCEL 95378 PRINCIPAL ASSESSMENT: \$20,085.92<sup>2</sup>

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

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

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

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

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

<sup>&</sup>lt;sup>2</sup> Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	ş

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF SELLER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

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

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

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

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

Installment Due 1/31	Capital ssessment allments [a]	O&M Assessment stallments [b]	Total
2025	\$ 3,027.81	\$ 1,919.04	\$ 4,946.85
2026	\$ 3,027.81	\$ 1,919.04	\$ 4,946.85
2027	\$ 3,027.81	\$ 1,919.04	\$ 4,946.85
2028	\$ 3,027.81	\$ 1,919.04	\$ 4,946.85
2029	\$ 3,027.81	\$ 1,919.04	\$ 4,946.85
2030	\$ 3,027.81	\$ 1,919.04	\$ 4,946.85
2031	\$ 0.02	\$ 1,919.04	\$ 1,919.06
2032	\$ -	\$ 1,919.04	\$ 1,919.04
2033	\$ -	\$ 1,919.04	\$ 1,919.04
2034	\$ -	\$ 1,919.04	\$ 1,919.04
Total	\$ 18,166.88	\$ 19,190.36	\$ 37,357.24

#### **ANNUAL INSTALLMENTS - PARCEL 95378**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 95379 BUYER DISCLOSURE

## NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

#### PROPERTY ADDRESS

#### PARCEL 95379 PRINCIPAL ASSESSMENT: \$27,181.46<sup>2</sup>

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

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

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

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

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

<sup>&</sup>lt;sup>2</sup> Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	ş

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF SELLER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

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

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

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

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

Installment Due 1/31	Capital ssessment callments [a]	O&M Assessment stallments [b]	Total
2025	\$ 4,824.71	\$ 3,057.91	\$ 7,882.62
2026	\$ 4,824.71	\$ 3,057.91	\$ 7,882.62
2027	\$ 4,824.71	\$ 3,057.91	\$ 7,882.62
2028	\$ 4,824.71	\$ 3,057.91	\$ 7,882.62
2029	\$ 4,824.71	\$ 3,057.91	\$ 7,882.62
2030	\$ -	\$ 3,057.91	\$ 3,057.91
2031	\$ -	\$ 3,057.91	\$ 3,057.91
2032	\$ -	\$ 3,057.91	\$ 3,057.91
2033	\$ -	\$ 3,057.91	\$ 3,057.91
2034	\$ -	\$ 3,057.91	\$ 3,057.91
Total	\$ 24,123.55	\$ 30,579.12	\$ 54,702.67

#### **ANNUAL INSTALLMENTS - PARCEL 95379**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 115192 BUYER DISCLOSURE

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

#### PROPERTY ADDRESS

#### PARCEL 115192 PRINCIPAL ASSESSMENT: \$44,722.37<sup>2</sup>

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

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

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

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

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

<sup>&</sup>lt;sup>2</sup> Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	ş

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF SELLER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

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

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

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

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

Installment Due 1/31	Capital ssessment tallments [a]	O&M Assessment stallments [b]	Total
2025	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2026	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2027	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2028	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2029	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2030	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2031	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2032	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2033	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2034	\$ 0.04	\$ 2,942.26	\$ 2,942.30
Total	\$ 41,780.11	\$ 29,422.60	\$ 71,202.71

#### **ANNUAL INSTALLMENTS - PARCEL 115192**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 30102 BUYER DISCLOSURE

## NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

#### PROPERTY ADDRESS

#### PARCEL 30102 PRINCIPAL ASSESSMENT: \$191,390.52<sup>2</sup>

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

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

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

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

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

<sup>&</sup>lt;sup>2</sup> Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	ş

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF SELLER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

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

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

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

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

Installment Due 1/31	Capital Assessment Installments [a]		O&M Assessment Installments [b]		Total	
2025	\$	19,862.96	\$	12,589.20	\$	32,452.16
2026	\$	19,862.96	\$	12,589.20	\$	32,452.16
2027	\$	19,862.96	\$	12,589.20	\$	32,452.16
2028	\$	19,862.96	\$	12,589.20	\$	32,452.16
2029	\$	19,862.96	\$	12,589.20	\$	32,452.16
2030	\$	19,862.96	\$	12,589.20	\$	32,452.16
2031	\$	19,862.96	\$	12,589.20	\$	32,452.16
2032	\$	19,862.96	\$	12,589.20	\$	32,452.16
2033	\$	19,862.96	\$	12,589.20	\$	32,452.16
2034	\$	34.68	\$	12,589.20	\$	12,623.88
Total	\$	178,801.32	\$	125,892.00	\$	304,693.32

#### **ANNUAL INSTALLMENTS - PARCEL 30102**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 114958 BUYER DISCLOSURE

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

#### PROPERTY ADDRESS

#### PARCEL 114958 PRINCIPAL ASSESSMENT: \$217,987.55<sup>2</sup>

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

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

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

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

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

<sup>&</sup>lt;sup>2</sup> Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	ş

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF SELLER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

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

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

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

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

Installment Due 1/31	Capital Assessment Installments [a]		O&M Assessment Installments [b]		Total	
2025	\$	22,626.63	\$	14,340.82	\$	36,967.45
2026	\$	22,626.63	\$	14,340.82	\$	36,967.45
2027	\$	22,626.63	\$	14,340.82	\$	36,967.45
2028	\$	22,626.63	\$	14,340.82	\$	36,967.45
2029	\$	22,626.63	\$	14,340.82	\$	36,967.45
2030	\$	22,626.63	\$	14,340.82	\$	36,967.45
2031	\$	22,626.63	\$	14,340.82	\$	36,967.45
2032	\$	22,626.63	\$	14,340.82	\$	36,967.45
2033	\$	22,626.63	\$	14,340.82	\$	36,967.45
2034	\$	7.06	\$	14,340.82	\$	14,347.88
Total	\$	203,646.73	\$	143,408.23	\$	347,054.96

#### **ANNUAL INSTALLMENTS - PARCEL 114958**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 127995 BUYER DISCLOSURE

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

#### PROPERTY ADDRESS

#### PARCEL 127995 PRINCIPAL ASSESSMENT: \$152,457.41<sup>2</sup>

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

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

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

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

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

<sup>&</sup>lt;sup>2</sup> Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF SELLER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

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

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

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

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

Installment Due 1/31	Capital ssessment callments [a]	O&M Assessment stallments [b]	Total
2025	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2026	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2027	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2028	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2029	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2030	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2031	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2032	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2033	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2034	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
Total	\$ 95,937.40	\$ 60,805.40	\$ 156,742.80

#### **ANNUAL INSTALLMENTS - PARCEL 127995**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 114957 BUYER DISCLOSURE

#### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

#### **PROPERTY ADDRESS**

#### PARCEL 114957 PRINCIPAL ASSESSMENT: \$855.07<sup>2</sup>

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

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

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

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

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

<sup>&</sup>lt;sup>2</sup> Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF SELLER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

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

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

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

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

Installment Due 1/31	Capital ssessment tallments [a]	O&M Assessment stallments [b]	Total
2025	\$ 80.41	\$ 50.97	\$ 131.38
2026	\$ 80.41	\$ 50.97	\$ 131.38
2027	\$ 80.41	\$ 50.97	\$ 131.38
2028	\$ 80.41	\$ 50.97	\$ 131.38
2029	\$ 80.41	\$ 50.97	\$ 131.38

80.41 \$

80.41 \$

80.41 \$

80.41 \$

80.41 \$

804.10 \$

50.97 \$

50.97 \$

50.97 \$

50.97 \$

50.97 \$

509.65

\$

131.38

131.38

131.38

131.38

131.38

1,313.75

2030

2031

2032

2033

2034

Total

\$

\$

\$

\$

\$

Ś

#### **ANNUAL INSTALLMENTS - PARCEL 114957**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 104899 BUYER DISCLOSURE

#### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

#### PROPERTY ADDRESS

#### PARCEL 104899 PRINCIPAL ASSESSMENT: \$632,029.50<sup>2</sup>

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

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

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

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

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

<sup>&</sup>lt;sup>2</sup> Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	ş

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF SELLER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

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

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

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

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

Installment Due 1/31	Capital Issessment tallments [a]	O&M Assessment stallments [b]	Total
2025	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2026	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2027	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2028	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2029	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2030	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2031	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2032	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2033	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2034	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2035	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2036	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2037	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2038	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2039	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2040	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2041	\$ 13,186.23	\$ 24,578.95	\$ 37,765.18
Total	\$ 607,450.55	\$ 417,842.11	\$ 1,025,292.66

#### **ANNUAL INSTALLMENTS - PARCEL 104899**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.068 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 113268 BUYER DISCLOSURE

## NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

#### PROPERTY ADDRESS

#### PARCEL 113268 PRINCIPAL ASSESSMENT: \$676,454.88<sup>2</sup>

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

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

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

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

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

<sup>&</sup>lt;sup>2</sup> Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	ş

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

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

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

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

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

DATE:

DATE:

|--|

SIGNATURE OF SELLER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

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

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

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

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

Installment Due 1/31	Capital Assessment tallments [a]	O&M Assessment stallments [b]	Total
2025	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2026	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2027	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2028	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2029	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2030	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2031	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2032	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2033	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2034	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2035	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2036	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2037	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2038	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2039	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2040	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2041	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
Total	\$ 603,458.69	\$ 399,347.63	\$ 1,002,806.32

#### **ANNUAL INSTALLMENTS - PARCEL 113268**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.068 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 47760 BUYER DISCLOSURE

# NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

#### PROPERTY ADDRESS

#### PARCEL 47760 PRINCIPAL ASSESSMENT: \$74,364.11<sup>2</sup>

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

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

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

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

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

<sup>&</sup>lt;sup>2</sup> Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	ş

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF SELLER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

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

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

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

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

Installment Due 1/31	Cap Assess Installm	sment	In	O&M Assessment stallments [b]	Total
2025	\$	-	\$	74,364.11	\$ 74,364.11
2026	\$	-	\$	74,364.11	\$ 74,364.11
2027	\$	-	\$	74,364.11	\$ 74,364.11
2028	\$	-	\$	74,364.11	\$ 74,364.11
2029	\$	-	\$	74,364.11	\$ 74,364.11
2030	\$	-	\$	74,364.11	\$ 74,364.11
2031	\$	-	\$	74,364.11	\$ 74,364.11
2032	\$	-	\$	74,364.11	\$ 74,364.11
2033	\$	-	\$	74,364.11	\$ 74,364.11
2034	\$	-	\$	74,364.11	\$ 74,364.11
2035	\$	-	\$	74,364.11	\$ 74,364.11
2036	\$	-	\$	74,364.11	\$ 74,364.11
2037	\$	-	\$	74,364.11	\$ 74,364.11
2038	\$	-	\$	74,364.11	\$ 74,364.11
2039	\$	-	\$	74,364.11	\$ 74,364.11
2040	\$	-	\$	74,364.11	\$ 74,364.11
2041	\$	-	\$	74,364.11	\$ 74,364.11
Total	\$	-	\$	1,264,189.83	\$ 1,264,189.83

[a] Parcel 47760 prepaid the Capital Assessment in full and is only subject to the O&M Assessment.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

**R** WORKS

EXHIBIT B

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT FY 2025 ANNUAL SERVICE PLAN UPDATE

September 10, 2024

# INTRODUCTION

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

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

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

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

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

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

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

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

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

On October 29, 2019, three property owners within the District challenged Ordinance No. 2019-40, by filing claims in the U.S. District Court, Western District, Austin Division.

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

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

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

On October 28, 2021, two of the three property owners who challenged the ordinance, appealed the judgment in favor of the city and the District to the U.S. Fifth Circuit Court of appeals.

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

On April 11, 2023, the U.S. Fifth Circuit Court of Appeals vacated the District Court's judgement and remanded the case to the District Court for further consideration regarding the property owners' claims asserted under the Texas Constitution.

On July 11, 2023, the City approved Ordinance No. 2023-20 which updated the Assessment Roll for 2023.

The 2019 Amended and Restated SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Parcels within the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the 2019 Amended and Restated SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2024.

# **AUTHORIZED IMPROVEMENTS**

The Developer has completed the Authorized Improvements listed in the 2019 Amended and Restated SAP and they were dedicated to the City.

# OUTSTANDING ASSESSMENTS

The Fiscal Year 2024 SAP Update identified the total unpaid Capital Assessment as \$3,498,730.09. A total of \$351,287.12<sup>1</sup> in Capital Assessment installments were billed for FY 2024 and 2 Prepayments in full were received, resulting in \$3,142,882.97 in Capital Assessments outstanding. The outstanding Capital Assessment per parcel is shown in the table below.

Property ID	Capital Assessment Unpaid			pital Assessment FY 2024 Principal Installment	Capital Assessment Unpaid After FY 2024 Installment		
90301	\$	-	\$	-	\$	-	
90754	\$	21,265.80	\$	3,544.30	\$	17,721.50	
90302	\$	18,760.68	\$	3,126.78	\$	15,633.90	
97463	\$	10,966.92	\$	1,827.82	\$	9,139.10	
97464	\$	17,851.44	\$	2,975.24	\$	14,876.20	
90303	\$	38,325.46	\$	4,790.69	\$	33,534.77	
92325	\$	23,548.26	\$	3,924.71	\$	19,623.55	
95378	\$	21,194.69	\$	3,027.81	\$	18,166.88	
95379	\$	28,948.26	\$	4,824.71	\$	24,123.55	
115192	\$	46,422.34	\$	4,642.23	\$	41,780.11	
30102	\$	198,664.28	\$	19,862.96	\$	178,801.32	
114958	\$	226,273.36	\$	22,626.63	\$	203,646.73	
127995 [a]	\$	155,970.61	\$	9,593.74	\$	146,376.87	
114957	\$	884.51	\$	80.41	\$	804.10	
		Multi-Family L	.ots				
				.068/square foot			
104899	\$	644,592.07	\$	37,141.52	\$	607,450.55	
113268 [b]	\$	688,461.41	\$	35,497.57	\$	652,963.84	
	ι	Jndeveloped I	Lots				
				.068/square foot			
47760	\$	-	\$	-	\$	-	
	S	Single Family I	ots				
Per Lot	\$	2,660.00	\$	380.00	\$	2,280.00	
Total (510 Lots, 2 Prepaid in Full)	\$	1,356,600.00	\$	193,800.00	\$	1,158,240.00	
DISTRICT TOTAL	\$ :	3,498,730.09	\$	351,287.12	\$	3,142,882.97	

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

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

<sup>&</sup>lt;sup>1</sup> Does not account for delinquencies.

# ANNUAL INSTALLMENTS DUE 1/31/2025

- Capital Assessment The Fiscal Year 2019 SAP Update identified annual installment for each property type for the Capital Assessment. Commercial Property is billed at \$0.071 per square foot of land area, Multifamily Property is billed at \$0.068 per square foot of land area, and residential lots are billed at \$380 per unit. The undeveloped lot prepaid the Capital Assessment. The total installment relating to the Capital Assessment due January 31, 2025 equals \$350,527.12, and a breakdown by parcel is shown in the table below.
- Operation and Maintenance Supplemental Services Assessment The Fiscal Year 2025 SAP Update identifies annual installment for each property type for the Operation and Maintenance Supplemental Services Assessment. Commercial, Multifamily, and Undeveloped Property is billed at \$0.020 per square foot of land area, and residential lots are billed at \$15.42 per unit. The total installment relating to the Operation and Maintenance Supplemental Services Assessment due January 31, 2025 equals \$98,404.88, and a breakdown by parcel is shown in the table below. A summary of the anticipated operation and maintenance expenses for Fiscal Year 2025 is attached as Exhibit B.

	Capital Assessment FY O				&M Assessment FY		Total FY 2025			
Property ID	Square Feet		2025 Installment		2025 Installment		Installment			
			Commercial Lot	ts						
			.071/square foot		.020/square foot					
90301	611,233.92	\$	-	\$	12,224.68	\$	12,224.68			
90754	49,919.76	\$	3,544.30	\$	998.40	\$	4,542.70			
90302	44,039.16	\$	3,126.78	\$	880.78	\$	4,007.56			
97463	25,743.96	\$	1,827.82	\$	514.88	\$	2,342.70			
97464	41,904.72	\$	2,975.24	\$	838.09	\$	3,813.33			
90303	67,474.44	\$	4,790.69	\$	1,349.49	\$	6,140.18			
92325	55,277.64	\$	3,924.71	\$	1,105.55	\$	5,030.26			
95378	42,645.24	\$	3,027.81	\$	852.90	\$	3,880.71			
95379	67,953.60	\$	4,824.71	\$	1,359.07	\$	6,183.78			
115192	65,383.56	\$	4,642.23	\$	1,307.67	\$	5,949.90			
30102	279,760.00	\$	19,862.96	\$	5,595.20	\$	25,458.16			
114958	318,684.96	\$	22,626.63	\$	6,373.70	\$	29,000.33			
127995	135,123.12	\$	9,593.74	\$	2,702.46	\$	12,296.20			
114957	1,132.56	\$	80.41	\$	22.65	\$	103.06			
			Multi-Family Lo	ts						
			.068/square foot		.020/square foot					
104899	546,198.84	\$	37,141.52	\$	10,923.98	\$	48,065.50			
113268	522,023.04	\$	35,497.57	\$	10,440.46	\$	45,938.03			
			Undeveloped Lo	ots						
			.068/square foot		.020/square foot					
47760	1,652,535.72	\$	-	\$	33,050.71	\$	33,050.71			
	Single Family Lots									
Per Lot	NA	\$	380.00	\$	15.42	\$	395.42			
Per Prepaid Lot	NA	\$	-	\$	15.42	\$	15.42			
Total (510 Lots)	NA	\$	193,040.00	\$	7,864.20	\$	200,904.20			
DISTRICT TOTAL		\$	350,527.12	\$	98,404.88	\$	448,932.00			

# **PREPAYMENT OF ASSESSMENTS IN FULL**

The following is a list of all Parcels or Lots that made a Prepayment in full of the Capital Assessment within the District.

Capital Assessment Prepayments in Full										
Property ID Address Lot Type Prepayment I										
47760	N/A	Undeveloped	1/31/2020							
109261	204 CALIBER CV	Residential	12/19/2023							
109262	202 CALIBER CV	Residential	5/23/2024							

# PARTIAL PREPAYMENT OF ASSESSMENTS

No partial prepayments of the Capital Assessments have occurred within the District.

# **SERVICE PLAN - FIVE YEAR BUDGET FORECAST**

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

Installment Due	1/31/2025		1/31/2026		1/31/2027		1/31/2028	1/31/2029		
Capital Assessment Installment	\$ 350,527.12	\$	350,527.12	\$	350,527.12	\$	350,527.12	\$	350,527.12	
O&M Assessment Installment	\$ 98,404.88	\$	98,404.88	\$	98,404.88	\$	98,404.88	\$	98,404.88	
	\$ 448,932.00	\$	448,932.00	\$	448,932.00	\$	448,932.00	\$	448,932.00	

# ASSESSMENT ROLL

The list of Parcels within the District, the corresponding outstanding Assessments, and current Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A**. The Parcels shown on the Assessment Roll will receive the bills for the FY 2025 Annual Installments which will be delinquent if not paid by January 31, 2025.

# **EXHIBIT A – ASSESSMENT ROLL**

Property ID	0	utstanding Capital	Capital Assessment FY		0	&M Assessment FY	Total FY 2025
Floperty ID		Assessment		2025 Installment		2025 Installment	Installment
90301	\$	-	\$	-	\$	12,224.68	\$ 12,224.68
90754	\$	17,721.50	\$	3,544.30	\$	998.40	\$ 4,542.70
90302	\$	15,633.90	\$	3,126.78	\$	880.78	\$ 4,007.56
97463	\$	9,139.10	\$	1,827.82	\$	514.88	\$ 2,342.70
97464	\$	14,876.20	\$	2,975.24	\$	838.09	\$ 3,813.33
90303	\$	33,534.77	\$	4,790.69	\$	1,349.49	\$ 6,140.18
92325	\$	19,623.55	\$	3,924.71	\$	1,105.55	\$ 5,030.26
95378	\$	18,166.88	\$	3,027.81	\$	852.90	\$ 3,880.71
95379	\$	24,123.55	\$	4,824.71	\$	1,359.07	\$ 6,183.78
115192	\$	41,780.11	\$	4,642.23	\$	1,307.67	\$ 5,949.90
30102	\$	178,801.32	\$	19,862.96	\$	5,595.20	\$ 25,458.16
114958	\$	203,646.73	\$	22,626.63	\$	6,373.70	\$ 29,000.33
127995 [a]	\$	146,376.87	\$	9,593.74	\$	2,702.46	\$ 12,296.20
114957	\$	804.10	\$	80.41	\$	22.65	\$ 103.06
104899	\$	607,450.55	\$	37,141.52	\$	10,923.98	\$ 48,065.50
113268 [b]	\$	652,963.84	\$	35,497.57	\$	10,440.46	\$ 45,938.03
47760 [c]	\$	-	\$	-	\$	33,050.71	\$ 33,050.71
98372	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
98370	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
95416	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
98355	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
98380	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
98354	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
95395	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
95386	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
98373	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
95415	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
95390	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
98356	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
95396	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
98374	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
95414	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
95389	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
98359	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
98352	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
95397	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
95384	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
98351	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
95398	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
95412	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42

Property ID	Οι	utstanding Capital	Ca	pital Assessment FY	C			Total FY 2025
		Assessment		2025 Installment		2025 Installment		Installment
95387	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98350	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
95399	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
95411	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98627	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
95400	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
95410	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98626	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
95401	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
95409	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98625	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
95402	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98601	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
95408	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
95407	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
95404	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98622	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98621	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98619	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98617	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
104777	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98338	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98346	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
104871	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
95391	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98361	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98369	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
95392	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98347	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98337	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98345	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
104870	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98371	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98360	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98379	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
104854	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98353	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
95381	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
95385	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
95393	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98336	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98344	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98357	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98378	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
95394	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98335	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98343	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98375	\$	2,280.00	\$	380.00	ې \$	15.42	ې \$	395.42
95413	\$	2,280.00	\$	380.00	ہ \$	15.42	ې \$	395.42
95388	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42

Property ID	0	utstanding Capital	Ca	pital Assessment FY	С			Total FY 2025 Installment
98358	\$	Assessment 2,280.00	\$	2025 Installment 380.00	\$	2025 Installment 15.42	\$	395.42
98377	ې \$	2,280.00	\$	380.00	ې \$	15.42	ې \$	395.42
98366	\$	2,280.00	\$	380.00	ې \$	15.42	\$	395.42
98342	ې \$	2,280.00	ې \$	380.00	ې \$	15.42	ې \$	395.42
98376	ې \$	2,280.00	ې \$	380.00	ې \$	15.42	ې \$	395.42
98365	\$	2,280.00	\$	380.00	ې \$	15.42	ې \$	395.42
98333	\$	2,280.00	\$	380.00	ې \$	15.42	ې \$	395.42
98341	\$	2,280.00	\$	380.00	ې \$	15.42	\$	395.42
98364	\$	2,280.00	\$	380.00	ې \$	15.42	\$	395.42
98340	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98602	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98339	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
104857	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
104856	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98624	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
95403	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98600	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98623	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98599	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
95405	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98598	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98638	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98620	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98628	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98597	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98604	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98639	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98596	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98640	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98618	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98630	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98595	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98641	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98631	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98594	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98616	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98632	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98593	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98643	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98615	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98592	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98644	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98614	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98634	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98591	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98645	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98613	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98635	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98590	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
98646	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42

Item	9A
Item	9A

Property ID	Outstanding Capital	Capital Assessment FY	O&M Assessment FY	Total FY 2025
	Assessment	2025 Installment	2025 Installment	Installment
98612	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98647	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98611	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98637	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98648	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
95202	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104881	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
99616	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98362	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104855	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104889	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104872	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104863	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104882	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
99617	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104890	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98368	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104873	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104869	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104862	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104883	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
99618	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104853	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104891	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98367	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104874	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104868	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104861	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104884	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
99619	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104852	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104892	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104875	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
98334	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104867	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104860	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104885	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
99620		\$ 380.00	\$ 15.42	\$ 395.42
104851	\$ 2,280.00 \$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104893	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104876	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104859	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104886	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
99621	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104850	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
109244	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104877	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104865	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104858	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42
104887	\$ 2,280.00	\$ 380.00	\$ 15.42	\$ 395.42

Property ID	Outstanding Ca	pital	Capital Assessment FY		Total FY 2025
	Assessmen		2025 Installment	2025 Installment	Installment
99622		30.00	\$ 380.00	\$ 15.42	\$ 395.42
104849		30.00	\$ 380.00	\$ 15.42	\$ 395.42
109243		30.00	\$ 380.00	\$ 15.42	\$ 395.42
104846		30.00	\$ 380.00	\$ 15.42	\$ 395.42
104878		30.00	\$ 380.00	\$ 15.42	395.42
104888		30.00	\$ 380.00	\$ 15.42	395.42
99623		30.00	\$ 380.00	\$ 15.42	\$ 395.42
104847		30.00	\$ 380.00	\$ 15.42	\$ 395.42
104879		30.00	\$ 380.00	\$ 15.42	\$ 395.42
109241		30.00	\$ 380.00	\$ 15.42	\$ 395.42
104848		30.00	\$ 380.00	\$ 15.42	\$ 395.42
109240		30.00	\$ 380.00	\$ 15.42	\$ 395.42
95406		30.00	\$ 380.00	\$ 15.42	\$ 395.42
98629		30.00	\$ 380.00	\$ 15.42	\$ 395.42
98605		30.00	\$ 380.00	\$ 15.42	\$ 395.42
98606	\$ 2,2	30.00	\$ 380.00	\$ 15.42	\$ 395.42
98607	\$ 2,2	30.00	\$ 380.00	\$ 15.42	\$ 395.42
98642	\$ 2,2	30.00	\$ 380.00	\$ 15.42	\$ 395.42
98608	\$ 2,2	30.00	\$ 380.00	\$ 15.42	\$ 395.42
109258	\$ 2,2	30.00	\$ 380.00	\$ 15.42	\$ 395.42
98633	\$ 2,2	30.00	\$ 380.00	\$ 15.42	\$ 395.42
98609	\$ 2,2	30.00	\$ 380.00	\$ 15.42	\$ 395.42
98610	\$ 2,2	30.00	\$ 380.00	\$ 15.42	\$ 395.42
98636	\$ 2,2	30.00	\$ 380.00	\$ 15.42	\$ 395.42
98589	\$ 2,2	30.00	\$ 380.00	\$ 15.42	\$ 395.42
104809		30.00	\$ 380.00	\$ 15.42	\$ 395.42
104766		30.00	\$ 380.00	\$ 15.42	\$ 395.42
104773		30.00	\$ 380.00	\$ 15.42	\$ 395.42
104767		30.00	\$ 380.00	\$ 15.42	\$ 395.42
104774		30.00	\$ 380.00	\$ 15.42	\$ 395.42
104768		30.00	\$ 380.00	\$ 15.42	\$ 395.42
104791		30.00	\$ 380.00	\$ 15.42	\$ 395.42
104812	\$ 2,2	30.00	\$ 380.00	\$ 15.42	\$ 395.42
104769		30.00	\$ 380.00	\$ 15.42	\$ 395.42
104792		30.00	\$ 380.00	\$ 15.42	\$ 395.42
104813		30.00	\$ 380.00	\$ 15.42	\$ 395.42
104793		30.00	\$ 380.00	\$ 15.42	\$ 395.42
104814		30.00	\$ 380.00	\$ 15.42	\$ 395.42
104771		30.00	\$ 380.00	\$ 15.42	\$ 395.42
104794		30.00	\$ 380.00	\$ 15.42	\$ 395.42
104815		30.00	\$ 380.00	\$ 15.42	\$ 395.42
104772		30.00	\$ 380.00	\$ 15.42	\$ 395.42
104795		30.00	\$ 380.00	\$ 15.42	395.42
104796		30.00	\$ 380.00	\$ 15.42	395.42
104834		30.00	\$ 380.00	\$ 15.42	395.42
104797		30.00	\$ 380.00	\$ 15.42	395.42
104833		30.00	\$ 380.00	\$ 15.42	395.42
104798		30.00	\$ 380.00	\$ 15.42	395.42
104832		30.00	\$ 380.00	\$ 15.42	395.42
104799			\$ 380.00	\$ 15.42	\$ 395.42

Property ID	0	utstanding Capital	Ca	pital Assessment FY	С	&M Assessment FY	Total FY 2025
		Assessment		2025 Installment		2025 Installment	Installment
104831	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104800	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104830	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104801	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104829	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104828	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104802	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104827	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104803	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104826	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104804	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104825	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104806	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104866	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104864	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
95380	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
95383	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
95382	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104845	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
109242	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
109263	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
109251	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
109239	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
109262 [c]	\$	-	\$	-	\$	15.42	\$ 15.42
109252	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
109238	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
109261 [c]	\$	-	\$	-	\$	15.42	\$ 15.42
109253	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
109237	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
109260	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
109254	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
109236	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
109259	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
109250	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
109255	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
109235	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
109249	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
109256	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
109234	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
109248	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
109221	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
109233	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104819	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104810	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
109222	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
109228	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
109232	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104820	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104811	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
109223	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42

Property ID	Outstan	ding Capital	Capital As	sessment FY	08	&M Assessment FY	Total FY 2025
Property ID	Asse	ssment	2025 Ir	stallment		2025 Installment	Installment
103255	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104786	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104775	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
109227	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
109231	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104821	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
109224	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
109246	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104787	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104776	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
109226	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
109230	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104822	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104770	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
109225	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
109247	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
109229	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104823	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104778	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104824	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104779	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104816	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104780	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104817	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104781	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104818	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104782	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104783	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104785	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104805	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
98603	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104788	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104789	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104790	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
104784	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
111961	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
111986	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
111987	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
111974	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
111988	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
111973	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
111989	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
111971	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
111970	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
111991	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
111964	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
111966	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
111968	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
111983	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
111969	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42

Property ID	Οι	utstanding Capital	Ca	pital Assessment FY	С			Total FY 2025
		Assessment	4	2025 Installment	4	2025 Installment	4	Installment
111982	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
111980	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
111979	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
111978	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115217	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115218	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115219	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115220	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115221	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115222	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115240	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115223	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115224	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115242	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115243	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115226	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
111976	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115227	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
111975	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
111972	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
111990	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
109644	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
111962	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
111992	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
111963	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
111965	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
111967	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
111984	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
111981	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
111977	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115215	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115230	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115213	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115231	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115214	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115254	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115253	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115256	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115252	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115216	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115257	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115234	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115251	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115258	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115235	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115250	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115259	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115236	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115249	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115260	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42

Property ID	Oı	utstanding Capital	Ca	pital Assessment FY 2025 Installment	С			Total FY 2025 Installment
115227	ć	Assessment	\$	380.00	\$	2025 Installment 15.42	\$	395.42
115237 115261	\$ \$	2,280.00 2,280.00	\$	380.00	ې \$	15.42	ې \$	395.42
115238	ې \$	2,280.00	ې \$	380.00	ې \$	15.42	ې \$	395.42
115238	ې \$	2,280.00	\$	380.00	ې \$	15.42	ې \$	395.42
115262	ې \$	2,280.00	\$	380.00	ې \$	15.42	ې \$	395.42
115239	\$	2,280.00	\$	380.00	ې \$	15.42	ې \$	395.42
115246	\$	2,280.00	\$	380.00	ې \$	15.42	\$	395.42
115240	\$	2,280.00	\$	380.00	ې \$	15.42	\$	395.42
115245	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115245	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115244	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115229	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115228	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
124637	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
124639	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
124640	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
124642	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
124643	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
124644	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
124645	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
124648	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115233	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115248	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
115265	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
124660	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
124673	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
124661	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
124674	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
124659	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
124662	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
124638	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
124675	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
124663	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
124676	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
124657	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
124664	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
124677	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
124656	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
124665	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
124641	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
124678	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
124655	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
124666	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
124679	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
124654	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
124667	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
124680	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
124653	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
124668	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42
124681	\$	2,280.00	\$	380.00	\$	15.42	\$	395.42

Property ID	Outstanding Capital	Cá	apital Assessment FY	C		Total FY 2025
	Assessment		2025 Installment		2025 Installment	Installment
124652	\$ 2,280.00			\$	15.42	\$ 395.42
124669	\$ 2,280.00		380.00	\$	15.42	\$ 395.42
124682	\$ 2,280.00		380.00	\$	15.42	\$ 395.42
124651	\$ 2,280.00		380.00	\$	15.42	\$ 395.42
124670	\$ 2,280.00		380.00	\$	15.42	\$ 395.42
124646	\$ 2,280.00		380.00	\$	15.42	\$ 395.42
124650	\$ 2,280.00		380.00	\$	15.42	\$ 395.42
124671	\$ 2,280.00		380.00	\$	15.42	\$ 395.42
124647	\$ 2,280.00		380.00	\$	15.42	\$ 395.42
124684	\$ 2,280.00		380.00	\$	15.42	\$ 395.42
124649	\$ 2,280.00		380.00	\$	15.42	\$ 395.42
124685	\$ 2,280.00		380.00	\$	15.42	\$ 395.42
127971	\$ 2,280.00		380.00	\$	15.42	\$ 395.42
127978	\$ 2,280.00		380.00	\$	15.42	\$ 395.42
127946	\$ 2,280.00	\$	380.00	\$	15.42	\$ 395.42
127917	\$ 2,280.00	\$	380.00	\$	15.42	\$ 395.42
127990	\$ 2,280.00	\$	380.00	\$	15.42	\$ 395.42
127979	\$ 2,280.00	\$	380.00	\$	15.42	\$ 395.42
127922	\$ 2,280.00	\$	380.00	\$	15.42	\$ 395.42
127947	\$ 2,280.00	\$	380.00	\$	15.42	\$ 395.42
127969	\$ 2,280.00	\$	380.00	\$	15.42	\$ 395.42
127918	\$ 2,280.00	\$	380.00	\$	15.42	\$ 395.42
127989	\$ 2,280.00	\$	380.00	\$	15.42	\$ 395.42
127980	\$ 2,280.00	\$	380.00	\$	15.42	\$ 395.42
127921	\$ 2,280.00	\$	380.00	\$	15.42	\$ 395.42
127948	\$ 2,280.00	\$	380.00	\$	15.42	\$ 395.42
127968	\$ 2,280.00	\$	380.00	\$	15.42	\$ 395.42
127919	\$ 2,280.00	\$	380.00	\$	15.42	\$ 395.42
127988	\$ 2,280.00	\$	380.00	\$	15.42	\$ 395.42
127949	\$ 2,280.00	\$	380.00	\$	15.42	\$ 395.42
127967	\$ 2,280.00	\$	380.00	\$	15.42	\$ 395.42
127966	\$ 2,280.00	\$	380.00	\$	15.42	\$ 395.42
127951	\$ 2,280.00	\$	380.00	\$	15.42	\$ 395.42
127965	\$ 2,280.00	\$	380.00	\$	15.42	\$ 395.42
127952	\$ 2,280.00		380.00	\$	15.42	\$ 395.42
127964	\$ 2,280.00		380.00	\$	15.42	\$ 395.42
127953	\$ 2,280.00		380.00	\$	15.42	\$ 395.42
127955	\$ 2,280.00		380.00	\$	15.42	\$ 395.42
127987	\$ 2,280.00		380.00	\$	15.42	\$ 395.42
127945	\$ 2,280.00		380.00	\$	15.42	\$ 395.42
115232	\$ 2,280.00		380.00	\$	15.42	\$ 395.42
127986	\$ 2,280.00		380.00	\$	15.42	\$ 395.42
127944	\$ 2,280.00		380.00	\$	15.42	\$ 395.42
127957	\$ 2,280.00		380.00	\$	15.42	\$ 395.42
127985	\$ 2,280.00		380.00	\$	15.42	\$ 395.42
127943	\$ 2,280.00		380.00	\$	15.42	\$ 395.42
127984	\$ 2,280.00		380.00	\$	15.42	\$ 395.42
127942	\$ 2,280.00		380.00	\$	15.42	\$ 395.42
127959	\$ 2,280.00		380.00	\$	15.42	\$ 395.42
127983	\$ 2,280.00		380.00	\$	15.42	\$ 395.42

Property ID	Ou	tstanding Capital Assessment	Ca	pital Assessment FY 2025 Installment	0	&M Assessment FY 2025 Installment	Total FY 2025 Installment
127941	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
127960	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
127991	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
127982	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
127940	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
127961	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
127981	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
127939	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
127962	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
113267	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
127938	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
127963	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
127937	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
127935	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
127934	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
127933	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
124658	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
124683	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
127924	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
127923	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
127910	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
127911	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
127915	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
127914	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
127913	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
127936	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
127970	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
127920	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
127950	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
127954	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
127956	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
127958	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
127992	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
127908	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
127909	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
127916	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
127912	\$	2,280.00	\$	380.00	\$	15.42	\$ 395.42
Total	\$	3,142,882.97	\$	350,527.12	\$	98,404.88	\$ 448,932.00

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

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

[c] Parcel has prepaid the Capital Assessment in full and is only subject to the O&M Assessment.

# **EXHIBIT B – OPERATION AND MAINTENANCE EXPENSES**

	Fiscal Y	/ear 2025 [a]
Maintenance & Repairs		
Irrigation	\$	-
Miscellaneous Repairs		-
Miscellaneous Projects		-
Total Maintenance & Repairs	\$	-
Contractual Services		
Mowing Services	\$	-
Maintenance Services	·	-
Professional Services/ Audit		5,000
Legal Fees		10,000
Legal Fees-Taxes		250
Admin Support-PID Consultant		9,000
Property Tax Fees		1,750
Total Contractual Services:	\$	26,000
Occupancy		
Utilities	\$	-
Well User Fees		-
Total Occupancy:	\$	-
Miscellaneous & Other		
Miscellaneous Expenses	\$	-
	\$ \$	-
Transfers Out		
Transfer to Debt Service	\$ \$	72,400
	\$	72,400
Contingency		
Contingency	\$ \$	-
	\$	-
Total	\$	98,400

[a] Expenditures were determined by proposed Fiscal Year 2024 budget provided by City on 6/14/24.

# HOMEBUYER DISCLOSURES

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

- Residential Lot
- Parcel 109262
- Parcel 109261
- Parcel 90301
- Parcel 90754
- Parcel 90302
- Parcel 97463
- Parcel 97464
- Parcel 90303
- Parcel 92325
- Parcel 95378
- Parcel 95379
- Parcel 115192
- Parcel 30102
- Parcel 114958
- Parcel 127995
- Parcel 114957
- Parcel 104899
- Parcel 113268
- Parcel 47760

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – RESIDENTIAL LOT BUYER DISCLOSURE

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

### PROPERTY ADDRESS

#### **RESIDENTIAL LOT PRINCIPAL ASSESSMENT: \$2,295.42<sup>2</sup>**

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

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

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

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

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

 $<sup>^2</sup>$  Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	ş

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

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

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

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

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

DATE: DATE: SIGNATURE OF SELLER SIGNATURE OF SELLER STATE OF TEXAS \$ SCOUNTY OF BASTROP \$

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

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

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

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

Installment Due 1/31	Capital ssessment tallments [a]	O&M Assessment stallments [b]	Total
2025	\$ 380.00	\$ 15.42	\$ 395.42
2026	\$ 380.00	\$ 15.42	\$ 395.42
2027	\$ 380.00	\$ 15.42	\$ 395.42
2028	\$ 380.00	\$ 15.42	\$ 395.42
2029	\$ 380.00	\$ 15.42	\$ 395.42
2030	\$ 380.00	\$ 15.42	\$ 395.42
2031	\$ -	\$ 15.42	\$ 15.42
2032	\$ -	\$ 15.42	\$ 15.42
Total	\$ 2,280.00	\$ 123.36	\$ 2,403.36

#### **ANNUAL INSTALLMENTS - RESIDENTIAL LOT**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2024 SAP Update showed an outstanding balance of \$2,660 per lot, with an annual installment of \$380. Following the payment due 1/31/24, \$2,280 remains outstanding per residential lot.

[b] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is a total of \$650.00 per Single Family Residential Lot. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 109262 BUYER DISCLOSURE

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

#### PROPERTY ADDRESS

### PARCEL 109262 PRINCIPAL ASSESSMENT: \$15.42<sup>2</sup>

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

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

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

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

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

 $<sup>^2</sup>$  Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	ş

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF SELLER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

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

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

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

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

Installment Due 1/31	Capital Assessmen Installments		O&M Assessment stallments [b]	Total
2025	\$	-	\$ 15.42	\$ 15.42
2026	\$	-	\$ 15.42	\$ 15.42
2027	\$	-	\$ 15.42	\$ 15.42
2028	\$	-	\$ 15.42	\$ 15.42
2029	\$	-	\$ 15.42	\$ 15.42
2030	\$	-	\$ 15.42	\$ 15.42
2031	\$	-	\$ 15.42	\$ 16.42
2032	\$	-	\$ 15.42	\$ 17.42
Total	\$	-	\$ 123.36	\$ 126.36

[a] Parcel has prepaid the Capital Assessment in full and is only subject to the O&M Assessment.

[b] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is a total of \$650.00 per Single Family Residential Lot. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 109261 BUYER DISCLOSURE

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

#### PROPERTY ADDRESS

### PARCEL 109261 PRINCIPAL ASSESSMENT: \$15.42<sup>2</sup>

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

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

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

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

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

 $<sup>^2</sup>$  Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	ş

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF SELLER

TATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

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

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

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

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

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment stallments [b]	Total
2025	\$-	\$ 15.42	\$ 15.42
2026	\$-	\$ 15.42	\$ 15.42
2027	\$-	\$ 15.42	\$ 15.42
2028	\$-	\$ 15.42	\$ 15.42
2029	\$-	\$ 15.42	\$ 15.42
2030	\$-	\$ 15.42	\$ 15.42
2031	\$-	\$ 15.42	\$ 16.42
2032	\$-	\$ 15.42	\$ 17.42
Total	\$-	\$ 123.36	\$ 126.36

[a] Parcel has prepaid the Capital Assessment in full and is only subject to the O&M Assessment.

[b] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is a total of \$650.00 per Single Family Residential Lot. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 90301 BUYER DISCLOSURE

## NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

### PROPERTY ADDRESS

### PARCEL 90301 PRINCIPAL ASSESSMENT: \$12,224.68<sup>2</sup>

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

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

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

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

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

 $<sup>^2</sup>$  Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	ş

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF SELLER

STATE OF TEXAS	§		
	§		
COUNTY OF BASTROP	§		

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

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

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

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

ANNUAL INSTALLMENTS - PA	ARCEL 90301
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Installment Due 1/31	Capital Assessme Installment	ent	O&M Assessment tallments [b]	Total
2025	\$	-	\$ 12,224.68	\$ 12,224.68
2026	\$	-	\$ 12,224.68	\$ 12,224.68
2027	\$	-	\$ 12,224.68	\$ 12,224.68
2028	\$	-	\$ 12,224.68	\$ 12,224.68
2029	\$	-	\$ 12,224.68	\$ 12,224.68
2030	\$	-	\$ 12,224.68	\$ 12,224.68
2031	\$	-	\$ 12,224.68	\$ 12,224.68
2032	\$	-	\$ 12,224.68	\$ 12,224.68
2033	\$	-	\$ -	\$ -
2034	\$	-	\$ -	\$ -
Total	\$	-	\$ 97,797.43	\$ 97,797.43

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

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.020 per square foot, beginning in Fiscal Year 2025. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 90754 BUYER DISCLOSURE

## NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

#### PROPERTY ADDRESS

#### PARCEL 90754 PRINCIPAL ASSESSMENT: \$18,719.90<sup>2</sup>

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

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

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

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

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

 $<sup>^2</sup>$  Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

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

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

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

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

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

DATE: DATE: SIGNATURE OF SELLER SIGNATURE OF SELLER STATE OF TEXAS § & COUNTY OF BASTROP §

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

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

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

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

Installment Due 1/31	Capital ssessment tallments [a]	O&M Assessment stallments [b]	Total
2025	\$ 3,544.30	\$ 998.40	\$ 4,542.70
2026	\$ 3,544.30	\$ 998.40	\$ 4,542.70
2027	\$ 3,544.30	\$ 998.40	\$ 4,542.70
2028	\$ 3,544.30	\$ 998.40	\$ 4,542.70
2029	\$ 3,544.30	\$ 998.40	\$ 4,542.70
2030	\$ -	\$ 998.40	\$ 998.40
2031	\$ -	\$ 998.40	\$ 998.40
2032	\$ -	\$ 998.40	\$ 998.40
2033	\$ -	\$ -	\$ -
2034	\$ -	\$ -	\$ -
Total	\$ 17,721.50	\$ 7,987.16	\$ 25,708.66

#### **ANNUAL INSTALLMENTS - PARCEL 90754**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.020 per square foot, beginning in Fiscal Year 2025. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 90302 BUYER DISCLOSURE

## NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

## PROPERTY ADDRESS

#### PARCEL 90302 PRINCIPAL ASSESSMENT: \$16,514.68<sup>2</sup>

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

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

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

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

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

<sup>&</sup>lt;sup>2</sup> Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	ş

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

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

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

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

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

The foregoing instrument was acknowledged before me by \_\_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>&</sup>lt;sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

Installment Due 1/31	Capital ssessment tallments [a]	O&M Assessment stallments [b]	Total
2025	\$ 3,126.78	\$ 880.78	\$ 4,007.56
2026	\$ 3,126.78	\$ 880.78	\$ 4,007.56
2027	\$ 3,126.78	\$ 880.78	\$ 4,007.56
2028	\$ 3,126.78	\$ 880.78	\$ 4,007.56
2029	\$ 3,126.78	\$ 880.78	\$ 4,007.56
2030	\$ -	\$ 880.78	\$ 880.78
2031	\$ -	\$ 880.78	\$ 880.78
2032	\$ -	\$ 880.78	\$ 880.78
2033	\$ -	\$ -	\$ -
2034	\$ -	\$ -	\$ -
Total	\$ 15,633.90	\$ 7,046.27	\$ 22,680.17

#### **ANNUAL INSTALLMENTS - PARCEL 90302**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.020 per square foot, beginning in Fiscal Year 2025. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 97463 BUYER DISCLOSURE

## NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

## AFTER RECORDING<sup>1</sup> RETURN TO:

## NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF BASTROP, TEXAS CONCERNING THE FOLLOWING PROPERTY

#### PROPERTY ADDRESS

#### PARCEL 97463 PRINCIPAL ASSESSMENT: \$9,653.98<sup>2</sup>

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Bastrop, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Hunters Crossing Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Bastrop.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

<sup>&</sup>lt;sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

 $<sup>^2</sup>$  Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]<sup>2</sup>

 $<sup>^{2}</sup>$  To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	ş

The foregoing instrument was acknowledged before me by \_\_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>&</sup>lt;sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

The foregoing instrument was acknowledged before me by \_\_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>&</sup>lt;sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

Installment Due 1/31	Capital ssessment tallments [a]	O&M Assessment stallments [b]	Total
2025	\$ 1,827.82	\$ 514.88	\$ 2,342.70
2026	\$ 1,827.82	\$ 514.88	\$ 2,342.70
2027	\$ 1,827.82	\$ 514.88	\$ 2,342.70
2028	\$ 1,827.82	\$ 514.88	\$ 2,342.70
2029	\$ 1,827.82	\$ 514.88	\$ 2,342.70
2030	\$ -	\$ 514.88	\$ 514.88
2031	\$ -	\$ 514.88	\$ 514.88
2032	\$ -	\$ 514.88	\$ 514.88
2033	\$ -	\$ -	\$ -
2034	\$ -	\$ -	\$ -
Total	\$ 9,139.10	\$ 4,119.03	\$ 13,258.13

#### **ANNUAL INSTALLMENTS - PARCEL 97463**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.020 per square foot, beginning in Fiscal Year 2025. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 97464 BUYER DISCLOSURE

## NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

## AFTER RECORDING<sup>1</sup> RETURN TO:

## NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF BASTROP, TEXAS CONCERNING THE FOLLOWING PROPERTY

## PROPERTY ADDRESS

#### PARCEL 97464 PRINCIPAL ASSESSMENT: \$15,714.29<sup>2</sup>

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Bastrop, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Hunters Crossing Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Bastrop.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

<sup>&</sup>lt;sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

 $<sup>^2</sup>$  Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]<sup>2</sup>

 $<sup>^{2}</sup>$  To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	ş

The foregoing instrument was acknowledged before me by \_\_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>&</sup>lt;sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

TATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

The foregoing instrument was acknowledged before me by \_\_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>&</sup>lt;sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

Installment Due 1/31	Capital ssessment allments [a]	O&M Assessment stallments [b]	Total
2025	\$ 2,975.24	\$ 838.09	\$ 3,813.33
2026	\$ 2,975.24	\$ 838.09	\$ 3,813.33
2027	\$ 2,975.24	\$ 838.09	\$ 3,813.33
2028	\$ 2,975.24	\$ 838.09	\$ 3,813.33
2029	\$ 2,975.24	\$ 838.09	\$ 3,813.33
2030	\$ -	\$ 838.09	\$ 838.09
2031	\$ -	\$ 838.09	\$ 838.09
2032	\$ -	\$ 838.09	\$ 838.09
2033	\$ -	\$ -	\$ -
2034	\$ -	\$ -	\$ -
Total	\$ 14,876.20	\$ 6,704.76	\$ 21,580.96

#### **ANNUAL INSTALLMENTS - PARCEL 97464**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.020 per square foot, beginning in Fiscal Year 2025. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 90303 BUYER DISCLOSURE

## NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

## AFTER RECORDING<sup>1</sup> RETURN TO:

## NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF BASTROP, TEXAS CONCERNING THE FOLLOWING PROPERTY

#### PROPERTY ADDRESS

#### PARCEL 90303 PRINCIPAL ASSESSMENT: \$34,884.26<sup>2</sup>

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Bastrop, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Hunters Crossing Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Bastrop.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

<sup>&</sup>lt;sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

 $<sup>^2</sup>$  Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]<sup>2</sup>

 $<sup>^{2}</sup>$  To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	ş

The foregoing instrument was acknowledged before me by \_\_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>&</sup>lt;sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

TATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

The foregoing instrument was acknowledged before me by \_\_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>&</sup>lt;sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

Installment Due 1/31	Capital ssessment tallments [a]	O&M Assessment stallments [b]	Total
2025	\$ 4,790.69	\$ 1,349.49	\$ 6,140.18
2026	\$ 4,790.69	\$ 1,349.49	\$ 6,140.18
2027	\$ 4,790.69	\$ 1,349.49	\$ 6,140.18
2028	\$ 4,790.69	\$ 1,349.49	\$ 6,140.18
2029	\$ 4,790.69	\$ 1,349.49	\$ 6,140.18
2030	\$ 4,790.69	\$ 1,349.49	\$ 6,140.18
2031	\$ 4,790.63	\$ 1,349.49	\$ 6,140.12
2032	\$ -	\$ 1,349.49	\$ 1,349.49
2033	\$ -	\$ -	\$ -
2034	\$ -	\$ -	\$ -
Total	\$ 33,534.77	\$ 10,795.91	\$ 44,330.68

#### **ANNUAL INSTALLMENTS - PARCEL 90303**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.020 per square foot, beginning in Fiscal Year 2025. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 92325 BUYER DISCLOSURE

## NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

## AFTER RECORDING<sup>1</sup> RETURN TO:

## NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF BASTROP, TEXAS CONCERNING THE FOLLOWING PROPERTY

## PROPERTY ADDRESS

#### PARCEL 92325 PRINCIPAL ASSESSMENT: \$20,729.10<sup>2</sup>

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Bastrop, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Hunters Crossing Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Bastrop.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

<sup>&</sup>lt;sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

<sup>&</sup>lt;sup>2</sup> Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]<sup>2</sup>

 $<sup>^{2}</sup>$  To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	ş

The foregoing instrument was acknowledged before me by \_\_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>&</sup>lt;sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

The foregoing instrument was acknowledged before me by \_\_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>&</sup>lt;sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

Installment Due 1/31	Capital ssessment allments [a]	O&M Assessment stallments [b]	Total
2025	\$ 3,924.71	\$ 1,105.55	\$ 5,030.26
2026	\$ 3,924.71	\$ 1,105.55	\$ 5,030.26
2027	\$ 3,924.71	\$ 1,105.55	\$ 5,030.26
2028	\$ 3,924.71	\$ 1,105.55	\$ 5,030.26
2029	\$ 3,924.71	\$ 1,105.55	\$ 5,030.26
2030	\$ -	\$ 1,105.55	\$ 1,105.55
2031	\$ -	\$ 1,105.55	\$ 1,105.55
2032	\$ -	\$ 1,105.55	\$ 1,105.55
2033	\$ -	\$ -	\$ -
2034	\$ -	\$ -	\$ -
Total	\$ 19,623.55	\$ 8,844.42	\$ 28,467.97

#### **ANNUAL INSTALLMENTS - PARCEL 92325**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.020 per square foot, beginning in Fiscal Year 2025. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 95378 BUYER DISCLOSURE

## NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

# AFTER RECORDING<sup>1</sup> RETURN TO:

# NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF BASTROP, TEXAS CONCERNING THE FOLLOWING PROPERTY

### PROPERTY ADDRESS

### PARCEL 95378 PRINCIPAL ASSESSMENT: \$19,019.78<sup>2</sup>

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Bastrop, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Hunters Crossing Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Bastrop.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

<sup>&</sup>lt;sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

 $<sup>^2</sup>$  Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]<sup>2</sup>

 $<sup>^{2}</sup>$  To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	ş

The foregoing instrument was acknowledged before me by \_\_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>&</sup>lt;sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

The foregoing instrument was acknowledged before me by \_\_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>&</sup>lt;sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

Installment Due 1/31	Capital ssessment allments [a]	O&M Assessment stallments [b]	Total
2025	\$ 3,027.81	\$ 852.90	\$ 3,880.71
2026	\$ 3,027.81	\$ 852.90	\$ 3,880.71
2027	\$ 3,027.81	\$ 852.90	\$ 3,880.71
2028	\$ 3,027.81	\$ 852.90	\$ 3,880.71
2029	\$ 3,027.81	\$ 852.90	\$ 3,880.71
2030	\$ 3,027.81	\$ 852.90	\$ 3,880.71
2031	\$ 0.02	\$ 852.90	\$ 852.92
2032	\$ -	\$ 852.90	\$ 852.90
2033	\$ -	\$ -	\$ -
2034	\$ -	\$ -	\$ -
Total	\$ 18,166.88	\$ 6,823.24	\$ 24,990.12

#### **ANNUAL INSTALLMENTS - PARCEL 95378**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.020 per square foot, beginning in Fiscal Year 2025. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 95379 BUYER DISCLOSURE

# NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

# AFTER RECORDING<sup>1</sup> RETURN TO:

# NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF BASTROP, TEXAS CONCERNING THE FOLLOWING PROPERTY

### PROPERTY ADDRESS

# PARCEL 95379 PRINCIPAL ASSESSMENT: \$25,482.62<sup>2</sup>

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Bastrop, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Hunters Crossing Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Bastrop.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

<sup>&</sup>lt;sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

 $<sup>^2</sup>$  Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]<sup>2</sup>

 $<sup>^{2}</sup>$  To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	ş

The foregoing instrument was acknowledged before me by \_\_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>&</sup>lt;sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

The foregoing instrument was acknowledged before me by \_\_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>&</sup>lt;sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

Installment Due 1/31	Capital ssessment allments [a]	O&M Assessment stallments [b]	Total
2025	\$ 4,824.71	\$ 1,359.07	\$ 6,183.78
2026	\$ 4,824.71	\$ 1,359.07	\$ 6,183.78
2027	\$ 4,824.71	\$ 1,359.07	\$ 6,183.78
2028	\$ 4,824.71	\$ 1,359.07	\$ 6,183.78
2029	\$ 4,824.71	\$ 1,359.07	\$ 6,183.78
2030	\$ -	\$ 1,359.07	\$ 1,359.07
2031	\$ -	\$ 1,359.07	\$ 1,359.07
2032	\$ -	\$ 1,359.07	\$ 1,359.07
2033	\$ -	\$ -	\$ -
2034	\$ -	\$ -	\$ -
Total	\$ 24,123.55	\$ 10,872.58	\$ 34,996.13

#### **ANNUAL INSTALLMENTS - PARCEL 95379**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.020 per square foot, beginning in Fiscal Year 2025. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 115192 BUYER DISCLOSURE

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

# AFTER RECORDING<sup>1</sup> RETURN TO:

# NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF BASTROP, TEXAS CONCERNING THE FOLLOWING PROPERTY

### PROPERTY ADDRESS

#### PARCEL 115192 PRINCIPAL ASSESSMENT: \$43,087.78<sup>2</sup>

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Bastrop, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Hunters Crossing Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Bastrop.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

<sup>&</sup>lt;sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

 $<sup>^2</sup>$  Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]<sup>2</sup>

 $<sup>^{2}</sup>$  To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	ş

The foregoing instrument was acknowledged before me by \_\_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>&</sup>lt;sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

The foregoing instrument was acknowledged before me by \_\_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>&</sup>lt;sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

Installment Due 1/31	Capital ssessment tallments [a]	O&M Assessment stallments [b]	Total
2025	\$ 4,642.23	\$ 1,307.67	\$ 5,949.90
2026	\$ 4,642.23	\$ 1,307.67	\$ 5,949.90
2027	\$ 4,642.23	\$ 1,307.67	\$ 5,949.90
2028	\$ 4,642.23	\$ 1,307.67	\$ 5,949.90
2029	\$ 4,642.23	\$ 1,307.67	\$ 5,949.90
2030	\$ 4,642.23	\$ 1,307.67	\$ 5,949.90
2031	\$ 4,642.23	\$ 1,307.67	\$ 5,949.90
2032	\$ 4,642.23	\$ 1,307.67	\$ 5,949.90
2033	\$ 4,642.23	\$ 345.52	\$ 4,987.75
2034	\$ 0.04	\$ 345.52	\$ 345.56
Total	\$ 41,780.11	\$ 11,152.42	\$ 52,932.53

#### **ANNUAL INSTALLMENTS - PARCEL 115192**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.020 per square foot, beginning in Fiscal Year 2025. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 30102 BUYER DISCLOSURE

# NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

# AFTER RECORDING<sup>1</sup> RETURN TO:

# NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF BASTROP, TEXAS CONCERNING THE FOLLOWING PROPERTY

#### PROPERTY ADDRESS

### PARCEL 30102 PRINCIPAL ASSESSMENT: \$184,396.52<sup>2</sup>

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Bastrop, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Hunters Crossing Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Bastrop.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

<sup>&</sup>lt;sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

 $<sup>^2</sup>$  Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]<sup>2</sup>

 $<sup>^{2}</sup>$  To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	ş

The foregoing instrument was acknowledged before me by \_\_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>&</sup>lt;sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

The foregoing instrument was acknowledged before me by \_\_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>&</sup>lt;sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

Installment Due 1/31	Capital Assessment tallments [a]	O&M Assessment stallments [b]	Total
2025	\$ 19,862.96	\$ 5,595.20	\$ 25,458.16
2026	\$ 19,862.96	\$ 5,595.20	\$ 25,458.16
2027	\$ 19,862.96	\$ 5,595.20	\$ 25,458.16
2028	\$ 19,862.96	\$ 5,595.20	\$ 25,458.16
2029	\$ 19,862.96	\$ 5,595.20	\$ 25,458.16
2030	\$ 19,862.96	\$ 5,595.20	\$ 25,458.16
2031	\$ 19,862.96	\$ 5,595.20	\$ 25,458.16
2032	\$ 19,862.96	\$ 5,595.20	\$ 25,458.16
2033	\$ 19,862.96	\$ 1,478.41	\$ 21,341.37
2034	\$ 34.68	\$ 1,478.41	\$ 1,513.09
Total	\$ 178,801.32	\$ 47,718.41	\$ 226,519.73

#### **ANNUAL INSTALLMENTS - PARCEL 30102**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.020 per square foot, beginning in Fiscal Year 2025. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 114958 BUYER DISCLOSURE

## NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

# AFTER RECORDING<sup>1</sup> RETURN TO:

# NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF BASTROP, TEXAS CONCERNING THE FOLLOWING PROPERTY

### PROPERTY ADDRESS

### PARCEL 114958 PRINCIPAL ASSESSMENT: \$210,020.43<sup>2</sup>

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Bastrop, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Hunters Crossing Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Bastrop.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

<sup>&</sup>lt;sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

 $<sup>^2</sup>$  Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]<sup>2</sup>

 $<sup>^{2}</sup>$  To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	ş

The foregoing instrument was acknowledged before me by \_\_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>&</sup>lt;sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

The foregoing instrument was acknowledged before me by \_\_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>&</sup>lt;sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

Installment Due 1/31	Capital Assessment Installments [a]		O&M Assessment Installments [b]		Total	
2025	\$	22,626.63	\$	6,373.70	\$	29,000.33
2026	\$	22,626.63	\$	6,373.70	\$	29,000.33
2027	\$	22,626.63	\$	6,373.70	\$	29,000.33
2028	\$	22,626.63	\$	6,373.70	\$	29,000.33
2029	\$	22,626.63	\$	6,373.70	\$	29,000.33
2030	\$	22,626.63	\$	6,373.70	\$	29,000.33
2031	\$	22,626.63	\$	6,373.70	\$	29,000.33
2032	\$	22,626.63	\$	6,373.70	\$	29,000.33
2033	\$	22,626.63	\$	1,684.11	\$	24,310.74
2034	\$	7.06	\$	1,684.11	\$	1,691.17
Total	\$	203,646.73	\$	54,357.81	\$	258,004.54

#### **ANNUAL INSTALLMENTS - PARCEL 114958**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.020 per square foot, beginning in Fiscal Year 2025. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 127995 BUYER DISCLOSURE

## NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

# AFTER RECORDING<sup>1</sup> RETURN TO:

# NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF BASTROP, TEXAS CONCERNING THE FOLLOWING PROPERTY

#### PROPERTY ADDRESS

### PARCEL 127995 PRINCIPAL ASSESSMENT: \$149,079.33<sup>2</sup>

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Bastrop, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Hunters Crossing Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Bastrop.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

<sup>&</sup>lt;sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

 $<sup>^2</sup>$  Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]<sup>2</sup>

 $<sup>^{2}</sup>$  To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	ş

The foregoing instrument was acknowledged before me by \_\_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>&</sup>lt;sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

The foregoing instrument was acknowledged before me by \_\_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>&</sup>lt;sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

Installment Due 1/31	Capital Assessment Installments [a]		O&M Assessment Installments [b]		Total	
2025	\$	9,593.74	\$	2,702.46	\$	12,296.20
2026	\$	9,593.74	\$	2,702.46	\$	12,296.20
2027	\$	9,593.74	\$	2,702.46	\$	12,296.20
2028	\$	9,593.74	\$	2,702.46	\$	12,296.20
2029	\$	9,593.74	\$	2,702.46	\$	12,296.20
2030	\$	9,593.74	\$	2,702.46	\$	12,296.20
2031	\$	9,593.74	\$	2,702.46	\$	12,296.20
2032	\$	9,593.74	\$	2,702.46	\$	12,296.20
2033	\$	9,593.74	\$	714.07	\$	10,307.81
2034	\$	9,593.74	\$	714.07	\$	10,307.81
Total	\$	95,937.40	\$	23,047.83	\$	118,985.23

#### **ANNUAL INSTALLMENTS - PARCEL 127995**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.020 per square foot, beginning in Fiscal Year 2025. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 114957 BUYER DISCLOSURE

## NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

## AFTER RECORDING<sup>1</sup> RETURN TO:

#### NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF BASTROP, TEXAS CONCERNING THE FOLLOWING PROPERTY

#### PROPERTY ADDRESS

#### PARCEL 114957 PRINCIPAL ASSESSMENT: \$826.75<sup>2</sup>

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Bastrop, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Hunters Crossing Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Bastrop.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

<sup>&</sup>lt;sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

 $<sup>^2</sup>$  Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]<sup>2</sup>

 $<sup>^{2}</sup>$  To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	ş

The foregoing instrument was acknowledged before me by \_\_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>&</sup>lt;sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

The foregoing instrument was acknowledged before me by \_\_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>&</sup>lt;sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

Installment Due 1/31	Capital ssessment tallments [a]	O&M Assessment stallments [b]	Total
2025	\$ 80.41	\$ 22.65	\$ 103.06
2026	\$ 80.41	\$ 22.65	\$ 103.06
2027	\$ 80.41	\$ 22.65	\$ 103.06
2028	\$ 80.41	\$ 22.65	\$ 103.06
2029	\$ 80.41	\$ 22.65	\$ 103.06
2030	\$ 80.41	\$ 22.65	\$ 103.06
2031	\$ 80.41	\$ 22.65	\$ 103.06
2032	\$ 80.41	\$ 22.65	\$ 103.06
2033	\$ 80.41	\$ 5.99	\$ 86.40
2034	\$ 80.41	\$ 5.99	\$ 86.40
Total	\$ 804.10	\$ 193.18	\$ 997.28

#### **ANNUAL INSTALLMENTS - PARCEL 114957**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.020 per square foot, beginning in Fiscal Year 2025. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 104899 BUYER DISCLOSURE

#### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

## AFTER RECORDING<sup>1</sup> RETURN TO:

#### NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF BASTROP, TEXAS CONCERNING THE FOLLOWING PROPERTY

#### PROPERTY ADDRESS

#### PARCEL 104899 PRINCIPAL ASSESSMENT: \$618,374.53<sup>2</sup>

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Bastrop, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Hunters Crossing Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Bastrop.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

<sup>&</sup>lt;sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

 $<sup>^2</sup>$  Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]<sup>2</sup>

 $<sup>^{2}</sup>$  To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	ş

The foregoing instrument was acknowledged before me by \_\_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>&</sup>lt;sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

The foregoing instrument was acknowledged before me by \_\_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>&</sup>lt;sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

Installment Due 1/31	Capital Assessment tallments [a]	O&M Assessment stallments [b]	Total
2025	\$ 37,141.52	\$ 10,923.98	\$ 48,065.50
2026	\$ 37,141.52	\$ 10,923.98	\$ 48,065.50
2027	\$ 37,141.52	\$ 10,923.98	\$ 48,065.50
2028	\$ 37,141.52	\$ 10,923.98	\$ 48,065.50
2029	\$ 37,141.52	\$ 10,923.98	\$ 48,065.50
2030	\$ 37,141.52	\$ 10,923.98	\$ 48,065.50
2031	\$ 37,141.52	\$ 10,923.98	\$ 48,065.50
2032	\$ 37,141.52	\$ 10,923.98	\$ 48,065.50
2033	\$ 37,141.52	\$ 2,886.42	\$ 40,027.94
2034	\$ 37,141.52	\$ 2,886.42	\$ 40,027.94
2035	\$ 37,141.52	\$ 2,886.42	\$ 40,027.94
2036	\$ 37,141.52	\$ 2,886.42	\$ 40,027.94
2037	\$ 37,141.52	\$ 2,886.42	\$ 40,027.94
2038	\$ 37,141.52	\$ 2,886.42	\$ 40,027.94
2039	\$ 37,141.52	\$ 2,886.42	\$ 40,027.94
2040	\$ 37,141.52	\$ 2,886.42	\$ 40,027.94
2041	\$ 13,186.23	\$ 2,886.42	\$ 16,072.65
Total	\$ 607,450.55	\$ 113,369.56	\$ 720,820.11

#### **ANNUAL INSTALLMENTS - PARCEL 104899**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.068 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.020 per square foot, beginning in Fiscal Year 2025. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 113268 BUYER DISCLOSURE

#### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

## AFTER RECORDING<sup>1</sup> RETURN TO:

#### NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF BASTROP, TEXAS CONCERNING THE FOLLOWING PROPERTY

#### PROPERTY ADDRESS

#### PARCEL 113268 PRINCIPAL ASSESSMENT: \$663,404.30<sup>2</sup>

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Bastrop, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Hunters Crossing Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Bastrop.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

<sup>&</sup>lt;sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

 $<sup>^2</sup>$  Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]<sup>2</sup>

 $<sup>^{2}</sup>$  To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	ş

The foregoing instrument was acknowledged before me by \_\_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>&</sup>lt;sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

The foregoing instrument was acknowledged before me by \_\_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>&</sup>lt;sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

Installment Due 1/31	Capital Assessment Installments [a]		O&M Assessment Installments [b]		Total	
2025	\$	35,497.57	\$	10,440.46	\$	45,938.03
2026	\$	35,497.57	\$	10,440.46	\$	45,938.03
2027	\$	35,497.57	\$	10,440.46	\$	45,938.03
2028	\$	35,497.57	\$	10,440.46	\$	45,938.03
2029	\$	35,497.57	\$	10,440.46	\$	45,938.03
2030	\$	35,497.57	\$	10,440.46	\$	45,938.03
2031	\$	35,497.57	\$	10,440.46	\$	45,938.03
2032	\$	35,497.57	\$	10,440.46	\$	45,938.03
2033	\$	35,497.57	\$	2,758.66	\$	38,256.23
2034	\$	35,497.57	\$	2,758.66	\$	38,256.23
2035	\$	35,497.57	\$	2,758.66	\$	38,256.23
2036	\$	35,497.57	\$	2,758.66	\$	38,256.23
2037	\$	35,497.57	\$	2,758.66	\$	38,256.23
2038	\$	35,497.57	\$	2,758.66	\$	38,256.23
2039	\$	35,497.57	\$	2,758.66	\$	38,256.23
2040	\$	35,497.57	\$	2,758.66	\$	38,256.23
2041	\$	35,497.57	\$	2,758.66	\$	38,256.23
Total	\$	603,458.69	\$	108,351.61	\$	711,810.30

#### **ANNUAL INSTALLMENTS - PARCEL 113268**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2025 SAP Update collects the Capital Assessments at a rate of \$0.068 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.020 per square foot, beginning in Fiscal Year 2025. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.

# HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 47760 BUYER DISCLOSURE

#### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

## AFTER RECORDING<sup>1</sup> RETURN TO:

#### NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF BASTROP, TEXAS CONCERNING THE FOLLOWING PROPERTY

#### PROPERTY ADDRESS

#### PARCEL 47760 PRINCIPAL ASSESSMENT: \$33,050.71<sup>2</sup>

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Bastrop, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Hunters Crossing Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Bastrop.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

<sup>&</sup>lt;sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

 $<sup>^2</sup>$  Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/25. The amount of the O&M annual installment shall be updated annually by the City Council.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]<sup>2</sup>

 $<sup>^{2}</sup>$  To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	ş

The foregoing instrument was acknowledged before me by \_\_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>&</sup>lt;sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

STATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

The foregoing instrument was acknowledged before me by \_\_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>&</sup>lt;sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

Installment Due 1/31	Assess	Capital O&M Assessment Assessment Installments [a] Installments [b]		Total	
2025	\$	-	\$	33,050.71	\$ 33,050.71
2026	\$	-	\$	33,050.71	\$ 33,050.71
2027	\$	-	\$	33,050.71	\$ 33,050.71
2028	\$	-	\$	33,050.71	\$ 33,050.71
2029	\$	-	\$	33,050.71	\$ 33,050.71
2030	\$	-	\$	33,050.71	\$ 33,050.71
2031	\$	-	\$	33,050.71	\$ 33,050.71
2032	\$	-	\$	33,050.71	\$ 33,050.71
2033	\$	-	\$	-	\$ -
2034	\$	-	\$	-	\$ -
2035	\$	-	\$	-	\$ -
2036	\$	-	\$	-	\$ -
2037	\$	-	\$	-	\$ -
2038	\$	-	\$	-	\$ -
2039	\$	-	\$	-	\$ -
2040	\$	-	\$	-	\$ -
2041	\$	-	\$	-	\$ -
Total	\$	-	\$	264,405.72	\$ 264,405.72

#### **ANNUAL INSTALLMENTS - PARCEL 47760**

[a] Parcel 47760 prepaid the Capital Assessment in full and is only subject to the O&M Assessment.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.020 per square foot, beginning in Fiscal Year 2025. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$2,234,236.76 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 58.63% remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2032.



# **STAFF REPORT**

#### MEETING DATE: September 17, 2024

#### TITLE:

Conduct a public hearing for the Fiscal Year 2024-2025 Budget and consider and act on the second reading of Ordinance No. 2024-29, Adopting a budget for the Fiscal Year 2024-2025 (October 1, 2024 through September 30, 2025) attached as Exhibit A; making certain appropriations; and providing that expenditures for said Fiscal Year be made in accordance with said budget; updating the Master Fee Schedule; providing a distribution; severability; repealer; an effective date; proper notice and meeting.

#### AGENDA ITEM SUBMITTED BY:

Submitted by: Edi McIlwain, Chief Financial Officer

#### BACKGROUND/HISTORY:

The City Manager presented the Proposed Budget for FY2025 on July 23, 2024. The City Council held Budget Workshops on July 30th and August 21, 2024, to go over the budget in more detail and ask any questions of the City Manager and Chief Financial Officer.

Council reached consensus on changes to the proposed budget during the August 21st workshop:

- Community Support funding Some additional funding added for Friendship Baptist Church and Dance Troupe-Celebrate Sister Moses Project - \$34,500
- Added a parks employee (reduced by 4 part time employees) net \$25,800
- Increases made to community events: BooBash, Wassail Fest, Christmas Tree Lighting, and Merry on Main, and parade route changes - \$28,000
- Replacing ClearGov with OpenGov Software \$75,000
- Police cars reducing police cars from 8 to 10 \$32,300 savings
- Kerr Community Center repairs \$40,000 (HOT Fund)

All changes and recommendations from the August 21, 2024 workshop have been incorporated into this final version.

Section 6.05 of the City Charter states: "After public hearing, the Council shall analyze the budget, making any additions or deletions considered appropriate, and shall, at least three (3) days prior to the beginning of the fiscal year, adopt the budget by a favorable vote."

#### FISCAL IMPACT:

All funds

#### **RECOMMENDATION**:

Staff recommends approval of the second reading of Ordinance No. 2024-29, Adopting a budget for the Fiscal Year 2024-2025 (October 1, 2024 through September 30, 2025) attached as Exhibit A; making certain appropriations; and providing that expenditures for said Fiscal Year be made in

accordance with said budget; updating the Master Fee Schedule; providing a distribution; severability; repealer; an effective date; proper notice and meeting.

#### **ATTACHMENTS:**

- Ordinance No. 2024-29
- Exhibit A Annual Budget for FY2024-2025



#### ORDINANCE NO. 2024-29

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ADOPTING A BUDGET FOR THE FISCAL YEAR 2024-2025 (OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025), ATTACHED AS EXHIBIT A; MAKING CERTAIN APPROPRIATIONS; AND PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR BE MADE IN ACCORDANCE WITH SAID BUDGET; UPDATING THE MASTER FEE SCHEDULE; PROVIDING A DISTRIBUTION; SEVERABILITY; REPEALER; AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

**WHEREAS**, the City Manager and staff have prepared and filed with the City Secretary a proposed budget for the operation of the City during Fiscal Year 2024-2025; and

**WHEREAS**, the City Manager of the City of Bastrop has submitted to the Mayor and City Council a proposed budget of the revenues and expenditures/expenses of conducting the affairs of said City and providing a complete Financial Plan for Fiscal Year beginning October 1, 2024, and ending September 30, 2025; and

**WHEREAS**, the City Council on September 10, 2024, conducted a public hearing to receive input from citizens of the City concerning the content of the budget, and for which notice were duly posted in a newspaper of general circulation in the county in which the municipality is located; and

**WHEREAS**, the City has acknowledged that this budget will raise more total property taxes than last year's budget by \$432,609 or 5%, and of that amount \$313,977 is tax revenue to be raised from new property added to the tax roll this year; and

WHEREAS, the City Council having considered the proposed budget and minor changes, at length, and having provided input in its preparation, has determined that the proposed budget and the revenues and expenditures contained therein are in the best interest of the City and, therefore, the City Council desires to approve and adopt the budget by formal action; and

**WHEREAS**, pursuant to the statutory authority granted by the City of Bastrop Home Rule Charter, Section 6.06, this budget shall constitute the official appropriations of proposed expenditures for the Fiscal Year 2024-2025 and shall constitute the basis of the official levy of the property tax as the amount of tax to be assessed and collected for that tax year; and

**WHEREAS**, the City Council is authorized to adopt the proposed budget pursuant to the statutory authority granted by Texas Local Government Code Chapter 102.

# NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, THAT:

**Section 1.** Budget Adopted: The proposed budget for the fiscal year beginning October 1, 2024 and ending September 30, 2025, as submitted to the City Council by the City Manager, attached hereto as Exhibit "A," for all purposes is hereby approved and adopted as the City's budget of all revenue and expenditures/expenses of the City of Bastrop, Texas for Fiscal Year 2024-2025.

**Section 2. Appropriation:** The sum of ninety-five million, four hundred and twentyeight thousand, one hundred fifty-seven U.S. Dollars (\$95,428,157) is hereby appropriated for the City's FY2024-2025 Budget. Further, these funds are for payment of operating, capital, and debt service expenses associated with the operation and administration of the City, according to the various purposes and intents described in the FY 2024-2025 budget document.

**Section 3. Distribution:** Upon final approval, the budget adopted by this Ordinance shall be filed with the Office of the City Secretary and posted on the City's website in accordance with Texas Local Government Code Chapter 102. The budget shall also be printed, or otherwise reproduced, and sufficient copies shall be made available for the use of all offices and agencies and for the use of interested persons and civic organizations in accordance with City of Bastrop Home Rule Charter Section 6.09.

**Section 4.** Fee Schedule: This Ordinance establishes the administrative fees the City is authorized to impose and collect for providing certain services or processing certain requests for approval. Other specific fees may be imposed by other ordinances of the City or state law. The absence of any certain fee from the Master Fee Schedule, Appendix A of the City of Bastrop Code of Ordinances, shall not be interpreted to preclude assessment and collection of that fee by the City.

**Section 5. Severability:** Should any paragraph, sentence, provision, clause, phrase, or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance, as a whole, or any part or provision thereof, other than the part or parts adjudged to be invalid, illegal, or unconstitutional.

**Section 6. Repealer:** All other ordinances and provisions in conflict herewith are hereby repealed, but only to the extent of any such conflict or inconsistency and all other provisions of the Code of Ordinances not in conflict herewith shall remain in full force and effect. The repeal of any ordinance or parts thereof by the enactment of this Ordinance, shall not be construed as abandoning any action now pending under or by virtue of such ordinance; nor shall it have the effect of discontinuing, abating, modifying, or altering any penalty accruing or to accrue, nor as affecting any rights of the City of Bastrop under any section or provision of any ordinances at the time of passage of this Ordinance.

**Section 7.** Effective Date: This Ordinance shall be in full force and effect from and after its date of adoption by the City Council and publication of its caption as the law and the City of Bastrop's Charter provide in such cases.

**Section 8. Open Meeting:** It is hereby officially found and determined that the meeting at which this Ordinance was passed was conducted in compliance with the Open Meetings Act, Texas Government Code, Chapter 551, as may have been modified by any applicable emergency orders.

**CONSIDERED and APPROVED on First Reading** on the 10<sup>th</sup> day of September 2024, by the following motion:

#### "I MOVE THAT THE CITY COUNCIL ADOPT THE BUDGET AS PRESENTED."

Mayor Pro Tem John Kirkland	YEA	NAY	ABSTAIN	ABSENT
Council Member Cynthia Meyer	YEA	NAY	ABSTAIN	ABSENT
Council Member Cheryl Lee	YEA	NAY	ABSTAIN	ABSENT
Council Member Kerry Fossler	YEA	NAY	ABSTAIN	ABSENT
Council Member Kevin Plunkett	YEA	NAY	ABSTAIN	ABSENT

**CONSIDERED and ADOPTED on Second Reading** on the 17<sup>nd</sup> day of September 2024, by the following motion:

#### "I MOVE THAT THE CITY COUNCIL ADOPT THE BUDGET AS PRESENTED."

Mayor Pro Tem John Kirkland	YEA	NAY	ABSTAIN	ABSENT
Council Member Cynthia Meyer	YEA	NAY	ABSTAIN	ABSENT
Council Member Cheryl Lee	YEA	NAY	ABSTAIN	ABSENT
Council Member Kerry Fossler	YEA	NAY	ABSTAIN	ABSENT
Council Member Kevin Plunkett	YEA	NAY	ABSTAIN	ABSENT

#### **APPROVED:**

Lyle Nelson, Mayor

## ATTEST:

Irma Parker, City Secretary

#### **APPROVED AS TO FORM:**

Alan Bojorquez, City Attorney

# Exhibit A

Item 9B.



# City of Bastrop FY2025 Budget



# Proposed Version - 7/21/2024

Last updated 08/21/24



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#### Item 9B.

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Item 9B.

# INTRODUCTION

# **ANNUAL OPERATING BUDGET FY 2024-2025**

#### **City Council Record Vote**

The members of the governing body voted on the adoption of the budget as follows:

John Kirkland, Mayor Pro-Tem-Kerry Fossler-Cynthia Meyer-Cheryl Lee-Kevin Plunkett-

"This budget will raise more revenue from property taxes than last year's budget by an amount of \$432,609 which is a 5% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$313,977".

### TAX RATE

Fiscal Year	Property Tax Rate		No-New- Revenue M&O Tax Rate	Proposed M&O Tax Rate	Voter- Approval Tax Rate	Debt Rate
2023-2024	0.4994	0.4832	0.2985	0.3032	0.5051	0.1962
2024-2025	0.4994	0.5025	0.3061	0.3032	0.5165	0.1962

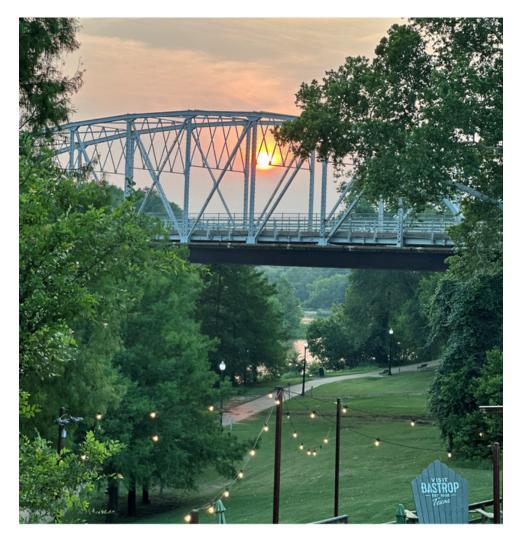
# **Municipal Debt Obligations - Principle & Interest**

Tax Supported	Revenue Supported	Total
\$33,565,800	\$135,880,838	\$169,446,638

The City will issue bonds in the amount of \$36,845,000 before the end of the FY 2024. These will be revenue supported bonds and is not reflected in this total.

# **Community Profile**





Known as the "Heart of the Lost Pines," Bastrop, Texas, is a unique community that couples historic small-town charm with big-city amenities and an exceptional quality of life. The City covers approximately 9.4 square miles and is the county seat of Bastrop County. Bastrop is strategically and centrally located on State Highway 71, with convenient access to Austin-Bergstrom International Airport, and within an easy distance of three major metropolitan areas. With Austin just 30 miles to the west, Houston two hours southeast, and San Antonio one and a half hours to the southwest, Bastrop is in an advantageous position for cultural and economic development.

#### **Embracing the Future**

Today, this dynamic city is growing at an unprecedented pace. With a current population of approximately 11,739, Bastrop proudly preserves its historic past while embracing the challenges of modern-day growth and economic needs. The 2020 census showed the City of Bastrop's population increased 34.2% from the previous census in 2010. It is estimated the City will have grown an additional 25% since 2020. The City has already outpaced the projected 2020 population of 9,383. The City has approximately 18 square miles under annexation agreements and an additional 145 square miles of extraterritorial jurisdiction. Industries are continuing to develop in and around the Bastrop area, creating a bigger demand for housing and retail. The growth of the east Austin corridor continues to spill over into Bastrop, the population estimates show a population increase of 120,901 by 2030.

#### Experience

Bastrop's tranquil setting amid the natural beauty of Central Texas' Lost Pines region includes extensive Colorado River frontage and abundant outdoor recreational opportunities. The Colorado River runs through Bastrop and is perfect for kayaking, canoeing, and fishing. The El Camino Real Paddling Trail is about six miles long and runs from Fisherman's Park to a take-out point near Tahitian Village. During FY 2020, the city executed a lease agreement to a kayaking outfitter for use of a small portion of Fisherman's Park to enhance the use of this recreational asset. Bastrop was one of four inaugural cities certified by Texas Parks and Wildlife as a Bird City, along with Dallas, Houston, and Port Aransas.

Other nearby attractions include three golf courses, two state parks, a nature preserve, Lake Bastrop, and the world-renowned Hyatt Regency Lost Pines Resort, which draws many tourists from all over the world who were previously unaware of this charming town.

Annually, Bastrop plays host to numerous events, such as the Big Bang, Homecoming & Rodeo, Table on Main, Veteran's Day Car Show, Corvette Invasion, Bastrop Music Festival, Juneteenth Celebration, and Lost Pines Christmas, which includes a Lighted Parade, River of Lights, and Historic Homes Tour. In February 2024 Bastrop hosted the inaugural Mardi Gras celebration, which was a huge success.

Downtown Bastrop is the soul of the community and features culinary delights from homestyle fare to fine dining, a distillery, breweries, a winery, gift shops, multiple live music venues and the Governor's office's new Music Friendly Community designation, and riverfront views, all nestled around a historic, and picturesque Main Street.

The City of Bastrop is proud to support three Cultural Assets that provide arts, cultural, historical, and tourismrelated offerings to the community. The Museum and Visitor Center of the Bastrop County Historical Society is an elegant journey into Bastrop's storied past and also serves as a Visitor Center, welcoming travelers and guests. The Museum received several awards this year, including the John L. Nau III Award of Excellence in Museums for its achievements in historical interpretation, museum education, collection conservation and community involvement. It was chosen out of over 1,000 other museums. The Bastrop Opera House produces live theater just like it was when it began in 1889, performing musicals, plays, Shakespeare, and concerts to sellout crowds of locals and visitors. The Opera House received numerous awards this year, including favorite local theater in the Austin area, beating our larger venues in Austin and the surrounding area. The Opera House swept 14 of the 19 awards at the Broadway World Awards! The Lost Pines Art Center and the recently opened Found Fine Art on Chestnut bring art to life with glassblowing, sculpture, and other immersive experiences.

#### **Employment**

As part of a greater metro area of more than 2 million people, Bastrop has experienced tremendous economic growth and is poised for future growth and development. Major area employers include Bastrop Independent School District, Hyatt Regency Lost Pines Resort, Bastrop County, Bluebonnet Electric Co-op, Walmart, Bastrop Federal Correction Institute, and H.E.B. Food Stores.

#### **Education**

Area students are served by Bastrop Independent School District, which has an enrollment of over 13,000, and is projected to have approximately 20,000 in the district by 2033. One of the largest geographically in the state of Texas, Bastrop ISD's boundary covers an area of nearly 450 square miles and includes the communities of Bastrop, Cedar Creek, Red Rock, Rockne, Paige, and vast rural areas of Bastrop County.

Area private and charter schools include Calvary Episcopal School serving children from Pre-K through 6<sup>th</sup> grade, Good Shepher Lutheran School offering a faith-based education up to 4th grade, Founders Classical Academy and Compass Rose Harvest serving K through 12th grade.

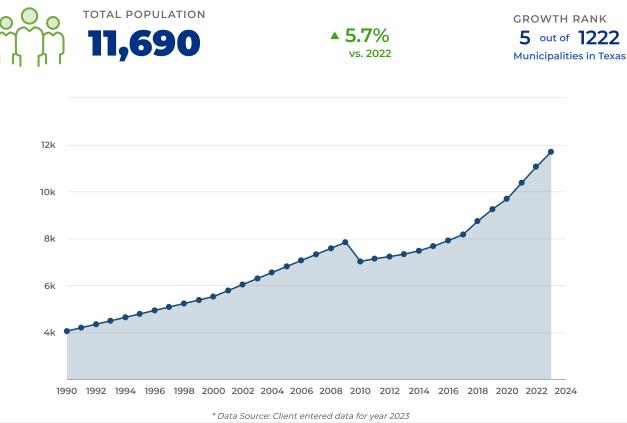
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#### **Public Safety**

To say that the City of Bastrop is proud of its Police and Fire Departments would be a vast understatement. The community has experienced the hardship of multiple FEMA declared disasters in the last 10 years, but every time, our first responders have proven their dedication and excellence in their service. This budget year continues a focus of adding additional personnel to the police department to cover the expanding needs of the rapid growth around Bastrop. The Police Chief has restructured the department to create a more responsive and resident-driven mission. The new Police mascot, Blue, has won the hearts of children he interacts with!



# **Population Overview**

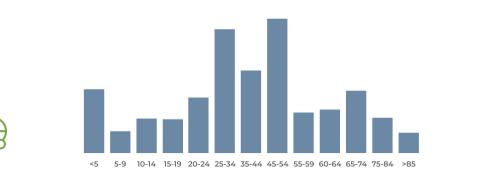






Daytime population represents the effect of persons coming into or leaving a community for work, entertainment, shopping, etc. during the typical workday. An increased daytime population puts greater demand on host community services which directly impacts operational costs.

\* Data Source: American Community Survey 5-year estimates



#### POPULATION BY AGE GROUP

Aging affects the needs and lifestyle choices of residents. Municipalities must adjust and plan services accordingly.

\* Data Source: American Community Survey 5-year estimates

BASTROPTZ

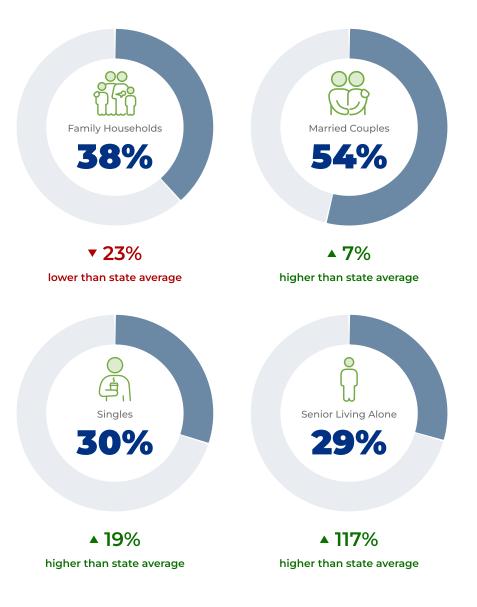
# **Household Analysis**



#### TOTAL HOUSEHOLDS



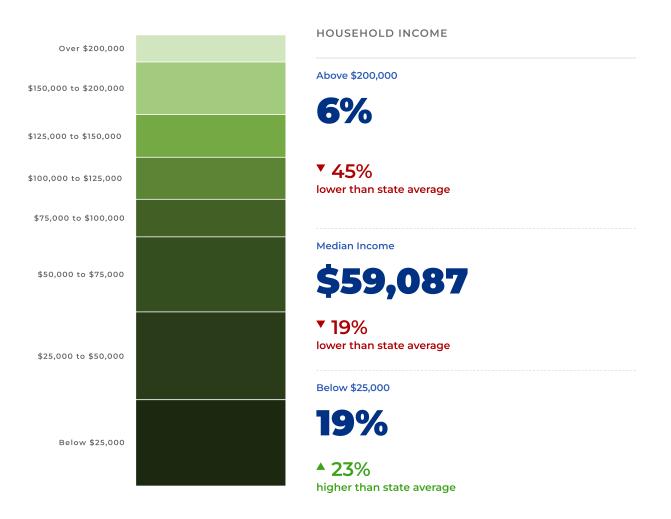
Municipalities must consider the dynamics of household types to plan for and provide services effectively. Household type also has a general correlation to income levels which affect the municipal tax base.



\* Data Source: American Community Survey 5-year estimates

# **Economic Analysis**

Household income is a key data point in evaluating a community's wealth and spending power. Pay levels and earnings typically vary by geographic regions and should be looked at in context of the overall cost of living.



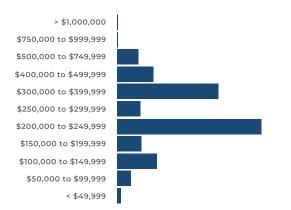
\* Data Source: American Community Survey 5-year estimates

BASTROPTX

# **Housing Overview**



#### HOME VALUE DISTRIBUTION

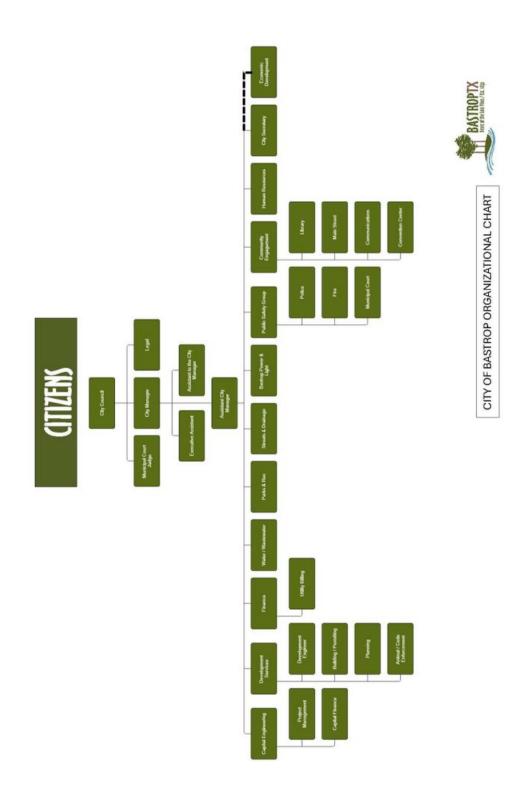




HOME OWNERS VS RENTERS

\* Data Source: 2022 US Census Bureau (http://www.census.gov/data/developers/datasets.html), American Community Survey. Home value data includes all types of owner-occupied housing. \* Data Source: 2022 US Census Bureau (http://www.census.gov/data/developers/datasets.html), American Community Survey. Home value data includes all types of owner-occupied housing.

BASTROPTZ



# **Fund Structure**

**Share Costs:** The Enterprise Funds and the Hotel Occupancy Tax Fund transfer funds to the General Fund for hte cost of shared functions including: Information Technology, Building Maintenance, Human Resources, Finance, City Manager, Community Engagement, Communications, and City Council. The transfer is represented as a reduction in expenses within the General Fund.

City of Bastrop Fund Structure		
Governm	nental Funds	Proprietary Funds
General Fund	Capital Project Funds	Enterprise Funds
City Council City Manager City Secretary Finance	General Fund one-time Exp General CIP Projects Park/Trail Dedication 2020 Revenue Bond	Water/Wastewater Impact Fees Bastrop Power & Light
Human Resources Information Technology Community Engagement Police	Limited Tax Note, Series 2020 CO, Series 2021 CO, Series 2022 American Rescue Plan	Internal Service Fund Vehicle/Equipment Replacement Fund
Fire Municipal Court Engineering Library Fleet & Facilities		
Parks Special Revenue Funds otel Occupancy Tax Fund		
Street Maintenance Fund Development Services Designated Fund Library Designated Fairview Cemetery		
Hunters Crossing PID Economic Dev Corp Permanent Fund		
Fairview Cernetery Debt Service Funds		
General Debt Service Vater/Wastewater Debt Service		

# **BUDGET OVERVIEW**

## Welcome to the FY 2025 Budget

The City Manager is pleased to present the Proposed FY 2025 Budget for the City of Bastrop. The proposed budget is the result of hard work from each city department, careful review, analysis, and organization by the Finance Department, and a productive pre-budget work session with the City Council on July 2nd of this year.

This budget is a change in the fiscal environment and is reflected in minimal projects or new initiatives planned. Increasing interest rates and market volatility have slowed commercial development significantly. As a result, Ad Valorem and Sales Tax increases combined, show an overall increase of \$562,335, and are not indicative of the explosive growth felt in Bastrop County or central Texas.

Last year we implemented a new citizen engagement platform called the Balancing Act. This platform allowed the citizens to weigh in on base budget increases, giving the City Manager and City Council data as they work through balancing the General Fund. This year, the tool will be launched after the initial budget is presented to the City Council.

	Amount
Revenue	
Ad Valorem	\$260,865
Sales Tax	\$301,770
Expenditures	
Police Department - 2 additional officers	\$170,302
Cost of Living Adjustment (COLA)	501,675

Although minimal, the Ad Valorem tax revenue has increased in this budget, at a .62% decrease over the Nonew-revenue rate, and is a function of increased valuations as opposed to an increase in the City's tax rate.

The theme of the FY 2025 budget was to continue to improve our standing as an employer of choice, which means we ensure the competitiveness of the compensation package, aggressively recruit towards a diverse candidate pool, and are thoughtful about how we use in-house vs. contracted resources. We are still seeing position vacancies due to employees leaving for better opportunities. At the time of this budget, there were 12 vacancies. This budget addresses some of the road blocks to recruitment, including retirement plans and wage levels. There is a 3.3% COLA and a 2.5% merit (STEP) increase included. In FY 2023, the City contributed a large one-time payment to Texas Municipal Retirement System (TMRS) to move the City closer to a plan change from 6% to 7% employee contribution with a 2:1 employer contribution. The FY 2024 budget included an increase in retirement contributions, taking the employer contribution percentage to 14%. The proposed FY2025 budget includes a change from a 25-year retirement plan to a 20-year retirement plan to match surrounding cities. This will help with recruiting and retention of employees.

Additionally, the emphasis on public safety continues with 2 additional officers added to the overall compliment.

Lastly, sticking to basics, the budget also puts emphasis on streets and drainage. The residents recently voted to reduce the 1/2 cent sales tax allocated to the Bastrop Economic Development Corporation to 1/8th of a cent. The remaining 3/8th of a cent has been allocated to the maintenance of existing streets. This amounts to \$3.3M of revenue now solely dedicated to existing to that.

# Bastrop City Council FOCUS AREAS

# Communication

Support and enchance open two-way communication between the City and its residents and businesses.

# Community Safety

Keep citizens, businesses, and visitors safe.

# **Economic Vitality**

Create sustainability by leveraging tourism, infrastructure renewal, and investment; enhancing public/private partnerships; efficient planning and development processes; and fostering an inclusive and diverse environment that encourages entrepreneurial ventures.

# **Fiscal Responsibility**

Prepare and manage budget; fiduciary responsibility.

# Manage Growth

Maintain Bastrop's unique feel and character while meeting the needs of the population through facilitation of responsible development and redevelopment.

# Multi-Modal Mobility

Improved mobility for all modes of transportation; manage traffic congestion.

# **Organizational Excellence**

Continually improve operations to achieve greater efficiencies and effectiveness through improved customer service for residents and businesses.

# **Uniquely Bastrop**

Maintain and enhance our historic community feel by leveraging the unique combination of community, parks, cultural and recreational assets that make Bastrop a special place to live and work.

# **Unique Environment**

Continue beautification of natural areas, green spaces, and the river.



# **Capital Plan & FY 2025 Capital Budget**

The City Manager advised the Council that there would be no major Capital Improvement Projects added to the budget until such time as existing projects are completed, with the exception of the Old Iron Bridge project which was approved in the FY 24 budget. The five-year capital plan is updated annually, as project scopes are refined and estimates are adjusted. The annual capital budget reflects the yearly appropriation as authorized by the City Council. The City plans for the long-term, while budgets are approved one year at a time.

PROJECTS	EST. AMT
Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Facilities	\$74,765,004
Wastewater Treatment Plant #3 (Phase II - Preliminary Study)	\$371,118
Agnes St. Extension (Design & Construction)	\$5,275,000
Blakey Lane Extension (Design & Construction)	\$7,358,485
Cemetery Improvements - Section 9 Development (Design & Construction)	\$850,000
Old Iron Bridge Assessment	\$1,129,222
FM 969 Wastewater Line Extension	\$3,200,000
SH 71 Pipe Bursting Project	\$800,000
Westside Water Service Expansion	\$22,000,000
Street Repair/Street Maintenance	\$2,000,000
Water Street Repairs	\$2,000,000
Wastewater Treatment Plant #1 & 2 Rehabilitation	\$2,000,000

# **CO, Series 2024 Bond Issuance**

The Capital Improvement Plan includes projects that will need to be funded through the issuance of debt. There is a proposed \$15,000,000 bond issuance included in the General Fund Debt Service Fiscal Forecast. The projects being considered for funding with this issuance are:

- Priority Old Iron Bridge (\$15M)
- Secondary Gills Branch (\$15M) if the grant is not awarded;
- 0

The Capital Improvement Plan includes projects that will need to be funded through the issuance of debt. The large projects such as the Wastewater Treatment Plant and the Water Plant are multiyear projects. The Finance Department along with our Financial Advisor use a rate model and project the issuance of bonds only as we need the funds. This spreads out the impact on rates and allows development to contribute more to the project. We have seen a significant increase in project costs just within the last year. As these projects are bid, this rate model will be updated and projected rate increases will be brought to City Council. There is a proposed \$36,845,000 bond issuance included in the Water/Wastewater Debt Service Fund Fiscal Forecast. The projects included in this issuance are:

PROJECTS	EST. AMT
XS Ranch Water Plant - Construction	\$32,846,152
Val Verde	\$2,200,000
Pearl River	\$800,000
Aqua CCN Payments	\$998,000

# **Fiscal Forecast**

There are important assumptions driving both the General Fund fiscal forecast and the proposed FY 2025 General Fund budget. Those assumptions include

- 3.5% annual sales tax
- City-wide adjustment to the pay scale is 3.3% (an additional 2.5% step increase on anniversary). All future years are at 3.5% total.
- Significant steps toward achieving a 20 year retirement plan in the Texas Municipal Retirement System. No additional changes in future years.
- No significant increase in health insurance rates in this fiscal but a planned 12% increase for FY 26.

The General Fund is projected to be structurally balanced for each of the next five years, which means recurring revenues exceed recurring expenses for each of those years. The general fund is also projected to meet the 25% fund balance reserve requirement for each of those years.

The Debt Service Fund is forecast to issue debt based on available capacity within this debt rate to fund the Old Iron Bridge rehabilitation. The forecast shows a \$15M issue in FY 2024.

The Water/Wastewater Fund is structurally balanced, as the reduced fund balance is the result of significant cash funding for capital projects in FY 2023 and FY 2024. A base water rate increase of \$5 is proposed for FY 2025 as part of an overall debt model that was developed more than 5 years ago.

The Bastrop Power and Light Fund is projected to be structurally balanced for each of the next five years. The goal of a reduced transfer to the General Fund did not occur in FY 2025 with \$650,000 programmed to be transferred to the General Fund, an increase of \$50,000. The forecast shows the fund staying over the 35% reserve fund balance requirement.

The Hotel Occupancy Tax Fund reflects additional expenses for more adequate staff support for the Convention Center and other tourist related operations and maintenance activities. The proposed reduction to the Visit Bastrop Budget to 35% vs prior years 50% has balanced the fund and also provided the community assets with the requested funds in FY 25.

The Type B Fund forecast is significantly reduced after the voter approved reduction. The fund is solvent, and if desired, can still cash fund some capital projects as needed.

#### **Proposed Fee Changes**

#### **General Fund**

In preparation of the budget, all fee schedules were reviewed. There are no general fee changes being proposed.

#### Water/Wastewater Fund

The water base rate fee of 1.5" meters and greater is being increased. This is explained further in the Water/Wastewater Fund pages. There is also a water base fee increase of \$5.00.

#### **Development Services Fund**

Various Building Regulation fees were updated and are red-lined in the Master Fee Schedule attached as a part of this budget document. There is the addition of a Plan Review fee for commercial and residential, and increase in the inspection and reinspection fees. Now that this department has brought building inspection and review in-house, these fee updates are to make sure we are covering all of our costs. There is a new fee proposed for a Short-Term Rental registration. This is important for public safety reasons, making sure we know where visitors might be staying during an emergency event. If Council does not approve the policy or fee, it would be removed from the budget.

# **Total Burden on Taxpayer**

The chart below reflects the total amount of increase on the average taxpayer.

Description	Annual Amount
Ad Valorem (Average Taxable Homestead)	\$98.00
Water Base Fee	\$5.00
Solid Waste (Residential service & recycling)	<u>\$0.00</u>
TOTAL	\$103.00

# FY 2025 Budget in Brief

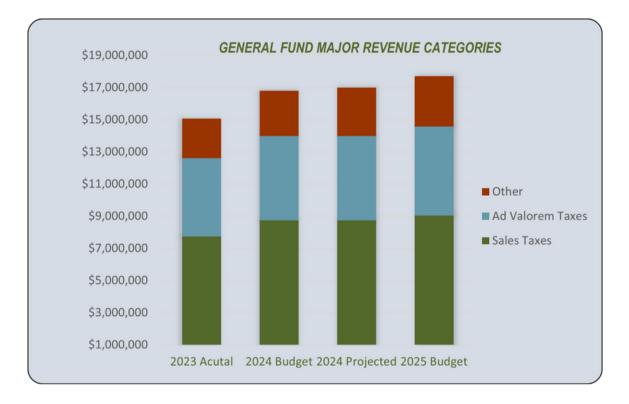
#### Item 9B.

#### **All Funds**

The City of Bastrop is proposing \$73,116,234 of revenue in FY 2025, which represents a 1.8% decrease over the FY 2024 budget amount of \$74,490,890. Budgeted operating expenditures are proposed to decrease by 23.2% to \$93,263,860 in FY 2025. The excess expenditure over revenue is due to capital projects that are using available fund balance in bond funds

#### **General Fund**

The City of Bastrop is proposing \$17,755,380 of revenue in FY 2025, which represents a 4.2% increase over the FY 2024 projected amount of \$16,987,032 and 5% over the FY 2024 budgeted amount. Budgeted operating expenditures (less transfers and lump sum payments) are proposed to increase by 13.3% to \$17,320,310 (transfers add an additional \$620,000 but these are from one-time funds available) in FY 2025.



Total General Fund budgeted revenue increased by \$896,716 from budgeted FY 2024. The table below reflected the growth in revenue for the major revenue sources indicated in the above table.

#### **Revenue growth by Major Revenue Sources**

Source		Total Increase
Sales Tax		\$301,770
Ad Valorem Taxes		\$260,865
Municipal Court Fines		\$52,700
Sanitation Revenue		\$40,000
Interest		\$70,000
Other		<u>171,381</u>
	<b>Total Revenue Increase</b>	\$896,716

## **Property Tax Increase**

Property Tax budgeted revenues are increasing by \$432,609 with \$260,865 of this reflected in the General Fund. The remaining \$171,744 is reflected in the General Fund Debt Service Fund. Of the total increase, \$313,517 or 72% is the result of properties being added to the tax base as the result of new development.

Of the total property tax revenue increase, \$119,092 or 28% is the result of the increase of appraisals on property that existed on the tax rolls prior to tax year 2024.

#### Ad Valorem Tax Forecast

The City anticipates the Ad Valorem tax roll to grow over the next few years based on the current development activity. Some new development over the next several years includes Pecan Park commercial, Bastrop Groves residential and commercial, Burleson Crossing East, ValVerde residential, and Pearl River mixed use development. There are many other infill projects that are being discussed which are anticipated in future tax rolls. The City takes a conservative approach when projecting Ad Valorem tax by using the "*lower value*" provided by Bastrop Central Appraisal District, of the properties that are still classified as "under review" by the Appraisal Review Board at the time of certification.

#### **Appraisal Process**

Ad Valorem (Property) Taxes attach as an enforceable lien on property as of January 1st of each year. The City's property tax is levied each October 1st on the assessed value listed as of January 1st for all real and business personal property located in the City. Assessed values are established by the Bastrop County Central Appraisal District at 100% of the estimated market value and certified by the Appraisal Review Board. The assessed taxable value of the tax roll on January 1, 2023, upon which the tax levy is based. The City is permitted by Article XI, Section 5 of the State of Texas Constitution to levy taxes up to \$2.50 per \$100 of assessed valuation for general government services, including the payment of principal and interest on general obligation long-term debt.

Taxes are due by January 31st, following the October 1st levy date and are considered delinquent after January 31st of each year. Based upon historical collection trends, current tax collections are estimated to be 99% of the levy and will generate \$9,004,485 in revenue, which includes \$807,957 of frozen tax levy. This is revenue for both the General Fund and the Debt Service Fund.

In Texas, county-wide central appraisal districts are required to assess all property within the appraisal district based on 100% of its appraised value and are prohibited from applying any assessment ratios. The value of property within the appraisal district must be reviewed every five years; however, the City may, at its own expense, require annual reviews of appraised values.

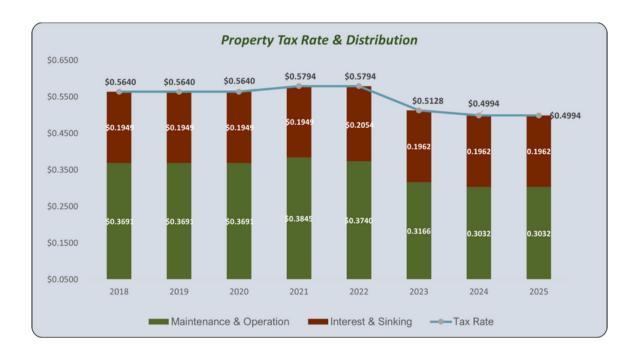
#### **Property Tax Rate**

This budget reflects no increase in the nominal tax rate (total rate reflected on the tax notice) for FY 2025.

	FY 2024	FY 2025
O & M Rate	\$0.3032	\$0.3032
I & S Rate (Debt)	\$0.1962	\$0.1962
Total	\$0.4994	\$0.4994

The Operations and Maintenance (O&M) tax rate is remaining unchanged at \$0.3032. State law defines a "No-New-Revenue (NNR) rate" as the rate that would generate no new revenue from the existing tax base. State law limits the amount of new revenue from appraisal increases to 3.5% without voter approval. The voter approval O&M rate is \$0.3157. This FY 2025 budget is based on an O&M tax rate of \$0.3032 which is .27% below the NNR O&M tax rate.

The Interest and Sinking rate has not changed from the FY 2025 rate of \$0.1962. The proposed budget includes the issuance of debt of approximately \$15M for bridge improvements. This projects are described further in the capital budget section.



## **Tax Burden**

The City of Bastrop property tax burden on the owner of the average-valued home in Bastrop is:

#### Average Taxable Homestead Value

	FY 2024	FY 2025
Avg. Value	\$288,371	\$308,325
O & M Rate	\$0.3032	\$0.3032
I & S (Debt) Rate	\$0.1962	\$0.1962

Amt paid O&M	\$874	\$934
Amt paid I&S	<u>\$566</u>	<u>\$604</u>
Total paid	\$1,440	\$1,538

This is an increase of \$98.

#### All Jurisdictions Tax Burden

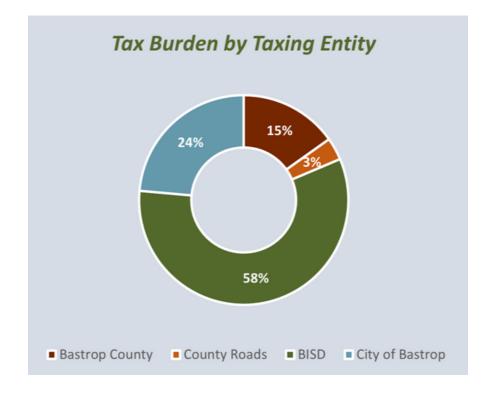
For FY 2024, the percentage of total property tax owed by the owner of the average valued home to the City of Bastrop was 23.6%.

#### Total Tax Burden, by Taxing Entity

ENTITY	RATE	%
City of Bastrop	\$0.4994	25.4
Bastrop County	\$0.3215	16.4
BISD	\$1.0702	54.5
County Roads	<u>\$0.0720</u>	<u>3.7</u>
TOTAL	\$1.9631	100.0

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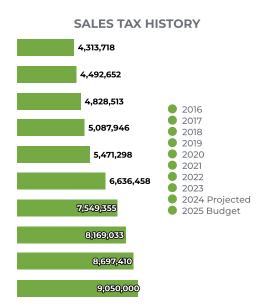




#### **Sales Tax Revenue Increase**

Sales Tax revenue in the City of Bastrop is made up of .125% going to Bastrop Economic Development Corporation, a Type B economic development corporation, .375% going to the Street Maintenance Fund and the remaining 1% to the City of Bastrop.

Sales Tax revenue trends inform a projected FY 2025 sales tax revenue of \$9,050,000, or a modest 3.5% increase over FY 2024 budget. The assumptions behind this conservative projection is informed by the year-over-year amounts we are seeing trending down and the lack of new commercial business coming online in FY 2025. The City has set the sales tax projections conservatively as this revenue source could be subject to volatility, though this has not been the pattern in Bastrop. Any excess sales tax revenue each year flows into the fund balance and is used for one-time expenditures.



# FY 2025 Enhancements & Increases to the Base (General Fund only)

The removal of Development Services into it's own fund was a significant change for FY 2024. All revenue associated with this department and the expenditures of this department were all removed from the General Fund. You will find a new section under Fund Summaries called Development Services. In FY 25, Development Services is in a positive position and begins to contribute to the overall financial health of the city organization.

Property tax and sales tax revenue increases are considered additions to the revenue base for purposes of future revenue projections. Therefore, FY 2025 property tax revenue and sales tax revenue increases are an appropriate source for increases to base budget expenditures. The recurring operating expenditures for FY 2025 increased by \$1,371,153 over the prior year.

#### MAJOR INCREASES TO THE BASE:

	Increase amount
New positions and reclassifications	\$170,302
Cost of Living (3.3%) & Step (2.5%) increases	\$664,935
Retirement reduction to 20 years	\$9,189
Vehicle/Equipment Lease payments to VERF fund	\$526,727

Personnel costs assumptions are addressed in the Personnel Changes section.

In each department section there is an explanation of significant changes year over year.

There will be a lump sum payment to reduce retirement to 20 years of approximately \$104,000 that is not reflected in this budget, but there is sufficient fund balance to cover this amount.

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## **One-Time Revenue Sources and Expenses**

Prior savings associated with revenues exceeding expenses, are not relied upon as projected future revenue sources. This excess revenue ends up increasing the ending fund balance and is reviewed annually to determine the availability of fund balance to fund one-time expenditures.

#### **General Fund**

The FY 2024 General Fund projected ending fund balance reflects a 32% reserve (ending fund balance compared to operating expenditures). The Financial Management Policy states that this reserve should be kept at or above 25%. The FY 2025 proposed budget draws down this reserve to 26% by the end of the fiscal year. The one-time expenses are summarized as follows, and are explained in detail within the specific fund pages.

• Transfer to Vehicle/Equipment Replacement Fund \$620,000

There is \$317,810 available over the 25% policy reserve for consideration.

#### Water/Wastewater Fund

The FY 2024 projected ending fund balance reflects a 44% reserve (ending fund balance compared to operating expenditures). The Financial Management Policy states that this reserve should be kept at or above 35%. The FY 2025 proposed budget increases the reserve minimally by the end of the fiscal year. This reserve requirement is a guide and should always be monitored annually, but this fund is being stretched by a significant amount of capital projects. The one-time expenses are summarized as follows, and are explained in detail within the specific fund pages.

• Transfer to Vehicle/Equipment Replacement Fund \$50,000

#### **Electric Fund (BP&L)**

The FY 2024 projected ending fund balance reflects a 53% reserve (ending fund balance compared to operating expenditures). The Financial Management Policy states that this reserve should be kept at or above 35%. The FY 2025 proposed budget increases this reserve to 54% by the end of the fiscal year. BP&L completed all of the suggested improvements in FY 2024 and will have another study complete in FY 2025 which will provide further suggested improvements.

#### **Hotel Occupancy Tax Fund**

The FY 2024 projected ending fund balance reflects a 75% reserve (ending fund balance compared to operating expenditures). The Financial Management Policy states that this reserve should be kept at or above 50%. The FY 2025 proposed budget maintains this reserve. The one-time expenses are summarized as follows, and are explained in detail within the specific fund pages.

• Hotel Pursuit Costs \$100,000

# Vehicle/Equipment Replacement Program

The Vehicle/Equipment Replacement Fund (VERF) was established in 2016 to ensure that the city is able to replace vehicles and equipment at the end of their useful life. At this time, we have about 75% of our fleet in the VERF. Each year we budget additional fleet to be replaced, and increase the "lease" payment being transferred from the different funds into the VERF fund based on new fleet purchased. The program is to set the city up to cash fund the replacement of vehicles and equipment. The only exception to this program is the fire engines, which have been debt funded. Once we are able to replace all our fleet through the VERF fund, the "lease" payments will level off. The list of fleet being purchased or replaced is detailed in the VERF fund summary. The increase in "lease" payments by funds is highlighted below:

FUND	LEASE PMT	CHANGE FROM FY 2024
General Fund	\$858,039	\$284,289
Water/Wastewater	\$148,135	\$36,365
BP&L (Electric)*	\$112,004	\$8,607
Development Services	\$33,510	(\$1,697)
Street Maintenance**	\$216,773	\$216,773

\*This department has all of their fleet in the VERF

\*\*This department is newly contributing to the VERF in FY2025. General Fund allocated assets were transferred to Street Maintenance.

#### Annexation Plan

Changes in annexation law and extraterritorial jurisdiction law have added levels of complexity to the overall growth and development of The City of Bastrop. Municipal Utility Districts (MUDs) continue to crop up in other areas of the County. The city is aggressively pursuing annexation corridors which would require MUDs to better participate in the overall funding of city resources. The City has several properties that have current development agreements on file that allow voluntary annexation and the funds allocated this year will be used for any professional services needed to perform tasks associated with annexation, such as surveying. Annexation planning is an important part of managing growth while remaining fiscally responsible.

Focus Area: Manage Growth, Unique Environment, Organizational Excellence

Impact to General Fund: \$50,000

#### Qualified Hotel Project (QHP) Carryover from 2024

In 2015, the City of Bastrop contracted for an assessment of the Bastrop Convention & Exhibit Center. The report, conducted by Harde Partners, LLC, states that the lack of an adjoining hotel was a hindrance to the Convention Center's performance. In 2023, the City was added to special legislation that allowed a rebate of the states portion of Hotel Occupancy Tax revenues to a qualified hotel project with a convention center. The existing site of the convention center has proved to be a challenge to development with a positive return on investment to the taxpayer.

Staff continues to work through possible site locations with development partners.

Focus Area: Fiscal Responsibility

Impact to General Fund: \$0

#### Asset Management - Engineering (carryover FY 2024)

The creation of a fleet and facility department is but one facet of this need. All city assets must be tracked, maintained, and disposed of properly. The development of a new geographic information system (GIS) is vital to view assets such as water valves or vehicles in real time and troubleshooting issues. This department was created in FY 2024 as a General Fund Department. Much of the increase in the General Fund is based out of this department, but no major capital costs are included in this FY budget.

Focus Area: Fiscal Responsibility, Manage Growth

Impact to General Fund: \$0

#### Development Code Update (carryover FY 2024)

Planning Commission will take up the Code rewrite in August of FY 24. It is expected to take 12 months for review, public comment, and recommendation to Council.

Focus Area: Manage Growth

Impact to General Fund: \$0

# **Personnel Changes**

This budget includes a total of 5 new full-time equivalent (FTE) positions. This budget also includes a full year of expense for 3 positions created in fiscal year 2024. These positions include 2 exucutive administrative assistant positions and 1 GIS Analyst position. The breakout of these positions is explained below.

#### **General Fund**

The proposed budget includes two (2) new positions for police and reclassification of other staff:

#### Water/Wastewater

The proposed budget includes two (2) new positions in water/wastewater to help accommodate the new water and wastewater plants that have come/are coming online.

#### **Bastrop Economic Development Fund (Type B Fund)**

This fund was reduced to 1 FTE, and a proposed addition in late FY 24 for a total of 2 FTEs. The management of this department is led by the City Manager.

## **Personnel Costs and Benefits update**

This proposed budget includes a 3.3% cost of living adjustment (COLA) and a 2.5% step (merit) increase on their anniversary, after a performance review.

In FY 2023, the City increased retirement contributions by 8% in addition to a one-time lump sum payment. These efforts were to prepare the City for a plan change with Texas Municipal Retirement System (TMRS) to move from a 6% employee contribution to a 7%, keeping the 2:1 employer match. Proposed changes to the FY 25 budget include a change from 25 year retirement to 20 year retirement.

As FY 24 wore on, we braced for a more than 20% increase in health insurance costs. We went out for proposals and received a 0% "rate pass" from a new provider, and employees will undergo plan changes prior to January 2025. Additionally, the new provider has advised we need to plan for a 12% rate increase in FY 26.

## **Personnel Summary by Department**

#### **General Fund**

DEPARTMENT	FY 2023	FY 2024	FY 2025
City Manager	4.0	4.0	4.0
City Secretary	3.0	2.0	2.0
Finance	9.0	9.0	10.0
Human Resources	1.875	2.875	2.875
Information Technology	3.0	4.0	5.25
Community Engagement	8.5	6.85	3.5
Police	32.0	35.0	37.0
Fire	10.0	12.0	12.0
Municipal Court	3.25	3.25	3.25
Public Works	34.6	32.6	0*
Development Services	9.0	0**	0**
Engineering	2.5	2.5	3.5
Fleet & Facilities	0	0	10*
Parks	0	0	12.685*
Library	<u>10.625</u>	<u>10.625</u>	<u>11.625</u>
TOTAL	131.35	124.35	117.685

\*In FY 2024 Public Works was broken out into 3 departments, Parks, Fleet & Facilities, and Street Maintenance.

\*\*These positions were moved out of the General Fund and into a new Development Services Fund.

There are 2.85 FTE's from Community Engagement that have been reclassified back to the Hotel Occupancy Tax Fund.

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# **Budgeted Positions by Fiscal Year**

POCITION		FY 2023	FY 2024	FY 2025
POSITION	DEPARTMENT	<u>FTE</u>	<u>FTE</u>	<u>FTE</u>
City Manager	City Manager	1.0	1.0	1.0
ACM, Development Services	City Manager	1.0	1.0	1.0
ACM, Community Engagement	City Manager	1.0	1.0	0.0
Assitant to the City Manager	City Manager	0.0	0.0	1.0
Executive Assistant to City Manager & ACM	City Manager	0.0	2.0	1.0
City Secretary	City Secretary	1.0	1.0	1.0
Assistant City Secretary	City Secretary	1.0	1.0	1.0
Receptionist/Office Assistant	City Secretary	1.0	0.0	0.0
Chief Financial Officer	Finance	1.0	1.0	1.0
Assistant Finance Director	Finance	1.0	0.0	1.0
Senior Accountant	Finance	0.0	1.0	0.0
Accountant	Finance	1.0	0.0	0.0
Finance Specialist Senior	Finance	1.0	2.0	2.0
Executive Administrative Asst.	Finance	1.0	1.0	0.0
CIP/Grant Coordinator	Finance	0.0	0.0	1.0
Finance Coordinator	Finance	0.0	0.0	1.0
Customer Service Supervisor	Finance	1.0	1.0	1.0
Lead Customer Service Rep	Finance	0.0	1.0	1.0
Customer Service Coordinator	Finance	1.0	0.0	0.0
Customer Service Specialist II	Finance	1.0	1.0	1.0
Customer Service Specialist I	Finance	1.0	1.0	1.0
Human Resources Director	Human Resources	1.0	1.0	1.0
Human Resources Coordinator	Human Resources	0.0	0.875	0.875
Human Resources Generalist	Human Resources	0.875	0.0	0.0
Customer Service Specialist	Human Resources	0.0	1.0	1.0
Director	IT	0.0	1.0	1.0
IT Manager	IT	1.0	0.0	0.0
System Administrator	IT	1.0	2.0	2.0
GIS Specialist	IT	1.0	1.0	1.0
GIS Analyst	IT	0.0	0.0	1.0
Chief of Police	Police	1.0	1.0	1.0
Assistant Chief of Police	Police	1.0	1.0	0.0
Lieutenant	Police	1.0	1.0	3.0
Sergeant	Police	5.0	6.0	6.0
Administrative Assistant	Police	1.0	1.0	1.0
Senior Records Technician	Police	1.0	1.0	1.0
Records Technician	Police	1.0	1.0	1.0
Evidence Technician	Police	1.0	1.0	1.0
Crime Victim Advocate	Police	0.0	1.0	1.0
Open Records Clerk	Police	0.0	1.0	1.0
Code Compliance/Animal Control	Police	1.0	1.0	1.0
Police Detective	Police	5.0	5.0	5.0
Police Officer (All levels)	Police	13.0	14.0	16.0
Fire Chief	Fire	1.0	1.0	1.0
Assistant Fire Chief	Fire	0.0	1.0	1.0
Captain	Fire	1.0	0.0	0.0
Lieutenant Executive Administrative Assistant	Fire	2.0	3.0	3.0
Executive Administrative Assistant	Fire Fire	0.0	1.0	1.0
Firefighter Court Administrator		6.0	6.0	6.0
Court Administrator Court Clerk/Juvenile Cases	Municipal Court	1.0 1.0	1.0 1.0	1.0 1.0
COULT CIELK/JUVELIIIE CASES	Municipal Court	1.0	1.0	1.0

		FY 2023	FY 2024	FY 2025
POSITION	DEPARTMENT	FTE	FTE	FTE
Court Clerk/Trial Coordinator	Municipal Court	1.0	1.0	1.0
Court VOE Clerk	Municipal Cout	0.25	0.25	0.25
Director of Planning & Development	Dev. Services	1.0	1.0	1.0
Assistant Planning Director	Dev. Services	1.0	0.0	0.0
Process Improvement Manager	Dev. Services	0.0	1.0	0.0
Project Manager	Dev. Services	0.0	0.0	1.0
Planner, Senior/GIS Analyst	Dev. Services	0.0	0.0	1.0
Planner (Senior)	Dev. Services	1.0	1.0	1.0
Development Engineer	Dev. Services	0.0	1.0	0.0
Customer Service Supervisor	Dev. Services	0.0	1.0	0.0
Development Coordinator	Dev. Services	1.0	1.0	1.0
Planning Technician	Dev. Services	1.0	3.0	3.0
Permit Technician	Dev. Services	1.0	0.0	0.0
Executive Administrative Asst.	Dev. Services	1.0	0.0	1.0
Building Official	Dev. Services	1.0	1.0	0.0
Building Inspector, Senior	Dev. Services	0.0	1.0	1.0
(Plumbing)	Dev. Services	0.0	1.0	1.0
Building Inspector, Senior	Dev. Services	0.0	1.0	1.0
(Electrical)	Dev. Services	0.0	1.0	1.0
Plan Review/Inspector	Dev. Services	0.0	1.0	1.0
Construction Inspector	Dev. Services	0.0	1.0	1.0
Code Compliance Officer	Dev. Services	1.0	0.0	1.0
City Engineer	Engineering	0.5	0.5	0.5
Executive Administrative Assistant	Engineering	0.0	1.0	0.0
Construction Manager	Engineering	0.0	0.0	0.0
Project Manager	Engineering	2.0	1.0	2.0
Project Manger Coordinator	Engineering	0.0	0.0	1.0
Public Works Director	Public Works	0.5	0.5	1.0
Streets & Drainage Superintendent	Public Works	1.0	1.0	1.0
Mechanic	Public Works	1.0	1.0	0.0
Public Works Technician	Public Works	1.0	1.0	0.5
Equipment Operator, Senior	Public Works	2.0	2.0	2.0
Equipment Operator	Public Works	3.0	3.0	3.0
Foreman Streets & Drainage	Public Works	1.0	1.0	0.0
Crew Leader Streets & Drainage	Public Works	0.0	0.0	0.0
Crew Leader Drainage	Public Works	1.0	1.0	1.0
Crew Leader Streets	Public Works	1.0	1.0	1.0
Maintenance Worker	Public Works	4.0	6.0	6.0
Special Events Worker	Public Works	2.0	0.0	0.0
Fleet & Facilities Manager	Fleet & Facilities	0.0	0.0	1.0
Fleet & Facilities Analyst	Fleet & Facilities	0.0	0.0	1.0
Mechanic	Fleet & Facilities	0.0	0.0	1.0
Executive Administrative Assistant	Fleet & Facilities	0.0	0.0	1.0
Crew Leader Building	Fleet & Facilities	0.0	0.0	1.0
Maint/Custodial	Fleet & Facilities	0.0	0.0	1.0
Building Maintenance Worker	Fleet & Facilities	0.0	0.0	1.0
Building Custodians	Fleet & Facilities	0.0	0.0	4.0
Maintenance Supervisor	Building Maintenance	1.0	0.0	0.0
Facility Attendant	Building Maintenance	1.0	0.0	0.0
Building Maint./Custodian Crew	Ruilding Maintonance	1.0	1.0	0.0
Leader	Building Maintenance	1.0	1.0	0.0
Building Maintenance Worker	Building Maintenance	1.0	1.0	0.0
Building Custodians	Building Maintenance	4.0	4.0	0.0
Parks Director	Parks	0.0	0.0	1.0

		FY 2023	FY 2024	FY 2025
POSITION	DEPARTMENT	FTE	<u>FTE</u>	<u>FTE</u>
Facilities & Grounds Superintendent		1.0	1.0	0.0
Crew Leader	Parks	1.0	1.0	1.0
Equipment Operator	Parks	1.0	1.0	1.0
Recreation Coordinator	Parks	0.0	0.0	1.0
Recreation Workers Athletic Field Maintenance	Parks	0.0	0.0	2.0
	Parks	1.0	1.0	1.0
Technician Maintananaa Chaoialist (Irrigatian)	Parks	1.0	1.0	0.0
Maintenance Specialist (Irrigation) Facilities Maintenance Worker	Parks Parks	1.0	1.0	1.0
Maintenance Worker	Parks Parks	3.0	3.0	4.0
	Parks Parks	0.185	0.185	4.0 0.185
Seasonal Employees Techinican Parks	Parks Parks	0.185	0.185	0.185
Library Director	Library	1.0	1.0	1.0
Access Services Supervisor	Library	0.0	1.0	1.0
Librarian - Public Services	Library	1.0	1.0	1.0
Library Associate Senior	Library	0.0	0.0	0.0
Digital Media Specialist	Library	0.0	1.0	1.0
	Library	6.0	4.0	4.0
Library Associate Youth Services Librarian	Library	0.0	4.0	4.0
Executive Administrative Asst.	÷	0.625	0.625	0.625
	Library Library	1.0	1.0	
Library Clerk - VOE	5	0.0	0.5	1.5 0.5
Library Clerk - Summer Public Works Director	Library Water/Wastewater	0.0	0.5	0.5 1.0
	Water/Wastewater	0.5	0.5	0.5
City Engineer Mechanic	Water/Wastewater	0.5	0.5	0.5 1.0
Special Programs Coordinator	Water/Wastewater	1.0	1.0	1.0
Executive Administrative Asst.	Water/Wastewater	1.0	1.0	1.0
Superintendent	Water/Wastewater	1.0	1.0	1.0
Chief Plant Operator Water	Water/Wastewater	1.0	1.0	1.0
Foreman	Water/Wastewater	1.0	1.0	1.0
Systems Technician Crew Leader	Water/Wastewater	1.0	1.0	1.0
Systems Technician	Water/Wastewater	6.0	6.0	6.0
Chief Plant Operator Wastewater	Water/Wastewater	1.0	1.0	1.0
Plant Operator (All Certifications)	Water/Wastewater	9.0	9.0	10.0
Director	Bastrop Power & Light	1.0	1.0	1.0
Superintendent	Bastrop Power & Light	1.0	1.0	1.0
Executive Administrative Asst.	Bastop Power & Light	1.0	1.0	1.0
Foreman	Bastrop Power & Light	1.0	1.0	1.0
Lineworker - Journeyman	Bastrop Power & Light	3.0	2.0	2.0
Lineworker - Apprentice	Bastrop Power & Light	1.0	1.0	1.0
Lineworker - Trainee	Bastrop Power & Light	1.0	2.0	2.0
Data Systems Director	Bastrop Power & Light	1.0	1.0	0.0
Main Street Manager	Main Street	0.0	1.0	0.5
Special Events Worker	Main Street	0.0	1.0	1.0
Director - Community Engagement	Convention Center	0.0	0.0	1.0
Special Events Manager	Convention Center	1.0	.65	0.0
Maintenance Supervisor	Convention Center	0.0	1.0	1.0
Facility Attendant	Convention Center	0.0	1.0	1.25
Special Events Worker	Convention Center	0.0	1.0	1.0
Executive Administrative Assistant	Convention Center	0.0	0.0	1.0
Recreation Director	Community Engagement	1.0	0.0	0.0
Recreation Manager	Community Engagement	1.0	1.0	0.0
Recreation Coordinator	Community Engagement	0.0	1.0	0.0
Recreation Workers	Community Engagement	1.5	2.0	0.0

		FY 2023	FY 2024	FY 2025
POSITION	DEPARTMENT	FTE	FTE	FTE
Public Information Manger	Community Engagement	1.0	1.0	1.0
Digital Media Specialist	Community Engagement	1.0	1.0	1.0
Digital Media Designer	Community Engagement	0.0	1.0	1.0
Communication Technical Specialist	: Community Engagement	1.0	0.0	0.0
Main Street Manager	Community Engagement	1.0	0.0	0.5
Special Events Manager	Community Engagement	0.0	.35	0.0
Groundskeeper	Cemetery	1.0	1.0	1.0
CEO	BEDC	1.0	1.0	0.0
Executive Administrative Assistant	BEDC	1.0	1.0	0.5
Operations Manager	BEDC	1.0	1.0	1.0
Project Manager	BEDC	3.0	2.0	0.0
Marketing/Communication	BEDC	<u>1.0</u>	<u>1.0</u>	<u>1.0</u>
	TOTAL	169.435	186.435	191.185

## FY 2024 Accomplishments by Focus Area

## Communications

- Record number of visits to the city website, and social media posts.
- Increased record attendance at monthly "Sit with Sylvia" community engagement session.
- Provide transparency to the community through posting crime statistics and updates about Capital Improvement Projects on the website and through social media.
- Production of large photo sets for promotion focused on Downtown Bastrop, special events, Convention Center and others.

# **Community Safety**

- Success at keeping critical positions filled.
- Purchased new Mini Pumper to provide reliable
- Purchased new brush truck for reliable response to wildland fires
- Purchased new generator for Station 1 to keep station in service to serve the citizens during any disasters
- Having a certified fire inspector, plans examiner and investigator as well as a state certified Fire Marshall
- Addition of vital positions to support the Police Department: Evidence Technician and Crime Victim's Services Coordinator.
- Cadet program for Police
- Increased engagement in community health conscience activities.
- Continue to evaluate and replace equipment as needed to ensure our citizens, businesses and visitors' needs are met.

# **Economic Vitality**

- 99.99% reliability average for Bastrop Power and Light.
- 100% response time within 2 hours for customers of Public Works & Water/Wastewater.
- Received a Texas Book Festival Grant from the Texas State Library and Archives Commission to replace work early reader materials.
- Adopted a Roadway Impact Fee in December of 2023, the adoption of this fee will go directly to street repair and maintenance.
- Vibrant downtown, with several new businesses.
- Management of multiple special events with special attention to leverage promotion and engagement through partnerships
- Reorganized Development Services to improve operational efficiency and ensure a focus on customer service and adopted several code provisions that will increase development opportunities for the community at large.

# **Fiscal Responsibility**

- Continue to submit grant applications for current CIP projects and training opportunities.
- Auditors issued an unmodified financial audit opinion which is the best that can be obtained, noted no recommendations for improvement over internal controls, and no Management Letter issued.
- Increased technology security measures and redesigned data disaster recovery.
- Successfully maintained cost of medical insurance without an increase.
- Sold multiple vehicles outside of operational ability to build VERF balance.

# **Manage Growth**

- Initiated the development of the City's Wastewater Master Plan.
- Completed a 2-year project to update and replace worn juvenile non-fiction materials.
- Developed and Council Accepted Parks & Recreation Master Plan.
- Began construction on the Simsboro Aquifer Water Treatment Plan, Well Field and Transmission Facilities to meet increased demand in the city.
- Obtained substantial completion of Wastewater Treatment Plant #3.

# **Multi-Modal Mobility**

- Completed the Old Austin Highway Pavement Rehabilitation project.
- $\circ~$  Completed various street repair and rehabilitation using HA5.
- Will test a new fog seal technology, Terra Pave in late FY 24.
- Construction of Agnes extension set to begin towards the end of FY 24.
- Obtained grant funding for Blakey Lane.

## **Organizational Excellence**

- Council approved salary adjustments to enhance recruitment and retention.
- Partnered with Texas Workforce so that employees receive CDL Licenses at no cost to city.
- Received Government Finance Officer Association awards for the annual budget and the comprehensive annual financial report.
- Produced a comprehensive Financial Procedures Manual
- Hosted quarterly employee appreciation events.
- Achieved 99.99% technology accessibility for citizens and city employees.
- Went to a 7% Contribution rate with TMRS for the city employees.
- Reduced Medical premiums by 3% for city employees.
- Added a Fleet and Facilities Department to the organization to improve the management of City assets and facilities.
- Hosted city wide CPR class to certify all employees CPR/First aid certification

# **Uniquely Bastrop**

- Maintained and enhanced positive working relationships with the Bastrop County Historical Museum and Visitor Center, Bastrop Opera House, Lost Pines Arts Center.
- Initiated multiyear digitization project of photos and uncatalogued documents in the local history collection to make these items accessible and searchable via the internet.
- Successfully partnered with community assets and businesses to provide entertaining and informative programs for adults.
- Provided programs, outreach activities, and special events, including the Holiday Open House and Summer Reading Program, which reached over 7,000 youth and adults.
- Successful Table on Main event, and Lost Pines Christmas.
- Successfully produced the 2nd Annual "Big Bang" Celebration
- Successfully produced the 1st Annual Mardi Gras Celebration
- Hosted annual Bastrop Fire Department water battle at Fishermans park to promote parks and the relationship between the community and first responders.

# **Unique Environment**

- Several Bird City activities.
- Received Tree City recognition.
- Added trees in Bob Bryant Park at no cost due to a partnership with Moon Valley Nurseries.
- Added additional steps to the development process to ensure that tree protection is a primary focus point when reviewing development applications.

# **FUND SUMMARIES**



This section represents all funds of the City of Bastrop. All revenue and expenditures are recognized in this section grouped by function and type.

### Summary

The City of Bastrop FY 2025 proposed budget is projecting \$73,116,234 of revenue, which represents an 1.8% decrease over the prior year. Budgeted expenditures are projected to decrease by 23.2% or \$28,592,333 to \$93,323,860. The excess expenditure over revenue is due to capital projects that are using available fund balance in bond funds.

BASTROPT2

							2223				
	GENERAL	DEBT	DEVELOPMENT HOTEL TAX	HOTEL TAX	SPECIAL	WATER/ WASTEWATER	RP&L IN	CAPITAL IMPROVEMENT	INTERNAL DE	ECONOMIC DEVELOPMENT	TOTAL ALL
	FUND		SERVICES	FUND		FUNDS			ę		FUNDS
BEGINNING FUND BALANCES	S 6,391,645	\$ 738,575	S 1,633,463	\$ 3,215,375 \$	6,786,896	\$ 4,895,267 \$	\$ 5,012,689 \$	24,066,879 S	5,116,428 S	9,693,999 S	67,551,216
REVENUES:											
AD VALOREM TAXES	5,526,880	3,562,085						,			9,088,965
SALES TAXES	9,050,000							2,800,000		1,114,522	12,964,522
FRANCHISE & OTHER TAXES	623,000			3,500,000	598,779						4,721,779
LICENSES & PERMITS	3,200		1,930,000								1,933,200
CHARGES FOR SERVICES	1,024,500			301,000	3,478,297	9,478,000	9,314,000	,	1,378,311		24,974,108
FINES & FORFEITURES	350,600				19,000			,			369,600
INTEREST	315,000	75,000		115,000	171,500	290,960	200,000	497,500	105,000	250,000	2,019,960
INTERGOVERNMENTAL	52,700			65,000	3,000			839,557			960,257
OTHER	41,500				45,710			65,365		38,050	190,625
TOTAL REVENUES	16,987,380	3,637,085	1,930,000	3,981,000	4,316,286	9,768,960	9,514,000	4,202,422	1,483,311	1,402,572	57,223,016
OTHER SOURCES											
Other Financing Sources	32,000	275,227						,			307,227
Interfund Transfers	754,000	592,900		,	650,000	6,617,000		,	712,000		9,325,900
TOTAL REVENUE & OTHER SOURCES	17,773,380	4,505,212	1,930,000	3,981,000	4,966,286	16,385,960	9,514,000	4,202,422	2,195,311	1,402,572	66,856,143
TOTAL AVAILABLE RESOURCES	\$ 24,165,025	\$ 5,243,787	\$ 3,563,463	\$ 7,196,375 \$	11,753,182	\$ 21,281,227 \$	\$ 14,526,689 \$	28,269,301 \$	7,311,739 \$	11,096,571 S	\$ 134,407,359
EXPENDITURES:											
GENERAL GOVERNMENT	6,278,935				34,000			701,740	424,137		7,438,812
PUBLIC SAFETY	7,706,902				200,000			,			7,906,902
DEVELOPMENT SERVICES	,		1,843,105		,	,		,	27,804		1,870,909
COMMUNITY SERVICES	3,394,219			,	183,688			,			3,577,907
UTILITIES					10,000	5,798,446	8,186,140	,			13,994,586
DEBT SERVICE		4,505,212				10,217,959	169,672			275,227	15,168,070
ECONOMIC DEVELOPMENT				3,421,517	489,975			,		1,742,055	5,653,547
CAPITAL OUTLAY					1,650,000	160,000	225,000	24,195,928	2,453,427	200,000	28,884,355
TOTAL EXPENDITURES	17,380,056	4,505,212	1,843,105	3,421,517	2,567,663	16,176,405	8,580,812	24,897,668	2,905,368	2,217,282	84,495,088
OTHER USES											
Interfund Transfers	721,000			517,600	2,774,900		600,000				4,613,499
TOTAL EXPENDITURE & OTHER USES	18,101,056	4,505,212	1,843,105	3,939,117	5,342,563	16,176,405	9,180,812	24,897,668	2,905,368	2,217,282	89,108,587
ENDING FUND BALANCES	S 6,063,969	\$ 738,575	S 1,720,358	\$ 3,257,258 \$	6,410,619	\$ 5,104,822 \$	\$ 5,345,877 \$	3,371,633 S	4,406,371 S	8,879,289 S	45,298,772

# ALL FUND SUMMARY FY 2025

# **Revenue by Fund**

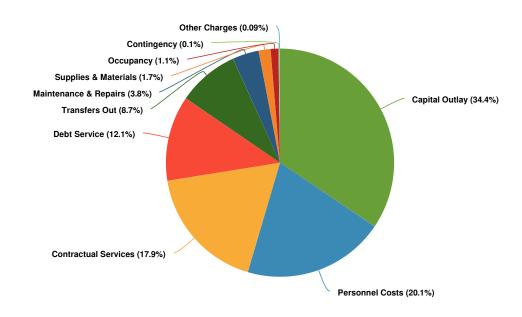
Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
General Fund	\$16,847,515	\$16,808,664	\$17,773,380	5.7%
General Fund - One Time	\$382,395	\$88,500	\$8,000	-91%
Fairview Cemetery - Perm	\$23,500	\$35,000	\$37,000	5.7%
Vehicle/Equip Rplc Fund	\$1,435,490	\$1,811,584	\$2,195,311	21.2%
Designated Funds	\$63,200	\$85,110	\$92,210	8.3%
Development Services	\$0	\$2,476,000	\$1,930,000	-22.1%
Library Board Fund	\$20,750	\$21,000	\$21,000	0%
Fairview Cemetery - Oper	\$161,200	\$163,400	\$815,800	399.3%
Hunters Crossing Pid	\$575,879	\$581,279	\$581,279	0%
Hotel/Motel Tax Fund	\$3,131,554	\$4,441,540	\$3,958,000	-10.9%
Water/Wastewater Fund	\$7,927,692	\$8,922,540	\$9,628,000	7.9%
C.I.PW/WW Utility Proj	\$885,100	\$742,000	\$140,000	-81.1%
Impact Fee Fund	\$3,330,450	\$4,848,640	\$3,415,997	-29.5%
Bastrop Power & Light	\$7,809,241	\$8,872,870	\$9,484,000	6.9%
Park Dedication	\$1,465	\$1,865	\$1,865	0%
Street Maintenance Fund	\$803,500	\$810,000	\$3,039,000	275.2%
Grants	\$4,665,330	\$3,865,330	\$6,667,945	72.5%
2018 Co Bond Fund	\$2,000	\$2,000	\$2,000	0%
CIP General Gov't Projects	\$3,052,000	\$4,792,000	\$841,057	-82.4%
CO, Series 2021	\$35,000	\$10,000	\$100,000	900%
Limited Tax Note, Series 2021	\$500	\$500	\$500	0%
American Rescue Plan	\$3,000	\$35,000	\$65,000	85.7%
CO, Series 2022	\$0	\$20,000	\$20,000	0%
CO, Series 2023 (GF)	\$0	\$50,000	\$200,000	300%
CO, Series 2023 (UTIL)	\$0	\$100,000	\$0	-100%
General Fund-Debt Service	\$3,870,175	\$4,333,468	\$4,529,812	4.5%
W/WW Debt Service Fund	\$3,665,227	\$5,826,460	\$6,617,960	13.6%
Bastrop E.D.C. Fund	\$4,213,909	\$4,746,140	\$1,402,572	-70.4%
Total:	\$62,906,072	\$74,490,890	\$73,567,688	<b>-1.2</b> %

# **Expenditures by Fund**

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
General Fund	\$18,441,228	\$17,690,470	\$18,275,103	3.3%
General Fund - One Time	\$456,200	\$255,500	\$131,000	-48.7%
Vehicle/Equip Rplc Fund	\$918,623	\$1,804,068	\$2,905,368	61%
Designated Funds	\$323,780	\$398,800	\$234,800	-41.1%
Development Services	\$0	\$1,699,988	\$1,848,655	8.7%
Library Board Fund	\$49,000	\$17,500	\$18,800	7.4%
Fairview Cemetery - Oper	\$217,901	\$249,243	\$815,567	227.2%
Hunters Crossing Pid	\$552,405	\$559,019	\$559,019	0%
Hotel/Motel Tax Fund	\$3,899,827	\$4,258,786	\$4,040,117	-5.1%
Water/Wastewater Fund	\$8,592,325	\$9,573,234	\$9,617,899	0.5%
C.I.PW/WW Utility Proj	\$1,252,500	\$877,000	\$140,000	-84%
Impact Fee Fund	\$5,884,300	\$6,125,501	\$3,707,000	-39.5%
Bastrop Power & Light	\$8,175,435	\$8,945,474	\$9,348,350	4.5%
Street Maintenance Fund	\$807,927	\$921,483	\$3,039,000	229.8%
Grants	\$4,665,330	\$3,865,330	\$6,667,944	72.5%
2018 Co Bond Fund	\$461,631	\$470,801	\$494,000	4.9%
CIP General Gov't Projects	\$3,152,000	\$5,265,240	\$839,557	-84.1%
CO, Series 2021	\$20,450,575	\$385,567	\$1,264,772	228%
Limited Tax Note, Series 2021	\$149,948	\$50,314	\$32,500	-35.4%
American Rescue Plan	\$2,156,205	\$2,388,071	\$2,433,071	1.9%
CO, Series 2022	\$3,599,999	\$2,079,371	\$2,241,950	7.8%
CO, Series 2023 (GF)	\$0	\$13,125,000	\$13,500,000	2.9%
CO, Series 2023 (UTIL)		\$18,300,000		N/A
General Fund-Debt Service	\$3,850,699	\$4,746,311	\$4,529,812	-4.6%
W/WW Debt Service Fund	\$3,823,204	\$7,070,185	\$6,617,959	-6.4%
Bastrop E.D.C. Fund	\$9,409,248	\$10,350,970	\$2,336,916	-77.4%
Total:	\$101,290,289	\$121,473,225	\$95,639,158	-21.3%

# **Expenditures by Expense Type**

#### **Budgeted Expenditures by Expense Type**



Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects				
Personnel Costs	\$16,464,075	\$17,266,105	\$19,254,151	11.5%
Supplies & Materials	\$1,222,859	\$1,316,011	\$1,593,516	21.1%
Maintenance & Repairs	\$2,092,031	\$2,218,549	\$3,597,097	62.1%
Occupancy	\$844,953	\$1,062,125	\$1,083,157	2%
Contractual Services	\$17,687,305	\$20,766,783	\$17,112,994	-17.6%
Other Charges	\$766,464	\$518,497	\$83,274	-83.9%
Contingency	\$266,258	\$131,500	\$101,500	-22.8%
Capital Outlay	\$45,753,988	\$56,514,437	\$32,930,606	-41.7%
Debt Service	\$8,110,737	\$12,259,317	\$11,559,362	-5.7%
Transfers Out	\$8,081,618	\$9,419,901	\$8,323,500	-11.6%
Total Expense Objects:	\$101,290,289	\$121,473,225	\$95,639,158	-21.3%



The General Fund is the City's primary operating fund. It is utilized to account for all financial resources, except those required to be accounted for in other funds. Primary sources of revenue for this fund include taxes, permits, fines, and fees.

Departments appropriated in the General Fund include City Council, Organizational, City Manager, City Secretary, Finance, Human Resources, Information Technology, Community Engagement, Police, Fire, Municipal Court, Engineering, Public Works, and Library.

### Summary

The General Fund Summary section includes revenue summary information, expenditure summary information, and departmental detail information for the FY 2025 proposed budget, while providing a comparison to FY 2024 year-end budget projections. Additional details are reported within the departmental pages.

The City of Bastrop is proposing \$17,755,380 of revenue in FY 2025, which represents a 4.2% increase over the FY 2024 projected amount of \$16,987,032. Budgeted operating expenditures (before transfers for one-time expenditures) are proposed to increase by 13.3% to \$17,320,834 in FY 2025. This will leave a positive 477,316 excess recurring revenue over recurring operating expenses available to appropriate. The total of transfers out for one-time expenses is \$620,000.

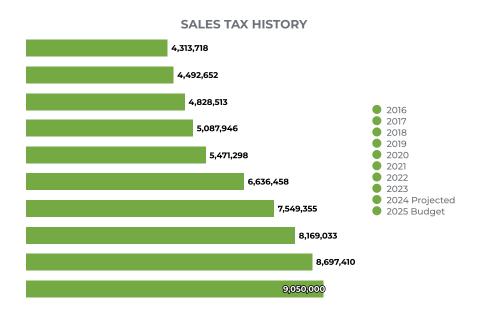
The Financial Management Policy states that the General Fund must maintain, at a minimum, 25% of Operating Expenditures in Fund Balance reserves. Based on the ending Fund Balances represented below, the General Fund will have 30.1% reserve at the end of FY 2025. The 1.5% decrease in the fund balance from FY 2024 projected to FY 2025 ending, comes from the use of excess fund balance for one-time capital projects and vehicle and equipment replacements. The excess fund balance has been increasing due to the additional sales tax revenue the city has been receiving over budgeted amounts. The available fund balance over the 25% policy reserve is \$732,240.

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	\$8,058,753	\$7,184,754	\$6,961,813
Revenues	\$16,847,515	\$16,808,664	\$17,773,380
Expenditures			
General Government	\$9,447,440	\$8,041,536	\$6,057,711
Public Safety	\$5,783,058	\$6,555,826	\$8,272,435
Community Services	\$2,897,819	\$2,844,294	\$3,403,040
Development Services	\$312,911	\$248,814	\$541,917
Total Expenditures:	\$18,441,228	\$17,690,470	\$18,275,103
Total Revenues Less Expenditures:	-\$1,593,713	-\$881,806	-\$501,723
Ending Fund Balance:	\$6,465,040	\$6,302,948	\$6,460,090

## **General Fund Comprehensive Summary**

### **Sales Tax**

The largest General Fund revenue source is Sales Tax, which totals 51% of General Fund Revenue. Sales tax revenue has experienced steady growth over the last 12 years. This growth continued even through the COVID-19 pandemic. The FY 2025 budget is conservative. The projections show it to exceed the FY 2024 budget by \$307,770 or 3.5%. The FY 2025 budget is being set at 3.5% over the FY 2024 projections, at \$9,050,000. Based on the trends, this is a comfortable projection.



# Ad Valorem Taxes

Ad Valorem Taxes is the second largest General Fund revenue source, which is split between the General Fund (Maintenance & Operations tax rate), and Debt Service (Interest & Sinking tax rate). Ad Valorem M&O Taxes total 31% of General Fund Revenue. Property values for the City of Bastrop are certified by the Bastrop County Appraisal District. **Properties for FY 2025 (tax year 2024) show net taxable value of \$1,658,787,901 which is a 4.1% increase over the FY 2024 taxable value used to establish the budget.** This increase includes \$63M from new properties added to the tax roll. Property values will generate \$5,466,880 in General Fund budgeted revenue, which is \$260,865 over the FY 2024 budget.

Property Tax Calco	ulation
	FY25
	Tax Year 2024
Tax Roll:	
Net Taxable Value (75% for ARB)	1,658,787,901
Rate per \$100	0.004994
Tax Levy Freeze Adjusted	8,283,986.78
Tax Levy Frozen (Disabled/Over 65)	811,453.23
Total Tax Levy	9,095,440.01
Percent of Collections	99.0%
SUMMARY OF TAX COLLECTIONS	
Current Tax	8,201,146.91
Revenue from Tax Freeze Property	803,338.70
Delinguent Tax	
Penalty and Interest	
TOTAL TAX COLLECTIONS	9,004,485.61

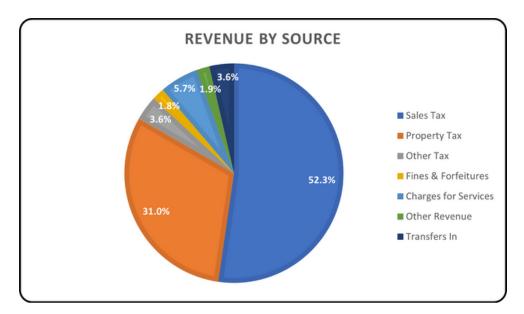
Property T	ax Distributio	ns	
	TAX RATE	PERCENT OF TOTAL	TAX REVENUE
GENERAL FUND:			
Current Tax	\$ 0.3032		4,979,150.47
Revenue from Tax Freeze Property			487,729.86
Delinquent Tax			25,000.00
Penalty and Interest			35,000.00
Total General Fund	\$ 0.3032	60.71%	5,526,880.33
DEBT SERVICE FUND			
Current Tax	\$ 0.1962		3,221,996.44
Revenue from Tax Freeze Property			315,608.84
Delinquent Tax			
Penalty and Interest			12,000.00
Total Debt Service	\$ 0.1962	39.29%	3,549,605.28
DISTRIBUTION	\$ 0.4994	100.00%	9,076,485.61

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# **Charges for Services**

The Solid Waste contract revenue (Sanitation Revenue) makes up 89% of this category. This is the residential billing for garbage, bulk, and recycling services that is facilitated by the Finance Department. This revenue is increasing by 4.6% from FY 2024 budgeted. The City went out for bid for sanitation services for FY 2025. There will not be a rate increase for the new fiscal year. The contractor is allowed by contract to request a rate increase each year up to 5% based on certain CPI calculations in the subsequent years. We do anticipate adding an additional 150 homes.

The second largest revenue in this category is the Recreation Fee. This revenue is based on an average of 167 members. The average takes into account the seasonal increases that are experienced in this program. There are minor rate changes proposed.



### **Revenue by Source Chart**

# **General Fund Revenue**

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source				
Taxes & Penalties				
CURRENT TAXES M AND O	\$4,784,761	\$5,206,015	\$5,466,880	5%
DELINQUENT TAXES M AND O	\$33,500	\$33,500	\$25,000	-25.4%
PENALTIES AND INTEREST M AND O	\$30,000	\$30,000	\$35,000	16.7%
FRANCHISE TAX	\$458,000	\$482,000	\$510,000	5.8%
CITY SALES TAX	\$7,750,000	\$8,748,230	\$9,050,000	3.4%
OCCUPATION TAX	\$5,000	\$6,965	\$5,000	-28.2%
MIXED BEVERAGE TAX	\$92,400	\$111,600	\$108,000	-3.2%
Total Taxes & Penalties:	\$13,153,661	\$14,618,310	\$15,199,880	49
Fines & Forfeitures				
MUNICIPAL COURT FINES	\$265,000	\$287,300	\$340,000	18.3%
LIBRARY RECEIPTS	\$13,500	\$11,000	\$11,000	0%
JUVENILE CASE MANAGER-M/C	\$6,500	\$6,500	\$10,000	53.8%
TEEN COURT (MC)	\$0	\$0	\$600	N/A
Total Fines & Forfeitures:	\$285,000	\$304,800	\$361,600	18.6%
Licenses & Permits				
INSPECTION FEES	\$400,000	\$0		N/A
FIRE INSPECTION FEES	\$6,000	\$0		N/A
DEVELOPMENT AGREEMENTS	\$50,000	\$0		N/A
PUBLIC IMPROVEMENT FEES	\$350,000	\$0		N//
SITE DEVELOPMENT PLANNING	\$35,000	\$0		N//
FIRE REVIEW FEE	\$15,000	\$0		N/A
BUILDING PERMITS-RESID	\$650,000	\$0		N/A
BUILDING PERMITS	\$100,000	\$0		N/A
ZONING FEES	\$15,000	\$0		N/A
PLATTING FEES	\$150,000	\$0		N/A
SPECIAL EVENT PERMIT FEE	\$2,000	\$2,000	\$3,000	50%
Total Licenses & Permits:	\$1,773,000	\$2,000	\$3,000	50%
Charges for Services				
ANIMAL SERVICE RECEIPTS	\$150	\$150	\$200	33.39
REC CENTER FEES	\$58,000	\$65,000	\$75,000	15.49
PARK RENTALS AND FEES	\$5,100	\$5,100	\$15,000	194.19
PD ACCIDENT REPORTS	\$4,500	\$4,500	\$1,500	-66.79
SPECIAL EVENTS HOT REIMB	\$10,000	\$0		N/4
	\$30,000	\$25,000	\$25,000	09
SANITATION REVENUE	\$750,000	\$850,000	\$890,000	4.79
SANITATION PENALTIES	\$7,800	\$8,500	\$8,500	09
Total Charges for Services:	\$865,550	\$958,250	\$1,015,200	5.9%

N			EV2025 Duding 1	
Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted <del>Vs.</del> FY2025 Budgeted (% Change)
Intergovernmental				
LIBRARY ERATE FUNDING	\$9,926	\$9,926	\$7,700	-22.4%
ADMIN SERVICES DMO	\$2,378	\$2,378	\$15,000	530.8%
BEDC ADMIN SUPPORT REIMB	\$30,000	\$30,000	\$30,000	0%
Total Intergovernmental:	\$42,304	\$42,304	\$52,700	<b>24.6</b> %
Miscellaneous				
GENERAL DONATIONS	\$0	\$0	\$32,000	N/A
MISCELLANEOUS	\$35,000	\$35,000	\$40,000	14.3%
Total Miscellaneous:	\$35,000	\$35,000	\$72,000	105.7%
Transfers In				
TRANSFERS IN - ELECTRIC FUND	\$650,000	\$600,000	\$650,000	8.3%
TRANSFER IN -LIBRARY BOARD 505	\$3,000	\$3,000	\$4,000	33.3%
TRANSFERS IN - DEV SERVICES			\$100,000	N/A
Total Transfers In:	\$653,000	\$603,000	\$754,000	25%
Interest Income				
INTEREST RECEIPTS	\$40,000	\$245,000	\$315,000	28.6%
Total Interest Income:	\$40,000	\$245,000	\$315,000	28.6%
Total Revenue Source:	\$16,847,515	\$16,808,664	\$17,773,380	<b>5.7</b> %

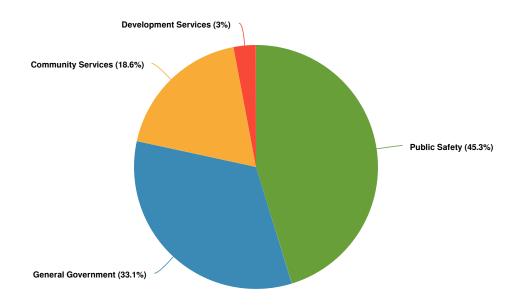
# **Expenditures by Function**

The *General Government* category is made up of the following departments: City Council, Organizational, City Manager, City Secretary, Finance, Human Resources, Information Technology, and Fleet and Facilities.

The **Public Safety** category is made up of Police, Fire, and Municipal Court.

The **Development Services** category includes Engineering.

*Community Services* is made up of the following departments: Community Engagement, Parks, and Library.



### **Budgeted Expenditures by Function**

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expenditures				
General Government				
City Council	\$46,803	\$46,803	\$44,578	-4.8%
Organizational	\$3,073,559	\$1,216,269	-\$28,184	-102.3%
City Manager	\$745,245	\$657,348	\$772,496	17.5%
City Secretary	\$319,915	\$316,594	\$314,113	-0.8%
Finance	\$1,784,049	\$1,932,613	\$2,116,855	9.5%
Human Resources	\$285,164	\$409,831	\$459,993	12.2%
Information Technology	\$588,628	\$722,042	\$1,014,178	40.5%
Public Works	\$2,604,077	\$2,740,036	\$0	-100%
Fleet & Facilities	\$0	\$0	\$1,363,682	N/A

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted <del>vs</del> FY2025 Budgeted (१ Change
Total General Government:	\$9,447,440	\$8,041,536	\$6,057,711	<b>-24.7</b> %
Public Safety				
Fire	\$1,362,012	\$1,685,059	\$1,790,387	6.3%
Police	\$4,024,885	\$4,491,359	\$5,952,760	32.5%
Municipal Court	\$396,162	\$379,408	\$529,288	39.5%
Total Public Safety:	\$5,783,058	\$6,555,826	\$8,272,435	<b>26.2</b> 9
Community Services				
Parks	\$917,780	\$934,486	\$0	-1009
Library	\$814,525	\$884,571	\$968,532	9.5%
Community Engagement	\$1,165,514	\$1,025,237	\$687,394	-339
Parks & Rec	\$0	\$0	\$1,747,114	N/A
Total Community Services:	\$2,897,819	\$2,844,294	\$3,403,040	19.69
Development Services				
Engineering & Development	\$312,911	\$248,814	\$541,917	117.89
Total Development Services:	\$312,911	\$248,814	\$541,917	<b>117.8</b> %
Total Expenditures:	\$18,441,228	\$17,690,470	\$18,275,103	3.3%

### **Personnel Costs**

The Human Resources Department calculates personnel costs, including any increases in compensation rates. Since the City is a service organization, personnel costs are the single largest expenditure category for the General Fund, representing 67.4% and includes the costs related to salaries, taxes, insurance, and retirement benefits. The FY 2025 budget includes a 3.3% Cost of Living Adjustment (COLA) and a 2.5% merit (STEP) increase in wages at the employee's anniversary, after a successful review. The Personnel Changes section of this budget explains the staff changes and new positions within the General Fund. There is a total increase of two (2) FTE's. The city's contribution to the retirement program was increased by 8% to reach the employer contribution rate to be able to change the City's plan from a 6% to 7% city effective January 1, 2024 with City Council approval. In FY 2025 the City is budgeting retirement costs to reduce the retirement years of service from 25 years to 20 years.

#### **Supplies and Materials**

These object classifications are expendable materials and operating supplies necessary to conduct departmental activities. This category includes the computer replacements, software costs, and other office equipment items This category represents 4.3% of the budget.

### **Maintenance and Repairs**

These object classifications are for expendable upkeep of physical properties which is used in carrying out operations and include building maintenance, vehicle repair, and computer and equipment repair. It also includes the maintenance paid for software utilized in the course of business. This category slightly decreased from FY 2024.

#### Occupancy

These object classifications are for the utilities and related expenses required to maintain a building, such as electricity, water, telephone, gas, and communications. This category represents 2.2% of the budget and remains static.

#### **Contractual Services**

These object classifications include services rendered to city activities by private firms or other outside agencies. Some of the largest contracts in this budget are for solid waste, police and fire dispatch, city engineering, building inspections, vehicle and equipment replacement lease payments, legal services, property and liability insurance, and the annual financial audit. The FY 2025 budget increase in this category included an increase in property insurance, additional lease payments to the Vehicle & Equipment Replacement Fund, and additional professional services for unforeseen projects. This category increased only slightly and represents 19.9% of the budget.

#### **Other Charges**

These object classifications are expenditures that do not apply to other expenditure classifications and include travel and training, membership dues, equipment rental, prisoner housing, 380 agreement reimbursements, administrative support allocation, election services, and historical structure refund. This list is not exclusive. There are currently no 380 agreements being budgeted.

**Administrative Support Allocation** 

#### Item 9B.

This allocation represents a percentage allocation for administrative services from the Water/Wastewater (W/WW), BP&L, Street Maintannce, Development Services and Hotel Occupancy Tax Funds. The departments providing support include City Council, Organizational, City Secretary, City Manager, Finance, Utility Customer Service, Human Resources, Information Technology, Community Engagement, and Public Works. This percentage is based on various factors including number of employees, amount of debt, etc. This allocation increased in the FY 2025 budget for several factors. In this budget, all positions being funded by Hotel Tax funds have been moved back to that budget and we have significantly reduced the administrative allocation from the Hotel Occupancy Tax fund to the General Fund. The overall allocation increased 13% due to the addition of 2 new departments allocating funds to the general fund.

#### Contingency

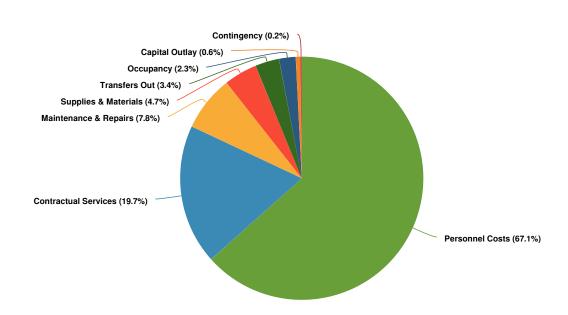
The Contingency category is funding for any unforeseen expenditures that may occur during the fiscal year. The Financial Management Policy states a minimum of \$35,000 must be appropriated in the budget. Expenses are not charged to this account directly; the budget is moved to the appropriate account for the expenditure.

#### **Capital Outlay**

Capital Outlay expenditures have a useful life longer than a year and have a value of over \$5,000. This budget does not include any items in this category within the General Fund. These items are funded out of the General Fund one-time fund and the General Fund CIP fund.

### **Transfers Out**

Transfers Out reflect a transfer from the General Fund to another fund within the City's operating and capital budgets. In FY 2025, there were transfers to the Vehicle/Equipment Replacement Fund (\$620,000), General Fund CIP (\$0), Street Maintenance Fund (\$0), Cemetery fund (\$0), and General Fund One-Time Project Fund (\$0).



#### **Budgeted Expenditures by Expense Type**

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects				

# Item 9B.

				Ite
Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Personnel Costs	\$12,336,310	\$11,401,835	\$12,259,605	7.5%
Supplies & Materials	\$712,929	\$758,061	\$853,791	12.6%
Maintenance & Repairs	\$825,166	\$796,900	\$1,426,933	79.1%
Occupancy	\$380,653	\$390,529	\$426,536	9.2%
Contractual Services	\$3,094,572	\$3,410,207	\$3,602,382	5.6%
Other Charges	-\$994,421	-\$835,563	-\$1,067,144	27.7%
Contingency	\$35,000	\$35,000	\$35,000	0%
Capital Outlay	\$0	\$0	\$118,000	N/A
Transfers Out	\$2,051,018	\$1,733,500	\$620,000	-64.2%
Total Expense Objects:	\$18,441,228	\$17,690,470	\$18,275,103	3.3%



The General Fund (One-time expenses) is funded from excess fund balance from the General Fund and BEDC for special projects, representing one-time sources of revenue used to increase the efficiency and effectiveness of operations.

### **Summary**

The General Fund is transferring from excess Fund Balance over the 25% policy reserve amount to fund several one-time projects listed below in the expenditure section.

# **General Fund one-time Expenses Comprehensive Summary**

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	\$82,749	\$245,198	\$285,146
Revenues			
Transfers In	\$382,395	\$80,500	\$0
Interest Income	\$0	\$8,000	\$8,000
Total Revenues:	\$382,395	\$88,500	\$8,000
Expenditures			
Supplies & Materials	\$81,200	\$80,500	\$6,000
Maintenance & Repairs	\$30,000	\$30,000	\$0
Contractual Services	\$255,000	\$145,000	\$45,000
Capital Outlay	\$90,000	\$0	\$80,000
Total Expenditures:	\$456,200	\$255,500	\$131,000
Total Revenues Less Expenditures:	-\$73,805	-\$167,000	-\$123,000
Ending Fund Balance:	\$8,944	\$78,198	\$162,146

### **Expenditures by Expense Type**

The one-time requests are listed below by department. These are all General Fund expenses.

Description	Department	Amount
Suitcase weights/Rock Screen - mowing equipment	Parks	\$6,000
Riverfront Park Playground Equipment	Parks	\$20,000
Riverfront Park Overlook Dock Repair	Parks	\$60,000
Annexation Plan (carryover FY23)	Dev Services	<u>\$45,000</u>
	TOTAL	\$131,000

#### Why?

To provide safe, reliable electric service to the citizens of Bastrop, Texas in a cost-effective, efficient manner through careful maintenance, and thoughtful capital improvements to the system.

#### **Fund Description**

Bastrop Power & Light (BP&L) Fund is utilized to account for the financial activities related to the provision of electricity services to residents in the BP&L service territory. BP&L is responsible for the City's 7200-volt electric distribution system. There are 40.5 miles of overhead electrical lines and 7.1 miles of underground electrical lines, which provide services to approximately 2,922 customers. The Lower Colorado River Authority (LCRA) generates the electricity purchased by BP&L, acts as the liaison to the Electric Reliability Council of Texas (ERCOT) on behalf of BP&L and provides engineering studies and infrared and visual inspections that help pinpoint required system maintenance. LCRA also provides mutual assistance during disasters, providing personnel and equipment when needed.

### Summary

The City of Bastrop is projecting \$9,484,000 of revenue in FY 2025, which represents a 6.9% increase over the prior year's budget. Budgeted expenditures are projected to increase by 2.3% or \$205,451 to \$9,105,925 in FY2025.

The Financial Management Policy states that the General Fund must maintain, at a minimum, 35% of Operating Expenditures in Fund Balance reserves. Based on the ending Fund Balances represented below, this fund will have a 49% reserve at the end of FY 2025. The 7% increase in the fund balance from FY 2024 projected to FY 2025 ending, comes from excess revenues over expenditures.

### **Bastrop Power & Light Comprehensive Summary**

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	\$4,175,419	\$4,246,430	N/A
Revenues	\$7,809,241	\$8,872,870	\$9,484,000
Expenditures	\$8,175,435	\$8,945,474	\$9,348,350
Total Revenues Less Expenditures:	-\$366,194	-\$72,604	\$135,650
Ending Fund Balance:	\$3,809,225	\$4,173,826	N/A

### **Revenue Summary**

The total budgeted revenue for FY 2025 is an increase of 6.8% from FY 2024 budgeted. The revenue projections are conservative and reflect an increase in the LCRA pass through rate. The increase is also due to some development in the BP&L service area.

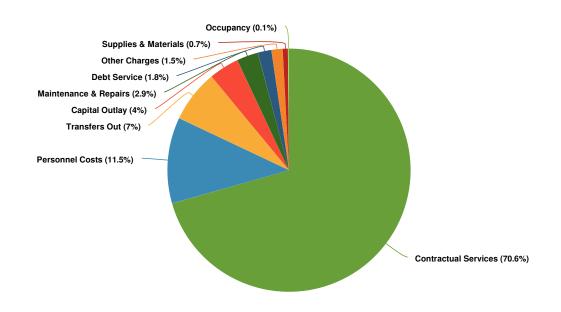
Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Bastrop Power & Light				
Electric Revenues	\$7,779,241	\$8,742,870	\$9,284,000	6.2%
Interest Income	\$30,000	\$130,000	\$200,000	53.8%



					Item 9B.
Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted FY2025 Budgeted Chang	(%
Total Bastrop Power & Light:	\$7,809,241	\$8,872,870	\$9,484,000	6.	<mark>9%</mark>

## **Expenditures by Expense Type**

**Budgeted Expenditures by Expense Type** 



### Significant Base Budget changes for FY 2025

- The FY 2025 proposed budget includes a 5.8% wage adjustment. The Cost of Living Adjustment of 3.3% would be effective October 1st with the 2.5% merit (STEP) increase effective on the employment anniversary.
- The Maintenance and Repairs category increased due to inflation of costs to maintain the electric system.
- The Contractual Services increased due to the increase in the pass-through rate from LCRA of approximately 8%.

#### System Study Improvements

In accordance with the Services Agreement between the LCRA and the City of BAstrop, an Electric System Study awas prepared to determine the adequacy of the existing distribution system, adn to identify those improvements necessary to maintain reliable electric service over a five year time frame (2020-2025). The study is based on a detailed analysis of the existing system as well as the future system needed to meet future load growth within the City.

The report includes an analysis of the system performance, recommended system improvements and schedules, as well as an estimate of system construction costs. The study serves as a guideline for scheduling implementation system construction projects and provide cost estimates for budgets and financial forecasts.

The Electric System Study (2020-2025) was completed in FY 2022. All of the projects recommended for implementation from this study were implemented by the end of FY 2024. Money has been budgeted in FY 2025 for a new five year study to be completed.

### **Line Extensions**

Line Extension revenue and expense can vary from year to year depending on development within the BPLservice area. There are several significant projects slated for FY 2025, so these accounts have been adjusted to reflect those.

### **Special Projects**

FY 2025 is slated for upgrading and adding additional street lighting to promote pedestrian safety, traffic safety, enhanced walkability, and an opportunity to address citizen concerns regarding the need for more lighting in residential neighborhoods. The FY 2025 budget includes a carryover amount to continue this project.

### **Transfers Out**

Transfers out include transfer to the Vehicle/Equipment and Replacement Fund (VERF) and the General Fund. The recommendation is not-to-exceed 11% of total current revenues transferred to the General Fund. This transfer is a flat amount to represent an in lieu of taxes amount, which can also be communicated as a return on investment amount. The General Fund transfer was increased back up to \$650K from \$600K. The transfer to VERF is to set funds aside for future vehicle and equipment replacements not yet in the VERF fund. BP&L is close to having all of its fleet and heavy equipment 100% in the VERF.

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects				
Personnel Costs	\$1,097,248	\$1,001,668	\$1,070,570	6.9%
Supplies & Materials	\$52,700	\$49,800	\$65,675	31.9%
Maintenance & Repairs	\$234,500	\$267,000	\$267,000	0%
Occupancy	\$11,800	\$11,800	\$11,800	0%
Contractual Services	\$5,289,959	\$6,433,412	\$6,599,432	2.6%
Other Charges	\$46,000	\$39,200	\$139,200	255.1%
Contingency	\$159,758	\$0	\$0	0%
Capital Outlay	\$433,250	\$375,000	\$375,000	0%
Debt Service	\$165,220	\$167,594	\$169,673	1.2%
Transfers Out	\$685,000	\$600,000	\$650,000	8.3%
Total Expense Objects:	\$8,175,435	\$8,945,474	\$9,348,350	<b>4.5</b> %



The Water and Wastewater enterprise is complex and made up of numerous funds. The main fund is the Water and Wastewater Operating Fund. This is where the operational revenues and expenditures are tracked. There is a Capital Improvement Fund, a Debt Service Fund, and an Impact Fee Fund (all shown separately).

### Summary

The City of Bastrop is projecting \$9,628,000 of revenue in FY 2025, which represents a 7.9% increase over the prior year's budget. Budgeted expenditures are projected to increase by less than a half of percent or \$47,333 to \$9,612,280 in FY 2025.

The Financial Management Policy states that the General Fund must maintain, at a minimum, 24% of Operating Expenditures in Fund Balance reserves. Based on the ending Fund Balances represented below, this fund will have a 24% reserve at the end of FY 2025. This fund is being stressed currently with significant capital improvement projects. The fiscal forecast does show this ending reserve trending up in future years. This is something we will monitor closely.

### Water & Wastewater Operating Fund Comprehensive Summary

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	\$3,256,104	\$3,218,562	N/A
Revenues	\$7,927,692	\$8,922,540	\$9,628,000
Expenditures	\$8,592,325	\$9,573,234	\$9,617,899
Total Revenues Less Expenditures:	-\$664,633	-\$650,694	\$10,101
Ending Fund Balance:	\$2,591,471	\$2,567,868	N/A

# **Revenue by Fund**

This fund generates the majority of its revenue through rates approved by the City Council. The rates are from a water and wastewater base fee along with consumption and service fees. There are a few wastewater wholesale customers with more anticipated in the future. West Bastrop Village has entered into a Wholesale Wastewater Agreement with the City of Bastrop. This subdivision started new home construction during FY 2022. The City will provide them with water through a Wholesale Water Agreement with Aqua Water Supply Corporation. There is the future Valverde subdivision that will also be served by the City's wastewater and a Wholesale Water Agreement with Aqua Water Supply Corporation. The revenue assumptions included in this budget are a 5% increase in the number of residential accounts serviced for water and wastewater, along with a correlating increase in consumption and 2.85% increase in commercial accounts.

#### RATES

The increases recommended in this budget are a **water rate** base fee increase of \$5.00 and increases on the base fee for 1.5" meters and above based on the chart below. This change was part of a phase-in plan that was recommended by the city's rate consultant to meet American Water Works Association meter equivalency standards by FY 2025.

#### **Demand Charge by Meter Size -**

#### Water

Meter Size	Current Rate	FY 2024	FY 2025
3/4"	27.72	32.72	32.72
ייך	47.13	54.53	54.53
1.5"	87.24	106.5	109.09
2"	136.01	168.59	174.5
3"	255.02	316.10	327.20
4"	379.24	503.96	545.33
6"	819.06	1,038.19	1,090.67

These rate increases will be brought to City Council by Ordinance at the end of September 2024. It will go into effect November 1, 2024 and will be applied to the November utility bills that are generated at the end of November 2023.

#### **Revenue by Fund**

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Water/Wastewater Fund				
Wastewater Revenue	\$4,100,839	\$4,318,740	\$4,763,000	10.3%
Water Revenue	\$3,796,520	\$4,489,300	\$4,715,000	5%
Miscellaneous	\$7,500	\$4,500	\$0	-100%
Interest Income	\$22,833	\$110,000	\$150,000	36.4%
Total Water/Wastewater Fund:	\$7,927,692	\$8,922,540	\$9,628,000	<b>7.9</b> %

# **Expenditures by Fund**

The individual department budgets can be found in the department budget pages. This is an overview of this fund at a summary level.

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Water/Wastewater Fund				
Personnel Costs	\$2,059,463	\$2,028,064	\$2,387,635	17.7%
Supplies & Materials	\$266,070	\$322,600	\$393,600	22%
Maintenance & Repairs	\$673,380	\$740,780	\$878,750	18.6%
Occupancy	\$340,300	\$537,900	\$554,700	3.1%
Contractual Services	\$1,521,372	\$1,520,620	\$1,595,944	5%
Other Charges	\$43,340	\$38,270	\$37,270	-2.6%
Contingency	\$10,000	\$10,000	\$10,000	0%
Transfers Out	\$3,678,400	\$4,375,000	\$3,760,000	-14.1%
Total Water/Wastewater Fund:	\$8,592,325	\$9,573,234	\$9,617,899	0.5%





The Hotel Tax Fund is utilized primarily to account for the receipt and expenditures of funds received by the City from the assessment of hotel occupancy tax. This fund contains the following divisions: Organizational Funding, Convention Center, Main Street Program, Cultural Arts Commission, and the Rodeo Arena.

### Summary

The City of Bastrop is projecting \$3,958,000 of revenue in FY 2025, which represents a 10.8% decrease over the prior year's budget. Budgeted expenditures are projected to decrease by \$243,074 to \$4,015,709 in FY 2025.

The Financial Management Policy states that the General Fund must maintain, at a minimum, 50% of Operating Expenditures in Fund Balance reserves. Based on the ending Fund Balances represented below, this fund will have a 98% reserve at the end of FY 2025. The fund balance from FY 2024 projected to FY 2025 ending will remain relatively static.

## **Hotel Occupancy Tax Fund Comprehensive Summary**

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	\$3,633,804	\$3,408,456	\$2,735,769
Revenues	\$3,131,554	\$4,441,540	\$3,958,000
Expenditures	\$3,899,827	\$4,258,786	\$4,040,117
Total Revenues Less Expenditures:	-\$768,273	\$182,754	-\$82,117
Ending Fund Balance:	\$2,865,531	\$3,591,210	\$2,653,652

# **Revenues by Source**

### **Revenue Assumptions**

The overall FY 2024 year-end projected revenue is down by 18.75% under the original adopted budget. An amendment was made to reduce the budgeted revenue in the middle of FY 2024. Revenue is budgeted to be \$3,958,000 for FY 2025, which is 8% or \$291,460 more than FY 2024 year-end budget projections.

Outlined below are explanations for two (2) major sources that make up 96% of the fund's revenue.

#### **Hotel Occupancy Tax**

Hotel Occupancy Tax is set at a rate of 13.5% in the City of Bastrop and its ETJ. Of the tax collected, 6% goes to the State, 7% goes to the City, and .5% goes to the County, if in the City's ETJ. Hotel Occupancy Tax is budgeted at \$3,500,000 which is 7% increase from the FY 2024 amended budget. With the tourism industry growing in Bastrop, the proposed revenue is in line with current projections.

#### **Charges for Services**

These fees represent revenues collected from Convention Center sponsored events, such as Farm Street Opry; Main Street sponsored events, such as Table on Main; Convention Center rentals, and catering services. The FY 2025 budgeted amount is \$301,000, which is approximately 2.5% or \$7,500 more than FY 2024 budget.

**Intergovernmental** - This category includes \$25,000 from the Bastrop Economic Development Corporation and \$11,000 from Visit Bastrop.

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source				
Taxes & Penalties	\$2,830,000	\$4,000,000	\$3,500,000	-12.5%
Licenses & Permits	\$2,000	\$2,000	\$2,000	0%
Charges for Services	\$218,000	\$293,500	\$301,000	2.6%
Intergovernmental	\$66,554	\$61,040	\$40,000	-34.5%
Interest Income	\$15,000	\$85,000	\$115,000	35.3%
Total Revenue Source:	\$3,131,554	\$4,441,540	\$3,958,000	-10.9%

# **Expenditures by Fund**

The individual department budgets can be found in the department budget pages. This is an overview of this fund at a summary level.

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Hotel/Motel Tax Fund			
Personnel Costs	\$0	\$448,586	\$586,655
Supplies & Materials	\$65,200	\$56,200	\$56,700
Maintenance & Repairs	\$51,450	\$51,450	\$54,500
Occupancy	\$51,200	\$51,296	\$51,296
Contractual Services	\$3,000,967	\$2,961,744	\$2,573,356
Other Charges	\$149,510	\$138,010	\$171,510
Contingency	\$33,500	\$33,500	\$28,500

# Item 9B.

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budget	tea
Capital Outlay	\$25,000	\$0		\$0
Transfers Out	\$523,000	\$518,000	\$517,6	500
Total Hotel/Motel Tax Fund:	\$3,899,827	\$4,258,786	\$4,040,	,117



To facilitate growth so that the community's development and future are sustainable.

# ltem 9B.

### Summary

This fund was new for FY 2024. This department was previously in the General Fund. It has been determined that this department and its related revenue be treated as a Special Revenue Fund. The beginning fund balance was estimated using the net of FY 2023 projected revenue over projected expenditures. The available fund balance in this fund will be used for the purposes of future development and/or additional expenditure needs within this fund. The budget is projecting \$1,930,000 of revenue in FY 2025, which represents a 22% decrease from the prior year. Budgeted expenditures are projected to increase by 7% or \$122,036K to \$1,822,024 in FY 2025.



## **Development Services Comprehensive Summary**

Name	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	\$1	\$877,117
Revenues	\$2,476,000	\$1,930,000
Expenditures	\$1,699,988	\$1,848,655
Total Revenues Less Expenditures:	\$776,012	\$81,345
Ending Fund Balance:	\$776,013	\$958,462

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# **Revenues by Source**

The proposed FY 2025 revenue is based on the a decreased level of development activity than we saw in FY 2023 based on trends in FY 2024. There are active developments including Pearl River, Valverde subdivision, Burleson Crossing East, and several smaller infill projects. The economy continues to be strong.

Name	FY2024 Budgeted	FY2025 Budgeted
Revenue Source		
Licenses & Permits		
INSPECTION FEES	\$400,000	\$400,000
FIRE INSPECTION FEES	\$6,000	\$10,000
DEVELOPMENT AGREEMENTS	\$50,000	\$50,000
PUBLIC IMPROVEMENT FEES	\$750,000	\$250,000
SITE DEVELOPMENT PLANNING	\$35,000	\$35,000
FIRE REVIEW FEE	\$15,000	\$15,000
BUILDING PERMITS-RESIDENTIAL	\$400,000	\$410,000
BUILDING PERMITS-COMMERCIAL	\$450,000	\$500,000
ZONING FEES	\$50,000	\$50,000
PLATTING FEES	\$200,000	\$75,000
TRADE PERMIT	\$120,000	\$135,000
Total Licenses & Permits:	\$2,476,000	\$1,930,000
Total Revenue Source:	\$2,476,000	\$1,930,000

# **Significant Base Budget Changes in FY 2025**

This department includes 3 divisions, Planning, Customer Service, and Building Inspections. Personnel costs decreased with a vacant position not being filled. The department currently has 14 positions. As you will see, the Contractual Service line has been increased significantly to include the cost of half of the assistant city manager and the department's portion of administrative costs. ThThe Budget Overview section includes a detail of all personnel changes.

# **Expenditures by Function**

Name	FY2024 Budgeted	FY2025 Budgeted
Expenditures		
Development Services		
Customer Service		
Personnel Costs	\$394,940	\$303,050
Supplies & Materials	\$7,000	\$11,500
Maintenance & Repairs	\$13,020	\$13,020
Occupancy	\$2,500	\$2,500
Contractual Services	\$700	\$215,755
Other Charges	\$8,500	\$37,000
Total Customer Service:	\$426,660	\$582,825
Building Inspection		
Personnel Costs	\$451,871	\$401,340
Supplies & Materials	\$7,050	\$19,000
Maintenance & Repairs	\$1,000	\$3,000
Occupancy	\$2,200	\$2,200
Contractual Services	\$86,207	\$123,610
Other Charges	\$14,000	\$54,150
Total Building Inspection:	\$562,328	\$603,300
Planning		
Personnel Costs	\$672,150	\$599,680
Supplies & Materials	\$5,000	\$11,000
Maintenance & Repairs	\$7,250	\$7,250
Occupancy	\$7,100	\$7,100
Contractual Services	\$9,500	\$20,000
Other Charges	\$10,000	\$17,500
Total Planning:	\$711,000	\$662,530
Total Development Services:	\$1,699,988	\$1,848,655
Total Expenditures:	\$1,699,988	\$1,848,655

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The Vehicle and Equipment Replacement Fund has been established to account for activities related to vehicle and equipment replacement services provided to other departments within the City on a costreimbursement basis.

### Summary

The City of Bastrop is budgeting for \$2,153,311 of revenue in FY 2025, which represents a 21% increase from the prior year. Budgeted expenditures are projected to increase by 61% or \$1,101,300 to \$2,905,368 in FY 2024.

# Vehicle and Equip Replacement Fund Comprehensive Summary

Name	FY2023 Budgeted	FY2024 Budgeted	FY25 Budget Book EWM (Vehicle/Equip Rplc Fund)
Beginning Fund Balance:	\$4,426,869	\$5,090,034	\$5,315,955
Revenues	\$1,435,490	\$1,811,584	\$2,195,311
Expenditures	\$918,623	\$1,804,068	\$2,905,368
Total Revenues Less Expenditures:	\$516,867	\$7,516	-\$710,057
Ending Fund Balance:	\$4,943,736	\$5,097,550	\$4,605,898

## **Revenues by Source**

The majority of the revenue in FY 2025 is coming from transfers into the fund from the General Fund and Water/Wastewater Fund. Since not all of the city's fleet and equipment are participating in the replacement fund, there must be up front capital used to make the initial purchase, then the department contribution will start annually to be available when the assets need replacing in the future.

Transfer In:

Fund	Amount
General Fund	\$620,000
WaterWastewater	\$50,000
TOTAL TRANSFER IN	\$670,000

Charges for Services represents the annual lease payments made from all departments for replacement of vehicles and equipment that were leased or purchased out of the Vehicle and Equipment Replacement Fund.

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source				
Charges for Services	\$666,867	\$851,584	\$1,378,311	61.9%
Transfers In	\$753,623	\$865,000	\$712,000	-17.7%
Interest Income	\$15,000	\$95,000	\$105,000	10.5%
Total Revenue Source:	\$1,435,490	\$1,811,584	\$2,195,311	21.2%

# **Expenditures by Expense Type**

The requests for new or replacement vehicles and equipment are identified in the table below, listed by department.

Description	Department	New/Rplc	Amount
Virtual Servers Host Replacement	Information Technology	R	\$166,087
Virtual Servers Storage Replacement	Information Technology	R	\$218,090
Truck - Crew Cab	Building Maintenance	Ν	\$49,020
Truck - Crew Cab	Building Maintenance	Ν	\$49,020
Truck - Crew Cab	Building Maintenance	Ν	\$53,930
10 Vehicles - Outfitted	Police	N/R	\$850,000
Stryker Lifepak	Fire	Ν	\$43,832
Stryker Lucas Device	Fire	Ν	\$20,914
Mower	Public Works-Parks	R	\$21,500
Utility Vehicle	Street Maintenance	Ν	22,617
Zero Turn Mower	Street Maintenance	R	\$21,417
Ashpalt Roller	Street Maintenance	Ν	\$60,555
Paving Machine	Street Maintenance	R	\$224,431
Backhoe	Street Maintenance	R	\$132,062
Patch Truck Dump Bed	Street Maintenance	Ν	\$18,845
Truck - 1/2 ton	W/WW	R	\$50,318
Truck- 1/2 ton	W/WW	R	\$50,318
Truck- 1/2 ton	W/WW	R	\$50,318
Dump Truck	W/WW	R	\$104,408
Mini Excavator	W/WW	Ν	\$81,250
Truck - 3/4 ton	BP&L	R	\$86,750
Truck - 3/4 ton	BP&L	R	\$86,750
		TOTAL	\$2,453,427

The contractual services represent the lease payments for leased vehicles. We are not adding any leased vehicles in FY 2025

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects				
Contractual Services				
LEASE PAYMENTS	\$200,000	\$435,068	\$451,941	3.9%
Total Contractual Services:	\$200,000	\$435,068	\$451,941	<b>3.9</b> %
Capital Outlay				
EQUIPMENT	\$183,623	\$230,000	\$1,104,927	380.4%
VEHICLE	\$535,000	\$1,139,000	\$1,348,500	18.4%
Total Capital Outlay:	\$718,623	\$1,369,000	\$2,453,427	<b>79.2</b> %
Total Expense Objects:	\$918,623	\$1,804,068	\$2,905,368	61%





The purpose of the Economic Development Corporation is to enhance the quality of life in the City of Bastrop, by providing appropriate infrastructure and by promoting and assisting the kind of economic development in our community which will provide the people of Bastrop meaningful and rewarding employment opportunities and greater access to desirable goods and services.

### Summary

The City of Bastrop is budgeting for \$1,402,572 of revenue in FY 2025, which represents a 70.4% decrease over the prior year budget. The sales tax allocation was decreased by 3/8 of 1 cent beginning April 2024 as voted on by the citizens. Budgeted expenditures are projected to decrease by 87% or \$9,014,333 to \$1,336,916 in FY 2025. There are projects that will be funded through prior year funds.

### Type B - Bastrop Economic Development Corp. Comprehensive Summary

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	\$7,573,896	\$9,504,234	\$9,882,141
Revenues	\$4,213,909	\$4,746,140	\$1,402,572
Expenditures	\$9,409,248	\$10,350,970	\$2,336,916
Total Revenues Less Expenditures:	-\$5,195,339	-\$5,604,830	-\$934,344
Ending Fund Balance:	\$2,378,557	\$3,899,404	\$8,947,797

## **Revenues by Source**

The City of Bastrop adopted and levied a one-half of one percent sales tax at an election held on January 21, 1995, for the purpose of Type B economic development. Sales tax revenue is 94% of the total revenue.

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source				
Taxes & Penalties	\$4,183,039	\$4,458,090	\$1,114,522	-75%
Charges for Services	\$15,870	\$18,050	\$18,050	0%
Miscellaneous	\$0	\$20,000	\$20,000	0%
Interest Income	\$15,000	\$250,000	\$250,000	0%
Total Revenue Source:	\$4,213,909	\$4,746,140	\$1,402,572	<b>-70.4</b> %

# **Expenditures by Expense Type**

The reduction in personnel costs is a reduction in staff. There will be 2 FTEs, an interim executive director, and a part time employee. The decrease in contractual service is due to a significant amount of projects being complete in FY2024. The remaining projects the EDC is funding are Blakey Lane extension and the sports complex study. The reduction in Capital Outlay is due to all projects being substantially complete in FY 2024 with no new projects planned for FY 2025.

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects				
Personnel Costs	\$905,739	\$799,383	\$306,454	-61.7%
Supplies & Materials	\$20,560	\$14,200	\$5,000	-64.8%
Maintenance & Repairs	\$16,000	\$16,000	\$12,000	-25%
Occupancy	\$58,400	\$56,200	\$13,675	-75.7%
Contractual Services	\$3,039,560	\$5,101,560	\$1,284,060	-74.8%
Other Charges	\$1,072,375	\$638,400	\$215,500	-66.2%
Contingency	\$25,000	\$50,000	\$25,000	-50%
Capital Outlay	\$4,000,000	\$3,400,000	\$200,000	-94.1%
Debt Service	\$271,614	\$275,227	\$275,227	0%
Total Expense Objects:	\$9,409,248	\$10,350,970	\$2,336,916	- <b>77.4</b> %

# **Contractual Services - City Projects Funded**

PROJECT	AMOUNT
Downtown Lighting Project (carryover)	\$60,000
Blakey Lane Extension (carryover)	\$771,725
TOTAL	\$4,772,000

These projects will be managed by City of Bastrop staff but funded by 4B sales tax from Bastrop Economic Development Corporation.

Item 9B.



This fund is used for the operations of the Fairview Cemetery. This fund retains 80% of fees associated with plot sales and the expenses associated with the perpetual care and upkeep of plots and graves in the cemetery.

### **Summary**

The City of Bastrop is budgeting for \$165,800 of revenue in FY 2025, which represents a 1.5% increase over the prior year. There will also be a transfer in of approximately \$650,000 from the general fund for the construction of the columbarum. This will be repaid to the general fund. Budgeted expenditures are projected to increase by 227% or \$566,327 to \$815,567 in FY 2025.

# **Fairview Cemetery Funds Comprehensive Summary**

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	\$116,148	\$87,724	\$60,505
Revenues	\$161,200	\$163,400	\$815,800
Expenditures	\$217,901	\$249,243	\$815,567
Total Revenues Less Expenditures:	-\$56,701	-\$85,843	\$233
Ending Fund Balance:	\$59,447	\$1,881	\$60,738

# **Revenue by Fund**

The \$83,600 in miscellaneous revenue is the fee for burial opening and closing. This is partially offset by a contracted service expense. This was a new service the city took over in FY 2023. Lot sales revenue was increased by 15.4% due to the expansion of the cemetery. The transfer from the General Fund is support for an the development of Block 9.

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Fairview Cemetery - Oper				
MISCELLANEOUS	\$76,000	\$53,200	\$83,600	57.1%
RECORDING FEES	\$1,200	\$1,200	\$1,200	0%
PERMIT FEES	\$3,000	\$2,500	\$2,500	0%
LOT SALES - OPERATING	\$80,000	\$65,000	\$75,000	15.4%
TRANS IN - GENERAL FUND		\$38,000	\$650,000	1,610.5%
INTEREST EARNED-OPERATING	\$1,000	\$3,500	\$3,500	0%
Total Fairview Cemetery - Oper:	\$161,200	\$163,400	\$815,800	<b>399.3</b> %

# **Expenditures by Expense Type**

The Maintenance and Repairs include street maintenance on selected streets. The Contractual Services include grave burial services, and seasonal help for keeping up with the mowing during the summer.

Capital outlav is for	r engineering costs associated v	with the development of Block 9	for future lot sales

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects				
Personnel Costs	\$65,316	\$67,608	\$70,287	4%
Supplies & Materials	\$4,200	\$5,100	\$7,750	52%
Maintenance & Repairs	\$34,005	\$7,005	\$8,500	21.3%
Occupancy	\$2,600	\$2,600	\$2,600	0%
Contractual Services	\$96,900	\$63,050	\$72,550	15.1%
Other Charges	\$880	\$880	\$880	0%
Contingency	\$3,000	\$3,000	\$3,000	0%
Capital Outlay	\$11,000	\$100,000	\$650,000	550%
Total Expense Objects:	\$217,901	\$249,243	\$815,567	<b>227.2</b> %



This fund is the perpetual trust fund created by the city. This fund received 20% of the sale of plots to be invested in the long-term to be able to have the funds necessary to maintain the cemetery when there are no longer plots to sell.

### **Summary**

The total revenue is projected at \$37,000 for FY 2025, which is an increase of 5.8% over FY 2024. This increase is attributed to higher rate of return on the long-term investments. There are no expenditures in this fund.

# **Fairview Cemetery Permanent Fund Comprehensive Summary**

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	\$441,542	\$473,860	\$514,582
Revenues	\$23,500	\$35,000	\$37,000
Total Revenues Less Expenditures:	\$23,500	\$35,000	\$37,000
Ending Fund Balance:	\$465,042	\$508,860	\$551,582

# **Revenues by Source**

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Revenue Source			
Miscellaneous			
LOT SALES - PERMANENT	\$20,000	\$20,000	\$22,000
Total Miscellaneous:	\$20,000	\$20,000	\$22,000
Interest Income			
INTEREST INCOME-PERMANENT	\$3,500	\$15,000	\$15,000
Total Interest Income:	\$3,500	\$15,000	\$15,000
Total Revenue Source:	\$23,500	\$35,000	\$37,000

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This fund is used to account for the application of any gifts and donations received for the benefit of the Library.

### Summary

The City of Bastrop is budgeting for \$21,000 of revenue in FY 2025, which represents no increase over the prior year. Budgeted expenditures are projected to increase by \$3,300 to \$20,800 in FY 2025.

The FY 2025 budget will be used to supplement the library's general fund budget with funds for additional book inventory. The transfer to the General Fund is to offset the cost of temporary summer staff to support the annual summer reading program.

# **Library Designated Comprehensive Summary**

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	\$63,750	\$38,360	\$45,672
Revenues			
Miscellaneous	\$20,000	\$20,000	\$20,000
Interest Income	\$750	\$1,000	\$1,000
Total Revenues:	\$20,750	\$21,000	\$21,000
Expenditures			
Supplies & Materials	\$20,000	\$10,500	\$11,500
Maintenance & Repairs	\$20,000	\$0	\$0
Contractual Services	\$1,000	\$1,000	\$800
Other Charges	\$5,000	\$3,000	\$2,500
Transfers Out	\$3,000	\$3,000	\$4,000
Total Expenditures:	\$49,000	\$17,500	\$18,800
Total Revenues Less Expenditures:	-\$28,250	\$3,500	\$2,200
Ending Fund Balance:	\$35,500	\$41,860	\$47,872

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The Hunters Crossing PID Fund was established as a Public Improvement District under Chapter 372, Texas Local Government Code, to fund public infrastructure improvements within the Hunter's Crossing Improvement District. This fund collects the assessments approved by the City Council of the City of Bastrop and paid for by the property owners within the District. The assessments fund the expenses associated with maintaining the assets of the District and reimbursing the developer annually from the capital portion of the assessment.

#### Summary

The City of Bastrop is budgeting for \$559,019 of revenue in FY 2025, which represents a 0% increase over the prior year. Budgeted expenditures are projected to remain static in FY 2025.

#### Hunter's Crossing Public Improvement District Comprehensive Summary

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	\$92,817	\$118,171	\$245,238
Revenues	\$575,879	\$581,279	\$581,279
Expenditures	\$552,405	\$559,019	\$559,019
Total Revenues Less Expenditures:	\$23,474	\$22,260	\$22,260
Ending Fund Balance:	\$116,291	\$140,431	\$267,498

#### **Revenues by Source**

The Service and Assessment Plan was reviewed and approved by City Council on August 13, 2025. There were no changes to the assessment amounts for this budget period.

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source				
Taxes & Penalties	\$574,279	\$574,279	\$574,279	0%
Interest Income	\$1,600	\$7,000	\$7,000	0%
Total Revenue Source:	\$575,879	\$581,279	\$581,279	0%

# **Expenditures by Expense Type**

The transfer out is related to debt service for the fence replacement project.

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects				
Maintenance & Repairs	\$107,530	\$111,144	\$111,144	0%
Contractual Services	\$22,975	\$17,975	\$17,975	0%
Other Charges	\$355,000	\$355,000	\$355,000	0%
Transfers Out	\$66,900	\$74,900	\$74,900	0%
Total Expense Objects:	\$552,405	\$559,019	\$559,019	0%

City of Bastrop | FY2025 Proposed Budget



The City of Bastrop has adopted water and wastewater impact fees to allow development to share the cost of infrastructure needs. These fees are reviewed at least every five years and adopted by the City Council. The City has been reviewing these fees more frequently due to changes in costs and demands for additional projects. These funds can be used to pay debt payments or fund projects directly. This fund is very important in allowing the City to control the rates charged to current customers.

#### Summary

The City of Bastrop is projecting \$3.42M of revenue in FY2025, which represents a 29.5% decrease over the prior year. Budgeted expenditures are projected to decrease by 39.5% or \$2.42M to \$3.71M in FY2025.

# Water/WW Impact Fees Comprehensive Summary

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	\$4,615,273	\$3,959,351	\$2,772,430
Revenues	\$3,330,450	\$4,848,640	\$3,415,997
Expenditures	\$5,884,300	\$6,125,501	\$3,707,000
Total Revenues Less Expenditures:	-\$2,553,850	-\$1,276,861	-\$291,003
Ending Fund Balance:	\$2,061,423	\$2,682,490	\$2,481,427

# **Revenues by Source**

The Impact Fee Fund generates revenue through impact fees that are assessed and collected as a part of development. This fee was last adopted on July 26, 2022. The City has hired a consultant to perform an impact fee study. Once the study is received we will consider adjust the impact fee as suggested.

The revenue estimates are based on the following assumptions:

- Val Verde 250 LUE's (water & wastewater)
- West Bastrop Village 50 LUE's (wastewater)

# Water Revenue (46.3%)

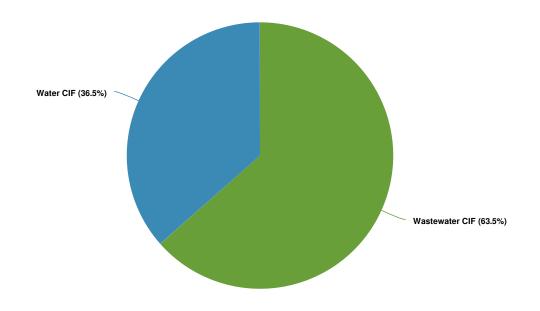
#### **Projected 2025 Revenues by Source**

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Revenue Source			
Wastewater Revenue	\$2,459,941	\$2,649,094	\$1,710,097
Water Revenue	\$848,509	\$2,074,546	\$1,580,900
Interest Income	\$22,000	\$125,000	\$125,000
Total Revenue Source:	\$3,330,450	\$4,848,640	\$3,415,997

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# **Expenditures by Function**

#### **Budgeted Expenditures by Function**



The contractual service is the cost of a fee review if needed. We use a third party consultant to facilitate the review and calculate the fees. The transfer out is the amount going to debt service on bonds already issued for eligible projects.

The capital outlay is for the following projects:

- Water 1 MG Elevated Tank east of FM 969
- Wastewater \$1.5M for finishing Westside Collectin Lines for WWTP#3 and \$1.5M for Transfer Lift Station and Force Main for WWTP#3

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Expenditures			
Water CIF			
Contractual Services	\$5,000	\$5,000	\$5,000
Capital Outlay	\$2,300,000	\$1,000,000	\$0
Transfers Out	\$321,300	\$1,093,714	\$1,348,500
Total Water CIF:	\$2,626,300	\$2,098,714	\$1,353,500
Wastewater CIF			
Contractual Services	\$5,000	\$5,000	\$5,000
Capital Outlay	\$2,500,000	\$3,000,000	\$1,000,000
Transfers Out	\$753,000	\$1,021,787	\$1,348,500
Total Wastewater CIF:	\$3,258,000	\$4,026,787	\$2,353,500
Total Expenditures:	\$5,884,300	\$6,125,501	\$3,707,000

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This fund was created to track Capital Improvement Plan projects.

#### **Summary**

The City of Bastrop is budgeting for \$4,792,000 of revenue in FY 2024, which represents a 57% increase over the prior year. Budgeted expenditures are projected to increase by 67% or \$2,113,240 to \$5,265,240 in FY 2024. The projects being funded are detailed in the expenditure schedule below.

# **General Gov't CIP Projects Comprehensive Summary**

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	\$158,561	\$206,132	\$239,683
Revenues	\$3,052,000	\$4,792,000	\$841,057
Expenditures	\$3,152,000	\$5,265,240	\$839,557
Total Revenues Less Expenditures:	-\$100,000	-\$473,240	\$1,500
Ending Fund Balance:	\$58,561	-\$267,108	\$241,183

# **Revenue by Fund**

There are two revenue contributions being made to this fund. The General Fund is transferring excess fund balance to fund capital projects and Bastrop Economic Development Corporation is funding specific capital projects with 4B funds. The Bastrop Economic Development Corp. contributions are recorded as Capital Contributions into this fund. The specific projects are outlined in the below table.

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
CIP General Gov't Projects				
CAPITAL CONTRIBUTIONS	\$2,687,000	\$4,772,000	\$839,557	-82.4%
Downtown Lighting Proj	\$164,000	\$141,500	\$25,000	-82.3%
Sports Complex Study	\$50,000	\$0	\$0	0%
Agnes Ext grant match	\$43,000	\$123,000	\$42,832	-65.2%
Transportation Master Plan 50%	\$100,000	\$0	\$0	0%
Emile MC & Rec Complex Site Plan	\$100,000	\$0	\$0	0%
Intersection Improv Eng	\$230,000	\$207,500	\$0	-100%
Blakey Ln St Ext. Proj.	\$1,000,000	\$1,350,000	\$771,725	-42.8%
South St to Lovers Ln Ext.	\$1,000,000	\$2,950,000	\$0	-100%
TRANS IN - GENERAL FUND #101	\$365,000	\$0	\$0	0%
Transportation Master Plan 50%	\$100,000	\$0	\$0	0%
Transportation Impact Fee	\$80,000	\$0	\$0	0%
Facilities Master Plan	\$120,000	\$0	\$0	0%
Park Improvements	\$65,000	\$0	\$0	0%
INTEREST EARNED	\$0	\$20,000	\$1,500	-92.5%
Total CIP General Gov't Projects:	\$3,052,000	\$4,792,000	\$841,057	<b>-82.4</b> %

# **Expenditures by Expense Type**

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects				
Contractual Services				
PROFESSIONAL SERVICE	\$780,000	\$570,740	\$0	-100%
Comp plan	\$100,000	\$93,240	\$0	-100%
Sports Complex Study	\$50,000	\$0	\$0	0%
Transportation Impact Fee	\$80,000	\$0	\$0	0%
Transportation Master Plan	\$200,000	\$150,000	\$0	-100%
Intersection Improv Eng	\$230,000	\$207,500	\$0	-100%
Facilities Master Plan	\$120,000	\$120,000	\$0	-100%
Total Contractual Services:	\$780,000	\$570,740	\$0	-100%
Capital Outlay				
CAPITAL OUTLAY	\$2,372,000	\$4,694,500	\$839,557	-82.1%
Playground Equip	\$65,000	\$130,000	\$0	-100%
Downtown Lighting Proj	\$164,000	\$141,500	\$25,000	-82.3%
Agnes Ext grant match	\$43,000	\$123,000	\$42,832	-65.2%
Emile MC & Rec Complex Site Plan	\$100,000	\$0	\$0	0%
Blakey Ln St Extension	\$1,000,000	\$1,350,000	\$771,725	-42.8%
South St to Lovers Ln Ext	\$1,000,000	\$2,950,000	\$0	-100%
Total Capital Outlay:	\$2,372,000	\$4,694,500	\$839,557	-82.1%
Total Expense Objects:	\$3,152,000	\$5,265,240	\$839,557	<b>-84.1</b> %



This fund was created to contain revenue generated specifically for street maintenance to improve the City's overall Pavement Condition Index.

#### Summary

The City of Bastrop is budgeting for \$2,914,000 of revenue in FY 2025. In FY 2024 the citizens voted to allocate 3/8 of 1 cent of sales tax to the street maintenance fund beginning April 2024. Budgeted expenditures are projected to increase by 217% or \$2,002,513 to \$2,924,009 in FY 2025.

# **Street Maintenance Fund Comprehensive Summary**

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	\$109,410	\$581,322	\$2,495,328
Revenues			
Taxes & Penalties			\$2,925,000
Other Income			\$64,000
Transfers In	\$800,000	\$800,000	\$0
Interest Income	\$3,500	\$10,000	\$50,000
Total Revenues:	\$803,500	\$810,000	\$3,039,000
Expenditures			
Personnel Costs	\$0	\$0	\$1,268,876
Supplies & Materials			\$152,000
Maintenance & Repairs	\$0	\$0	\$675,000
Occupancy			\$10,750
Contractual Services	\$0	\$0	\$430,574
Other Charges			\$1,800
Capital Outlay	\$807,927	\$921,483	\$500,000
Total Expenditures:	\$807,927	\$921,483	\$3,039,000
Total Revenues Less Expenditures:	-\$4,427	-\$111,483	\$0
Ending Fund Balance:	\$104,983	\$469,839	\$2,495,328

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# **Expenditures by Expense Type**

During FY 2022, the city contracted for an update to the Pavement Condition Index. This update provided feedback on the current condition of the city streets and established street maintenance plans, with a list of streets in priority for the next several years. In FY 2024 the City of Bastrop reviewed the lists of streets and their conditions and initiated a plan to begin repairs and maintenance on the streets in the poorest conditions.

In FY 2025 the Street Maintenance Fund plans to peform the following work to continue :

24 Lane miles of HA5
5 Lane Miles of Double Seal & HA5
4 Lane Miles of 2" overlay TyD & Under Seal
Pecan Park Subdivision with Terra Cool
3 Lane Miles of 8" Full Depth Repair
3 Lane Miles of Rehab P2 Stabilization

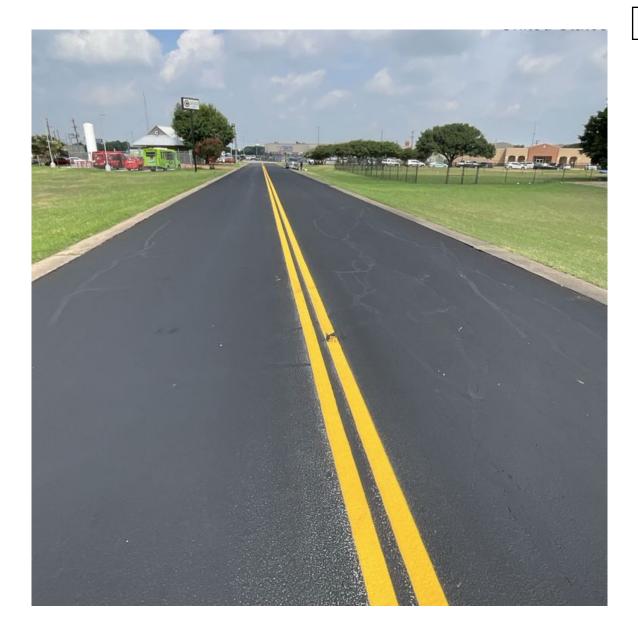
2300 Linear Feet of 4' Wide Sidewalks

1170 Linear Feet of new guardrails to bring up to standard

1630 Linear feet of New Concrete Flume to improve drainage

Name	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects			
Personnel Costs			
OPERATIONAL SALARIES		\$863,800	N/A
OVERTIME		\$10,000	N/A
SOCIAL SECURITY		\$66,100	N/A
RETIREMENT		\$122,200	N/A
GROUP INSURANCE		\$150,000	N/A
WORKERS COMP		\$50,576	N/A
LONGEVITY		\$6,200	N/A
Total Personnel Costs:	\$0	\$1,268,876	N/A
Supplies & Materials			
SUPPLIES		\$3,500	N/A
OFFICE EQUIPMENT/FURNITURE		\$2,000	N/A
EQUIPMENT		\$2,000	N/A
JANITORIAL EQUIMENT		\$500	N/A
CHEMICALS		\$12,500	N/A
SMALL TOOLS		\$4,000	N/A
FUEL		\$40,000	N/A
STREET SIGNS & 911 ADDRESSING		\$12,500	N/A
HOT MIX, ASPHALT, GRAVEL		\$75,000	N/A
Total Supplies & Materials:		\$152,000	N/A
Maintenance & Repairs			
EQUIPMENT MAINTENANCE		\$35,000	N/A

			//
Name	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
SIDEWALKS		\$20,000	N/A
CRACK SEAL	\$0	\$20,000	N/A
DRAINAGE	\$0	\$50,000	N/A
SURFACE TREATMENT	\$0	\$75,000	N/A
STRUCTURAL OVERLAY	\$0	\$472,000	N/A
PARKING LOTS		\$3,000	N/A
Total Maintenance & Repairs:	\$0	\$675,000	N/A
Occupancy			
COMMUNICATIONS		\$3,500	N/A
UTILITIES		\$7,250	N/A
Total Occupancy:		\$10,750	N/A
Contractual Services			
PROFESSIONAL SERVICES		\$3,500	N/A
UNIFORMS		\$15,300	N/A
ENGINEERING	\$0	\$10,000	N/A
ADMINISTRATIVE SERVICES		\$50,000	N/A
CONTRACTED SERVICES		\$130,000	N/A
EQUIPMENT RENTAL		\$5,000	N/A
VEHICLE/EQUIP REPLACEMENT FEE		\$216,774	N/A
Total Contractual Services:	\$0	\$430,574	N/A
Other Charges			
ADVERTISING		\$150	N/A
TRAVEL & TRAINING		\$1,500	N/A
DUES, SUBSCRIPTION AND PUB		\$150	N/A
Total Other Charges:		\$1,800	N/A
Capital Outlay			
STREET IMPROVEMENTS	\$921,483	\$500,000	-45.7%
Total Capital Outlay:	\$921,483	\$500,000	- <b>45.7</b> %
Total Expense Objects:	\$921,483	\$3,039,000	229.8%





This fund is used to account for receipts and disbursement of funds designated for special improvement projects related to City parks and trails.

#### Summary

The City of Bastrop is projecting \$1,865 of revenue in FY 2024. Budgeted expenditures are projected to be \$0. This fund received a prepaid payment for a 75-year lease with Bastrop County for Mayfest Park. This lease revenue is earned over the life of the lease. A portion of the skate park was expensed through this fund and against future earnings. This is the reason for the negative fund balance.

# **Park/Trail Land Dedication Fund Comprehensive Summary**

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	-\$83,054	-\$81,267	-\$79,470
Revenues			
Charges for Services	\$1,365	\$1,365	\$1,365
Interest Income	\$100	\$500	\$500
Total Revenues:	\$1,465	\$1,865	\$1,865
Total Revenues Less Expenditures:	\$1,465	\$1,865	\$1,865
Ending Fund Balance:	-\$81,589	-\$79,402	-\$77,605

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# Land Acquisition Fund Comprehensive Summary

Name	FY2024 Budgeted
Beginning Fund Balance:	\$1,689,484
Ending Fund Balance:	\$1,689,484



This fund was created to fund system repairs and capital improvement projects. It is funded from transfers from the Water/Wasterwater Operating Fund.

### Summary

The City of Bastrop is projecting \$140K of revenue in FY2025, which represents a 81.1% decrease over the prior year. Budgeted expenditures are projected to decrease by 84.0% or \$737K to \$140K in FY2025.

Projects in this fund include communication antennae for the west side of town, phase II of manhole replacement in Tahitian Village, water/wastewater lines for the Agnes Street extension project, and general system improvements.

#### Name FY2023 Budgeted FY2024 Budgeted FY2025 Budgeted **Beginning Fund Balance:** \$638,451 \$932,199 \$1,202,775 Revenues TRANS IN - W/WW/FUND \$882,100 \$725,000 \$110,000 \$30.000 INTEREST \$3.000 \$17.000 **Total Revenues:** \$885,100 \$742,000 \$140,000 **Expenditures** SYSTEM MAINTENANCE, W PROD \$50,000 \$62,000 \$25,000 \$115,000 SYSTEM MAINT, WW TP \$50,000 \$115,000 PROFESSIONAL SERVICES \$150.000 \$0 \$0 IMPROVEMENTS, W/WW DIST \$652,500 \$450,000 \$0 WATER SUPPLY \$200,000 \$0 \$0 CAPITAL OUTLAY \$150,000 \$250,000 \$0 \$140,000 **Total Expenditures:** \$1,252,500 \$877,000 **Total Revenues Less Expenditures:** -\$367,400 -\$135,000 \$0 **Ending Fund Balance:** \$797,199 \$271,051 \$1,202,775

# Water/WW CIP Fund Comprehensive Summary





The funds represented in this fund were received by the City in FY 2021 and FY 2022 and have to be obligated by December 2024. It is the intention of the City to use these funds for water and wastewater infrastructure projects.

#### **Summary**

These funds were previously earmarked for the Transfer Lift Station and Force Main to the new WWTP#3. The City is considering redirecting these funds to the renovation of the Bob Bryant Treatment Plant. This decision must be made and a contract must be signed before December 31, 2024.

#### **American Rescue Plan Comprehensive Summary**

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	\$2,288,071	\$2,320,704	\$2,394,362
Revenues			
Interest Income	\$3,000	\$35,000	\$65,000
Total Revenues:	\$3,000	\$35,000	\$65,000
Expenditures			
Capital Outlay	\$2,156,205	\$2,388,071	\$2,433,071
Total Expenditures:	\$2,156,205	\$2,388,071	\$2,433,071
Total Revenues Less Expenditures:	-\$2,153,205	-\$2,353,071	-\$2,368,071
Ending Fund Balance:	\$134,866	-\$32,367	\$26,291



The 2022 Certificate of Obligation was issued to construct, improve, and Lugrade the City's streets, including drainage, sidewalks, right-of-way, and bridge repair.

#### **Summary**

During FY 2023 the city contracted out the street repair of Old Austin HWY and the engineering for additional street rehabilitation that will continue to be performed during FY 2025.

# **2022 Certificate of Obligation Comprehensive Summary**

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	\$3,619,371	\$2,121,070	\$2,331,755
Revenues			
Interest Income		\$20,000	\$20,000
Total Revenues:	\$0	\$20,000	\$20,000
Expenditures			
Capital Outlay	\$3,599,999	\$2,079,371	\$2,241,950
Total Expenditures:	\$3,599,999	\$2,079,371	\$2,241,950
Total Revenues Less Expenditures:	-\$3,599,999	-\$2,059,371	-\$2,221,950
Ending Fund Balance:	\$19,372	\$61,699	\$109,805

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The 2023 Certificate of Obligation was issued to construct, improve, and upgrade the City's streets, including drainage, sidewalks, right-of-way, and bridge repair.

#### **Summary**

This bond was originally issued to fund the following projects:

PROJECTS	EST. AMOUNT
Old Iron Bridge grant match	\$3,000,000
Riverbank stabilization grant match	\$3,000,000
Gills Branch drainage grant match	\$3,000,000
Street Rehabiliation	\$4,000,000

The City is still waiting for the award determination of the above grants. The priority and projects of these funds may shift depending on the outcome of the grant awards.

# 2023 Certificate of Obligation (GF) Comprehensive Summary

Name	FY2023 Projected	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	N/A	\$13,255,317	\$13,037,446
Revenues			
Other Revenue	\$13,107,779	\$0	\$0
Interest Income	\$75,000	\$50,000	\$200,000
Total Revenues:	\$13,182,779	\$50,000	\$200,000
Expenditures			
Other Charges	\$107,779	\$0	\$0
Capital Outlay		\$13,125,000	\$13,500,000
Total Expenditures:	\$107,779	\$13,125,000	\$13,500,000
Total Revenues Less Expenditures:	\$13,075,000	-\$13,075,000	-\$13,300,000
Ending Fund Balance:	N/A	\$180,317	-\$262,554

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The Grant Fund is used to account for grants received from local, state, an federal agencies for capital projects and the application of the funds in accordance with stated requirements.

# Summary

There are 2 large projects receiving grants in the FY 2025, Blakey Lane and Agnes St. There are also 2 small police equipment grants and 2 small Texas Art Commission grants. The grant fund does not carry a fund balance. The grants are reimbursing and so the revenue always equals expenditures.

# **Grants Comprehensive Summary**

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	N/A	N/A	N/A
Revenues			
Intergovernmental	\$4,440,330	\$3,865,330	\$6,634,945
Miscellaneous	\$225,000	\$0	\$0
Transfers In	\$0	\$0	\$33,000
Total Revenues:	\$4,665,330	\$3,865,330	\$6,667,945
Expenditures			
Contractual Services	\$225,000	\$0	\$69,615
Capital Outlay	\$4,440,330	\$3,865,330	\$6,598,329
Total Expenditures:	\$4,665,330	\$3,865,330	\$6,667,944
Total Revenues Less Expenditures:	\$0	\$0	\$1
Ending Fund Balance:	N/A	N/A	N/A

# **Projects and Funding Source**

PROJECT	FUNDING SOURCE
Agnes Street Extension	General Land Office (CDBG-MIT)
Blakey Lane	General Land Office (CDBG-MIT)

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Major improvements such as streets, drainage, buildings, and other infrastructure projects are often financed by bonds. This funding mechanism allows payment for infrastructure improvements to be made over multiple years, usually over the life of the asset.

#### Summary

The City of Bastrop is budgeting for \$4,333,068 of revenue in FY 2025, which represents no changes from the prior year. Budgeted expenditures are projected to increase by 8.8% or \$417,840 to \$4,328,471 in FY 2025. Detailed debt information can be found in the debt section of the budget.

The majority of this fund's revenue comes from Ad Valorem Tax. The debt portion of the Property Tax Rate pays the debt obligations for each fiscal year. This rate is \$0.1962 for FY 2025, which is the same debt rate as FY 2024, representing 38.81% of the total tax rate.

This budget assumes a \$18M bond issuance in 2025.

# General Debt Service Comprehensive Summary

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	\$430,532	\$581,332	\$739,707
Revenues			
Taxes & Penalties	\$2,989,161	\$3,390,341	\$3,562,085
Miscellaneous	\$271,614	\$275,227	\$275,227
Transfers In	\$589,900	\$592,900	\$592,500
Interest Income	\$19,500	\$75,000	\$100,000
Total Revenues:	\$3,870,175	\$4,333,468	\$4,529,812
Expenditures			
Other Charges	\$0	\$0	\$33,308
Debt Service	\$3,850,699	\$4,746,311	\$4,496,504
Total Expenditures:	\$3,850,699	\$4,746,311	\$4,529,812
Total Revenues Less Expenditures:	\$19,476	-\$412,843	\$0
Ending Fund Balance:	\$450,008	\$168,489	\$739,707





The function of this fund is to retire bonded indebtedness for water and wastewater capital equipment and infrastructure.

#### Summary

The proposed revenue for FY 2025 is \$6,617,960 a decrease of 13.5% over FY 2024 budget. The expenditure budget includes the debt associated with issuing 2024 bonds totalling \$36M. The expenditure budget has decreased 6.4% over FY 2024. This decrease is related to debt that was retired in in FY 2024.

# Water/WW Debt Service Comprehensive Summary

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted
Beginning Fund Balance:	\$1,797,113	\$3,218,562	\$3,408,855
Revenues			
Transfers In	\$3,655,540	\$5,715,500	\$6,507,000
Interest Income	\$9,687	\$110,960	\$110,960
Total Revenues:	\$3,665,227	\$5,826,460	\$6,617,960
Expenditures			
Debt Service	\$3,823,204	\$7,070,185	\$6,617,959
Total Expenditures:	\$3,823,204	\$7,070,185	\$6,617,959
Total Revenues Less Expenditures:	-\$157,977	-\$1,243,725	\$1
Ending Fund Balance:	\$1,639,136	\$1,974,837	\$3,408,856

# **Revenues by Source**

There are two sources that are transferred into this fund. The first is from water and wastewater rates approved by City Council. This amount is transferred in from the Water/Wastewater Fund. The second is Impact Fees. These fees are also approved by City Council.

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source				
Transfers In				
TRANSFERS IN - W/WW #202	\$2,581,240	\$3,600,000	\$3,600,000	0%
TRANSFER IN - IMPACT FUND	\$1,074,300	\$2,115,500	\$2,907,000	37.4%
Total Transfers In:	\$3,655,540	\$5,715,500	\$6,507,000	13.8%
Interest Income				
INTEREST RECEIPTS	\$9,687	\$110,960	\$110,960	0%
Total Interest Income:	\$9,687	\$110,960	\$110,960	0%
Total Revenue Source:	\$3,665,227	\$5,826,460	\$6,617,960	13.6%

Item 9B.

# DEPARTMENTS

# **City Council**

The City of Bastrop is a home-rule city. The City Council consists of five (5) Council Members and a Mayor. The Mayor only votes in the instance of a tie-vote. The City Council operates under a City Charter, City Ordinances, and State Law. They are charged with appointing the City Manager, City Attorney, Municipal Court Judge, and various citizen boards and commissions. The City Council are elected officials. They shall enact local legislation, adopt the annual budget, and determine policies. The City Council adopts the City's ad valorem tax rate and authorizes the issuance of bonds.



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# **Expenditures Summary**



# **Expenditures by Expense Type**

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects				
Personnel Costs	\$6,807	\$6,807	\$6,808	0%
Supplies & Materials	\$3,986	\$3,986	\$3,950	-0.9%
Occupancy	\$7,650	\$7,650	\$7,600	-0.7%
Contractual Services	\$10,500	\$10,500	\$11,000	4.8%
Other Charges	\$17,860	\$17,860	\$15,220	-14.8%
Total Expense Objects:	\$46,803	\$46,803	\$44,578	<b>-4.8</b> %

#### **Department Description**

To provide better efficiency when processing expenditures that benefit all departments and to capture expenditures that are for the City as a whole. This department was created to track those expenditures in one place. Some examples would be property and general liability insurance, legal services, retirees insurance, 380 agreements, communications, and consulting services. The credit represents the amount being reimbursed to General Fund from BP&L, Water/Wastewater, Street Maintenance, Development Services and Hotel Occupancy Tax Fund for administrative support.

# **Expenditures Summary**



# **Significant Base Budget Changes for FY 2025**

Personnel costs include group insurance and retirement costs. The group insurance includes a 50% contribution to dependent care coverage by the City for General Fund employees and the contracted fee for the benefit consultants. The 50% contribution to benefit coverage was increased for FY 2025 due to the increased utilization of this benefit.

The Contractual Services category includes insurance coverage, property tax collection and appraisal services, contractual services and legal services. The contractual services line item includes two contracts. One is with CARTS for \$40,000, and the other is the Pine Street parking lot that the City shares with the County for \$9,000. Property insurance increased 19% this fiscal year, up from 11% in the previous year.

The other significant line item in this category is the Overhead Allocation, which is a credit amount from the proprietary funds into the General Fund. This amount increased by 13.2% from FY 2024 due to the creation of 2 funds that are now contributing back to the general fund for admin costs as well as a general increase in cost of day to day activities. The Dues & Subscriptions line item includes the Air Quality Program funding, along with other membership dues the city participates in.

Transfers out include amounts to Vehicle/Equipment Replacement Fund (\$620,000) and Cemetery Fund (\$618,000), a one time expense. This category decreased by 28.4% from FY 2024.

# **Budgeted Expenditures by Expense Type**

Name	FY2023 Budgeted	FY2024 Actual	FY2024 Budgeted	FY2025 Budgeted	FY24 FINAL (General Fund) vs. FY2025 Budgeted (% Change)
Expense Objects					
Personnel Costs	\$1,742,543	\$153,651	\$175,299	\$251,000	43.2%
Supplies & Materials	\$12,435	\$10,842	\$12,450	\$12,000	-3.6%
Maintenance & Repairs	\$23,930	\$9,300	\$15,350	\$15,100	-1.6%
Occupancy	\$91,500	\$63,251	\$89,880	\$89,880	0%
Contractual Services	\$652,569	\$660,456	\$663,716	\$700,531	5.5%
Other Charges	-\$1,535,436	-\$1,135,603	-\$1,508,926	-\$1,751,695	16.1%
Contingency	\$35,000		\$35,000	\$35,000	0%
Capital Outlay	\$0	\$518	\$0	\$0	0%
Transfers Out	\$2,051,018	\$1,524,000	\$1,733,500	\$620,000	-64.2%
Total Expense Objects:	\$3,073,559	\$1,286,416	\$1,216,269	-\$28,184	-102.3%

#### **City Manager**

**WHY?** To lead in a trustworthy manner so that barriers are eliminated.

# Services



# **Expenditures Summary**



#### Item 9B.

# Significant Base Budget Changes for FY 2025

This department consists primarily of personnel costs including the City Manager, the Assistant City Manager, the Assistant to the City Manager and an Executive Assistant.

# **Expenditures by Expense Type**

Name	FY2023 Budgeted	FY2024 Actual	FY2024 Budgeted	FY2025 Budgeted
Expense Objects				
Personnel Costs	\$718,445	\$511,378	\$630,548	\$746,696
Supplies & Materials	\$7,100	\$1,629	\$7,100	\$6,100
Occupancy	\$3,700	\$2,569	\$3,700	\$3,700
Contractual Services	\$0	\$3,378	\$0	\$0
Other Charges	\$16,000	\$13,528	\$16,000	\$16,000
Total Expense Objects:	\$745,245	\$532,482	\$657,348	\$772,496

# **Personnel Schedule**

POSITION TITLE	ACTUAL FY2023	BUDGET FY2024	PROPOSED FY2025
City Manager	1	1	1
Assistant City Manager - Development Services	1	1	1
Assistant City Manager - Community Engagement	1	1	0
Assistant to the City Manager	0	0	1
Executive Administrative Assistant	<u>0</u>	2	1
TOTAL	3	4	4

#### WHY?

To build relationships so that we enrich the lives of others. To create trust so that we protect both the legal and financial rights of the citizens of Bastrop.



# **Significant Base Budget Changes for FY 2025**

There were no major changes in this fund in FY 2025.

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# **Expenditures by Expense Type**

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2023 Budgeted vs. FY2024 Budgeted (% Change)
Expense Objects				
Personnel Costs	\$260,989	\$221,168	\$231,287	-15.3%
Supplies & Materials	\$4,250	\$4,250	\$4,750	0%
Maintenance & Repairs	\$9,100	\$9,100	\$9,500	0%
Occupancy	\$1,776	\$1,776	\$1,776	0%
Contractual Services	\$11,600	\$28,100	\$14,600	142.2%
Other Charges	\$32,200	\$52,200	\$52,200	62.1%
Total Expense Objects:	\$319,915	\$316,594	\$314,113	-1%

# **Personnel Schedule**

POSITION TITLE	ACTUAL FY2023	BUDGET FY2024	PROPOSED FY2025
City Secretary	1	1	1
Assistant City Secretary	1	1	1
Receptionist/Office Assistant	1	<u>0</u>	<u>0</u>
TOTAL	3	2	2

#### Goal #1

**ORGANIZATIONAL EXCELLENCE** - respond to all Open Records Requests within 10 days of receipt.

Measures

Actual FY2022	Goal FY2023	Projected FY2023	Goal FY2024
97%	99%	98%	99%

Goal #2

**ORGANIZATIONAL EXCELLENCE** - post Resolutions, Ordinances, and Executed Exhibits online within 5 days of final Council action.

Measures: % within 5 days

Actual	Goal	Projected	Goal
FY2022	FY2023	FY2023	FY2024
99%	99%	99%	100%

Goal #3

ORGANIZATIONAL EXCELLENCE - approved Minutes, without errors, 95% of the time.

Measures: % with no errors

Actual	Goal	Projected	Goal
FY2022	FY2023	FY2023	FY2024
98%	99%	99%	100%

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#### WHY?

Finance maintains and supports the fiscal integrity of the City of Bastrop through accurate accounting and financial compliance. Finance works with the Mayor, City Council, the City Manager, and all departments and citizens to provide excellent service to our community. The department is responsible for setting up and operating accounts payable, accounts receivable, payroll, fixed assets, and general ledger. The department also oversees the City's annual budget and is responsible for ensuring the City is in compliance with all accounting standards.

# **Expenditures Summary**



# **Services - Finance Administration**



# Significant Base Budget Changes in FY 2025

There will be one new position in Finance that will manage CIP projects and grants.

There are increases each year in software licenses and maintenance costs 5% annually. The professional services costs are higher due to the semi-annual requirement to update the benefit actuarial report.

In the Utility Customer Service division, the Contractual Services category was increased for the solid waste contract. This contract went out for bid in fiscal year 2024 coming in at no cost change. Contractual services expenditures increased due to growth in homes.

# **Expenditures by Function**

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expenditures				
General Government				
Finance				
Administration				
Personnel Costs	\$474,371	\$521,380	\$640,698	22.9%
Supplies & Materials	\$2,400	\$2,600	\$2,200	-15.4%
Maintenance & Repairs	\$58,250	\$59,750	\$108,440	81.5%
Occupancy	\$3,655	\$3,805	\$3,805	0%
Contractual Services	\$57,832	\$60,170	\$62,000	3%
Other Charges	-\$1,115	-\$605	-\$825	36.4%
Total Administration:	\$595,392	\$647,100	\$816,318	26.2%
Utility Customer Service				
Personnel Costs		\$289,169	\$328,041	13.4%
Supplies & Materials		\$23,800	\$26,000	9.2%
Maintenance & Repairs		\$59,425	\$59,425	0%
Occupancy		\$10,956	\$40,716	271.6%
Contractual Services		\$896,463	\$841,755	-6.1%
Other Charges		\$5,700	\$4,600	-19.3%
Total Utility Customer Service:	\$0	\$1,285,513	\$1,300,537	1.2%
Total Finance:	\$595,392	\$1,932,613	\$2,116,855	9.5%
Total General Government:	\$595,392	\$1,932,613	\$2,116,855	9.5%
Total Expenditures:	\$595,392	\$1,932,613	\$2,116,855	9.5%

# **Personnel Schedule**

POSITION TITLE	ACTUAL FY2023	BUDGET FY2024	PROPOSED FY2025
ADMINISTRATION DIVISION			
Chief Financial Officer	1	1	1
Assistant Finance Director	1	0	1
CIP/Grant Accountant	0	0	1
Senior Accountant	0	1	0
Finance Specialist II - AP	1	1	1
Finance Specialist II - Payroll	1	1	1
Executive Administrative Assistant	1	1	<u>1</u>
TOTAL	5	5	6
UTILITY CUSTOMER SERVICE			
Customer Service Supervisor	1	1	1
Customer Service Coordinator	1	0	0
Lead Customer Service Rep	0	1	1
Customer Service Specialist I/II	2	2	2
TOTAL	4	4	4
TOTAL	9	9	10

# **Services - Utility Customer Service**



#### Goal #1

**FISCAL RESPONSIBILITY** - increase the number of payments through our utility portal in an effort to reduce the cost of producing and mailing a paper bill.

#### Goal #2

**FISCAL RESPONSIBILITY** - Continual consumption reports produced and reviewed weekly to notify customers of higher consumption through continual usage.

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#### Goal #3

FISCAL RESPONSIBILITY - Maintain General Obligation Bond Rating.

Measures: Bond rating

Actual	Goal	Projected	Goal
FY2022	FY2023	FY2023	FY2024
AA	AA	AA	

#### Goal #4

**ORGANIZATIONAL EXCELLENCE** - Awarded the GFOA Distinguished Budget Presentation certificate.

The City did not receive the award in FY 2024 due to staff turnover. The Finance Department will submit for the GFOA Distinguished Budget Award in FY 2025.

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#### WHY?

To build and share the City's "why" with current and prospective new employees. As well as supporting the City of Bastrop's entire operations by attracting and retaining a qualified, capable, and diverse workforce, filled with customer service-oriented people who are committed to providing the highest quality of exemplary service to the citizens of Bastrop.



**Expenditures Summary** 



# **Significant Base Budget Changes for FY 2025**

There was the addition of 1 FTE adding the Customer Service Specialist in place of the Receptionist/Office Assistant previously budgeted in the City Secretary's budget. This budget amendment was approved during FY 2023. Another personnel change was the promotion of the HR Generalist to an HR Coordinator.

Contractual services was significantly reduced with the removal of budgeted training that was added during FY 2023 but determined later not to be necessary.

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# **Expenditures by Expense Type**

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects				
Personnel Costs	\$228,849	\$357,461	\$389,608	9%
Supplies & Materials	\$3,550	\$4,110	\$4,370	6.3%
Maintenance & Repairs	\$10,575	\$12,155	\$13,325	9.6%
Occupancy	\$2,200	\$2,200	\$2,200	0%
Contractual Services	\$12,500	\$3,500	\$10,000	185.7%
Other Charges	\$27,490	\$30,405	\$40,490	33.2%
Total Expense Objects:	\$285,164	\$409,831	\$459,993	12.2%

### **Personnel Schedule**

POSITION TITLE	ACTUAL FY2023	BUDGET FY2024	PROPOSED FY2025
Human Resource Director	1	1	1
Human Resource Coordinator	0	.875	0.875
Human Resource Generalist	0.875	0	0
Customer Service Specialist	<u>0</u>	1	1
TOTAL	1.75	2.875	2.875

### Goal #1

**ORGANIZATIONAL EXCELLENCE** - ensure Bastrop meets the highest safety standards for City employees: Less than 25 Worker Compensation claims with less than 10 lost time claims over the last 3 years.

### Goal #2

**ORGANIZATIONAL EXCELLENCE** - recognize 100% of all employees who reach the employment milestones in 5 year increments.

Measures

Actual	Goal	Projected	Goal
FY2023	FY2024	FY2024	FY2025
100%	100%	100%	100%

To facilitate information technology Services for efficient and effective communication.



**Expenditures Summary** 





# Significant Base Budget Changes for FY 2025

The IT department is gaining one (1) FTE. This new position is GIS Manager with the main function of building and maintaining the city's Geographic Information System database. This includes coordinating with various city departments to add utilities and other assets to the system to have data visibility and assist staff with decision making. Additionally, a title change from GIS Specialist to GIS Analyst is requested but will not affect the budget.

Based on the overall increase in full-time employees in the city, the computer replacement program has increased.

The software maintenance budget line has increased due to the GIS software license cost that was transferred from the Development Services department to the Information Technology Department. Additionally, this budget line includes a new security filter license for the new wastewater treatment plant network and an overall increase in license subscriptions.

The increase in capital outlay (vehicle and equipment replacement fund payment) relates to the core datacenter servers, storage and backup batteries replacement project. The lifespan of this hardware is 5 years and was completed in fiscal year 2019. Current storage capacity is increasing rapidly and has been maintained more frequently due to the age of the hardware.

The increase in the budget for training and uniforms is related to the new position being added.

# **Expenditures by Expense Type**

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects				
Personnel Costs	\$280,323	\$407,525	\$570,874	40.1%
Supplies & Materials	\$65,790	\$71,760	\$72,760	1.4%
Maintenance & Repairs	\$171,978	\$173,020	\$211,170	22%
Occupancy	\$10,300	\$10,300	\$13,050	26.7%
Contractual Services	\$51,537	\$51,737	\$114,624	121.6%
Other Charges	\$8,700	\$7,700	\$13,700	77.9%
Capital Outlay	\$0	\$0	\$18,000	N/A
Total Expense Objects:	\$588,628	\$722,042	\$1,014,178	<b>40.5</b> %

### **Personnel Schedule**

POSITION TITLE	ACTUAL FY2023	BUDGET FY2024	PROPOSED FY2025
IT Director	0	1	1
IT Manager	1	0	0
System Administrator	1	2	2
GIS Analyst	0	0	1
GIS Specialist	1	1	<u>1</u>
TOTAL	3	4	5

### Goals

FISCAL RESPONSIBILITY - Analyze emerging technology and determine how and when its application becomes relevant and cost effective to City business.

ORGANIZATIONAL EXCELLENCE -

- Innovation and automation Delivery innovating IT projects to help the city automate workflows using technology.
- IT Security Protect and defend city's data to ensure services are accessible, useful, and safe for the city staff and residents. Discuss security initiatives and implement tools to protect city's

networks.

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Goals	Goal FY2023	Actual FY2024	Goal FY2025
Server Uptime:	99.5%	99.7%	100%
Availability of City			
servers for use			
Internet uptime:	99.9%	98.6%	99.5%
Availability of internet			
services and outside			
services when			
internet provider has			
internet outages			
Implement	15	20	25
Innovating projects	Projects/Initiatives	Projects/Initiatives	Projects/Initiatives
and security			
initiatives			

## **Community Engagement**

### WHY?

To provide clarity, transparency, and promotion of the City of Bastrop's initiatives, actions, programs, and events.

#### ADMINISTRATION

The City of Bastrop Main Street Program, through community partnerships and grassroots community involvement, will be a stimulant for the economic health, design, and promotion of the historic Main Street District.

The City of Bastrop also promotes the community through large events such as the Big Bang, Juneteenth, and Homecoming celebrations. The City also provides financial support to organizations that provide services to the community.

#### PUBLIC INFORMATION

The Public Information team provides communication services, marketing and promotional campaigns, inhouse graphic design, video production (live streamed and post-production), photography, emergency messaging, audio/visual functions at meetings, and other media-related services. Additionally, the team manages media production contractors on initiatives and events. Management of the City's social media accounts, website, general information email account, and other communications channels are conducted in collaboration with City Departments and contractors. Public Information also provides live sound systems and special event productions at several City events, ceremonies, meetings, and other activities. The City's branding and image are of the highest concern to the team, including logo usage, document layout and design, quality photography, clear and concise messaging, and public relations. The team maintains relationships with the media and area partner organizations. The maintenance and operations of the City's media production tools and systems is handled by the team.

# Services



# **Expenditures Summary**



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# Significant Base Budget Changes for FY 2025

Item 9B.

Recreation was moved into the newly created Parks department in FY 2025

### **ADMINISTRATION**

The overall FY25 Main Street Budget decreased by 37.3%. There was originally \$150,000 allocated for a Downtown Master Plan that was removed from the Main Street Budget with plans to add back in for FY26.

### **PUBLIC INFORMATION**

There are no significant base budget changes to this year's budget

**Community Event Funding \$101,500 (FY 2024 \$95,000)** (Other Charges) - the Christmas lighting budget was moved to Public Works and Mardi Gras was moved to HOT Fund.

Christmas Lighting	\$0
Big Bang (July 4th)	\$35,000
Mardi Gras	0
Juneteenth*	\$25,000
Homecoming*	\$25,000

\* This funding was increased to cover the additional costs associated with facilitating a parade event.

### **Community Support Funding** (Other Charges)

This proposed budget includes \$154,000 for organizational funding.

# **Community Support Requests & Approved Funding**

CITY OF BASTROP Community support funding requests fy2024-2025													
Organization	FY22-23 Approved Funding		FY23-24 Requested Funding		FY 23-24 REQ. IN-KIND SERVICES			FY23-24 Approved Funding		FY24-25 Requested Funding	FY24-25 REQ. IN-KIND SERVICES	A	FY24-25 Pproved Funding
Bastrop Cats Anonymous TNR Society	s		s	3,500	s		s	•	s	3,500	\$ 2,414	s	3,500
Bastrop County Emergency Food Pantry (incl NIBBLES prog.)	s	33,000	s	33,685	s	4,000	s	33,685	s	33,685	\$ 4,000	s	33,685
Bastrop County First Responders	s	17,500	s	11,905	ş		ş	11,905	s	14,669	Radios	\$	14,669
Bastrop County Long Term Recovery Team	\$	10,000	\$	10,000	s	4,000	\$	10,000	\$	12,000	COB Facilities	\$	12,000
Bastrop County Women's Shelter, Inc Family Crisis Center	s	10,000	s	12,000	s	4,000	s	12,000	ş	12,000	Conv Center	s	12,000
Bastrop Pregnancy Resource Center	\$	7,500	\$	15,650	\$		s	8,000	\$	10,450	Conv Center	\$	10,450
Children's Advocacy Center of Bastrop County	\$	9,000	\$	15,000	s	4,000	s	12,500	\$	20,000	Conv Center & Fisherman's Park	\$	20,000
Combined Community Action, Inc.	s	8,000	s	10,000			s	10,000	s	10,000	COB Facilities	s	10,000
Court Appointed Special Advocate of Bastrop County (CASA)	\$	9,000	s	9,000	s		s	9,000	Ş	9,000	Fisherman's Pk	\$	9,000
Feed The Need	\$	•	s	10,000			s	10,000	\$	10,000	Conv Center	\$	10,000
In the Streets-Hands Up High Ministry	\$	8,000	s	15,000	s		s	12,000	\$	15,000	Permits	s	15,000
Pines and Prairies Land Trust	s		\$	12,000	s		s		\$	8,337	COB Personnel & Resources	\$	8,337
TOTAL	\$	122,000	\$	157,740	\$	16,000	\$	129,090	\$	158,641	\$ 6,414	\$	158,641

# **Expenditures by Division**

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expenditures				
Community Services				
Community Engagement				
Recreation				
Personnel Costs	\$237,334	\$246,336	\$0	-100%
Supplies & Materials	\$22,100	\$14,525	\$0	-100%
Occupancy	\$2,500	\$1,700	\$0	-100%
Contractual Services	\$93,000	\$79,000	\$0	-100%
Other Charges	\$19,000	\$21,606	\$0	-100%
Total Recreation:	\$373,934	\$363,167	\$0	-100%
Communication				
Personnel Costs	\$305,412	\$284,014	\$294,346	3.6%
Supplies & Materials	\$10,000	\$6,000	\$6,000	0%
Maintenance & Repairs	\$9,000	\$9,000	\$2,000	-77.8%
Occupancy	\$5,500	\$3,000	\$1,200	-60%
Contractual Services	\$20,000	\$8,500	\$5,000	-41.2%
Other Charges	\$21,188	\$7,012	\$4,500	-35.8%
Total Communication:	\$371,100	\$317,526	\$313,046	-1.4%
Administration				
Personnel Costs	\$224,657	\$47,489	\$57,848	21.8%
Supplies & Materials	\$10,100	\$3,925		N/A
Occupancy	\$900	\$4,000	\$5,000	25%
Contractual Services	\$13,000	\$9,640	\$8,000	-17%
Other Charges	\$171,823	\$279,490	\$303,500	8.6%
Total Administration:	\$420,480	\$344,544	\$374,348	
Total Community Engagement:	\$1,165,514	\$1,025,237	\$687,394	-33%
Total Community Services:	\$1,165,514	\$1,025,237	\$687,394	-33%
Total Expenditures:	\$1,165,514	\$1,025,237	\$687,394	-33%

### **Personnel Schedule**

POSITION TITLE	ACTUAL FY2023	ACUTAL FY2024	PROPOSED FY2025
ADMINISTRATION			
Community Impact Manager	0	0	0
Main Street Manager	1	0	0
Special Events Manager	1	.35	.5
TOTAL	2	.35	.5
RECREATION			
Recreation Manager	1	1	0
Recreation Coordinator	1	1	0
Recreation Workers	<u>1.5</u>	<u>1.5</u>	<u>0</u>
TOTAL	3.5	3.5	0
COMMUNICATION			
Public Information Manager	1	1	1
Digital Media Specialist	1	1	1
Digital Media Designer	1	1	1
TOTAL	3	3	3
TOTAL	8.5	6.85	3.5

### **GOALS AND OBJECTIVES**

#### **ADMINISTRATION**

#### **Identified Transformation Strategies for FY25:**

Strategy #1: Create a tourist/Tourism based economy.

- Goal #1: Increase awareness of assets that are already established and increase overall promotion.
- Goal #2: Strategically recruit and support niche businesses that encourage tourism.

Strategy #2: Develop a more family-focused environment.

- Goal #1: Enhance and promote our recreational assets with the district.
- Goal #2: Encourage events held downtown to have added children's activities.

### **PUBLIC INFORMATION**

Communication is often a challenge and a problem to be solved, with messages competing against entertainment, social, and large corporation advertising. Public Information seeks to create high-impact messages and deliver them to the proper audience with clarity, accuracy, and often times urgency.

- Provide comprehensive "gavel to gavel" documentation and broadcasting of the City Council, Bastrop EDC, and Planning & Zoning Commission meetings
- Communicate new services, changes/interruptions of services, and public announcements to the citizens of the City and surrounding areas effectively and efficiently
- This year the team plans to work with the website vendor on the rebuild of the City Website
- Deliver audiences to events, seminars, public input sessions, and other occasions of public interest
- Respond to all citizens and media inquiries with accurate information
- Support all city departents and boards with any communication, marketing, branding, and promotional needs
- Support city meetings with audio/visual functions including presentations, remote meetings, and logistical setup

An investment into the police department enhances community policing strategies. Preparing for an increasing population and density by addressing needed resources, such as staffing, enables the department the ability to strive to maintain the community's expected level of service and foster a positive internal and external environment.

#### Department Services

Overall, the primary function of a police department is to provide services in categories such as violent crimes, property crimes, public disturbances, death investigations and traffic offenses, to name a few. In addition, our department is charged with customer service tasks in relation to mental health, victims services, administration, the homeless population and the management of public safety.



**Expenditures Summary** 



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# Significant Base Budget Changes for FY 2025

This department is made up of 5 divisions to better track the personnel and expenses for different initiatives.

The personnel costs in all divisions have increased as explained in the personnel changes overview.

### **ADMINISTRATION**

A lieutenant position was added to administration. Equipment such as radios, body cameras, tactical tools, and stop sticks have been requested as a tool to help our officers perform their duties effectively and efficiently as well as keep them safe. There has also been an addition of new software to maintain the department data and equipment.

### **CODE ENFORCEMENT/ANIMAL CONTROL**

No significant changes in for FY 2025.

### CID

This division's budget decreased based on an employee being promoted to lieutenant and the position being reallocated to administration.

### PATROL

To better serve our community, our department has requested additional sworn personnel to address low allotted staffing levels. This budget includes the addition of 2 FTEs.

### **CRIME PREVENTION**

The budget for supplies was increased for additional expenses related to community events and programs.

# **Expenditures by Expense Type**

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects				
Personnel Costs	\$3,068,395	\$3,409,011	\$4,147,703	21.7%
Supplies & Materials	\$166,801	\$183,880	\$388,002	111%
Maintenance & Repairs	\$116,080	\$126,600	\$271,845	114.7%
Occupancy	\$46,622	\$40,457	\$44,294	9.5%
Contractual Services	\$533,295	\$636,050	\$982,337	54.4%
Other Charges	\$93,692	\$95,361	\$118,579	24.3%
Total Expense Objects:	\$4,024,885	\$4,491,359	\$5,952,760	32.5%

# **Expenditures by Function**

Name	FY2023 Budgeted FY2024 Budgeted FY2025 Bud		FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expenditures				
Public Safety				
Police				
Administration				
Personnel Costs	\$710,394	\$751,736	\$1,042,580	38.7%
Supplies & Materials	\$35,622	\$42,502	\$176,577	315.5%
Maintenance & Repairs	\$56,287	\$85,800	\$227,545	165.2%
Occupancy	\$46,622	\$40,457	\$44,294	9.5%
Contractual Services	\$482,930	\$592,320	\$909,137	53.5%
Other Charges	\$30,868	\$33,360	\$50,240	50.6%
Total Administration:	\$1,362,723	\$1,546,176	\$2,450,373	58.5%
Code Enforcement				
Personnel Costs	\$70,676	\$73,173	\$0	-100%
Supplies & Materials	\$3,975	\$3,900	\$O	-100%
Maintenance & Repairs	\$4,253	\$2,500	\$O	-100%
Contractual Services	\$10,615	\$7,540	\$0	-100%
Other Charges	\$15,735	\$14,950	\$0	-100%
Total Code Enforcement:	\$105,254	\$102,063	\$0	-100%
Police-CID				
Personnel Costs	\$642,928	\$643,752	\$581,568	-9.7%
Supplies & Materials	\$17,500	\$15,700	\$29,150	85.7%
Maintenance & Repairs	\$11,790	\$7,800	\$7,800 \$7,800	
Contractual Services	\$7,800	\$8,200	00 \$24,100	
Other Charges	\$15,360	\$15,360	\$26,904	75.2%
Total Police-CID:	\$695,378	\$690,812	\$669,522	-3.1%
Police-Patrol				

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs FY2025 Budgeted (% Change
Personnel Costs	\$1,521,921	\$1,824,543	\$2,399,863	31.5%
Supplies & Materials	\$106,704	\$106,265	\$157,925	48.69
Maintenance & Repairs	\$41,250	\$28,000	\$27,500	-1.8
Contractual Services	\$28,525	\$26,550	\$45,300	70.69
Other Charges	\$27,511	\$27,511	\$35,500	299
Total Police-Patrol:	\$1,725,910	\$2,012,869	\$2,666,088	32.5
Police-Crime Prevention				
Personnel Costs	\$122,476	\$115,807	\$123,692	6.8
Supplies & Materials	\$3,000	\$15,513	\$24,350	57
Maintenance & Repairs	\$2,500	\$2,500	\$9,000	260
Contractual Services	\$3,425	\$1,440	\$3,800	163.9
Other Charges	\$4,218	\$4,180	\$5,935	42
Total Police-Crime Prevention:	\$135,619	\$139,440	\$166,777	19.6
Total Police:	\$4,024,885	\$4,491,359	\$5,952,760	32.5
Total Public Safety:	\$4,024,885	\$4,491,359	\$5,952,760	32.5
otal Expenditures:	\$4,024,885	\$4,491,359	\$5,952,760	32.5

# **Personnel Schedule**

POSITION TITLE	ACTUAL FY2023	BUDGET FY2024	PROPOSED FY2025
ADMINISTRATION			
Chief of Police	1	1	1
Asst Chief of Police	I	1	0
Lieutenant	1	1	3
Senior Records Technician	1	1	1
Records Technician	1	1	1
Executive Admin Asst	1	1	1
Crime Victime Advocate	0	1	1
Evidence Technician	1	1	1
Open Records Clerk	0	0	1
TOTAL	7	8	10
CODE ENFORCEMENT/ANIMAL CONTROL			
Anicmal Control Officer & Code Compliance	1	<u>1</u>	1
TOTAL	1	1	1
CID			
Police Sergeant	1	1	1
Police Detective	<u>5</u>	<u>5</u>	<u>5</u>
TOTAL	6	6	6
PATROL			
Police Sergeant	4	4	4
Police Officer	<u>12</u>	<u>14</u>	<u>16</u>
TOTAL	16	18	20
Police Sergeant	0	0	1
Police Officer	1	<u>1</u>	<u>O</u>
TOTAL	1	1	1
TOTAL	31	34	38

### Goals

Over the next five years the City of Bastrop Police Department currently has 4 (four) outlined goals and 15 (fifteen) objectives that are in keeping with our Mission.

The objectives / goals are as follows:

#### **1.** To invest in the department's workforce.

- Deliver valuable human capital management services that are aligned with the City of Bastrop's mission and strategic goals.
- Nurture a culture of transparency and collaboration that leverages employees' unique talents, skills and perspectives.
- Recruit, train and retain the workforce needed to meet and accomplish the mission of the department and the city now and in the future.
- Enhance practices to support and sustain a high performing workforce.
- 2. Enhance Information gathering, analysis, utilization and dissemination.
  - Evaluate our current capabilities and our needed capabilities to enable us to maximize the use of information gathering.
  - Establish and re-evaluate processes that convert information and data into actionable communications for our department and the community.
  - Optimize and influence the use of technology to enhance our data analysis, crime solving abilities and information dissemination.
  - Continue to foster and expand our working relationships with multiple partners.

### 3. Uphold department wide accountability

- Optimize the efficiency and deployment of our people and assets.
- Enhance internal controls, transparency and adherence to Best Practices to support the efficient use of department resources, to include fiscally.
- Continue to review and implement standards the meet and exceed Best Practices for our environment.
- 4. Optimize our operational capacity, readiness levels, resiliency and mission requirements.
  - Continue to assess and adapt our operational capabilities to maximize our readiness to meet the needs of the community.
  - Consistently evaluate our service capabilities and communications with members of our community, and other organizations.
  - Evaluate and make requests that invest in our department's employees, promoting a positive environment of professionalism.
  - Identify industry leading systems and equipment while seeking appropriate resources to help in the success of our department.

# To clearly link the above referenced Goals and Objectives to overall goals set by council they have been broken down by Focus area:

The City of Bastrop Police Department's mission is to effectively and efficiently provide for the protection of lives and property, preserve the peace, and provide needed community services with the highest level of professionalism and ethical standards.

In keeping with our mission:

#### COMMUNICATION:

Transparency of our department through posting crime statistics on our website and social media. Established an Open Records Clerk position to ensure all requests are addressed and fulfilled in a timely manner.

#### **COMMUNITY SAFETY:**

Request the establishment of additional officers to help increase the safety of our officers, which is a growing need. And increase the visible presence and customer service requirements by community members.

#### **ECONOMIC VITALITY:**

The police department has steadily been working on initiatives that contribute to economic vitality such a promoting our department as a positive and stable environment to work. In addition our department is working to ensure members of the department have opportunities for success and room to grow.

#### FISCAL RESPONSIBILITY:

Our department continues to evaluate crime and workload data judiciously and implement measures on evaluating police performance effectively.

#### MANAGE GROWTH:

Continuation of cadet program. Improved recruiting visibility. Restructure and reorganize positions within our department to minimize individuals performing more than one job. Updated our policy and procedures.

#### **MULTI-MODAL MOBILITY:**

Reevaluate the lease program with Enterprise.

#### ORGANIZATIONAL EXCELLENCE:

Reiterating our mission to the officers and focusing on developing a positive internal culture. Working on developing leaders who are committed to continuous professional improvement of the agency.

#### UNIQUELY BASTROP:

Regardless of having an increased call volume, our officers strive to try to maintain a small town 'feel'.

The Bastrop Fire department is committed to protecting life and property of the citizens and visitors of our community by responding to emergencies and building relationships. We commit to professional service by maintaining our skills, knowledge, and abilities.



**Expenditures Summary** 



# Significant Base Budget Changes for FY 2025

The personnel costs in all divisions have increased by overall compensation adjustments explained in the personnel changes overview.

This department consists of four (4) divisions as follows:

#### ADMINISTRATION

The administrative division saw no major changes this year. There were minor increases of .7% due to additional funding for station supplies and needs to support 24/7 operations, however these costs were offset by the personnel cost category having a decrease in salary from the previous Fire Chief moving to the Assistant City Manager and current Fire Chief being at a lower step and grade which will be reflected in the Personnel Cost Category.

#### **OPERATIONS**

The operations division will see a 35.4% increase over last year and this is due to several factors. The main factor is the addition of two pieces of equipment, a Lucas device as a LifePak monitor, these two items will allow us to provide better care for the citizens. The other factor for the increase is due to the rising cost of gear and to update old expiring gear necessary to stay in compliance with the State requirements.

#### VOLUNTEER

This total budget is being decreased by 20.2% over last year's budget.

#### **EMERGENCY MANAGEMENT**

This total budget is being decreased by 56.9% over last year's budget.

# **Expenditures by Function**

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expenditures				
Public Safety				
Fire				
Administration				
Personnel Costs	\$152,786	\$377,574	\$358,492	-5.1%
Supplies & Materials	\$28,800	\$30,800	\$34,300	11.4%
Maintenance & Repairs	\$11,114	\$11,114	\$11,150	0.3%
Occupancy	\$49,010	\$49,010	\$49,010	0%
Contractual Services	\$91,111	\$99,259	\$142,273	43.3%
Other Charges	\$25,035	\$33,615	\$30,685	-8.7%
Total Administration:	\$357,856	\$601,372	\$625,910	4.1%
Operational				
Personnel Costs	\$763,618	\$835,256	\$925,458	10.8%
Supplies & Materials	\$54,090	\$49,290	\$53,990	9.5%
Maintenance & Repairs	\$64,811	\$67,346	\$68,346	1.5%
Contractual Services	\$14,910	\$14,910	\$16,480	10.5%
Other Charges	\$11,770	\$12,174	\$12,174	0%
Total Operational:	\$909,199	\$978,976	\$1,076,448	10%
Volunteer				
Personnel Costs	\$31,851	\$28,586	\$29,404	2.9%
Supplies & Materials	\$14,400	\$14,400	\$10,800	-25%
Contractual Services	\$3,600	\$3,600	\$3,000	-16.7%
Other Charges	\$6,250	\$6,250	\$5,000	-20%
Total Volunteer:	\$56,101	\$52,836	\$48,204	-8.8%
Emergency Management				
Supplies & Materials	\$16,250	\$16,250	\$3,750	-76.9%
Maintenance & Repairs	\$0	\$0	\$450	N/A
Occupancy	\$14,140	\$27,160	\$27,160	0%
Contractual Services	\$7,465	\$7,465	\$7,465	0%
Other Charges	\$1,000	\$1,000	\$1,000	0%
Total Emergency Management:	\$38,855	\$51,875	\$39,825	-23.2%
Total Fire:	\$1,362,012	\$1,685,059	\$1,790,387	6.3%
Total Public Safety:	\$1,362,012	\$1,685,059	\$1,790,387	6.3%
Total Expenditures:	\$1,362,012	\$1,685,059	\$1,790,387	<b>6.3</b> %

# **Expenditures by Expense Type**

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects				
Personnel Costs	\$948,256	\$1,241,416	\$1,313,354	5.8%
Supplies & Materials	\$113,540	\$110,740	\$102,840	-7.1%
Maintenance & Repairs	\$75,925	\$78,460	\$79,946	1.9%
Occupancy	\$63,150	\$76,170	\$76,170	0%
Contractual Services	\$117,086	\$125,234	\$169,218	35.1%
Other Charges	\$44,055	\$53,039	\$48,859	-7.9%
Total Expense Objects:	\$1,362,012	\$1,685,059	\$1,790,387	6.3%

# **Personnel Schedule**

POSITION TITLE	ACTUAL FY2023	BUDGET FY2024	PROPOSED FY2025
ADMINISTRATION			
Fire Chief	1	1	1
Fire Assistant Chief	0	1	1
Executive Admin Asst	<u>0</u>	1	1
TOTAL	1	3	3
OPERATIONAL			
Captain	1	0	0
Fire Lieutenant	2	3	3
Firefighter	<u>6</u>	<u>6</u>	<u>6</u>
TOTAL	9	9	9
TOTAL	10	12	12

### Goal #1

**COMMUNITY SAFETY** - ensure the average response for daytime calls for service (CFS) is within 8 minutes.

Measures: % of time within 8 minutes

Actual	Goal	Actual	Goal
FY2023	FY2024	FY2024	FY2025
97%	98%	99%	100%

Goal #2

**COMMUNITY SAFETY** - ensure the average response for nighttime calls for service (CFS) is within 10 minutes.

Measures: % of time within 10 minutes

Actual	Goal	Actual	Goal
FY2023	FY2024	FY2024	FY2025
98%	100%	99%	

Goal #3

**COMMUNITY SAFETY** - ensure firefighters receive a minimum of 56 hours of training within the budgeted year.

Measures: % of time min. 56 hours of training

Actual	Goal	Projected	Goal
FY2023	FY2024	FY2024	FY2025
98%	100%	99%	100%

BASTROPT

To provide a fair and equitable court of record in a user-friendly environment.



**Expenditures Summary** 



### **\$149,880** (39.50% vs. prior year)

# **Significant Base Budget Changes for FY 2025**

There are no significant changes to this budget. It is down 4.2% over FY 2023 budget.

BASTROPTX

# **Expenditures by Expense Type**

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects				
Personnel Costs	\$251,240	\$247,743	\$263,559	6.4%
Supplies & Materials	\$11,400	\$10,400	\$8,800	-15.4%
Maintenance & Repairs	\$10,413	\$8,550	\$39,150	357.9%
Occupancy	\$4,320	\$4,125	\$4,125	0%
Contractual Services	\$113,054	\$104,890	\$205,824	96.2%
Other Charges	\$5,735	\$3,700	\$7,830	111.6%
Total Expense Objects:	\$396,162	\$379,408	\$529,288	39.5%

### **Personnel Schedule**

POSITION TITLE	ACTUAL FY2022	BUDGET FY2023	PROPOSED FY2024
Court Administrator	1	1	1
Court Clerk / Juvenile Cases	1	1	1
Court Clerk . Trial Coordinator	1	1	1
Court Clerk VOE	.25	.25	<u>.25</u>
TOTAL	3.25	3.25	3.25

# **Engineering and Project Management**

#### Item 9B.

#### WHY?

To assist in analyzing, designing, constructing, and maintaining the City's assets to maintain the community's expected level of service, therefore, allowing the community to grow uniquely, healthy, sustainably, and resiliently.

### **Expenditures Summary**



### **Significant Base Budget Changes for FY 2025**

The personnel costs have increased with the addition of a project manager.

Professional services increased accounting for engineering fees that will be incurred until the director of engineering position is filled.

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects				
Personnel Costs	\$170,211	\$183,664	\$457,017	148.8%
Supplies & Materials	\$3,250	\$14,250	\$9,000	-36.8%
Maintenance & Repairs	\$500	\$500	\$0	-100%
Occupancy	\$1,800	\$1,250	\$2,400	92%
Contractual Services	\$132,150	\$42,150	\$65,000	54.2%
Other Charges	\$5,000	\$7,000	\$8,500	21.4%
Total Expense Objects:	\$312,911	\$248,814	\$541,917	<b>117.8</b> %

### **Expenditures by Expense Type**

BASTROPT

### **Personnel Schedule**

POSITION TITLE	ACTUAL FY2023	BUDGET FY2024	PROPOSED FY2025
Director	.5	.5	.5
Project Manager	1	1	2
Project Manager Coordinator	1	1	1
TOTAL	2.5	2.5	3.5

### Goal #1

**MANAGE GROWTH** - Review of public infrastructure of development submittals making sure submittals are reviewed on time and based on the City's standards which build trust and allow continued growth in the City and ETJ.

### Goal #2

**ECONOMIC VITALITY** - develop the City's CIP and implement projects which will foster sustainable growth in the City.

## Goal #3

FISCAL RESPONSIBILITY - ensuring projects are on time and within budget.

BASTROPTZ

The Bastrop Public Library strives to provide services, materials, and assistance that support informational, recreational, and educational experiences which enhance people's lives.

Department Services:

- a. Provide daily living technological assistance including access to, education about, and assistance with the internet, electronic devices, and other informational, recreational, and educational resources.
- b. Maintain a collection of materials in a variety of formats to support leisure reading and lifelong learning.
- c. Promote discovery, learning and enjoyment through programs, outreach opportunities and community partnerships.
- d. Provide a safe and welcoming space for the community to socialize, study, work, learn and connect with others.
- e. Maintain a collection of materials to support historical research and celebrate the unique history of Bastrop.



**Expenditures Summary** 



BASTROPTZ

# Significant Base Budget Changes for FY 2025

There were no significant base budget increases in FY 2025. Small changes are due to increased costs from third party vendors

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects				
Personnel Costs	\$677,118	\$740,001	\$811,672	9.7%
Supplies & Materials	\$71,585	\$78,055	\$82,790	6.1%
Maintenance & Repairs	\$5,545	\$5,890	\$6,800	15.4%
Occupancy	\$34,740	\$34,740	\$36,020	3.7%
Contractual Services	\$8,750	\$14,990	\$15,965	6.5%
Other Charges	\$16,787	\$10,895	\$15,285	40.3%
Total Expense Objects:	\$814,525	\$884,571	\$968,532	9.5%

# **Expenditures by Expense Type**

# **Personnel Schedule**

POSITION TITLE	ACTUAL FY2023	BUDGET FY2024	PROPOSED FY2025
Director	1	1	1
Access Services Supervisor	1	1	1
Youth Services Librarian	0	1	1
Librarian - Public Services	0	1	1
Library Associate	6	5	4
Communication Technical Specialist	1	1	1
Executive Admin Asst	.625	.625	.625
Library Clerk - VOE	1	1	1.5
Library Clerk - Summer	<u>.5</u>	.5	<u>.5</u>
TOTAL	11.125	11.125	11.625

### Goals

- 1. Develop relationships and connections in the community that increase the library's partnership and outreach opportunities.
- 2. Improve the quality and depth of the collection to foster reading enjoyment, discovery, and knowledge by replacing outdated materials with items that reflect the diversity of our community and its interests
- 3. Ensure equitable and inclusive access to library services by updating policies and procedures.
- 4. Prioritize engaging customer service and a commitment to providing a pleasurable library experience for all users.
- 5. Increase participation in foundational programs such as Story time and Teen Thursdays.
- 6. Increase program offerings for adults that are enjoyable and informational.
- 7. Increase library usage through partnerships, outreach, and informational campaigns to bring awareness of library services.

The Fleet and Facilities Department plays a critical role in ensuring the smooth operation of city services. We are responsible for managing the city's vehicle fleet, maintaining all public facilities, and providing logistical support to departments across the city.

A well-maintained fleet and efficient facilities are essential for city employees to perform their duties effectively. Our department directly supports the City Council's goals of providing efficient and reliable public services, promoting a safe work environment for employees, and maximizing the lifespan of city assets.



**Expenditures Summary** 



# Significant Base Budget Changes for FY 2025

The Fleet & Facilities department takes center stage this year, and its budget reflects the significant responsibilities it shoulders. As a newly formed entity, Fleet & Facilities inherits duties previously spread across multiple departments. This consolidation brings several advantages, including streamlined operations and improved efficiency. However, it also necessitates a substantial budget to ensure a smooth transition and effective service delivery.

Here's a breakdown of why Fleet & Facilities has a significant budget allocation:

- **Startup Costs:** Establishing a new department involves setting up infrastructure, acquiring necessary equipment, and identifying deferred maintenance. These initial investments are crucial for the department's successful launch.
- **Inventory Management:** Fleet & Facilities now encompasses the management of vehicles and facilities previously handled by individual departments. This requires taking stock of existing assets, which may necessitate repairs, upgrades, or replacements.
- **Unforeseen Needs:** While historical data from previous departments provides a baseline, unforeseen issues or maintenance needs can arise within the newly consolidated fleet and facilities. The budget accounts for this potential by including a buffer for unexpected costs.

While the Fleet & Facilities budget may seem substantial initially, it's an investment in creating a more efficient and cost-effective system in the long run. The consolidation promises streamlined operations, improved asset utilization, and potentially reduced redundancies, leading to future budgetary adjustments.

# **Expenditures by Division**

Name	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expenditures		
General Government		
Fleet & Facilities		
Personnel Costs	\$787,897	N/A
Supplies & Materials	\$56,529	N/A
Maintenance & Repairs	\$382,582	N/A
Occupancy	\$8,100	N/A
Contractual Services	\$119,061	N/A
Other Charges	\$9,513	N/A
Total Fleet & Facilities:	\$1,363,682	N/A
Total General Government:	\$1,363,682	N/A
Total Expenditures:	\$1,363,682	N/A

# **Expenditures by Expense Type**

Name	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects		
Personnel Costs	\$787,897	N/A
Supplies & Materials	\$56,529	N/A
Maintenance & Repairs	\$382,582	N/A
Occupancy	\$8,100	N/A
Contractual Services	\$119,061	N/A
Other Charges	\$9,513	N/A
Total Expense Objects:	\$1,363,682	N/A

# **Personnel Schedule**

POSITION TITLE		ACTUAL FY2023	BUDGET FY2024	PROPOSED FY2025
BUILDING MAINTENANCE				
Fleet and Facilities Manager		0	0	1
Fleet and Facilities Analyst		0	0	1
Crew Leader Building Maintenance/Custodial		1	1	1
Maintenance Supervisor		1	0	0
Facility Attendant Conv Center		1	0	0
Building Custodian		4	4	4
Building Maintenance Worker		1	1	1
Special Event Worker		2	0	0
Mechanic		0	0	1
Executive Administrative Assistant		<u>0</u>	<u>0</u>	1
то	TAL	10	6	10

# **Goals and Objectives**

The Fleet and Facilities Department's goals are directly linked to City Council's overall goals of:

- Efficient City Services: By providing reliable and readily available vehicles, we ensure timely completion of city services.
- **Fiscal Responsibility:** We prioritize cost-effective vehicle acquisition and maintenance, while maximizing the lifespan of facilities and assets.
- **Employee Well-being:** We maintain safe and healthy work environments that contribute to employee satisfaction.
- Environmental Sustainability: We continuously seek ways to lower the environmental impact of our fleet and facilities through fuel-efficient vehicles, green building initiatives, and energy conservation practices.

#### **Performance Measures:**

- Vehicle uptime and downtime percentages.
- Average repair cost per vehicle.
- Average fuel efficiency of the fleet.
- Energy consumption reduction targets achieved.
- Cost of repair and maintenance per square foot of facility space.

To increase the quality of life for our residents by creating a high caliber park and recreation system. Through these efforts our committed team works to build a stronger, more connected community and to stimulate economic growth.

### **Department Service**

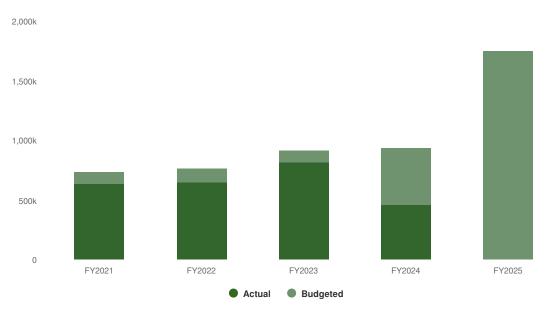
- Grooming and maintaining 11 parks & 1 walking trail
- Operation of Recreation Center
- Community Park and Recreation activities and special events
- 2 Large City events
- Permitting for all community special events



### **Expenditures Summary**



#### Parks Proposed and Historical Budget vs. Actual



### **Significant Base Budget Changes in FY 2025**

- FY25 is the first Park & Recreation Department budget. In FY24 Parks funding was in the Public Works Budget and Recreation was a part of the Community Engagement budget.
- The River of Lights cost was moved from Community Engagement to be shared in the Park & Recreation and Bastrop Power & Light budgets.

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects				
Personnel Costs				
OPERATIONAL SALARIES-PARKS	\$408,411	\$459,951	\$0	-100%
LONGEVITY	\$2,400	\$2,940	\$0	-100%
OVERTIME-PARKS	\$40,000	\$40,000	\$0	-100%
SOCIAL SECURITY	\$33,843	\$38,251	\$0	-100%
RETIREMENT	\$58,027	\$62,901	\$0	-100%
GROUP INSURANCE	\$101,320	\$87,963	\$0	-100%
WORKERS COMPENSATION	\$7,660	\$7,660	\$0	-100%
OPERATIONAL SALARIES			\$655,500	N/A

### **Expenditures by Expense Type**

BASTROPTX

ame	FY2023	FY2024	FY2025 Budgeted	FY2024 Budgeted
	Budgeted	Budgeted		FY2025 Budgeted Chang
LONGEVITY			\$2,760	
OVERTIME			\$40,000	N
SOCIAL SECURITY			\$50,150	N
RETIREMENT			\$87,900	N
GROUP INSURANCE			\$107,850	N
WORKERS COMP			\$17,037	N
Total Personnel Costs:	\$651,660	\$699,666	\$961,197	37.4
Compliant D. Mathemia I.				
Supplies & Materials				
SUPPLIES	\$3,200	\$3,200		Ν
POSTAGE	\$50	\$50		Ν
	\$100	\$100		N
SAFETY/FIRST AID	\$2,000	\$2,000		N
IRRIGATION SUPPLIES	\$4,500	\$4,500		Ν
JANITORIAL SUPPLIES	\$5,500	\$5,500		Ν
EQUIPMENT	\$3,600	\$3,600		١
CHEMICALS/PESTICIDES	\$3,000	\$3,000		١
SMALL TOOLS	\$1,500	\$1,500		1
FUEL AND LUBE	\$17,600	\$17,600		١
SUPPLIES			\$13,000	Ν
POSTAGE			\$100	1
OFFICE EQUIPMENT/FURNITURE			\$1,000	١
EQUIPMENT			\$6,500	1
IRRIGATION SUPPLIES			\$4,500	١
JANITORIAL SUPPLIES			\$8,100	١
CHEMICALS/PESTICIDES			\$3,000	1
SMALL TOOLS			\$6,500	١
FORMS PRINTING			\$7,000	١
FUEL			\$18,000	١
Total Supplies & Materials:	\$41,050	\$41,050	\$67,700	64.
Maintenance & Repairs				
EQUIPMENT MAINTENANCE	\$5,000	\$5,000		1
VEHICLE MAINTENANCE	\$6,000	\$6,000		1
CITY HALL GROUNDS	\$2,200	\$2,200		١
RIVERFRONT PARK EXPENSES	\$63,000	\$24,500	\$0	-10
LITTLE LEAGUE PARK EXPENS	\$6,500	\$6,500		١
DOG BARK PARK EXPENSE	\$2,400	\$2,400		Ν
DELGADO PARK MAINTENANCE	\$1,600	\$2,700		١
OLD IRON BRIDGE	\$250	\$250		١
FIREMANS PARK/SOFTBALL FIELD	\$3,500	\$3,500		Ν
PECAN PARK MAINTENANCE	\$4,500	\$4,500		Ν
RIVERWALK MAINTENANCE	\$7,300	\$7,300		Ν

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted FY2025 Budgeted Chang
MAYFEST PARK - LOOP 150	\$3,000	\$3,000		N
SPLASH PAD	\$2,800	\$2,800		Ν
TREE USA MAINTENCE PROGRAM	\$5,000	\$5,000		Ν
BOB BRYANT PARK	\$7,500	\$7,500		Ν
JEWELLS PARK	\$2,400	\$2,400		Ν
GATEWAYS/HWY 71 LANDSCAPING	\$3,000	\$3,000		N
KERR COMMUNITY PARK	\$2,400	\$3,500		N
EQUIPMENT MAINTENANCE			\$9,000	N
CITY HALL GROUNDS MAINTENANCE			\$3,000	N
RIVERFRONT PARK MAINTENANCE			\$20,000	Ν
LITTLE LEAGUE PARK MAINTENANCE			\$4,000	N
DOG PARK MAINTENANCE			\$2,700	Ν
DELGADO PARK MAINTENANCE			\$14,700	Ν
OLD IRON BRIDGE			\$250	N
FIREMAN'SPARK/SOFTBALL FIELD			\$3,000	Ν
PECAN PAKR MAINTENANCE			\$3,000	Ν
RIVERWALK MAINTENANCE			\$16,000	Ν
MAYFEST PARK LP 150 MAINT			\$5,000	Ν
SPLASH PAD MAINTENANCE			\$4,000	N
TREE USA MAINTENCE PROGRAM			\$7,000	Ν
BOB BRYANT PARK MAINTENANCE			\$17,500	N
BASTROP RIVER OF LIGHTS			\$100,000	N
JEWELL'S PARK MAINTENANCE			\$2,000	N
GATEWAYS/HWY 71 LANDSCAPING			\$3,000	N
KERR COMMUNITY PARK MAINTENANCE			\$13,500	Ν
Total Maintenance & Repairs:	\$128,350	\$92,050	\$227,650	147.3
Occupancy				
COMMUNICATIONS	\$3,120	\$3,120		Ν
SPLASH PAD UTILITIES	\$33,000	\$33,000		Ν
LITTLE LEAGUE UTILITIES	\$14,000	\$19,000		Ν
TXDOT UTILITY IRRIGATION METER	\$12,500	\$12,500		Ν
PARKS AND TRAILS UTILITIES	\$17,000	\$17,000		Ν
COMMUNICATIONS			\$3,500	Ν
SPLASH PAD UTILITIES			\$35,000	Ν
LITTLE LEAGUE UTILTIES			\$20,000	N
TXDOT UTILITY IRRIGATION METER			\$13,000	Ν
PARKS & TRAILS UTILITIES			\$15,000	N
Total Occupancy:	\$79,620	\$84,620	\$86,500	2.2
Contractual Services				
PROFESSIONAL SERVICES	\$5,000	\$5,000		N

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (%
	5	5		Change)
UNIFORMS	\$8,000	\$8,000		N/A
PROFESSIONAL SERVICES			\$5,000	N/A
CREDIT CARD PROCESSING FEE			\$5,000	N/A
UNIFORMS			\$8,000	N/A
CONTRACTED SERVICES			\$208,000	N/A
EQUIPMENT RENTAL			\$1,000	N/A
VEHICLE/EQUIP REPLACEMENT FEE			\$50,467	N/A
Total Contractual Services:	\$13,000	\$13,000	\$277,467	2,034.4%
Other Charges				
ADVERTISING	\$800	\$800		N/A
TRAVEL AND TRAINING	\$2,500	\$2,500		N/A
DUES, SUBSCRITPION AND PUB.	\$300	\$300		N/A
EQUIPMENT RENTAL	\$500	\$500		N/A
ADVERTISING			\$2,500	N/A
TRAVEL AND TRAINING			\$5,600	N/A
DUES, SUBSCRIPTION AND PUB			\$2,500	N/A
RECREATION PROGRAMS			\$16,000	N/A
Total Other Charges:	\$4,100	\$4,100	\$26,600	548.8%
Capital Outlay				
SPECIAL PROJECTS			\$100,000	N/A
Total Capital Outlay:	\$0	\$0	\$100,000	N/A
Total Expense Objects:	\$917,780	\$934,486	\$1,747,114	<b>87</b> %

## **Objectives and Goals**

The completion of the 10 year Parks , Recreation and Open Space Master Plan in August of 2023, identified some clear goals for this department.

- 1. Enhance the quality and maintenance of the Parks.
  - a. Standardize equipment used in the parks-1) Branding 2) Faster repairs
  - b. Establish a better more effective regular maintenance plan.
- 2. Develop additional recreational programs for the community.
  - a. Develop more youth recreational opportunities.
  - b. Enhance and develop more family recreation opportunities.
- 3. Create a more welcoming park system for all.
- a. Identify and enhance access for all.
  - b. Create opportunities for all abilities.
- 4. Develop and enhance community partnership to provide more services to the community.
  - a. Create a standardize MOU for clearer expectations
  - b. Continue to develop more partnerships with organizations, groups and non-profit organizations to enhance service delivery.

## **Personnel Schedule**

POSITION TITLE	ACTUAL FY2023	BUDGET FY2024	PROPOSED FY2025
PARKS			
Parks Director	0	0	1
Crew Leader	0	0	1
Equipment Operator	0	0	1
Maintenance Worker	0	0	4
Seasonal Maintenance Worker	0	0	.185
Athletic Field Maintenance	0	0	1
Facilities Maintenance Worker	0	0	1
Recreation Coordinator	0	0	1
Recreation Workers - Temp	0	0	2
Technician Parks	0	0	1
TOTAL	0	0	13.185

#### WHY?

To protect the public's health and safety through proper treatment, operation, and maintenance of the water and wastewater systems.

## **Department Description**

The Water/Wastewater Fund is utilized to account for the financial activities related to the provision of water and wastewater services to residents in the City's service territory. The City's Water and Wastewater divisions are separated into four (4) subcategories: Administration, Water Distribution/Collection, Wastewater Treatment, and Water Treatment.Water distribution is provided through 89.75 miles of water main lines. It provides clean water to approximately 4,578-meter connections. The system pressure helps lower the cost of insurance by providing adequate fire flow at each of 769 fire hydrants. Wastewater collection conveys the wastewater leaving our homes and businesses to a wastewater treatment plant through approximately 72.5 miles of sewer main line. Wastewater treatment is vital to maintaining a safe and clean drinking water source and protection of our river's ecosystem.



BASTROPT?

## **Expenditures Summary**

Item 9B.



## **Expenditures by Expense Type**

Significant changes were made to the following expense categories:

- Professional Services has increased by \$22,000 to accommodate more additional State and Federal reporting requirements, and to support growing development planning needs.
- System Maintenance shows a significant change in funding, due to a one-time transfer of \$150,000 from the Capital Fund for Tahitian Village manhole replacements and rehabilitation.
- \$15,000 has been added to Water Treatment and Production Chemicals to align with new treatment processes at the Simsboro Water Treatment Plant.

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY25 Budget Book EWM (Water/Wastewater Fund) (% Change)
Expense Objects				
Personnel Costs	\$2,059,463	\$2,028,064	\$2,387,635	18%
Supplies & Materials	\$266,070	\$322,600	\$393,600	22%
Maintenance & Repairs	\$673,380	\$740,780	\$878,750	18.6%
Occupancy	\$340,300	\$537,900	\$554,700	3.1%
Contractual Services	\$1,521,372	\$1,520,620	\$1,595,944	4.8%
Other Charges	\$43,340	\$38,270	\$37,270	-2.6%
Contingency	\$10,000	\$10,000	\$10,000	0%
Transfers Out	\$3,678,400	\$4,375,000	\$3,760,000	-14.1%
Total Expense Objects:	\$8,592,325	\$9,573,234	\$9,617,899	0.5%

## **Expenditures by Function**

The Water/Wastewater Fund is separated into four divisions: administration, distribution/collection, water production/treatment, and wastewater treatment.

There are no major changes to the divisions. The total personnel count is still 23 after the addition of 4 FTE's in the FY 2023 budget.

Name FY2	2023 Budgeted FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
----------	-------------------------------	-----------------	--

Name	FY2023 Budgeted	FY2024 Budgeted	FY2025 Budgeted	FY2024 Budgeted VS
name	F Y2023 Buagetea	F Y2024 Buagetea	F 12025 Buagetea	FY2024 Budgeted vs FY2025 Budgeted (% Change
Expenditures				
Water/Wastewater				
Administration				
Personnel Costs	\$645,486	\$466,026	\$591,583	26.9%
Supplies & Materials	\$29,900	\$34,400	\$24,700	-28.29
Maintenance & Repairs	\$7,780	\$21,780	\$7,350	-66.39
Occupancy	\$14,500	\$17,100	\$19,700	15.29
Contractual Services	\$1,114,031	\$1,184,260	\$1,248,584	5.4%
Other Charges	\$27,470	\$22,400	\$21,400	-4.59
Contingency	\$10,000	\$10,000	\$10,000	09
Transfers Out	\$3,678,400	\$4,375,000	\$3,760,000	-14.19
Total Administration:	\$5,527,567	\$6,130,966	\$5,683,317	-7.3%
W/Ww Distribut/Collect				
Personnel Costs	\$554,718	\$580,416	\$797,505	37.49
Supplies & Materials	\$108,820	\$111,900	\$161,900	44.79
Maintenance & Repairs	\$99,500	\$11,900	\$264,000	135.7
Contractual Services	\$123,623	\$17,000	\$17,000	0
Other Charges	\$4,500	\$4,500	\$4,500	00
Total W/Ww Distribut/Collect:	\$891,161	\$825,816	\$1,244,905	50.79
	4051,101	\$025,010	\$1,244,505	50.77
Water Production/Treat				
Personnel Costs	\$394,673	\$434,057	\$564,545	30.1
Supplies & Materials	\$87,350	\$108,300	\$128,500	18.79
Maintenance & Repairs	\$280,800	\$282,300	\$290,000	2.7
Occupancy	\$145,800	\$145,800	\$160,000	9.79
Contractual Services	\$191,484	\$239,860	\$239,860	09
Other Charges	\$5,690	\$5,690	\$5,690	09
Total Water Production/Treat:	\$1,105,797	\$1,216,007	\$1,388,595	14.22
WW Treatment Plant				
Personnel Costs	\$464,586	\$547,565	\$434,002	-20.7
Supplies & Materials	\$40,000	\$68,000	\$78,500	15.44
Maintenance & Repairs	\$285,300	\$324,700	\$317,400	-2.2
Occupancy	\$180,000	\$375,000	\$375,000	0
Contractual Services	\$92,234	\$79,500	\$90,500	13.8
Other Charges	\$5,680	\$5,680	\$5,680	0
Total WW Treatment Plant:	\$1,067,800	\$1,400,445	\$1,301,082	-7.19
Total Water/Wastewater:	\$8,592,325	\$9,573,234	\$9,617,899	0.59
Total Expenditures:	\$8,592,325	\$9,573,234	\$9,617,899	0.5%

## **Personnel Schedule**

POSITION TITLE		ACTUAL FY2023	BUDGET FY2024	PROPOSED FY2025
ADMINISTRATION DIVISION				
Director		.5	.5	1
City Engineer		.5	.5	.5
Superintendent		1	1	1
Mechanic		0	0	1
Special Programs Coordinator		1	1	1
Executive Administrative Assistant		1	1	1
	TOTAL	4	4	4.5
W/WW DISTRIBUTION/COLLECTION				
Foreman		1	1	1
Crew Leader Systems Tech		1	1	1
Systems Technician		<u>6</u>	<u>6</u>	<u>6</u>
	TOTAL	8	8	8
WATER PRODUCTION/TREATMENT				
Chief Plant Operator		1	1	1
Operators		<u>4</u>	<u>4</u>	<u>4</u>
	TOTAL	5	5	5
WASTEWATER TREATMENT				
Chief Plant Operator		1	1	1
Operators		<u>5</u>	<u>5</u>	<u>6</u>
	TOTAL	6	6	6
	TOTAL	23	23	25.5

## **Recent Accomplishments**

- 1. Tested accuracy of 130 water meters
- 2. Wastewater treatment plant #3 in operation as of May 7, 2024
- 3. Began receiving water at Willow from the Simsboro Wells J and 1 as part of the Water Contingency Plan (Permitted for 1,500 mpg each)
- 4. Continue to camera City sewer lines based on streets requiring rehabilitation per Pavement Condition Index Report
- 5. Installed 760-feet of water main and 340-feet of sewer main as part of the WAter Street Rehab project
- 6. Installed 1,273 feet of 2-inch water line in Block 9 of the Fairview Cemetery as part of the Fairview Cemetery Expansion Project
- 7. Installed antenna at/on Hwy 20 EST (Water tower) in order to expand our automated metering infrastructure capabilities to include the far west side of the City's CCN
- 8. Competed TCEQ Lead Service Line Inventory

## **Goals and Objectives**

- Provide maintenance on 89.75 miles of water main lines, 500 valves, 72.5 miles of wastewater main lines,
   829 manholes, 6 alluvial wells, 3 deep wells, 22 lift stations, 4,578-metered connections from <sup>3</sup>/<sub>4</sub>" to 10", and
   769 fire hydrants.
- Continue to provide safe and reliable drinking water to our customers.
- Conserve the City's water source by continuing to monitor water loss and implement water saving measures.
- Distribute approximately 1.7 million gallons of treated water per day to homes and businesses.
- Collect and treat approximately 1.3 million gallons of wastewater per day.
- Maintain accuracy of well entry point meters at 97% or higher annually.
- Track reliability and response time to work orders for water leaks, after hours call outs and sewer stoppages.
- Completion of the new Simsboro Water Treatment Facility at XS Ranch is scheduled for January 2025.

The Hotel Tax Fund is utilized primarily to account for the receipt and expenditures of funds received by the City from the assessment of hotel occupancy tax. This fund includes several departments; Organizational Funding, Convention Center, Main Street Program, Cultural Arts Commission, and the Rodeo Arena.

## **Organizational Department**

## **CONTRACTUAL SERVICES**

This department is where the city appropriates funding to our Community Assets and to Visit Bastrop. Those Community Assets include the Bastrop Opera House, Bastrop County Historical Society & Visitor Center, and the Lost Pines Art Center. It also budgets for administrative costs related to collecting and auditing Hotel Occupancy Tax.

## **Community Asset Funding**

The FY 2025 proposed funding for each organization is:

Organization	FY 22-23 Approved Funding	FY 23-24 Approved Funding	FY 24-25 Requested Funding	FY 24-25 Proposed Funding
Bastrop County Historical Society Visitor Center	\$162,986	\$187,434	\$235,454	\$235,434
Bastrop County Historical Society Museum	\$88,411	\$101,673	\$127,298	\$127,298
Bastrop Opera House	\$147,818	\$169,991	\$194,000	\$194,000
Lost Pines Art Center	\$129,660	\$149,109	\$167,950	<u>\$167,950</u>
African American Museum	<u>\$0</u>	<u>\$0</u>	<u>\$50,000</u>	
TOTALS	\$528,875	\$608,207	\$774,702	\$724,702

## Visit Bastrop

Funding provided for Visit Bastrop is established through a contractual agreement. The contract states the City will target 35% of the new Hotel Occupancy Tax (HOT) revenue collected, defined as HOT revenue minus the provision of payment satisfying the City's outstanding debt secured by HOT funds. The amount should not be less than 45% of the total HOT revenues. The FY 2025 payment was calculated per the contract, at \$1,041,950 based on the projected Hotel Occupancy Tax revenue of \$3,500,000. This funding amount does include \$75,000 for special event funding.

## **Professional Service**

The City contracts with Localgov to provide administrative support with collecting, auditing and discovery related to Hotel Occupancy Tax amounting to \$10,000. This is also where the administrative support paid to the General Fund is recorded at \$59,688, down from \$60,757 in FY 2023. This category includes a one-time expenditure item, Hotel Pursuit Costs of \$100,000 (carry-over from FY 2023). This category includes the Community Asset funding noted above.

## **CAPITAL OUTLAY**

None noted

## **TRANSFER OUT**

This transfer represents the outstanding debt secured by Hotel Occupancy Tax funds to the Debt Service Fund.

## **Other Departments**

#### **CONVENTION CENTER**

The most significant change is an increase in personnel costs with the transfer of the staff back to this funds budget (out of the General Fund) and an addition of an administrative assistant mid year of FY 2024. The contractual service line includes \$218,236 in administrative support expenses paid to the General Fund, up from \$215,083 in FY 2024.

#### MAIN STREET PROGRAM

This budget decreased by \$191,293 over the FY 2024 budget. The personnel costs decreased by \$30,800 with the transfer of half of the manager back to General Fund budget. The administrative support transfer to the General Fund went up by \$893. The Downtown Master Plan for \$150,000 was discussed during the FY 2024 budget workshops as an item to add to the FY 2025 budget. It will be postponed until FY2026. This is a large portion of the decrease in professional services by \$180,000.

#### **CULTURAL ARTS COMMISSION**

This budget reflects the items laid out in the Cultural Arts Commission Work Plan presented to City Council in March of 2022.

## **Expenditures by Function**

Name	FY2023 Budgeted	FY2023 Projected	FY2024 Budgeted	FY2025 Budgeted	FY2023 Budgeted vs. FY2024 Budgeted (% Change)
Expenditures					
Hotel Tax Fund					
Organizational Funding					
Contractual Services	\$2,391,975	\$2,876,700	\$2,442,574	\$2,226,340	2.1%
Capital Outlay	\$25,000	\$25,000	\$0	\$0	-100%
Transfers Out	\$523,000	\$523,000	\$518,000	\$517,600	-19
Total Organizational Funding:	\$2,939,975	\$3,424,700	\$2,960,574	\$2,743,940	0.7%
Hospitality & Downtown					
Convention Center					
Personnel Costs	\$0		\$288,122	\$464,377	N//
Supplies & Materials	\$42,300	\$41,700	\$42,300	\$42,800	09
Maintenance & Repairs	\$46,450	\$46,450	\$46,450	\$49,500	09
Occupancy	\$47,100	\$47,100	\$47,100	\$47,100	09
Contractual Services	\$400,472	\$407,972	\$261,083	\$268,036	-34.89
Other Charges	\$26,000	\$22,500	\$22,500	\$24,500	-13.59
Total Convention Center:	\$562,322	\$565,722	\$707,555	\$896,313	25.89
Main Street					
Personnel Costs	\$0		\$160,464	\$122,278	N/
Supplies & Materials	\$20,900	\$10,300	\$11,900	\$11,900	-43.19
Occupancy	\$900	\$900	\$900	\$900	09
Contractual Services	\$161,020	\$147,520	\$210,587	\$31,480	30.89
Other Charges	\$122,510	\$73,010	\$114,510	\$146,010	-6.59
Contingency	\$33,500	\$33,500	\$33,500	\$28,500	09
Total Main Street:	\$338,830	\$265,230	\$531,861	\$341,068	<b>57</b> 9
Total Hospitality & Downtown:	\$901,152	\$830,952	\$1,239,416	\$1,237,381	37.5%
Cultural Arts Commission					
Supplies & Materials	\$2,000		\$2,000	\$2,000	09
Maintenance & Repairs	\$5,000	\$5,730	\$5,000	\$5,000	09
Contractual Services	\$47,500	\$42,500	\$47,500	\$47,500	09
Other Charges	\$1,000	\$1,000	\$1,000	\$1,000	09
Total Cultural Arts Commission:	\$55,500	\$49,230	\$55,500	\$55,500	09
Rodeo					
	\$3,200	\$3,200	\$3,296	\$3,296	70
Occupancy Total Podec:					39
Total Rodeo: Total Hotel Tax Fund:	\$3,200	\$3,200	\$3,296	\$3,296 \$4,040,117	39 9.29
Total Expenditures:	\$3,899,827	\$4,308,082	\$4,258,786	\$4,040,117	9.29

## **Personnel Schedule**

POSITION TITLE		ACTUAL FY2023	BUDGET FY2024	PROPOSED FY2025
CONVENTION CENTER				
Special Event Manager		0	.65	1
Maintenance Supervisor		0	1	1
Facilities Attendant		0	1	1
Special Event Worker		0	1	1
Executive Administrative Assistant		0	0	
	TOTAL	0	3.65	4
MAIN STREET				
Main Street Manager		0	1	.5
Special Event Worker		<u>0</u>	1	<u>1</u>
	TOTAL	0	2	1.5
	TOTAL	0	5.65	5.5

The Main Street Manager is split between General Fund and HOT tax fund. The Special Event Manager was moved completely into the HOT tax fund for FY2025

## Goal #1

## **ECONOMIC VITALITY -** Increase Convention Center revenue.

Measures: Revenue

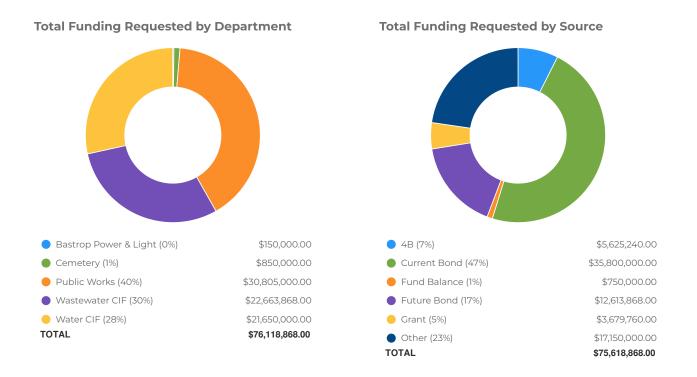
Actual	Goal	Projected	Goal
FY2023	FY2024	FY2024	FY2025
\$194,000	\$264,000	\$266,000 (6%)	\$270,000 (1.5%)

Item 9B.

# **CAPITAL IMPROVEMENTS**

# Total Capital Requested \$76,118,868

#### **14 Capital Improvement Projects**



The large portion of the capital projects funded for FY 2025 relate to streets, water and wastewater. The new water plant is under construction. The construction of the other phases of the plant will continue in FY 2025. The new water plant will allow the city to take Bob Bryant wells and Willow Water wells off-line, which will have ongoing maintenance savings. These older wells are not cost-efficient.

These projects have many different funding sources including grants that are awaiting approval/award, future bond issuance, and development contributions. As the funding is secured the project will move forward.

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## **Public Works Requests**

## **Itemized Requests for 2025**

**Agnes Street Extension** 

Agnes Street will be converted from its existing two-lane design to a four-lane roadway from Seton Hospital Drive to Hwy. 304. The widening project will match the design of the road's planned extension to Seton Hospital Drive. Construction is...

#### **Blakey Lane Extension**

Extend Blakey Lane from FM 969 to Old Austin Hwy. This project includes new water, wastewater and drainage lines, road extension, sidewalks, etc.

#### **Old Iron Bridge Rehabilitation**

To rehabilitate the Old Iron Bridge to be used as a deck park with unrestricted pedestrian access.

#### **Street Rehabilitation Program**

This program is to rehab the streets that are in good condition based on the PCI results and extend the streets' useful life. This will be a bi-annual program: design in one year, and construct the next. The streets identified for rehabilitation...

#### Water Street Reconstruction

This program consists of reconstruction of Water Street and will be a CIP project outside the Street Maintenance Program or the Street Rehabilitation Program. The projects might include improvements to water, wastewater, drainage, sidewalks, as...

## Water CIF Requests

#### **Itemized Requests for 2025**

Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Facilities	\$18,800,000
Existing project for Simsboro Aquifer Water Treatment Plant, Well Field, and Transmission Facilities.	
Westside Water Service Expansion	\$2,850,000
Construction of the West Side water transmission lines and distribution systems.	

#### Total: \$21,650,000

\$8.305.000

\$1,500,000

## \$17,000,000

\$2,000,000

\$2,000,000

## Total: \$30,805,000

## Wastewater CIF Requests

#### **Itemized Requests for 2025**

#### FM 969 Wastewater Line Extension

Extend wastewater line from existing 24-inch wastewater line along Bear Hunter Drive north across SH 71 and east along FM 969 to Valverde Development.

#### SH 71 Pipe Bursting Project

This project is to pipe burst an existing 10-inch wastewater line to expand capacity in the existing line for future growth.

#### Wastewater Treatment Plant #3 - Phase II

This project consists of expansion of the existing WWTP#3. This project will start with a design to determine the expansion capacity needed to accommodate future growth.

## **Bastrop Power & Light Requests**

#### **Itemized Requests for 2025**

#### **Bastrop Power & Light Capital Improvements**

This is a 5-year CIP program to include a study of the system, which will originate in project recommendations. The project will be designed in one year, and constructed the following fiscal years.

**Cemetery Requests** 

#### **Itemized Requests for 2025**

#### **Cemetery Improvements - Block 9 Development**

This project consists of design and construction of improvements needed to develop Block 9 of the cemetery, which will include installation of roads, drainage and also a columbarium plaza.

Total: \$850,000

Total: \$5,041,118

\$3,200,000

\$1,470,000

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\$150,000

Total: \$150,000

\$850.000

## **Wastewater CIF Requests**

#### **Itemized Requests for 2025**

#### **Transfer Lift Station**

This project is for a Wastewater Transfer Lift Station construction.

#### Wastewater Treatment Plant #1 and #2 Rehabilitation

Rehabilitation of the existing Wastewater Treatement Plants #1 and #2. This will expand the life of the plants for additional years.

Total: \$17,622,750

\$14,900,000

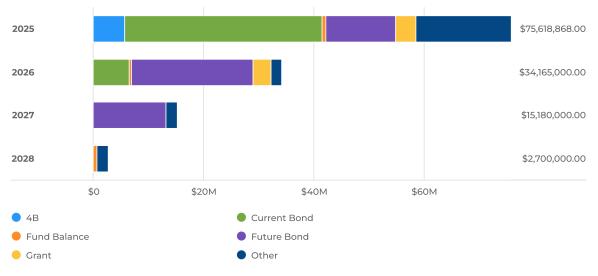
\$2,722,750

# Total Capital Requested \$114,198,868

#### **14 Capital Improvement Projects**

**Total Funding Requested by Department** 2025 \$76,118,868.00 2026 \$33,665,000.00 2027 \$2,000,000.00 2028 \$2,415,000.00 \$0 \$20M \$40M \$60M Bastrop Power & Light Cemetery Public Works Wastewater CIF Water CIF

#### **Total Funding Requested by Source**



#### **Cost Savings & Revenues**

There's no data for building chart

## **Public Works Requests**

#### Itemized Requests for 2025-2028

#### **Agnes Street Extension**

Agnes Street will be converted from its existing two-lane design to a four-lane roadway from Seton Hospital Drive to Hwy. 304. The widening project will match the design of the road's planned extension to Seton Hospital Drive. Construction is...

Blakey Lane Extension	Blakey	Lane	Extension	
-----------------------	--------	------	-----------	--

Extend Blakey Lane from FM 969 to Old Austin Hwy. This project includes new water, wastewater and drainage lines, road extension, sidewalks, etc.

#### **Old Iron Bridge Rehabilitation**

To rehabilitate the Old Iron Bridge to be used as a deck park with unrestricted pedestrian access.

#### **Street Rehabilitation Program**

This program is to rehab the streets that are in good condition based on the PCI results and extend the streets' useful life. This will be a bi-annual program: design in one year, and construct the next. The streets identified for rehabilitation...

#### Water Street Reconstruction

This program consists of reconstruction of Water Street and will be a CIP project outside the Street Maintenance Program or the Street Rehabilitation Program. The projects might include improvements to water, wastewater, drainage, sidewalks, as...

#### Total: \$41,685,000

## Water CIF Requests

#### Itemized Requests for 2025-2028

Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Facilities	\$18,800,000
Existing project for Simsboro Aquifer Water Treatment Plant, Well Field, and Transmission Facilities.	
Westside Water Service Expansion	\$22,850,000
Construction of the West Side water transmission lines and distribution systems.	

Total: \$41,650,000

```
City of Bastrop | FY2025 Proposed Budget
```

\$8.000.000

\$3,040,000

Page 17

## Wastewater CIF Requests

#### Itemized Requests for 2025-2028

#### FM 969 Wastewater Line Extension

Extend wastewater line from existing 24-inch wastewater line along Bear Hunter Drive north across SH 71 and east along FM 969 to Valverde Development.

#### SH 71 Pipe Bursting Project

This project is to pipe burst an existing 10-inch wastewater line to expand capacity in the existing line for future growth.

#### Wastewater Treatment Plant #3 - Phase II

This project consists of expansion of the existing WWTP#3. This project will start with a design to determine the expansion capacity needed to accommodate future growth.

## **Bastrop Power & Light Requests**

#### Itemized Requests for 2025-2028

#### **Bastrop Power & Light Capital Improvements**

This is a 5-year CIP program to include a study of the system, which will originate in project recommendations. The project will be designed in one year, and constructed the following fiscal years.

## **Cemetery Requests**

**Itemized Requests for 2025-2028** 

#### **Cemetery Improvements - Block 9 Development**

This project consists of design and construction of improvements needed to develop Block 9 of the cemetery, which will include installation of roads, drainage and also a columbarium plaza.

Total: \$850,000

Total: \$5,041,118

\$3,200,000

\$371,118

\$1,470,000

#### \$850,000

Total: \$850,000

\$850.000

## **Wastewater CIF Requests**

#### Itemized Requests for 2025-2028

#### **Transfer Lift Station**

This project is for a Wastewater Transfer Lift Station construction.

#### Wastewater Treatment Plant #1 and #2 Rehabilitation

Rehabilitation of the existing Wastewater Treatement Plants #1 and #2. This will expand the life of the plants for additional years.

Total: \$24,122,750

\$21,400,000

\$2,722,750

Item 9B.



## **DEBT GOVERNMENTAL WIDE**

#### **OVERVIEW OF BONDS**

Major capital improvements such as streets, drainage, buildings, water/wastewater infrastructure, and other major infrastructure projects are often financed by bonds. This funding mechanism allows payment for infrastructure improvements to be made over multiple years, spread over the life of the improvement.

## **CITY'S CURRENT BOND RATINGS**

General Obligation Bonds	<u>Rating</u>
Standard & Poors	"AA"
Fitch Ratings	"AA-"
Revenue Bonds	
Standard & Poors	"AA-"

## **LEGAL DEBT LIMITS**

Taxable Assessed Valuation	\$1,596,503,743
Constitutional Limit	2.50% of assessed value
Maximum Revenue Available	\$39,912,593
Tax Rate to achieve Max Tax Revenue	\$2.50 per \$100 valuation
Tax Rate for FY 2024-2025	\$0.4994 per \$100 valuation
Available unused Maximum Tax Rate	78.2% of assessed valuation



## CITY OF BASTROP, TX

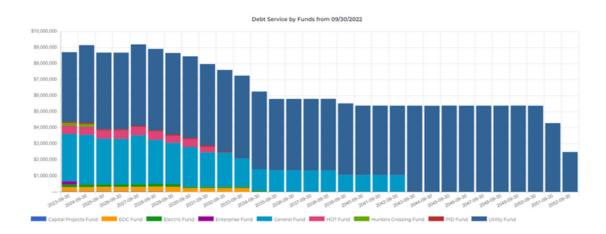
#### **Debt Service**

Selected Issues

Maturity Dates
09/30/2024
Annual
09/30/2025
09/30/2052

	Total Selected Issues		
Date	Principal	Interest	Total
09/30/2025	4,687,368.00	3,994,295.86	8,681,663.86
09/30/2026	4,827,368.00	3,851,472.01	8,678,840.01
09/30/2027	5,502,368.00	3,693,029.24	9,195,397.24
09/30/2028	5,417,368.00	3,497,326.24	8,914,694.24
09/30/2029	5,365,000.00	3,295,633.78	8,660,633.78
09/30/2030	5,360,000.00	3,091,211.24	8,451,211.24
09/30/2031	5,070,000.00	2,897,506.26	7,967,506.26
09/30/2032	4,880,000.00	2,721,199.76	7,601,199.76
09/30/2033	4,685,000.00	2,564,295.76	7,249,295.76
09/30/2034	3,840,000.00	2,413,302.26	6,253,302.26
09/30/2035	3,515,000.00	2,278,006.26	5,793,006.26
09/30/2036	3,640,000.00	2,154,806.26	5,794,806.26
09/30/2037	3,770,000.00	2,026,756.26	5,796,756.26
09/30/2038	3,885,000.00	1,915,518.76	5,800,518.76
09/30/2039	3,715,000.00	1,800,556.26	5,515,556.26
09/30/2040	3,685,000.00	1,692,656.26	5,377,656.26
09/30/2041	3,790,000.00	1,587,431.26	5,377,431.26
09/30/2042	3,895,000.00	1,478,868.76	5,373,868.76
09/30/2043	4,015,000.00	1,360,618.76	5,375,618.76
09/30/2044	4,135,000.00	1,234,487.52	5,369,487.52
09/30/2045	4,275,000.00	1,104,287.50	5,379,287.50
09/30/2046	4,405,000.00	969,350.00	5,374,350.00
09/30/2047	4,545,000.00	830,031.26	5,375,031.26
09/30/2048	4,690,000.00	685,875.00	5,375,875.00
09/30/2049	4,840,000.00	539,762.50	5,379,762.50
09/30/2050	4,985,000.00	388,618.76	5,373,618.76
09/30/2051	4,055,000.00	232,556.26	4,287,556.26
09/30/2052	2,385,000.00	98,381.26	2,483,381.26
Total	121,859,472.00	54,397,841.31	176,257,313.31

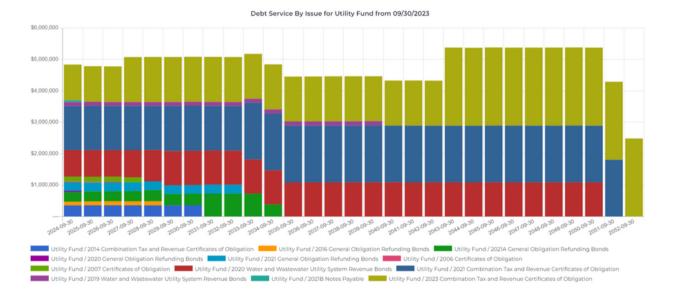
## **DEBT SERVICE BY FUND**



BASTROPTX

## **DEBT SERVICE FOR UTILITY FUND (WATER/WASTEWATER)**

The Water/Wastewater fund will issue debt annually to cover the cost of several large infrastructure projects most associated with a growing community. In FY2024, the department completed the first phase of Wastewater Treatment Plant #3 and made significant progress on a new water treatment plant located at XS Ranch. This new water plant will allow the department to take the other two water plants off line. The Water Master Plan was completed in FY2022 and informed several capital projects. The Wastewater Master Plan started in FY2023 and will also add projects to the capital plan. It is a balancing act to issue debt to fund all of the capital needs while keeping rates as low as possible. The chart below helps illustrate the total debt service by year the fund will have over the next several years.



## CITY OF BASTROP, TX

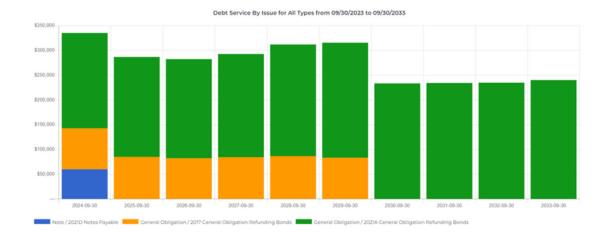
#### **Debt Service**

EDC Fund

Schedule	Maturity Dates
Profile as Of	09/30/2024
Frequency	Annual
First Period End	09/30/2025
End Date	09/30/2034

		Total EDC Fund		
	Date	Principal	Interest	Total
	09/30/2025	240,000.00	46,746.50	286,746.50
	09/30/2026	240,000.00	42,416.50	282,416.50
	09/30/2027	255,000.00	37,746.50	292,746.50
	09/30/2028	280,000.00	32,046.50	312,046.50
1	09/30/2029	290,000.00	25,546.50	315,546.50
-	09/30/2030	215,000.00	18,461.50	233,461.50
	09/30/2031	220,000.00	14,269.00	234,269.00
	09/30/2032	225,000.00	9,803.00	234,803.00
1	09/30/2033 09/30/2034	235,000.00	5,123.00	240,123.00
	Total	2,200,000.00	232,159.00	2,432,159.00

## **BASTROP ECOMOMIC DEVELOPMENT CORP DEBT SERVICE**





Item 9B.

## **BASTROP POWER & LIGHT REQUESTS**

## **Bastrop Power & Light Capital Improvements**

Overview	
Request Owner	Andres Rosales, Assistant City Manager
Est. Start Date	10/02/2023
Est. Completion Date	09/30/2024
Department	Bastrop Power & Light
Туре	Other

#### Description

This is a 5-year CIP program to include a study of the system, which will originate in project recommendations. The project will be designed in one year, and constructed the following fiscal years.

#### History

This is a system maintenance program. System Study is conducted by a third party vendor to establish future CIP Projects. The previous study was from 2020 to 2025. The new study will be from 2025 to 2030.

#### **Capital Cost**



Capital Cost Breakdown					
Capital Cost	FY2025	FY2026	FY2028	FY2029	Total
Design	\$150,000			\$150,000	\$300,000
Construction		\$350,000	\$350,000		\$700,000
Total	\$150,000	\$350,000	\$350,000	\$150,000	\$1,000,000

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#### Item 9B.

#### **Funding Sources**



Funding Sources Breakdown					
Funding Sources	FY2025	FY2026	FY2028	FY2029	Total
Fund Balance	\$150,000	\$350,000	\$350,000	\$150,000	\$1,000,000
Total	\$150,000	\$350,000	\$350,000	\$150,000	\$1,000,000

# **CEMETERY REQUESTS**

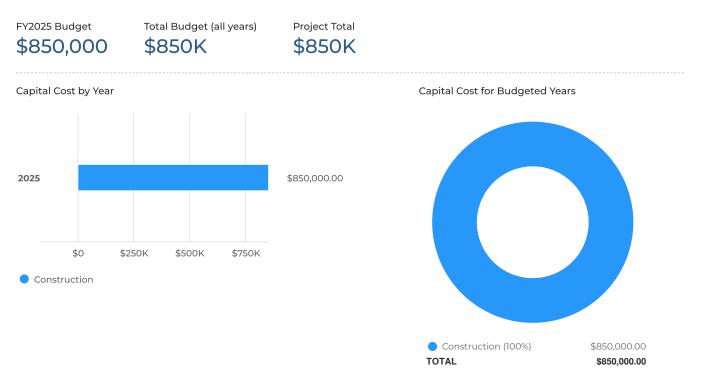
## **Cemetery Improvements - Block 9 Development**

Overview	
Request Owner	Andres Rosales, Assistant City Manager
Est. Start Date	03/03/2023
Est. Completion Date	06/27/2025
Department	Cemetery
Туре	Other

#### Description

This project consists of design and construction of improvements needed to develop Block 9 of the cemetery, which will include installation of roads, drainage and also a columbarium plaza.

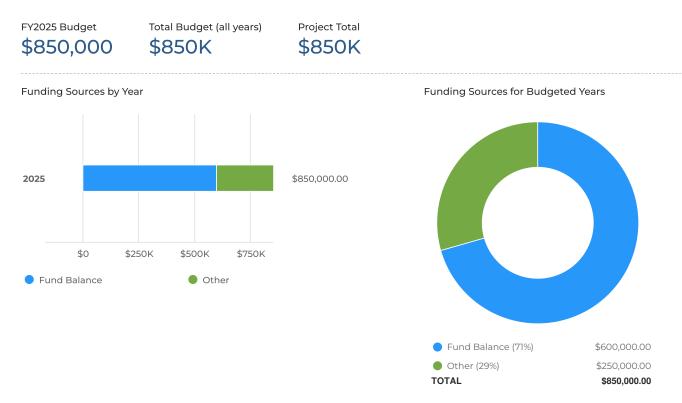
#### **Capital Cost**



Capital Cost Breakdown			
Capital Cost	FY2025	Total	
Construction	\$850,000	\$850,000	
Total	\$850,000	\$850,000	

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#### **Funding Sources**



Funding Sources Breakdown				
Funding Sources	FY2025	Total		
Fund Balance	\$600,000	\$600,000		
Other	\$250,000	\$250,000		
Total	\$850,000	\$850,000		

Item 9B.

# **PUBLIC WORKS REQUESTS**

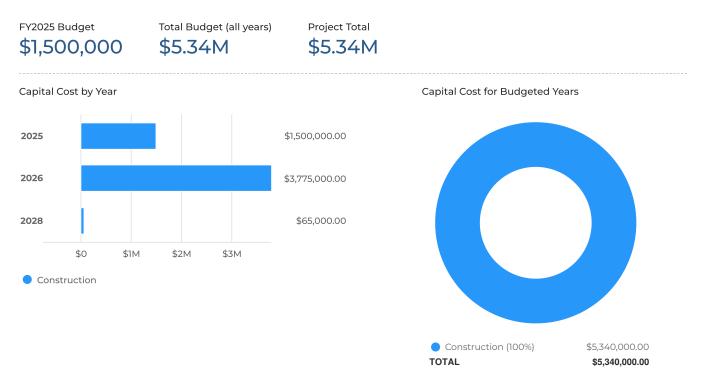
## **Agnes Street Extension**

Overview	
Request Owner	Andres Rosales, Assistant City Manager
Est. Start Date	09/09/2024
Est. Completion Date	09/30/2026
Department	Public Works
Туре	Other

#### Description

Agnes Street will be converted from its existing two-lane design to a four-lane roadway from Seton Hospital Drive to Hwy. 304. The widening project will match the design of the road's planned extension to Seton Hospital Drive. Construction is expected to begin soon after the final design in August of 2024 and projected to last 12-16 months. The roadwork aims to prevent road congestion between the future extension and the existing road. The project also seeks to ease traffic to and from the area's apartments and hotels. Plans include a sidewalk for pedestrian traffic along the roadway and additional connections to SH 71.

#### **Capital Cost**



Capital Cost Breakdown					
Capital Cost	FY2025	FY2026	FY2028	Total	
Construction	\$1,500,000	\$3,775,000	\$65,000	\$5,340,000	
Total	\$1,500,000	\$3,775,000	\$65,000	\$5,340,000	

#### **Funding Sources**



Funding Sources Breakdown					
Funding Sources	FY2025	FY2026	Total		
Future Bond		\$1,075,000	\$1,075,000		
Grant	\$1,000,000	\$3,200,000	\$4,200,000		
Total	\$1,000,000	\$4,275,000	\$5,275,000		

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## **Blakey Lane Extension**

Overview	
Request Owner	Andres Rosales, Assistant City Manager
Est. Start Date	07/01/2023
Est. Completion Date	10/31/2025
Department	Public Works
Туре	Other

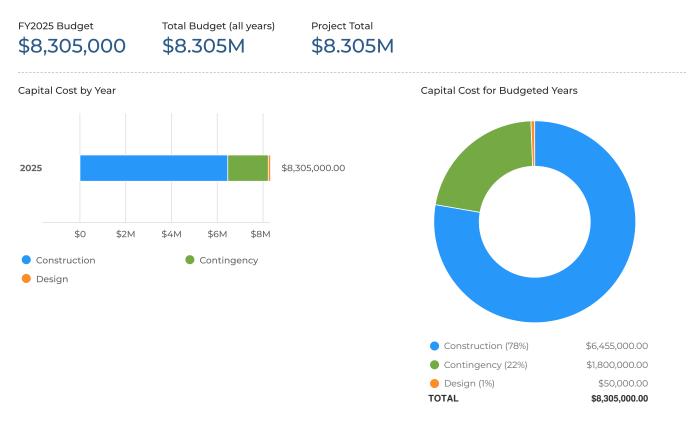
#### Description

Extend Blakey Lane from FM 969 to Old Austin Hwy. This project includes new water, wastewater and drainage lines, road extension, sidewalks, etc.

#### History

This will improve connectivity and better access, in addition to supporting land development in surrounding areas.

#### **Capital Cost**



Capital Cost Breakdown			
Capital Cost	FY2025	Total	
Design	\$50,000	\$50,000	
Construction	\$6,455,000	\$6,455,000	
Contingency	\$1,800,000	\$1,800,000	
Total	\$8,305,000	\$8,305,000	

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Funding Sources Breakdown				
Funding Sources	FY2025	Total		
Grant	\$2,679,760	\$2,679,760		
4B	\$5,625,240	\$5,625,240		
Total	\$8,305,000	\$8,305,000		

## **Old Iron Bridge Rehabilitation**

Overview	
Request Owner	Andres Rosales, Assistant City Manager
Est. Start Date	02/20/2023
Est. Completion Date	07/26/2027
Department	Public Works
Туре	Other

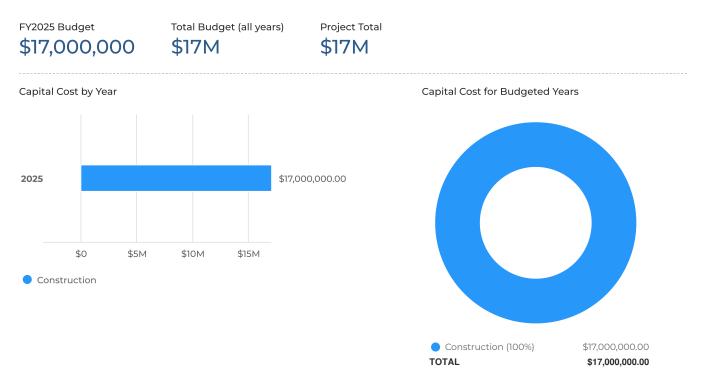
#### Description

To rehabilitate the Old Iron Bridge to be used as a deck park with unrestricted pedestrian access.

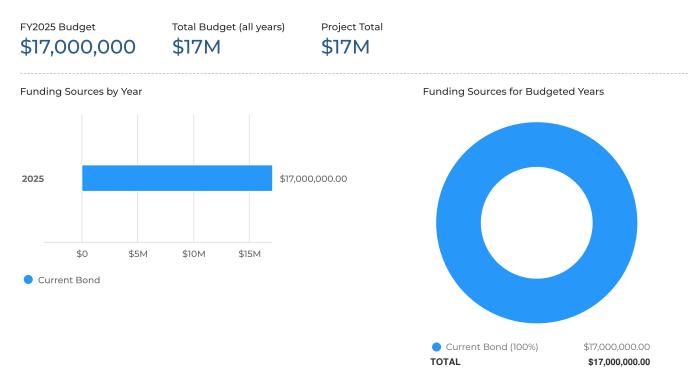
#### History

In FY2019, the City Council approved a study of the Iconic Old Iron Bridge to assess the structural integrity of the bridge. This study came back with a report that indicated significant deterioration of the structural components. The city was presented with several options, from pedestrian-only programming to full demolition of the bridge. There was City Council consensus on option 2, which was to restore the structure to be re-purposed as a deck park with unrestricted pedestrian access. This project has been submitted for grant funding through Texas Department of Transportation TA funding with an application pending. The City has also submitted an application for Rebuilding America's Infrastructure with Sustainability and Equity (RAISE) grant funding to rehabilitate and reopen the historic bridge as a pedestrian/bicycle facility and deck park, but was not awarded the grant. This project is currently under design and will be posted for bid and construction.

#### **Capital Cost**



Capital Cost Breakdown				
Capital Cost	FY2025	Total		
Construction	\$17,000,000	\$17,000,000		
Total	\$17,000,000	\$17,000,000		



Funding Sources Breakdown			
Funding Sources	FY2025	Total	
Current Bond	\$17,000,000	\$17,000,000	
Total	\$17,000,000	\$17,000,000	

### **Street Rehabilitation Program**

Overview	
Request Owner	Andres Rosales, Assistant City Manager
Est. Start Date	02/01/2023
Est. Completion Date	09/30/2025
Department	Public Works
Туре	Capital Improvement
Project Number	TX-23XX

#### Description

This program is to rehab the streets that are in good condition based on the PCI results and extend the streets' useful life. This will be a bi-annual program: design in one year, and construct the next. The streets identified for rehabilitation next fiscal year include segments of : Farm Street, Mesquite Street and other identified streets.

#### Details

Type of Project

Other improvement

#### **Benefit to Community**

Community Safety

#### Additional description and history

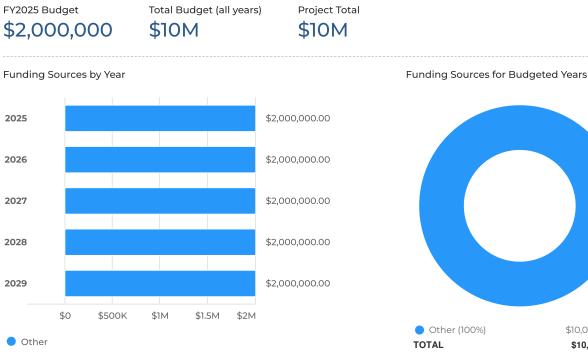
The City performed a pavement condition index (PCI) study in FY22. The PCI is a numerical index between 0 to 100, which is used to indicate the general condition of the pavement section. The City, like many other municipalities use the PCI to measure the condition of their roads. The information collected from the PCI study is used to create a multi-year street maintenance and/or rehabilitation program to maintain and extend the useful life of the streets.

#### **Capital Cost**



Capital Cost Breakdown						
Capital Cost	FY2025	FY2026	FY2027	FY2028	FY2029	Total
Construction/Maintenance	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$10,000,000
Total	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$10,000,000

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Other (100%)	\$10,000,000.00
<b>TOTAL</b>	<b>\$10,000,000.00</b>

Funding Sources Breakdown						
Funding Sources	FY2025	FY2026	FY2027	FY2028	FY2029	Total
Other	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$10,000,000
Total	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$10,000,000

## Water Street Reconstruction

Andres Rosales, Assistant City Manager
Public Works
Capital Improvement
TR-25XX

#### Description

This program consists of reconstruction of Water Street and will be a CIP project outside the Street Maintenance Program or the Street Rehabilitation Program. The projects might include improvements to water, wastewater, drainage, sidewalks, as necessary.

#### Details

Type of Project Other improvement

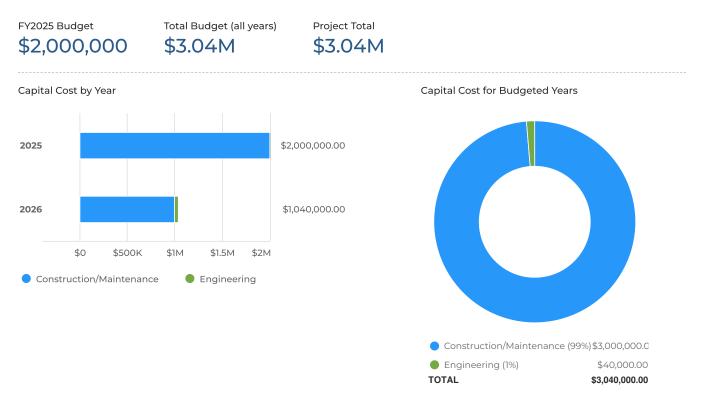
#### Location



#### Benefit to Community

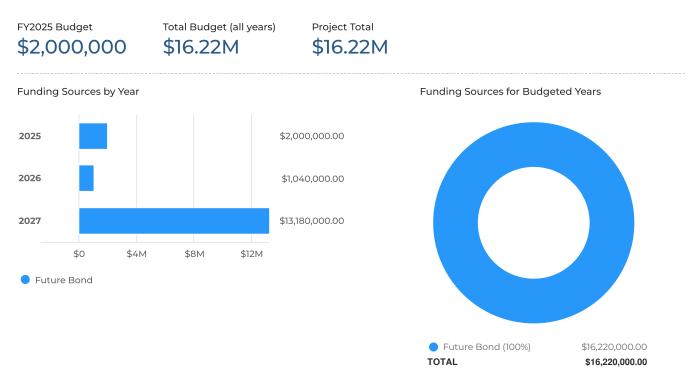
Community Safety

#### **Capital Cost**



Capital Cost Breakdown					
Capital Cost FY2025 FY2026 Total					
Engineering		\$40,000	\$40,000		
Construction/Maintenance	\$2,000,000	\$1,000,000	\$3,000,000		
Total	\$2,000,000	\$1,040,000	\$3,040,000		

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Funding Sources Breakdown				
Funding Sources	FY2025	FY2026	FY2027	Total
Future Bond	\$2,000,000	\$1,040,000	\$13,180,000	\$16,220,000
Total	\$2,000,000	\$1,040,000	\$13,180,000	\$16,220,000

Item 9B.

# WASTEWATER CIF REQUESTS

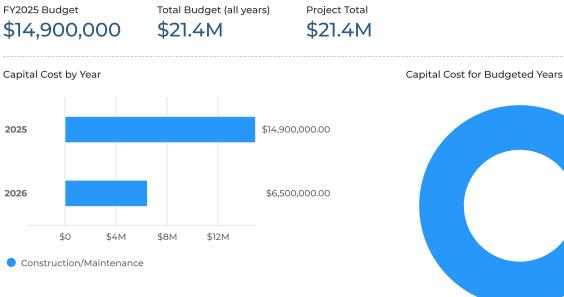
## **Transfer Lift Station**

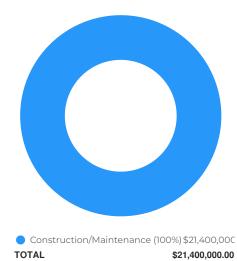
Jimmie Campbell, Executive Administrative Assistant
Wastewater CIF
CIP
Capital Improvement
WW25

#### Description

This project is for a Wastewater Transfer Lift Station construction.

#### **Capital Cost**





Capital Cost Breakdown				
Capital Cost	FY2025	FY2026	Total	
Construction/Maintenance	\$14,900,000	\$6,500,000	\$21,400,000	
Total	\$14,900,000	\$6,500,000	\$21,400,000	



BASTROPTX



Funding Sources Breakdown				
Funding Sources	FY2025	FY2026	Total	
Other	\$14,900,000		\$14,900,000	
Current Bond		\$6,500,000	\$6,500,000	
Total	\$14,900,000	\$6,500,000	\$21,400,000	

BASTROPTX

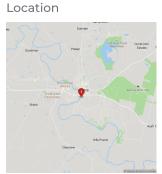
## Wastewater Treatment Plant #1 and #2 Rehabilitation

Overview
Request Owner
Department
Туре
Project Number

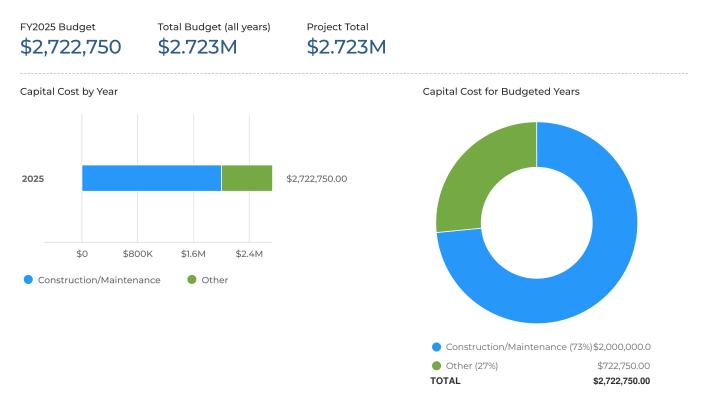
Andres Rosales, Assistant City Manager Wastewater CIF Capital Improvement WW

#### Description

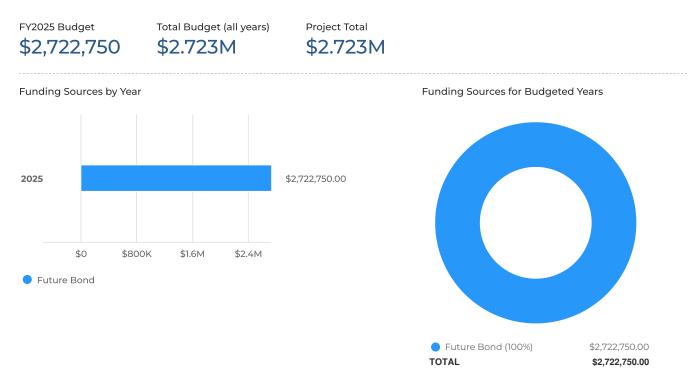
Rehabilitation of the existing Wastewater Treatement Plants #1 and #2. This will expand the life of the plants for additional years.



#### **Capital Cost**



Capital Cost Breakdown			
Capital Cost	FY2025	Total	
Construction/Maintenance	\$2,000,000	\$2,000,000	
Other	\$722,750	\$722,750	
Total	\$2,722,750	\$2,722,750	



Funding Sources Breakdown			
Funding Sources	FY2025	Total	
Future Bond	\$2,722,750	\$2,722,750	
Total	\$2,722,750	\$2,722,750	

Item 9B.

# WATER CIF REQUESTS

# Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Facilities

Overview	
Request Owner	Andres Rosales, Assistant City Manager
Department	Water CIF
Request Groups	CIP
Туре	Capital Improvement
Project Number	W-

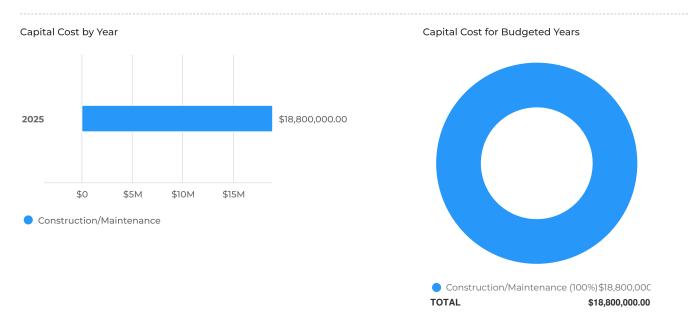
#### Description

Existing project for Simsboro Aquifer Water Treatment Plant, Well Field, and Transmission Facilities.

#### **Capital Cost**

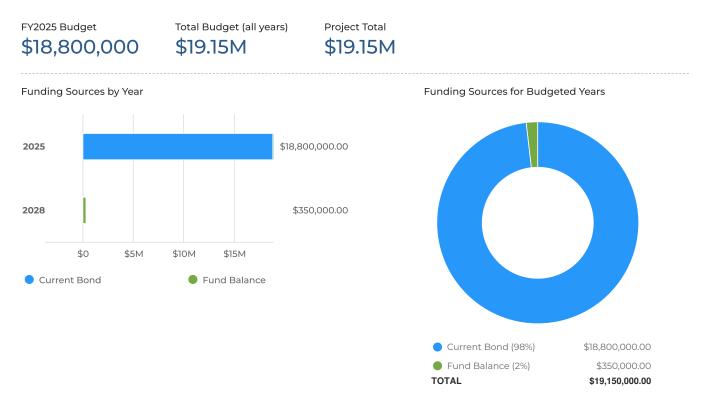
FY2025 Budget \$18,800,000 Total Budget (all years) \$18.8M

Project Total



Capital Cost Breakdown			
Capital Cost	FY2025	Total	
Construction/Maintenance	\$18,800,000	\$18,800,000	
Total	\$18,800,000	\$18,800,000	

BASTROPT2



Funding Sources Breakdown				
Funding Sources	FY2025	FY2028	Total	
Fund Balance		\$350,000	\$350,000	
Current Bond	\$18,800,000		\$18,800,000	
Total	\$18,800,000	\$350,000	\$19,150,000	

BASTROPTX

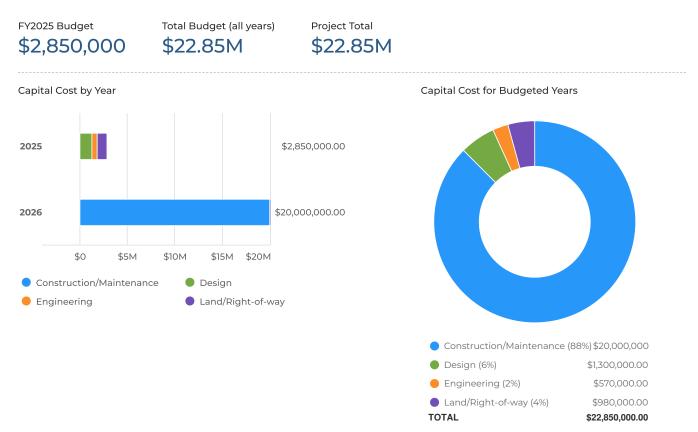
# Westside Water Service Expansion

Overview	
Request Owner	Andres Rosales, Assistant City Manager
Est. Start Date	10/01/2024
Est. Completion Date	09/30/2026
Department	Water CIF
Request Groups	CIP
Туре	Capital Improvement
Project Number	WA21XX

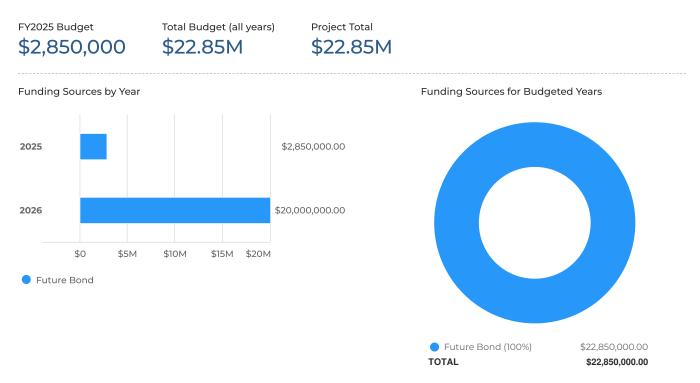
#### Description

Construction of the West Side water transmission lines and distribution systems.

#### **Capital Cost**



Capital Cost Breakdown				
Capital Cost	FY2025	FY2026	Total	
Design	\$1,300,000		\$1,300,000	
Engineering	\$570,000		\$570,000	
Land/Right-of-way	\$980,000		\$980,000	
Construction/Maintenance		\$20,000,000	\$20,000,000	
Total	\$2,850,000	\$20,000,000	\$22,850,000	



Funding Sources Breakdown				
Funding Sources	FY2025	FY2026	Total	
Future Bond	\$2,850,000	\$20,000,000	\$22,850,000	
Total	\$2,850,000	\$20,000,000	\$22,850,000	

### Glossary

**Abatement:** A reduction or elimination of a real or personal property tax, motor vehicle excise, a fee, charge, or special assessment imposed by a governmental unit. Granted only on application of the person seeking the abatement and only by the committing governmental unit.

**Accounting System:** The total structure of records and procedures that identify record, classify, and report information on the financial position and operations of a governmental unit or any of its funds, account groups, and organizational components.

Accrued Interest: The amount of interest that has accumulated on the debt since the date of the last interest payment, and on the sale of a bond, the amount accrued up to but not including the date of delivery (settlement date). (See Interest)

Amortization: The gradual repayment of an obligation over time and in accordance with a predetermined payment schedule.

**Appropriation:** A legal authorization from the community's legislative body to expend money and incur obligations for specific public purposes. An appropriation is usually limited in amount and as to the time period within which it may be expended.

**Arbitrage:** As applied to municipal debt, the investment of tax-exempt bonds or note proceeds in higher yielding, taxable securities. Section 103 of the Internal Revenue Service (IRS) Code restricts this practice and requires (beyond certain limits) that earnings be rebated (paid) to the IRS.

Assessed Valuation: A value assigned to real estate or other property by a government as the basis for levying taxes.

**Audit:** An examination of a community's financial systems, procedures, and data by a certified public accountant (independent auditor), and a report on the fairness of financial statements and on local compliance with statutes and regulations. The audit serves as a valuable management tool in evaluating the fiscal performance of a community.

Audit Report: Prepared by an independent auditor, an audit report includes: (a) a statement of the scope of the audit; (b) explanatory comments as to application of auditing procedures; (c) findings and opinions. It is almost always accompanied by a management letter which contains supplementary comments and recommendations.

Available Funds: Balances in the various fund types that represent non-recurring revenue sources. As a matter of sound practice, they are frequently appropriated to meet unforeseen expenses, for capital expenditures or other one-time costs.

Balance Sheet: A statement that discloses the assets, liabilities, reserves and equities of a fund or governmental unit at a specified date.

**Betterments (Special Assessments):** Whenever a specific area of a community receives benefit from a public improvement (e.g., water, sewer, sidewalk, etc.), special property taxes may be assessed to reimburse the governmental entity for all or part of the costs it incurred. Each parcel receiving benefit from the improvement is assessed for its proportionate share of the cost of such improvements. The proportionate share may be paid in full or the property owner may request that the assessors apportion the betterment over 20 years. Over the life of the betterment, one year's apportionment along with one year's committed interest computed from October 1 to October 1 is added to the tax bill until the betterment has been paid.

**Bond:** A means to raise money through the issuance of debt. A bond issuer/borrower promises in writing to repay a specified sum of money, alternately referred to as face value, par value or bond principal, to the buyer of the bond on a specified future date (maturity date), together with periodic interest at a specified rate. The term of a bond is always greater than one year. (See Note)

**Bond and Interest Record:** (Bond Register) – The permanent and complete record maintained by a treasurer for each bond issue. It shows the amount of interest and principal coming due each date and all other pertinent information concerning the bond issue.

**Bonds Authorized and Unissued:** Balance of a bond authorization not yet sold. Upon completion or abandonment of a project, any remaining balance of authorized and unissued bonds may not be used for other purposes, but must be rescinded by the community's legislative body to be removed from community's books.

Bond Issue: Generally, the sale of a certain number of bonds at one time by a governmental unit.

**Bond Rating (Municipal):** A credit rating assigned to a municipality to help investors assess the future ability, legal obligation,

and willingness of the municipality (bond issuer) to make timely debt service payments. Stated otherwise, a rating helps prospective investors determine the level of risk associated with a given fixed-income investment. Rating agencies, such as Moody's and Standard and Poors, use rating systems, which designate a letter or a combination of letters and numerals where AAA is the highest rating and C1 is a very low rating.

**Budget:** A plan for allocating resources to support particular services, purposes and functions over a specified period of time. (See Performance Budget, Program Budget)

**Capital Assets:** All real and tangible property used in the operation of government, which is not easily converted into cash, and has an initial useful live extending beyond a single financial reporting period. Capital assets include land and land improvements; infrastructure such as roads, bridges, water and sewer lines; easements; buildings and building improvements; vehicles, machinery and equipment. Communities typically define capital assets in terms of a minimum useful life and a minimum initial cost. (See Fixed Assets)

**Capital Budget:** An appropriation or spending plan that uses borrowing or direct outlay for capital or fixed asset improvements. Among other information, a capital budget should identify the method of financing each recommended expenditure, i.e., tax levy or rates, and identify those items that were not recommended. (See Capital Assets, Fixed Assets)

**Cash:** Currency, coin, checks, postal and express money orders and bankers' drafts on hand or on deposit with an official or agent designated as custodian of cash and bank deposits.

**Cash Management:** The process of monitoring the ebb and flow of money in an out of municipal accounts to ensure cash availability to pay bills and to facilitate decisions on the need for short- term borrowing and investment of idle cash.

**Certificate of Deposit (CD):** A bank deposit evidenced by a negotiable or non-negotiable instrument, which provides on its face that the amount of such deposit plus a specified interest payable to a bearer or to any specified person on a certain specified date, at the expiration of a certain specified time, or upon notice in writing.

**Classification of Real Property:** Assessors are required to classify all real property according to use into one of four classes: residential, open space, commercial, and industrial. Having classified its real properties, local officials are permitted to determine locally, within limitations established by statute and the Commissioner of Revenue, what percentage of the tax burden is to be borne by each class of real property and by personal property owners.

**Collective Bargaining:** The process of negotiating workers' wages, hours, benefits, working conditions, etc., between an employer and some or all of its employees, who are represented by a recognized labor union. regarding wages, hours and working conditions.

**Consumer Price Index:** The statistical measure of changes, if any, in the overall price level of consumer goods and services. The index is often called the "cost-of-living index."

**Cost-Benefit Analysis:** A decision-making tool that allows a comparison of options based on the level of benefit derived and the cost to achieve the benefit from different alternatives.

**Debt Burden:** The amount of debt carried by an issuer usually expressed as a measure of value (i.e., debt as a percentage of assessed value, debt per capita, etc.). Sometimes debt burden refers to debt service costs as a percentage of the total annual budget.

**Debt Service:** The repayment cost, usually stated in annual terms and based on an amortization schedule, of the principal and interest on any particular bond issue.

**Encumbrance:** A reservation of funds to cover obligations arising from purchase orders, contracts, or salary commitments that are chargeable to, but not yet paid from, a specific appropriation account.

**Enterprise Funds:** An enterprise fund is a separate accounting and financial reporting mechanism for municipal services for which a fee is charged in exchange for goods or services. It allows a community to demonstrate to the public the portion of total costs of a service that is recovered through user charges and the portion that is subsidized by the tax levy, if any. With an enterprise fund, all costs of service delivery--direct, indirect, and capital costs—are identified. This allows the community to recover total service costs through user fees if it chooses. Enterprise accounting also enables communities to reserve the

"surplus" or net assets unrestricted generated by the operation of the enterprise rather than closing it out to the general funat year-end. Services that may be treated as enterprises include, but are not limited to, water, sewer, hospital, and airport services.

**Equalized Valuations (EQVs):** The determination of the full and fair cash value of all property in the community that is subject to local taxation.

**Estimated Receipts:** A term that typically refers to anticipated local revenues often based on the previous year's receipts and represent funding sources necessary to support a community's annual budget. (See Local Receipts)

**Exemptions:** A discharge, established by statute, from the obligation to pay all or a portion of a property tax. The exemption is available to particular categories of property or persons upon the timely submission and approval of an application to the assessors. Properties exempt from taxation include hospitals, schools, houses of worship, and cultural institutions. Persons who may qualify for exemptions include disabled veterans, blind individuals, surviving spouses, and seniors.

Expenditure: An outlay of money made by municipalities to provide the programs and services within their approved budget.

**Fiduciary Funds:** Repository of money held by a municipality in a trustee capacity or as an agent for individuals, private organizations, other governmental units, and other funds. These include pension (and other employee benefit) trust funds, investment trust funds, private- purpose trust funds, and agency funds.

Fixed Assets: Long-lived, assets such as buildings, equipment and land obtained or controlled as a result of past transactions or circumstances.

Fixed Costs: Costs that are legally or contractually mandated such as retirement, FICA/Social Security, insurance, debt service costs or interest on loans.

**Float:** The difference between the bank balance for a local government's account and its book balance at the end of the day. The primary factor creating float is clearing time on checks and deposits. Delays in receiving deposit and withdrawal information also influence float.

**Full Faith and Credit:** A pledge of the general taxing powers for the payment of governmental obligations. Bonds carrying such pledges are usually referred to as general obligation or full faith and credit bonds.

**Fund:** An accounting entity with a self-balancing set of accounts that are segregated for the purpose of carrying on identified activities or attaining certain objectives in accordance with specific regulations, restrictions, or limitations.

**Fund Accounting:** Organizing financial records into multiple, segregated locations for money. A fund is a distinct entity within the municipal government in which financial resources and activity (assets, liabilities, fund balances, revenues, and expenditures) are accounted for independently in accordance with specific regulations, restrictions or limitations. Examples of funds include the general fund and enterprise funds. Communities whose accounting records are organized according to the Uniform Municipal Accounting System (UMAS) use multiple funds.

**GASB 34:** A major pronouncement of the Governmental Accounting Standards Board that establishes new criteria on the form and content of governmental financial statements. GASB 34 requires a report on overall financial health, not just on individual funds. It requires more complete information on the cost of delivering value estimates on public infrastructure assets, such as bridges, road, sewers, etc. It also requires the presentation of a narrative statement the government's financial performance, trends and prospects for the future.

**GASB 45:** This is another Governmental Accounting Standards Board major pronouncement that each public entity account for and report other postemployment benefits in its accounting statements. Through actuarial analysis, municipalities must identify the true costs of the OPEB earned by employees over their estimated years of actual service.

**General Fund:** The fund used to account for most financial resources and activities governed by the normal appropriation process.

**General Obligation Bonds:** Bonds issued by a municipality for purposes allowed by statute that are backed by the full faith and credit of its taxing authority.

Governing Body: A board, committee, commission, or other executive or policymaking bodyof a municipality or school district.

Indirect Cost: Costs of a service not reflected in the operating budget of the entity providing the service. An example of an L indirect cost of providing water service would be the value of time spent by non-water department employees processing water bills. A determination of these costs is necessary to analyze the total cost of service delivery. The matter of indirect costs arises most often in the context of enterprise funds.

**Interest:** Compensation paid or to be paid for the use of money, including amounts payable at periodic intervals or discounted at the time a loan is made. In the case of municipal bonds, interest payments accrue on a day-to-day basis, but are paid every six months.

**Interest Rate:** The interest payable, expressed as a percentage of the principal available for use during a specified period of time. It is always expressed in annual terms.

**Investments:** Securities and real estate held for the production of income in the form of interest, dividends, rentals or lease payments. The term does not include fixed assets used in governmental operations.

Line Item Budget: A budget that separates spending into categories, or greater detail, such as supplies, equipment, maintenance, or salaries, as opposed to a program budget.

Local Aid: Revenue allocated by the state or counties to municipalities and school districts.

Maturity Date: The date that the principal of a bond becomes due and payable in full.

**Municipal(s):** (As used in the bond trade) "Municipal" refers to any state or subordinate governmental unit. "Municipals" (i.e., municipal bonds) include not only the bonds of all political subdivisions, such as cities, towns, school districts, special districts, counties but also bonds of the state and agencies of the state.

Note: A short-term loan, typically with a maturity date of a year or less.

**Objects of Expenditures:** A classification of expenditures that is used for coding any department disbursement, such as "personal services," "expenses," or "capital outlay."

**Official Statement:** A document prepared for potential investors that contains information about a prospective bond or note issue and the issuer. The official statement is typically published with the notice of sale. It is sometimes called an offering circular or prospectus.

Operating Budget: A plan of proposed expenditures for personnel, supplies, and other expenses for the coming fiscal year.

**Overlapping Debt:** A community's proportionate share of the debt incurred by an overlapping government entity, such as a regional school district, regional transit authority, etc.

Performance Budget: A budget that stresses output both in terms of economy and efficiency.

Principal: The face amount of a bond, exclusive of accrued interest.

Program: A combination of activities to accomplish an end.

**Program Budget:** A budget that relates expenditures to the programs they fund. The emphasis of a program budget is on output.

Purchased Services: The cost of services that are provided by a vendor.

**Refunding of Debt:** Transaction where one bond issue is redeemed and replaced by a new bond issue under conditions generally more favorable to the issuer.

**Reserve Fund:** An amount set aside annually within the budget of a town to provide a funding source for extraordinary or unforeseen expenditures.

**Revaluation:** The assessors of each community are responsible for developing a reasonable and realistic program to achieve the fair cash valuation of property in accordance with constitutional and statutory requirements. The nature and extent of that program will depend on the assessors' analysis and consideration of many factors, including, but not limited to, the status of

the existing valuation system, the results of an in-depth sales ratio study, and the accuracy of existing property record information.

**Revenue Anticipation Note (RAN):** A short-term loan issued to be paid off by revenues, such as tax collections and state aid. RANs are full faith and credit obligations.

Revenue Bond: A bond payable from and secured solely by specific revenues and thereby not a full faith and credit obligation.

**Revolving Fund:** Allows a community to raise revenues from a specific service and use those revenues without appropriation to support the service.

Sale of Real Estate Fund: A fund established to account for the proceeds of the sale of municipal real estate other than proceeds acquired through tax title foreclosure.

**Stabilization Fund:** A fund designed to accumulate amounts for capital and other future spending purposes, although it may be appropriated for any lawful purpose.

Surplus Revenue: The amount by which cash, accounts receivable, and other assets exceed liabilities and reserves.

**Tax Rate:** The amount of property tax stated in terms of a unit of the municipal tax base; for example, \$14.80 per \$1,000 of assessed valuation of taxable real and personal property.

**Tax Title Foreclosure:** The procedure initiated by a municipality to obtain legal title to real property already in tax title and on which property taxes are overdue.

**Trust Fund:** In general, a fund for money donated or transferred to a municipality with specific instructions on its use. As custodian of trust funds, the treasurer invests and expends such funds as stipulated by trust agreements, as directed by the commissioners of trust funds or by the community's legislative body. Both principal and interest may be used if the trust is established as an expendable trust. For nonexpendable trust funds, only interest (not principal) may be expended as directed.

**Uncollected Funds:** Recently deposited checks included in an account's balance but drawn on other banks and not yet credited by the Federal Reserve Bank or local clearinghouse to the bank cashing the checks. (These funds may not be loaned or used as part of the bank's reserves and they are not available for disbursement.)

**Undesignated Fund Balance:** Monies in the various government funds as of the end of the fiscal year that are neither encumbered nor reserved, and are therefore available for expenditure once certified as part of free cash.

**Unreserved Fund Balance (Surplus Revenue Account):** The amount by which cash, accounts receivable, and other assets exceed liabilities and restricted reserves. It is akin to a "stockholders' equity" account on a corporate balance sheet. It is not, however, available for appropriation in full because a portion of the assets listed as "accounts receivable" may be taxes receivable and uncollected. (See Free Cash)

Valuation (100 Percent): The legal requirement that a community's assessed value on property must reflect its market, or full and fair cash value.



# **STAFF REPORT**

MEETING DATE: September 17, 2024

#### TITLE:

Conduct a public hearing and consider and act on the second reading of Ordinance No. 2024-30, Adopting the tax roll, adopting the tax rate, and levying ad valorem taxes for the Fiscal Year 2024-2025 to provide revenue for the payment of budgeted municipal expenditures; and providing for tax assessment; records; severability; an effective date; and proper notice and meeting.

#### AGENDA ITEM SUBMITTED BY:

Submitted by: Edi McIlwain, Chief Financial Officer

#### BACKGROUND/HISTORY:

The City Manager presented the proposed budget for FY2024-2025 on July 23, 2024. The City Council held Budget Workshops on July 30th and August 21, 2024, to go over certain details regarding the proposed budget and solicit feedback from City Council.

Ad valorem taxes are made up of two components: (1) operations and maintenance (O&M); (2) interest and sinking fund (I&S). The proposed budget was prepared with an O&M rate of \$0.3032 and an I&S rate of \$0.1962 for a total tax rate of \$0.4994 per \$100 of taxable value. The final budget is prepared with an O&M rate of \$0.3032 and an I&S rate of \$0.1962 for a total tax rate of \$0.4994 per \$100 of taxable value.

Adoption of the tax rate is an important part of the budget process. Adoption of the tax rate per state law must be a separate item on the agenda and occurs after the adoption of the budget.

The State of Texas truth in taxation law requires that the City Council conduct a public hearing on its proposed ad valorem tax rate each year if such rate exceeds the voter-approval tax rate or nonew-revenue tax rate, whichever is lower. The no-new-revenue tax rate and the voter-approval tax rate have been calculated and the Notice of Proposed Tax Rate has been published in the local newspaper and on the City's website and Public Access Channel as required by law. The following table illustrates the proposed tax rate, the voter-approval tax rate, and the no-new-revenue tax rates appropriately split between the I&S and the O&M. The proposed tax rate to be considered is \$0.4994 which is more than the no-new-revenue tax rate.

TAX RATE						
Fiscal Year	Property Tax Rate	No-New- Revenue Tax Rate	No-New- Revenue M&O Tax Rate	Proposed M&O Tax Rate	Voter- Approval Tax Rate	Debt Rate
2024-2025	0.4994	0.5025	0.3061	0.3032	0.5165	0.1962
2023-2024	0.4994	0.4832	0.2985	0.3032	0.5051	0.1962

#### FISCAL IMPACT:

This item is the annual ad valorem tax assessment for FY 2024-2025.

#### **RECOMMENDATION:**

Consider action to adopt the ad valorem tax rate. Tax Code requires that the motion be read as follows:

"I MOVE THAT THE PROPERTY TAX RATE BE INCREASED BY THE ADOPTION OF A TAX RATE OF \$0.4994 PER \$100 VALUATION, WHICH IS EFFECTIVELY A 1.6 PERCENT INCREASE IN THE TAX RATE."

#### ATTACHMENTS:

Ordinance No. 2024-30

#### ORDINANCE NO. 2024-30

#### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ADOPTING THE TAX ROLL, ADOPTING THE TAX RATE, AND LEVYING AD VALOREM TAXES FOR THE FISCAL YEAR 2024-2025 TO PROVIDE REVENUE FOR THE PAYMENT OF BUDGETED MUNICIPAL EXPENDITURES; AND PROVIDING FOR TAX ASSESSMENT; RECORDS; SEVERABILITY; AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council of Bastrop, Texas has on this date, by way of separate Ordinance, duly approved and adopted a Budget for the operation for the City for Fiscal Year 2024-2025 (FY 2024-2025); and

**WHEREAS**, the aforesaid Ordinance anticipates and requires the levy of an ad valorem tax on all taxable property in the City of Bastrop; and

WHEREAS, the Chief Appraiser of the Bastrop Central Appraisal District has prepared and certified the appraisal roll for the City of Bastrop, Texas, that roll being that portion of the approved appraisal roll of the Bastrop Central Appraisal District which lists property taxable by the City of Bastrop, Texas; and

WHEREAS, the Tax Assessor and Collector of Bastrop County has reviewed the statutory calculations performed by the Chief Financial Officer, the employee designated by the governing body, required by Section 26.04 of the Texas Tax Code. The Chief Financial Officer has published the *no new revenue tax rate*, the *voter approval tax rate*, and an explanation of how they were calculated, and has fulfilled all other requirements for publication as required in Chapter 26 of the Texas Tax Code, in a manner designed to come to the attention of all residents of the City of Bastrop, and those rates have been submitted to the City Council; and

WHEREAS, the City Council has complied with all applicable requirements of the Texas Tax Code and the Texas Local Government Code prior to the setting of the tax rate for said City for the fiscal year beginning on October 1, 2024, and ending on September 30, 2025 (i.e., FY 2024-2025)' and

**WHEREAS**, it is necessary to levy such an ad valorem tax at a given rate to generate revenues sufficient to meet the projected expenses of the City for FY 2024-2025.

# NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, THAT:

**Section 1.** Tax Roll: The tax roll presented to the City Council, together with any supplements thereto, is hereby accepted and approved.

**Section 2.** Adoption of Tax Rate: The tax rate of the City of Bastrop, Texas for the tax year FY 2024-2025 shall be, and is hereby set at <u>\$0.4994</u> on each one hundred dollars (\$100) of the taxable value of real and personal property not exempt from taxation by the Constitution and laws of this State situated within the corporate limits of the City of Bastrop.

**Section 3.** Tax Levy: There is hereby levied for the FY 2024-2025 upon all real property situated within the corporate limits of the City of Bastrop, Texas, and upon all personal property that was owned within the corporate limits of the City of Bastrop, Texas, on January 1, 2024, except so much thereof as may be exempt by the Constitution or laws of the State of Texas, a total tax of <u>\$0.4994</u> on each \$100 of assessed valuation on all taxable property, which total tax herein so levied shall consist and be comprised of the following components:

a) **General Fund**. An ad valorem tax rate of \$0.3032 on each \$100 of assessed valuation of all taxable property is hereby levied for general municipal purposes and to pay the current operating expenses of the City of Bastrop, Texas, for the Fiscal Year ending September 30, 2025, which tax, when collected shall be appropriated to and for the credit of the General Fund of the City of Bastrop, Texas.

b) **General Debt Service Fund**: An ad valorem tax rate of \$0.1962 on each \$100 of assessed valuation of all taxable property is hereby levied for the purpose of creating an Interest and Sinking Fund with which to pay the interest and principal of the valid bonded indebtedness, and related fees of the City of Bastrop, now outstanding and such tax, when collected, shall be appropriated and deposited in and to the credit of the General Debt Service Fund of the City of Bastrop, Texas, for the fiscal year ending September 30, 2025.

**Section 4.** Texas Tax Code Statement: In accordance with Section 26.05 of the Texas Tax Code, the City Council hereby states that:

# THE TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEARS TAX RATE.

**Section 5. Assessment and Lien:** The Bastrop County Tax Assessor Collector is hereby authorized to assess and collect the taxes of said City employing the above tax rate. All taxes shall become a lien upon the property against which assessed, and the Bastrop County Tax Assessor Collector for and on behalf of the City of Bastrop shall by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, for the payment of said taxes, penalty and interest; and the penalty and interest collected from such delinquent taxes shall be appropriated for the general fund of the City of Bastrop.

**Section 6.** Expenditures and General Fund: Revenue collected pursuant to this Ordinance shall be expended as set forth in the City of Bastrop's FY 2024 - 2025 Annual Budget, as may be amended, and all revenue collected that is not specifically appropriated shall be deposited in the General Fund.

**Section 7. Records:** The City of Bastrop shall keep accurate and complete records of all monies collected under this Ordinance and the purposes for which same are expended.

**Section 8.** Severability: Should any paragraph, sentence, provision, clause, phrase, or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance, as a whole, or any part or provision thereof, other than the part or parts adjudged to be invalid, illegal, or unconstitutional.

**Section 7. Repealer:** All other ordinances and provisions in conflict herewith are hereby repealed, but only to the extent of any such conflict or inconsistency and all other provisions of the Code of Ordinances not in conflict herewith shall remain in full force and effect.

The repeal of any ordinance or parts thereof by the enactment of this Ordinance, shall not be construed as abandoning any action now pending under or by virtue of such ordinance; nor shall it have the effect of discontinuing, abating, modifying, or altering any penalty accruing or to accrue, nor as affecting any rights of the City of Bastrop under any section or provision of any ordinances at the time of passage of this Ordinance.

**Section 9.** Effective Date: This Ordinance shall be in full force and effect from and after its date of adoption by the City Council and publication of its caption as the law and the City of Bastrop's Charter provide in such cases.

**Section 10. Open Meeting:** It is hereby officially found and determined that the meeting at which this Ordinance was passed was conducted in compliance with the Open Meetings Act, Texas Government Code, Chapter 551, as may have been modified by any applicable emergency orders.

**CONSIDERED and APPROVED on First Reading** on the 10<sup>th</sup> day of September 2024, by the following motion:

#### "I MOVE THAT THE PROPERTY TAX BE INCREASED BY THE ADOPTION OF A TAX RATE OF <u>\$0.4994</u> PER \$100 VALUATION, WHICH IS EFFECTIVELY A 1.6 PERCENT INCREASE IN THE TAX RATE."

Mayor Pro Tem John Kirkland	YEA	NAY	ABSTAIN	ABSENT
Council Member Cynthia Meyer	YEA	NAY	ABSTAIN	ABSENT
Council Member Cheryl Lee	YEA	NAY	ABSTAIN	ABSENT
Council Member Kerry Fossler	YEA	NAY	ABSTAIN	ABSENT
Council Member Kevin Plunkett	YEA	NAY	ABSTAIN	ABSENT

# **CONSIDERED and ADOPTED on Second Reading** on the 17th day of September 2024, by the following motion:

#### "I MOVE THAT THE PROPERTY TAX BE INCREASED BY THE ADOPTION OF A TAX RATE OF <u>\$0.4994</u> PER \$100 VALUATION, WHICH IS EFFECTIVELY A 1.6 PERCENT INCREASE IN THE TAX RATE."

Mayor Pro Tem John Kirkland	YEA	NAY	ABSTAIN	ABSENT
Council Member Cynthia Meyer	YEA	NAY	ABSTAIN	ABSENT
Council Member Cheryl Lee	YEA	NAY	ABSTAIN	ABSENT
Council Member Kerry Fossler	YEA	NAY	ABSTAIN	ABSENT
Council Member Kevin Plunkett	YEA	NAY	ABSTAIN	ABSENT

#### **APPROVED:**

Lyle Nelson, Mayor

ATTEST:

Irma Parker, City Secretary

#### **APPROVED AS TO FORM:**

Alan Bojorquez, City Attorney



# **STAFF REPORT**

**MEETING DATE:** September 17, 2024

#### TITLE:

Consider and act on Resolution R-2024-129, Ratifying that the Adoption of the Fiscal Year 2024-2025 Budget will require Raising more Revenue from Property Taxes than in the previous year; Providing for Severability; Providing for Repealer; Providing an Effective Date; and Providing for Proper Notice and Meeting.

#### AGENDA ITEM SUBMITTED BY:

Submitted by: Edi McIlwain, Chief Financial Officer

#### BACKGROUND/HISTORY:

State law requires a separate and additional vote to ratify a vote that approves a budget if the budget will raise more revenue from ad valorem taxes than in the prior fiscal year.

### FUNDING SOURCE:

N/A

#### **RECOMMENDATION:**

#### MUST READ WORD FOR WORD

"Move to ratify the vote just taken to approve the Fiscal Year 2024-2025 budget which will raise more revenues from ad valorem taxes than the previous fiscal year."

#### **ATTACHMENTS:**

• Resolution R-2024-129

#### **RESOLUTION NO. R-2024-129**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, RATIFYING THAT THE ADOPTION OF THE FY 2024-2025 BUDGET WILL REQUIRE RAISING MORE REVENUE FROM PROPERTY TAXES THAN IN THE PREVIOUS YEAR; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND MEETING.

- WHEREAS, the Legislature of the State of Texas has amended Section 102.007 of the Local Government Code; and
- WHEREAS, a separate vote of the City Council is required to ratify that the adoption of the FY 2024-2025 Budget will require raising more revenue from property taxes than the previous year; and
- WHEREAS, this resolution represents such action.

#### NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bastrop:

**Section 1:** Finding of Facts. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

**Section 2:** The Tax Year 2024 notification statement "This budget will raise more revenue from property taxes than last year's budget by \$432,609, which is a 5% increase from last year's budget and property tax revenue to be raised from new property added to the tax roll this year is \$313,977." has been made.

**Section 3:** Severability. Should any portion or part of this Resolution be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.

**Section 4: Repealer.** 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.

**Section 5:** Effective Date. This Resolution shall be in full force and effect from and after its passage.

**Section 6: Proper Notice & Meeting.** The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

**DULY RESOLVED & ADOPTED** by the City Council of the City of Bastrop, Texas, on this, the 17th day of September, 2024.

# CITY OF BASTROP, TEXAS

Lyle Nelson, Mayor

**ATTEST:** 

Irma G. Parker, City Secretary

# **APPROVED AS TO FORM:**

Alan Bojorquez, City Attorney



#### MEETING DATE: September 17, 2024

#### TITLE:

Consider and act on Resolution No. R-2024-125, Amending the Rules of Procedure for the City Council and Board & Commissions as presented and approved at the April 29, July 9, and August 13, 2024 Regular Meetings; Providing for Findings of Fact, Repealer, Severability; Effective Date, Proper Notice and Meeting.

#### AGENDA ITEM SUBMITTED BY:

Submitted by: Irma Parker, TRMC, CMC, City Secretary

#### **BACKGROUND/HISTORY:**

The City Council began reviewing and updating the Policy and Procedures beginning in April 2024. Many Changes have been approved but the original document was not finalized and approved. Staff is presenting a Resolution accepting the changes and a copy of the final Policy.

#### FISCAL IMPACT:

n/a

#### **RECOMMENDATION:**

City Council consider amending Policy and Procedures

#### ATTACHMENTS:

- 1. Resolution
- 2. Policy "NEW" dated 9/17/2024

Item 9E.

#### **RESOLUTION NO. R-2024-125**

A RESOLUTION OF THE CITY OF BASTROP, TEXAS AMENDING RULES OF PROCEDURE FOR THE CITY COUNCIL LAND BOARD & COMMISSIONS OF THE CITY OF BASTROP, TEXAS AS SUBMITTED AT THE APRIL 29, JULY 9, AND AUGUST 13, 2024 REGULAR MEETINGS; PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, EFFECTIVE DATE, PROPER NOTICE, AND MEETING.

- WHEREAS, the City Council of the City of Bastrop (City Council) has a shared interest in promoting efficient, effective, and ethical City Council Meetings; and
- WHEREAS, pursuant to Sections 551.007 and 551.023 of the Texas Government Code and Section 3.13 of the City's Home Rule Charter, the City Council has the authority to determine its own rules of procedure and order of business; and
- **WHEREAS,** the City Council finds it to be reasonable and prudent to approve this resolution modifying the Rules of Procedure.

# NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP:

**Section 1.** The City Council hereby adopts the following amendments Article 2. "General Rules of Procedure and Policies", Section 2.2 "Shall Be in Compliance" as presented and approved at the July 9, 2024 City Council Meeting:

All meetings of the City Council shall be in compliance with the Texas Government Coe, Chapter 551, Open Meetings Act <u>including the Act's prohibition of discussions about an item of public</u> <u>business among a quorum through a series of communications</u>. Except in the case of an emergency meeting, notice of all meetings shall be given 72 hours before the time set for any meeting.

<u>Section 2.</u> The City Council hereby adopts the following amendments Article 2. "General Rules of Procedure and Policies", Section 10 "Quorum" as presented and approved at the August 13, 2024 City Council Meeting:

Four (4) members of the Council shall constitute a quorum to do business. <u>Three (3) or more</u> members of the Council should not meet to deliberate city business outside an open meeting <u>unless:</u>

- (a) <u>They are placed on a sub-committee by Council; or</u>
- (b) They are calling a city council meeting.

<u>Section 3.</u> The City Council hereby adopts the following amendments Article 3. "Parliamentary Procedure", Section 3.5 "Discussion and Debate" as presented and approved at the July 9, 2024 City Council Meeting: The basic rule of motions is that they are subject to discussion and debate. Accordingly, the basic motion and the motion to amend are all eligible, each in their turn for full discussion by and before the City Council. Once the motion is made, the length of individual statements by the Mayor and Council Members is limited to five minutes unless the City Council votes to extend the time allotted. Discussion and debate can continue as long as the members wish to discuss it, or until the Mayor or any Council Member decides that it is time to move on and call a vote on the motion and once all council members have had the opportunity to discuss the motion.

Section 4. The City Council hereby adopts the following amendments Article 4. "Agenda Order" as presented and approved at the July 9, 2024 City Council Meeting:

The Mayor and the City Manager or an appropriate designee shall prepare an <u>a draft</u> agenda <u>and</u> <u>deliver it to City Council via electronic transmission on the Monday prior to the final agenda</u> <u>posting. The City Manager or an appropriate designee shall prepare an agenda and</u> cause the same to be posted in accordance with the Texas Open Meetings Act. Agendas and packet material shall be delivered to the City Council via electronic format uploaded into a cloud storage service. City Council shall be notified via email that the agenda and packet have been uploaded and available for review <u>72 hours prior to a regularly scheduled Council Meeting</u>. The goal would be to upload the agenda and packet on Thursday prior to a regularly scheduled Council Meeting. In the event of an emergency meeting of the City Council, this provision shall be suspended when not inconsistent with the provisions of federal or state law or the City Charter.

In order to facilitate the agenda process, the Mayor, two Council Members, or the City Manager may place an item on the agenda. Staff assistance, if required, should be requested through the City Manager (City Charter, Article III, Section 3.05 Prohibitions). Agenda items must be provided to the City Manager's Office at City Hall by 12:00 noon on the 7<sup>th</sup> calendar day preceding the date of the regular meeting. If the agenda topic does not allow for staff to adequately prepare information for Council's consideration, the item may be postponed until the next regular meeting.

**Section 5.** The City Council hereby adopts the following amendments Article 4. "Agenda Order", Section 4.4 "Presentations" as presented and approved at the April 29, 2024 City Council Meeting:

Presentations may will be made by the Mayor, City Council, or Staff. Proclamations shall be read by the City Secretary and signed by the City Manager. All City Council Members will be afforded the opportunity to pose for a group photograph for the proclamation. The Mayor may deliver any proclamation as may be required from time to time. \* Outside entities and organizations granted permission to make a presentation shall be placed in this section.

Proposed proclamations and resolutions will not be placed on an agenda or brought before the City Council for discussion or action that:

- (a) Take a position on a matter of religious or spiritual values or principles, including ones that advance one religion, denomination, or article of faith over another;
- (b) Promote political partisanship favoring one party over another;
- (c) Advocate outcomes in legal matters in which the City of Bastrop is not a party and are pending before a court or administrative law body (e.g., State Office of Hearings Examiners);
- (d) Is contrary to a policy position stated in an ordinance previously adopted by the Council (unless the Council is in the process of amending or repealing the prior ordinance).

Note \*: According to Resolution No. R-2024-49, Section 1(4): Speaking Roles at City Functions: It shall be the policy of the City of Bastrop that City staff shall not schedule or propose the mayor to speak at city or city-sponsored events, outside of City Council Meetings, without prior approval of the City Council.

**Section 6.** The City Council hereby adopts the following amendments Article 4. "Agenda Order", Section 4.4 "Presentations" as presented and approved at the August 13, 2024 City Council Meeting:

Presentations <u>may</u> will be made by the Mayor, City Council, or Staff. Proclamations shall be ready by the City Secretary and signed by the City Manager. All City Council Members will be afforded the opportunity to pose for a group photograph for the proclamation. Outside entities and organizations granted permission to make a presentation shall be placed in this section.

Proposed proclamations and resolutions will not be placed on an agenda or brought before the City Council for discussion or action that:

- (a) Take a position on a matter of religious or spiritual values or principles, including ones that advance one religion, denomination, or article of faith over another;
  - (b) Promote political partisanship favoring one party over another;
  - (c) Advocate outcomes in legal matters in which the City of Bastrop is not a party and are pending before a court or administrative law body (e.g., State Office of Hearings Examiners);
  - (d) Is contrary to a policy position stated in an ordinance previously adopted by the Council (unless the Council is in the process of amending or repealing the prior ordinance).

**Section 7.** The City Council hereby approves the revised Rules of Procedure attached hereto as *EXHIBIT A* and made a part hereof by this reference.

<u>Section 8.</u> 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 9.** This Resolution shall be in full force and effect from and after its passage.

<u>Section 10.</u> The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

# **DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop Texas, on this <u>17<sup>th</sup></u> day of <u>SEPTEMBER</u> 2024.

# CITY OF BASTROP, TEXAS

Lyle Nelson, Mayor

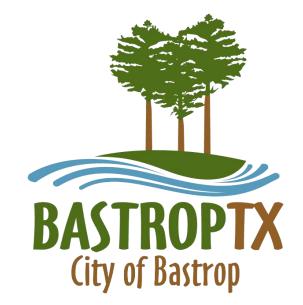
# ATTEST: APPROVED AS TO FORM:

Irma G. Parker, City Secretary

Alan Bojorquez, City Attorney

# EXHIBIT A

Rules of Procedure for the City Council and Boards & Commissions of the City of Bastrop, Texas



Adopted: August 23, 2005 Revised: October 10, 2017 Revised: July 24, 2018 Revised: July 9, 2019 Revised: September 8, 2020 Revised: July 27, 2021 Revised: August 23, 2022 Revised: September 10, 2024

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# ARTICLE 1.

# AUTHORITY, APPLICABILITY, AMENDMENT, AND ANNUAL REVIEW

#### **1.1** Authority.

Article III, Section 3.13 of the City Charter of the City of Bastrop, Texas grants the City Council the right to determine its own rules of procedure. The following rules are enumerated under and by authority of said provision.

#### 1.2 Applicability.

The rules of procedure adopted by the City Council are applicable not only to the City Council, but also to all boards, commissions, and committees of the City of Bastrop. When applied to boards, commissions and committees, the term Mayor means the chairperson and the terms City Council or Council Members means the members of the board, commission, or committee.

#### **1.3 Amendment.**

These rules may be amended or new rules adopted by a minimum of three (3) of the five (5) voting members of the City Council present.

#### 1.4 Annual Review.

Following the municipal elections each year, Council will review these rules of procedure annually, make changes as appropriate, and adopt their own rules of procedure in accordance with the Charter at the first scheduled meeting in July. In the event no annual review occurs, the standing rules of procedure continue in effect. This does not limit the Council's right and ability to amend the rules at any other time during the year, in accordance with the Charter.

# **ARTICLE 2.**

# **GENERAL RULES OF PROCEDURE AND POLICIES**

#### 2.1 Construction of Authority.

The construction of authority in all matters associated with the meetings and activities of the City Council, including the agenda, shall be (1) the U.S. Constitution and Statutes of the United States of America; (2) the Texas Constitution and Statutes of the State of Texas; (3) the City Charter; (4) the Code of Ordinances of the City of Bastrop, Texas; and (5) these rules. Rosenberg's Rules of Order are a preferred source of guidance for matters not addressed herein.

#### 2.2 Meetings Shall Be in Compliance.

All meetings of the City Council shall be in compliance with the Texas Government Code, Chapter 551, Open Meetings Act including the Act's prohibition of discussions about an item of public business among a quorum through a series of communications. Except in the case of an emergency meeting, notice of all meetings shall be given 72 hours before the time set for any meeting.

If meetings are held at Bastrop City Hall, they may be televised live on the City's television channel via the appropriate cable providers and/or live streamed via social media. If unable to televise meetings live due to technical difficulties, the meeting shall be recorded for a later broadcast. The Council meetings shall be rebroadcast as a part of the City's on-going channel programming.

The Bastrop City Hall is wheelchair accessible and special parking is available on the west side of the building. If special accommodations are required, please contact the City Secretary a minimum of 24 hours in advance at 512-332-8800.

## 2.3 Conduct of Meetings.

Meetings of the City Council shall be conducted according to the rules adopted by the City Council. For additional guidance (non-binding), the City Council may refer to Rosenberg's Rules of Order as amended herein and when not inconsistent with these rules.

## 2.4 Regular Meetings.

Regular meetings of the City Council shall be on the second and fourth Tuesday of each month at 6:30 p.m. The Council may, by majority vote at a regular meeting, change the days or times of meetings as circumstances may necessitate. Per the City Charter, the Council shall meet regularly and at least once each month.

## 2.5 Special Meetings.

The City Council may hold as many additional, special meetings as may be necessary for the transaction of the business of the City. Special meetings of the City Council may be called as necessary upon written notice to the City Secretary by the Mayor or by any three (3) members of the City Council unless made at a regular meeting at which a quorum of Council Members is present. The City Manager and all Council Members shall be notified of all special meetings.

## 2.6 Emergency Meetings.

In case of an emergency or urgent public necessity, which shall be expressed in the meeting notice, it shall be sufficient if members receive and notice is posted one (1) hour before the meeting is convened. Notice shall be provided also to the media as requested in accordance with the Texas Government Code, Section 551.047.

## 2.7 Workshops (Work Session).

Workshops are special meetings called for the purpose of conducting a detailed and thorough exploration of matters that may properly come before the City Council. Citizen comments on agenda items listed for open portions of the workshop can be addressed to the City Council (i.e., not executive session) before or during the City Council's consideration of the item.

## 2.8 Executive Sessions.

Executive sessions are meetings closed to the public. These sessions are only permitted for the purpose of discussing matters enumerated in Texas Government Code Chapter 551, the Open Meetings Act. Disclosure of topics to be discussed shall be made to the public in accordance with the requirements of the Open Meetings Act.

The City Council can retire into an executive session during a regular or special meeting as stated on

a posted agenda or when deemed necessary by the presiding officer or a majority of the City Council. However, before said session begins, the presiding officer shall announce that the executive session is commencing, the items to be discussed, and the section of the Open Meetings Act that justify the executive session(s). The order in which an executive session may appear on the agenda is subject to the discretion of the Mayor. A certified record of the meeting will be created by the presiding officer or their designee, sealed and permanently kept, subject to opening by court order. No voting or action shall be taken by the City Council during an executive session. No other subject but that posted on the agenda is to be considered. Adjournment of the executive session and any vote needed shall be made during the open public meeting.

#### 2.9 Recessed Meetings.

No meeting shall be recessed for a longer period of time than until the next regular meeting except when required information has not been received, or, in the case of work sessions or special meetings, to a date certain by motion duly passed.

#### 2.10 Quorum.

Four (4) members of the Council shall constitute a quorum to do business. Three (3) or more members of the Council should not meet to deliberate city business outside an open meeting unless:

- (a) The are placed on a sub-committee by Council; or
- (b) They are calling a city council meeting.

#### 2.11 Conflict of Interest.

A Council Member prevented from voting by a conflict of interest shall file a conflict of interest affidavit with the City Secretary as soon as possible after the posting of an agenda, which contains a conflict, unless an applicable conflict of interest affidavit has already been filed.

A Council Member prevented from voting by a conflict of interest shall step down from the dais and leave the Council Chambers, shall not vote on the matter, shall not participate in discussions regarding the matter or attempt to influence the Council's deliberation of the matter in any way (during meetings or outside of meetings), shall not attend Executive Sessions regarding the matter, and shall otherwise comply with the state law and City ordinances concerning conflicts of interest including Chapter 171 of the Texas Local Government Code.

#### 2.12 Presiding Officer.

The Mayor shall serve as the Presiding Officer for all meetings of the City Council. In the absence of the Mayor, the Mayor Pro Tem shall serve as the Presiding Officer. In the absence of the Mayor and Mayor Pro Tem, the City Manager shall call the meeting to order, if a quorum of the Council is present, and the first order of business shall be for Council to elect by majority vote, a temporary presiding officer from the members then seated and in attendance. The temporary presiding officer shall serve as the chair of all meetings and shall make final rulings on all questions pertaining to these rules. All decisions of the presiding officer are final unless overruled by the City Council through a motion to appeal as described in Article 3.9 – Courtesy, Decorum and Order of these rules.

The Mayor, as Presiding Officer, is entitled to participate in the discussion and debate, but may not vote, except in elections, to break a tie, and as otherwise provided in the City's Charter. Because the Presiding Officer conducts the meeting, it is common courtesy for the chair to take a less active role than other members of the Council in debates and discussions. This practice in no way precludes the presiding officer from participating in the meeting fully and freely.

The presiding officer of boards and commissions shall be the person selected by the board or commission as the chair, co-chair, or vice chair. If these persons are not in attendance, the board or commission shall choose a temporary presiding officer from among the members in attendance.

#### 2.13 Minutes of Meetings.

The City Secretary shall keep minutes of all proceedings of the City Council and they shall be open to public inspection in accordance with the laws of the State of Texas. Staff Liaisons will take minutes of proceedings of the various Boards & Commissions and provide them to the City Secretary as Records Custodian.

#### 2.14 Suspension and Amendment of Rules.

Any provisions of these rules not governed by federal, state law or the City Charter may be temporarily suspended by a supermajority vote (see Article 3.7 of these rules) of the City Council. Any provisions of these rules may be amended by majority vote if such amendment is appropriately posted on an agenda of a regular meeting of the City Council and receives approval of the majority of City Council at such meeting.

#### 2.15 Rules for the Press and Media.

The use of media equipment, such as lights, cameras and/or microphones must be coordinated with the City Manager prior to the meeting to ensure that the equipment does not disturb or otherwise conflict with or disrupt the meeting or the Council's activities.

# **ARTICLE 3.**

# PARLIAMENTARY PROCEDURE

#### 3.1 Purpose.

The purpose of these rules of parliamentary procedure is to establish orderly conduct of the meetings. Simple rules lead to a wider understanding and participation. Complex rules create two classes: (1) those who understand the rules, and (2) those who do not fully understand and those who do not fully participate. The ultimate purpose of these rules of parliamentary procedure is to encourage and facilitate decision-making by the City Council. In a democracy, the majority opinion carries the day.

These rules enable the majority to express their opinion and fashion a result, while permitting the minority to also express itself (but not dominate) and fully participate in the process.

#### 3.2 Model Format for an Agenda Item Discussion.

The following ten (10) steps may be used as a model or guidebook by the Presiding Officer. The meeting is governed by the agenda and the agenda constitutes the only items to be discussed. Each agenda item can be handled by the Presiding Officer (Mayor) in the following basic format:

- 1. *Announce the Item.* The Mayor should clearly announce the agenda item number. The Mayor or the Mayor's designee shall clearly state the subject matter of the agenda item by reading the caption for the item being considered.
- 2. *Receive a Report*. The Mayor should invite the appropriate people to report on the item, including any recommendation they might have.
- 3. *Ask Clarifying Questions*. The Mayor should ask the Council Members if they have any technical questions for clarification. At this point, members of the City Council may ask clarifying questions to the people who reported on the item, and they should be given time to respond.
- 4. *Seek Citizen Input.* The Mayor should invite citizen comments or if a public hearing, open the public hearing. Upon conclusion, the Mayor should announce that public input is closed, or if a public hearing, close the public hearing.
- 5. *Motion First*. The Mayor should invite a motion from the City Council before debate is given on the merits of the item. The Mayor should announce the name of the member who makes the motion.
- 6. *Motion Second*. The Mayor should determine if any member of the City Council wishes to second the motion. The Mayor should announce the name of the member who seconds the motion. If no member of the City Council wishes to second the motion, then the motion fails, and should be so stated by the Mayor.
- 7. *Repeat Motion.* If the motion is made and seconded, the Mayor should make certain that everyone (including the audience) understands the motion. This is done in three ways:
  - a. The Mayor can ask the maker of the motion to repeat it;
  - b. The Mayor can repeat the motion; or
  - c. The Mayor can ask the City Secretary to repeat the motion.
- 8. *Discuss the Motion*. The Mayor should now invite the members of the City Council to discuss the motion. If there is no desired discussion, the Mayor may call for a vote. If there has been no discussion or a brief discussion, then there is no need to repeat the motion before taking a vote. If the discussion has been lengthy, it is a good idea to repeat the motion before calling for the vote.
- 9. *Vote*. The Mayor may ask the City Secretary to call roll. Unless a super-majority is required for passage of the motion, a simple majority vote determines whether the motion passes or fails. Unless a member of the Council seeks recusal from voting on any question where the vote would constitute a conflict of interest, and that recusal is consented to by a majority of the remainder of the Council, all members of the Council shall vote upon every question, ordinance or resolution. Action items require a vote.
- 10. *Announce the Outcome*. The Mayor announces the results of the vote and should also state what action (if any) the Council has taken. The Mayor should announce the name of any member who voted in the minority on the motion.

#### **3.3 The Basic Motions.**

The basic motion is the one that puts forward a decision for consideration. A basic motion might be: "I move for approval of the ordinance as submitted," or "I make a motion that we deny the resolution." Multiple motions may be made on the same agenda item provided they are made and voted on sequentially.

A failed motion to approve shall be construed as a successful motion to deny. This shall be the case with or without conditions. However, the Mayor may call for additional motions to clarify what (if any action) the Council wishes to take.

#### **3.4** The Motion to Amend.

If a member wants to change a basic motion, the member would have to motion to amend the original or previously amended motion. A motion to amend might be: "I move that we amend the motion to include the changes we discussed to the ordinance." A motion to amend seeks to retain the basic motion on the floor (a motion made and seconded), but to modify it in some way. A motion to amend requires the agreement of the person making the original motion. If the basic motion has already been seconded, the motion to amend must be acknowledged and accepted by the member who seconded the basic motion.

#### 3.5 Discussion and Debate.

The basic rule of motions is that they are subject to discussion and debate. Accordingly, the basic motion and the motion to amend are all eligible, each in their turn for full discussion by and before the City Council. Once the motion is made, the length of individual statements by the Mayor and members is limited to five minutes unless the City Council votes to extend the time allotted. Discussion and debate can continue until the Mayor or any member\_decides that it is time to move on and call a vote on the motion once all council members have had the opportunity to discuss the motion.

## **3.6 Other Motions.**

There are exceptions to the general rule of free and open debate on motions. The exceptions All apply when there is a desire of the Council to move on. The following motions are not debatable, and the Mayor must immediately call a vote on the motion, if seconded by another member.

- *Motion to Adjourn.* This motion, if passed, requires the Council to immediately adjourn to its next regularly scheduled meeting. This motion requires a simple majority vote.
- *Motion to Recess*. This motion, if passed, requires the Council to immediately take a recess. Normally the Mayor will determine the length of the recess which could last for a few minutes to several hours. It requires a simple majority vote.
- *Motion to Fix the Time to Adjourn.* This motion, if passed, requires the Council to adjourn the meeting at the specific time set in the motion. For example, "I move we adjourn this meeting at Midnight." It requires a simple majority vote.
- *Motion to Table*. This motion, if passed, requires discussion of the agenda item to be halted immediately, and the agenda to be placed on hold. The motion may contain a specific time to bring the item up again, or it may not specify a time. If no time is specified, the item shall

be placed on the agenda at the following Council meeting.

• *Motion to Remove from Table.* This motion, if passed, allows the Council to remove an item previously placed on hold. A vote in favor of removing an item from the table must be made before the Council can take action on an item that was tabled.

## **3.7** Motions Requiring a Supermajority Vote to Pass.

A supermajority vote consists of a majority plus one (i.e., To pass as a motion under this section requires affirmative votes of a majority, plus one more).

- *Motion to Limit Debate*. This motion is sometimes referred to as, "moving the question" or, "calling the question." When a member of the Council makes such a motion, the member is saying, "I have had enough discussion, let's vote on the issue." When such a motion is made, the Mayor should ask for a second, stop the discussion and vote on the motion to limit debate. The motion requires a supermajority vote to pass. Meaning, the number of council members voting for the motion must equal four or more.
- *Motion to Object to the Consideration of an Item.* This motion, if passed, precludes the City Council from even considering the item on the agenda. It does not preclude the item from appearing on a future agenda. The motion requires a supermajority vote to pass. (Normally, this motion is unnecessary, because the objectionable item can be defeated outright or tabled.)
- *Motion to Suspend the Rules*. This motion is debatable, but requires a supermajority vote to pass. This motion allows the Council to suspend its own rules for a particular purpose. For example, the Council may desire to give a particular speaker more time than normally allowed. A "motion to suspend the rules and give the speaker ten additional minutes," accomplishes this desire.

## 3.8 Motion to Reconsider.

There is a special motion that requires a bit of explanation all by itself: the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. As such, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to reconsider is made.

A motion to reconsider requires a simple majority vote to pass, but there are two special rules that apply only to the motion to reconsider.

The first issue involves timing. A motion to reconsider must be made at the meeting where the item was first voted upon or at the very next regular meeting or at a special meeting called for that specific item (if properly noticed and on the posted agenda). A motion to reconsider made at a later time is considered untimely and it may not be considered unless the Council suspends the rules to consider it.

Secondly, the motion to reconsider can only be made by a member of the Council who voted in the majority on the original motion. The motion to reconsider may be seconded by any member of

the City Council regardless of how they voted on the original motion. If a member of the Council who voted in the minority on the original motion seeks to make a motion to reconsider, it MUST be ruled out of order by the Mayor. The purpose of this rule is finality. If a member of the minority could make a motion to reconsider, then the item could be brought back again and again, which would defeat the purpose of finality.

If a motion to reconsider passes, then the original matter is back before the Council, and a new original motion is in order. The matter may be discussed as if it were on the floor for the first time.

The City Attorney should be consulted prior to making a motion to reconsider so that potential legal implications can be evaluated in advance.

## 3.9 Courtesy, Decorum and Order.

These rules of order are meant to promote an atmosphere of courtesy and decorum appropriate for the efficient discussion of business. It is the responsibility of the Mayor (and the members of the City Council) to maintain that atmosphere of courtesy and decorum. The Mayor should always ensure that debate and discussion focus on the item and the policy in question, not on the personalities of the participants of the discussion. Debate on policy is healthy; debate on personalities is not. In order to assist in the creation and maintenance of that atmosphere, the following rules shall govern all meetings:

- 1. *Request to Speak*. Before a Council Member, staff member or an audience member may speak on open session agenda items, they must first be recognized by the Mayor. Upon recognition the person requesting to speak shall hold the floor and shall make their point clearly and succinctly. Public comments must be kept relevant to agenda items or other matters over which the city council has jurisdiction. The Mayor shall rule on the relevance of comments. Persons making irrelevant, impertinent, overly redundant or slanderous remarks may be barred by the Mayor from further comment before the Council during the meeting. Audience members may criticize the city council, including criticism of any act, omission, policy, procedure, program, or service. The Mayor has the right to cut a speaker off if the discussion becomes too personal to an individual, loud, crude, irrelevant, impertinent, redundant, or slanderous.
- 2. *Order*. While the Council is in session, all Council Members must preserve order and decorum. If a person fails to request to speak before speaking, the Mayor shall rule them 'out of order' and remind them that they do not have the floor. A person shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the meeting, nor disturb any other person while speaking or refuse to obey the orders of the Mayor. Members of the City Council should not leave their seats during a meeting without first recusing themselves, obtaining permission of the Mayor, or making a motion to recess.
- 3. *Improper References Prohibited*. Every person desiring to speak shall address the entire Council and shall not single out a member of the Council, the audience or a staff member. Speakers shall confine themselves to the question under debate, avoiding all personal attacks and indecorous language.
- 4. Interruptions. A Council Member, once recognized, shall not be interrupted when

speaking unless it is to call the member to order, or other such interruption expressed below. If the Council Member, while speaking, is called to order, the member shall cease speaking until the question of order is determined, and if the Council Member is found to be in order, the member shall be permitted to proceed speaking. Allowable interruptions or points of order are as follows:

- a. *Point of Privilege*. The proper interruption would be: "Point of Privilege." The Mayor would then ask the interrupter to, "state your point." Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room might be too hot or cold, or a fan motor might interfere with a Council Members ability to hear.
- b. *Point of Order*. The proper interruption would be: "Point of Order." The Mayor would then ask the interrupter to, "state your point." Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the Mayor called for a vote on a motion that permits debate without allowing any discussion.
- c. *Motion to Appeal.* If the Mayor makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the Mayor by stating, "motion to appeal." If the motion is seconded and after debate if it passes by a simple majority vote, the ruling of the Mayor is reversed.
- d. *Call for orders of the day.* If a council member believes the discussion has strayed from the agenda, the member may say, "let's return to the agenda." The motion does not require a vote. If the Mayor discovers that the discussion has strayed from the agenda, the Mayor simply returns to the business of the day.
- e. *Withdraw a Motion*. During the debate and discussion of a motion, the original maker of the motion on the floor, at any time, may interrupt the speaker to withdraw his or her motion. The motion is immediately deemed withdrawn and discussion on the motion shall cease. Council members are free to make the same motion or another motion.

#### 3.3 City Council and Board Member Disruptions.

As stated in Resolution R-2017-20, when members of the City Council or other Board Members become engaged in heated discussions that could be construed as not following parliamentary procedures. It will be the responsibility of the Presiding Officer (Mayor or Board Chair) to restore order to the meeting. In the event that order cannot be immediately restored, the Presiding Officer should call for a recess. When the recess is called, a sufficient number of the City Council or Board Members should depart the room so that a quorum is no longer present. Information Technology personnel will ensure that the microphones and audio for the television channel are turned off. The Presiding Officer will determine what action to take and will resume the meeting, when appropriate. Law enforcement personnel will not become involved unless a crime (i.e. assault, terroristic threat, etc.) is committed.

#### **3.4** Audience Disruptions.

It is against the laws of the State of Texas for anyone to intentionally or recklessly disrupt official

proceedings. As stated in Resolution R-2017-20, if a member of the audience (gallery) becomes disruptive, the Presiding Officer will inform that person that their conduct is not permissible and to cease. If that person receives a second warning, the Chief of Police or the Chief's designee will position themselves in proximity to that person. On the third warning (when appropriate), the Presiding Officer will inform the person that their actions are disrupting this lawful meeting and they must depart immediately. The Chief of Police or the Chief's designee has the discretion to escort the person out of the chambers and off of City property. In the event the person does not leave the chambers, the person may be subject to being arrested under Section 42.05 of the Texas Penal Code (TPC) and/or Section 38.13 of TPC, or punished as provided in an ordinance enacted under Section 30.05 TPC if the person does not leave the property. In the event the same person comes to a subsequent meeting and disrupts that meeting to the point they are requested to leave again, a criminal trespass warning can be issued.

## 3.5 Council May Discipline its Own Members.

In the event a Council Member violates the Charter, these rules or any other ordinance of the city, or acts in a manner that causes embarrassment or disgrace to the City of Bastrop, the City Council on supermajority vote may discipline the offending member. To consider such an action, the Mayor or two Council Members may place the item on an agenda.

Such action may only take place after an executive session is held to discuss the offense. The offending member shall be present at the executive session to answer any questions asked by members of the City Council or make other statements as the member may desire to make in their defense. If the offending member refuses to attend the executive session, the remaining members of the City Council may proceed in their absence.

The outcome of the executive session may be as follows and shall be made publicly in open session in accordance with the Texas Open Meetings Act:

- 1. No Action. The City Council chooses to take no action.
- 2. *Private Censure*. The City Council may choose to privately censure the offending member, leaving their comments to the offending member left in the confines of the executive session.
- 3. *Public Censure*. The City Council may choose to publicly censure the offending member through a resolution passed by supermajority vote and entered into the public record.

# **ARTICLE 4.**

# AGENDA ORDER

The City Manager or an appropriate designee shall prepare a draft agenda and deliver it to City Council via electronic transmission on the Monday prior to the final agenda posting. The City Manager or an

appropriate designee shall prepare an agenda and cause the same to be posted in accordance with the Texas Open Meetings Act. Agendas and packet material shall be delivered to the City Council via electronic format uploaded into a cloud storage service. City Council shall be notified via email that the agenda and packet have been uploaded and available for review 72 hours prior to a regularly scheduled Council Meeting. The goal would be to upload the agenda and packet on Thursday prior to a regularly scheduled Council Meeting. In the event of an emergency meeting of the City Council, this provision shall be suspended when not inconsistent with the provisions of federal or state law or the City Charter.

In order to facilitate the agenda process, the Mayor, two Council Members, or the City Manager may place an item on the agenda. Staff assistance, if required, should be requested through the City Manager (City Charter, Article III, Section 3.05 Prohibitions). Agenda items must be provided to the City Manager's Office at City Hall by 12:00 noon on the 7<sup>th</sup> calendar day preceding the date of the regular meeting. If the agenda topic does not allow for staff to adequately prepare information for Council's consideration, the item may be postponed until the next regular meeting.

#### 4.1 Call to Order.

The Mayor shall call the meeting to order. The Mayor shall announce that a quorum of the City Council is present and shall state for the record the names of all members of the City Council that are absent.

#### 4.2 Pledges of Allegiance to the United States & Texas Flags.

The Council shall recite the Pledge of Allegiance, first to the United States Flag, and then to the state Flag of Texas. The Council welcomes individuals and organizations, young and old, to lead the Pledges.

#### 4.3 Invocation.

All regular meetings of the City Council shall include an invocation.

#### 4.4 **Presentations.**

Presentations may be made by the Mayor, City Council, or Staff. Proclamations shall be read by the City Secretary and signed by the City Manager. All City Council Members will be afforded the opportunity to pose for a group photograph for the proclamation.\_Outside entities and organizations granted permission to make a presentation shall be placed in this section.

Proposed proclamations and resolutions will not be placed on an agenda or brought before the City Council for discussion or action that:

- a. Take a position on a matter of religious or spiritual values or principles, including ones that advance one religion, denomination or article of faith over another;
- b. Promote political partisanship favoring one party over another;
- c. Advocate outcomes in legal matters in which the City of Bastrop is not a party and are pending before a court or administrative law body (e.g., State Office of Hearings Examiners);
- d. Is contrary to a policy position stated in an ordinance previously adopted by the Council (unless the Council is in the process of amending or repealing the prior ordinance).

#### 4.5 Work Session/Briefings.

Items may be included in this section for the purpose of conducting a detailed and thorough exploration of matters that may subsequently come before City Council as an item for individual consideration. All questions of a technical nature, which require a detailed explanation for understanding, may be considered in a work session. Council may, through the City Manager, request the attendance of such staff members or outside experts as may be required to answer such questions. No formal action may be taken on items. Council may provide staff direction on the matter being considered. Citizen comments and questions will be considered at the end of the prepared presentation and after Council has asked questions.

#### 4.6 Staff and Board Briefings.

Items that are provided to Council on a routine basis, such as monthly financial statements and quarterly investment reports, should be included in this section. Appointed boards of the City, who have been requested to provide periodic updates, such as the Bastrop Economic Development Corporation and Visit Bastrop, will be included in this section.

#### 4.7 Citizen Comments .

Every agenda must include the following language for purposes of open and transparency to inform the public of how to appropriately address the City Council:

At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the Council must complete a citizen comment form and give the completed form to the City Secretary prior to the start of the Citizen Comments. Alternatively, 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 electronically by this time will be given to the City Council during the meeting and included in the public record, but not read aloud. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, the City Council cannot discuss issues raised or make any decision at this time. Instead, the 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 the City Manager for research and possible future action.

It is not the intention of the City of Bastrop to provide a public forum for the embarrassment or demeaning of any individual or group. Neither is it the intention of the Council to allow a member of the public to slur the performance, honesty, and/or integrity of the Council, as a body, or any member or members of the Council individually or collectively, or members of the City's staff. Accordingly, profane, insulting, or threatening language directed toward the Council and/or any person in the Council's presence will not be tolerated.

#### 4.8 (A) Approval of the Minutes.

The Council shall consider the minutes of any meeting presented for their review since the last regular meeting. This heading will only be used when there are no other items listed on a consent agenda; otherwise, this heading may take the form of one item among others on the Consent Agenda.

#### 4.8 (B) Consent Agenda Items.

There is hereby established, as a part of every agenda for regular and/or special called meetings of the City Council, a portion of said agenda that shall be labeled "consent agenda." Said consent

agenda may consist of any and all business regularly coming before the City Council including approval of the minutes of previous meetings.

Any member of the City Council or a citizen may request that any item be removed from the consent agenda and considered separately prior to the City Secretary reading the caption of each item. If any item was removed from the consent agenda, it will be considered immediately following approval of the remainder of the consent agenda.

The City Secretary shall read the caption of each item and/or ordinance prior to a motion being made to approve the Consent Agenda. Once a second is received on the motion, the Council shall vote.

All items set out in the consent agenda shall be deemed passed upon passage of an affirmative motion, by a vote of the majority of the members of the City Council, that the consent agenda be adopted. No further action shall be deemed necessary, and all such items appearing on the consent agenda, upon passage of such motion, shall be deemed adopted as if voted upon separately.

#### 4.9 Items for Individual Consideration.

Items for individual consideration shall be considered by the City Council individually and approved by either a simple majority vote or a supermajority vote as the case may be.

Public hearings, which are statutorily required, shall be included in this section. The Mayor shall first request staff comments. The Mayor shall open the public hearing and receive citizen input. While the public hearing is open, Council may ask questions of the speakers, but may not deliberate or argue with the public on the matter at hand. Those speaking at a public hearing are required to follow the rules established herein for citizen comments. Upon conclusion of citizen comments, the Mayor shall close the public hearing. Council may deliberate or take action on the matter at hand upon the closing of the public hearing.

Unless a majority of the City Council votes to proceed with consideration, items listed for individual consideration shall be removed at the request of one of the following:

- a. the Mayor,
- b. the item's sponsor(s),
- c. the city manager,
- d. the council liaison to board or commission giving rise to the item, or
- e. the applicant seeking an approval from the Council.

#### 4.10 Executive Session Items.

This section is only used when it is known in advance that it is necessary for the Council to convene in executive session. Executive sessions are sessions closed to the public. They are only permitted for the purpose of discussing matters enumerated in Chapter 551, Open Meetings Act of the Texas Government Code. Disclosure of topics to be discussed shall be made to the public in accordance with the requirements of the Open Meetings Act.

If the subject of the executive session warrants, the executive session may be held prior to the regular session. Council may agree in Executive Session what can be shared in public prior to concluding the Executive Session. Nothing herein shall limit the ability of the Council to adjourn

into Executive Session at any time during a meeting to discuss any agenda item.

#### 4.11 Action on Executive Session Items.

This section is only used if Council conducts an executive session. As a general rule, action on executive session items must be taken during public/open session of the Council, unless as authorized by law. Action may include the taking of no action at all.

#### 4.12 Adjournment.

The Mayor shall adjourn the meeting upon passage of the appropriate motion.

# **ARTICLE 5.**

# **RULES GOVERNING CITIZEN COMMENTS**

#### 5.1 Purpose.

It is the desire of the City Council to hear from the citizens of Bastrop and to stimulate discussion and offer a forum for a cordial and meaningful public debate on matters that are properly a concern of the City Council. The following rules shall control and govern audience comments.

#### 5.2 Rules for Audience Comments.

Immediately preceding the opening of a public hearing, the Mayor may direct the City Secretary to read the rules governing citizen comments during a Public Hearing. Generally, the rules for a Public Hearing are the same as for Citizen Comments (below); however, the rules for Public Hearings may be altered by the Mayor in advance of the hearing if reasonably necessary to facilitate audience input, Council deliberations, and an efficient meeting.

#### **5.3 Rules Governing Citizen Comments.**

- 1. Citizen comments are limited to those speakers who have been acknowledged by the Presiding Officer and who speak from the designated microphone.
- 2. Each speaker is limited to a maximum timed limit of three minutes on any item except for a public hearing item for which the Presiding Officer has announced a longer time period is allowed. Speakers cannot pool or donate their time allotment to other speakers.
- 3. No individual may address the Council without submitting a speaker card, which may be done online or in person. The card must clearly state the subject or issue on which the citizen wishes to speak. If the subject matter does not pertain to city business, the Mayor shall advise the individual and/or make recommendations as to how they may get the issue addressed.
- 4. No individual may address the Council without submitting a speaker card, which may be done online or in person. The card must clearly state the subject or issue on which the citizen wishes to speak. If the subject matter does not pertain to city business, the Mayor shall advise the individual and/or make recommendations as to how they may get the issue addressed.
- 5. Citizens speaking on agenda items shall restrict their comments to the subject matter listed. Citizens speaking on agenda items may make comments either during the Citizen Comment portion of the agenda or when the City Council takes up that particular agenda item.
- 6. Citizens speaking on non-agenda items shall only speak during the Citizens Comment portion of the agenda.

- 7. Council may not act upon or discuss any issue brought forth as a non-agenda item, except to:
  - a. Make a statement of specific factual information given in response to the inquiry, or
  - b. A recitation of existing policy in response to the inquiry.

Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

- 8. Proper respect, decorum, and conduct shall prevail at all times. Impertinent, slanderous, or personal attacks are strictly prohibited and violators may be removed from the Council Chambers.
- 9. No placards, banners or signs may be displayed in the Council Chambers or City Hall. Exhibits relating to a presentation are acceptable provided that copies are given to the City Attorney for reference, and to the City Secretary to be included in the official records of the meeting.
- Because of cyber-security concerns, citizens are not allowed to utilize the City's audiovisual equipment for electronic multi-media presentations unless permission is granted by the City Secretary at least 24 hours in advance (at the City Secretary's sole discretion). Hard copies must be provided to the City Secretary to be included in the official records of the meeting.
- 11. Arguing loudly or forcefully, efforts at intimidation of speakers or attendees, or other disruptive behavior is prohibited. Civil discussion and/or debate are acceptable on items specifically listed on the agenda.
- 12. Unauthorized remarks from the audience, stomping of feet, applauding, whistles, yells, or any type of disruptive behavior is prohibited. Applause of appreciation may be acceptable when recognizing a significant event or achievement.
- 13. Council meetings are the workplace to carry out the business of the City of Bastrop; therefore, any conduct that could constitute harassment in the workplace is prohibited.

## 5.4 Preservation of Order.

As referenced in Article 3.11 above, the Mayor shall preserve order and decorum and, if necessary, shall cause to be silenced or removed from the Council Chambers any non-Council Member speaking out of order or disrupting the order of the meeting.

#### 5.5 Applicants.

An applicant appearing before the Council seeking approval for items such as contracts or development authorizations is limited to a maximum time of ten minutes. An applicant who has made a presentation to the Council must again be recognized before being allowed to return to the podium to make additional comments or answer questions.

# **ARTICLE 6.**

# COUNCIL LIAISONS TO BOARDS AND COMMISSIONS

One Council Member will be appointed as the council liaison to each of the city's boards and commissions annually as a part of the Board & Commission Member appointment process, except for the Ethics Commission, Bastrop Housing Authority, Zoning Board of Adjustments, and the Hunters Crossing Local Government Corporation (Council Members are appointed to this board). The Mayor will appoint council liaisons with consideration given to applicable expertise. Council liaisons are asked to make every effort to attend the meetings of the boards or commissions to which they have been appointed as liaison. Board and commission members may contact their council liaison concerning items of concern or interest with regard to their appointed board.

# **ARTICLE 7.**

MOTION/ORDER	REQUIRES SECOND	DEBATABLE	AMENDABLE	VOTE TYPE
Basic Motion	Yes	Yes	Yes	Simple
Motion to Amend	*	No	Yes	N/A
Motion to Adjourn	Yes	No	No	Simple
Motion to Recess	Yes	No	Yes	Simple
Motion to Fix the Time to Adjourn	Yes	No	No	Simple
Motion to Table	Yes	No	No	Simple
Motion to Limit Debate	Yes	No	No	Super
Motion to Object to the Consideration of an Item	Yes	No	No	Super
Motion to Suspend Rules	Yes	No	No	Super
Motion to Reconsider	Yes	Yes	Yes	Simple
Point of Privilege	No	No	No	N/A
Point of Order	No	No	No	N/A
Motion to Appeal	Yes	Yes	No	Simple
Call for Orders of the Day	No	No	No	N/A
Withdraw a Motion	No	No	No	N/A
Motion to Enforce	Yes	No	No	Simple

# TABLE OF MOTIONS AND POINTS OF ORDER

**NOTE:**\* For the purposes of these rules, Amendments are not debatable and only require the approval of the member who made the original motion. An amendment to an amendment, requires first the approval of the member

who made the original amendment and secondly the approval of the member who made the original motion.



#### MEETING DATE: September 17, 2024

#### TITLE:

Consider and act on Resolution R-2024-121, Approving changes to the Bastrop Economic Development Corporation's Revolving Loan Fund (RLF) Program; repealing all resolutions in conflict; and providing an effective date.

#### AGENDA ITEM SUBMITTED BY:

Submitted by: Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, BEDC Interim Executive Director and City Manager

#### **BACKGROUND/HISTORY:**

The BEDC board recently adopted a small business loan program made possible by the generous donation of Roscoe Bank. The program, known as the Revolving Loan Fund (RLF), assists with business retention and business expansion, core principles of the BEDC.

The revised program seeks to remove the BEDC from the actual loan originator to a loan guarantor. With assistance from Roscoe Bank, the staff seeks to change the RLF policy to have the applicant first apply with Roscoe Bank, and if necessary (due to credit or other limitations) the BEDC may then guarantee the loan by moving the loan funds to a restricted account that would pay Roscoe in the event of applicant default.

Roscoe Bank is agreeable and has worked with board member Frank Urbanek on the basic terms sheet included in the agenda packet.

Lastly, the program description is modified to show a guarantee, and not a loan, as well as removing the application packet itself.

The BEDC Board approved the changes to the program via Resolution R-2024-0009 at their August 26, 2024, board meeting. Those changes now require City Council approval.

#### FISCAL IMPACT:

None

#### **RECOMMENDATION:**

Approve the partnership with Roscoe Bank and approve the RLF documents as submitted.

#### ATTACHMENTS:

Item 9F.

- Draft City Council Resolution R-2024-121
   Approved BEDC Resolution R-2024-0009
- 3. RLF redlined document
- 4. Proposed Roscoe Bank terms

#### **RESOLUTION NO. R-2024-121**

#### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING CHANGES TO THE BASTROP ECONOMIC DEVELOPMENT CORPORATION'S REVOLVING LOAN FUND (RLF) 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, on July 24, 2023, the BEDC established a "Revolving Loan Fund Program" with funding from Roscoe Bank in Bastrop, the purpose of which is to provide Bastrop businesses with access to capital so they may achieve positive public outcomes while creating a direct overall improvement and stimulus to the local economy; and

**WHEREAS**, on May 20, 2024, the BEDC further modified the Program by establishing a review committee to evaluate applications to the Revolving Loan Fund Program; and

WHEREAS, the BEDC currently wishes to modify certain Program policies by changing the role of the BEDC from a loan originator to a loan guarantor, with BEDC funds held in a restricted account for payment to Roscoe in the event of applicant default; and

**WHEREAS**, Roscoe Bank has considered this modification to the Program and agrees with the reestablishment of BEDC and Bank roles as provided; and

**WHEREAS**, at the August 26, 2024, BEDC board meeting, the BEDC found that this modification to the Revolving Loan Fund Program structure will further benefit Bastrop businesses and the overall economy, and is in the best interests of the BEDC and the City of Bastrop.

**WHEREAS,** the City has reviewed the August 26, 2024, 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:

<u>Section 1</u>. Findings and Determination. The City Council hereby finds and determines that it is in the best interest of the BEDC and the City to approve the modification of the Revolving Loan Fund Program as provided in the policy and other Program documents provided hereto as Exhibit "A."

<u>Section 2</u>. 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.

<u>Section 3</u>. Any prior resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

<u>Section 4</u>. 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.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 17th day of September 2024.

# APPROVED:

Lyle Nelson, Mayor

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

**Exhibit "A"** BEDC Revolving Loan Fund Program Policy

#### **RESOLUTION NO. R-2024-0009**

#### A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION REDEFINING ITS ROLE AS LOAN ORIGINATOR TO THAT OF LOAN GUARANTOR IN THE REVOLVING LOAN FUND PROGRAM WITH ROSCOE BANK; REPEALING ALL OTHER RESOLUTIONS IN CONFLICT; AND AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO EXECUTE ALL NECESSARY IMPLEMENTING DOCUMENTATION.

WHEREAS, the Bastrop Economic Development Corporation ("BEDC") is a public instrumentality and non-profit industrial development corporation duly established and operating under Texas Local Government Code, Chapters 501 and 505 *et seq.*, as amended, known as the Development Corporation Act of 1979 (the "Act"); and

WHEREAS, on July 24, 2023, the BEDC established a "Revolving Loan Fund Program" with funding from Roscoe Bank in Bastrop, the purpose of which is to provide Bastrop businesses with access to capital so they may achieve positive public outcomes while creating a direct overall improvement and stimulus to the local economy; and

WHEREAS, on May 20, 2024, the BEDC further modified the Program by establishing a review committee to evaluate applications to the Revolving Loan Fund Program; and

WHEREAS, the BEDC currently wishes to modify certain Program policies by changing the role of the BEDC from a loan originator to a loan guarantor, with BEDC funds held in a restricted account for payment to Roscoe in the event of applicant default; and

WHEREAS, Roscoe Bank has considered this modification to the Program and agrees with the reestablishment of BEDC and Bank roles as provided; and

**WHEREAS**, the BEDC therefore finds that this modification to the Revolving Loan Fund Program structure will further benefit Bastrop businesses and the overall economy, and is in the best interests of the BEDC and the City of Bastrop.

# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION THAT:

**SECTION 1**. The Board hereby finds that all of the recitals above are true and correct and are incorporated herein as if restated in full.

**SECTION 2**. The Board approves the modification of the Revolving Loan Fund Program as provided in the policy and other Program documents provided hereto as Exhibit "A."

**SECTION 3.** The Board hereby authorizes the BEDC Interim Executive Director to execute all documentation necessary to effectuate this modification and administer the Program as revised.

**SECTION 4**. Any prior resolutions of the BEDC Board of Directors in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 5. This Resolution is effective upon passage.

**PASSED AND APPROVED** on the 26<sup>th</sup> day of August 2024, by the Board of Directors of the Bastrop Economic Development Corporation.

BASTROP ECONOMIC DEVELOPMENT CORPORATION

Ron Spencer, Board Chair

ATTEST:

Frank Urbanek, Board Secretary

APPROVED AS TO FORM:

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Denton Navarro Rodriguez Bernal Santee & Zech, P.C. Board Counsel

# **Exhibit "A"** BEDC Revolving Loan Fund Program Policy



### Bastrop Economic Development Corporation Revolving Loan Fund Program Policy

#### I. <u>GENERAL POLICY</u>

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 a financial guarantee for 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 by partnering with Roscoe Bank, local lenders such as banks or credit unions who will originate the loan.

#### II. ECONOMIC OBJECTIVES

The Bastrop Economic Development Corporation (BEDC) will consider guaranteeing 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. <u>DEFINITIONS</u>

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 through appointment at a scheduled board meeting.

- 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  $\frac{3,000}{2,500}$  up to  $\frac{1}{2,500}$  up to  $\frac{1}{2,500}$ . 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.bastropedc.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:

<del>Business</del> Status	Personal Credit Score	<del>Business</del> Annual Revenues	<del>Years in</del> <del>Business</del>	<del>Business</del> <del>Plan</del>	A <del>rticles of Org/Incorp/</del> EIN	<del>3 Months Personal Bank</del> Statements	<del>3 Months Business- Bank- Statements</del>
Existing	<del>&gt;600</del>	<del>\$50,000</del>	<mark>≻1 Year</mark>	<del>Yes</del>	<del>Yes</del>	No	<del>Yes</del>
Start-Up	<del>&gt;700</del>	<del>N/A</del>	N/A	<del>Yes</del>	<del>Yes</del>	<del>Yes</del>	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)	<del>Total Score-</del>	<del>Risk Score</del> Average (Total Score/3)
--	------------------------------	---	---	-----------------------------	---

Risk Score:	-	-	-	-	-
<del>1 - Low</del>	-	-	-	-	_
<del>2 - Medium</del>	-	-	-	-	_
<del>3 - High</del>	-	-	-	-	-

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.

#### LOAN REVIEW

A copy of the loan summary, <u>application, and Bank recommendation</u> and <u>application</u> 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 Bank 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. If required, <u>t</u>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 guarantee a loan to a business that meets the requirements of the Policy. The BEDC is not required to make guarantee 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.

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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 \$<del>3,000 <u>\$2,500</u></del>
- 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 will 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.
- 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. <u>POST-APPROVAL OF RLF RECIPIENT</u>

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 <u>Roscoe Bank</u> 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 <u>at the budget planning meeting</u> each year.

#### XIV. <u>DEFAULT</u>

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.

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DRAFT 8.26.24

#### Bastrop Economic Development Corporation Revolving Loan Fund (RLF) Process

Item 9F.

**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-Roscoe Bank

BEDC staff review application and documents for completeness Roscoe Bank issues recommendation to BEDC

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 <u>business is notified of any additional contingencies required by the Board Roscoe</u>. Bank is notified, BEDC transfers funds to a secured Roscoe Bank Account

> Loan is <del>awarded to</del> businessguaranteed, Bank issues fund proceeds

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

EDC

## Bastrop Economic Development Corporation

## **Revolving Loan Fund Application Form**

Applicant Information					
Name of Applicant(s):					
Address: Cit	ty, State in the let				
Phone Numbers:					
Email Address:					
Information about Your Business					
Name of Business:					
Address of Business:	Zip Code:				
Phone Numbers:					
Type of Business: Emp mber:					
Number of Employees: Full-Time: Pa	Number of Employees: Full-Time: Part-Tiv				
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:					
Site Preparation or Demolition:					
Rehabilitation or Renovation:					
New Machinery and Equipment:					
Inventory and Working Capital:					
Other:	Other:				

Additional Requirements	ltem 9l
Each complete application to be submitted shall include the following items:	
<ol> <li>A cover letter describing the project, explaining the need for Economic Development Loan Funds, and describing the public benefits of the project.</li> </ol>	
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 the cluding bal/ recent interim statements.	
5. A current personal financial statement of any on the business.	
6. A project budget showing a breakdown of the total of funds for the project.	
Private Financing Information         If private financing is being requested for this pro         Financial Institution:         Address:         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 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

Roscoe Bank will be the authorized intermediary lender participating in BEDC microloan program and have its own lending and credit requirements. Personal guarantee of the business owner will be required along with a credit check for individuals and/or their business to determine character and ability to make payments on time. Minimum FICO score 650 on individuals and personal guarantee.

BEDC microloans can be used for purposes that help small businesses expand and to be used when in need of \$2,500 up to \$10,000 to rebuild, re-open, repair, enhance, or improve one's small business. Minimum loan amount is \$2,500. Prospect must complete a Roscoe Bank application and provide required documents including but not limited to: financial statements, business plans, tax returns, and bank statements. Once loan request is approved and accepted, the approved funds are transferred to the business's bank account to be held at Roscoe Bank. Client is to make regular payments according to the agreed schedule, including principal and interest, based on the loan terms.

#### Examples include:

- Working capital
- Inventory
- Supplies
- Furniture
- Fixtures
- Machinery
- Equipment

Proceeds from a BEDC microloan cannot be used to pay existing debts or to purchase real estate.

To be eligible for BEDC loan assistance, businesses must:

- Be an operating business
- Operate for profit
- Be headquartered/located in the City of Bastrop or ETJ
- Be creditworthy and demonstrate a reasonable ability to repay the loan

The following types of businesses are ineligible:

- (a) Non-profit businesses;
- (b) Financial businesses primarily engaged in the business of lending, such as banks, finance companies, and factors (pawn shops, although engaged in lending, may qualify in some circumstances);
- (c) Passive businesses owned by developers and landlords that do not actively use or occupy the assets acquired or improved with the loan proceeds;
- (d) Life insurance companies;

- (e) Businesses located in a foreign country;
- (f) Pyramid sale distribution plans;
- (g) Businesses deriving gross annual revenue from legal gambling activities;
- (h) Businesses engaged in any activity that is illegal under Federal, State, or local law;
- (i) Private clubs and businesses which limit the number of memberships for reasons other than capacity;
- (j) Government-owned entities;
- (k)-(m) [Reserved]
- (n) Businesses with an Associate who is currently incarcerated, serving a sentence of imprisonment imposed upon adjudication of guilty, or is under indictment for a felony or any crime involving or relating to financial misconduct or a false statement;
- (o) Businesses which:
  - 1) Present live performances of a prurient sexual nature; or
  - Derive directly or indirectly more than *de minimis* gross revenue through the sale of products or services, or the presentation of any depictions or displays, of a prurient sexual nature;
- (p) Unless waived by BEDC or intermediary lender for good cause, businesses that have previously defaulted on loan assistance financing, loan or credit facility resulting in sustaining a loss in any programs, and businesses owned or controlled by an applicant or any of its Associates which previously owned, operated, or controlled a business which defaulted on loan assistance financing, loan or credit facility which was defaulted and caused to sustain a loss in any programs. For purposes of this section, a compromise agreement shall also be considered a loss;
- (q) Businesses primarily engaged in political or lobbying activities; and
- (r) Speculative businesses (such as oil wildcatting).



# **STAFF REPORT**

MEETING DATE: September 17, 2024

#### TITLE:

Consider and act to adopt Resolution No. R-2024-127, Casting a ballot for Election of Places 11-14 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool for a six (6) year Term.

#### AGENDA ITEM SUBMITTED BY:

Submitted by: Irma Parker, City Secretary

#### **BACKGROUND/HISTORY:**

The city has received the official ballot for the election of Places 11-14 of the Board of Trustees for the Texas Municipal League (TML) Intergovernmental Risk Pool. The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees. City Council may cast a ballot for the nominees or write-in a nominee.

In 1973, the Texas Legislature passed legislation mandating that Texas cities provide workers' compensation coverage to their employees and authorized the creation of the first municipal risk pool in the United States, which was the predecessor of the *TML Intergovernmental Risk Pool* as we know it today. Using contracts called "interlocal agreements," they created the "Texas Municipal League Workers' Compensation Joint Insurance Fund." The Fund began operating on July 1, 1974, with close to 100 members. Today, the Pool provides workers' compensation coverage for almost 200,000 local government employees, including 34,000 first responders. An 18-member Board of Trustees — composed primarily of city officials — oversees 250 Pool employees who administer the coverages.

#### FISCAL IMPACT:

The City pays into the Pool to provide Workers' Compensation, Property, and Liability Insurance.

#### **RECOMMENDATION:**

The City Council cast a ballot for Places 11-14 of the TMLIRP Board of Trustees

#### ATTACHMENTS:

- 1. Resolution
- 2. Ballot

#### **RESOLUTION NO. R-2024-127**

#### A RESOLUTION OF THE CITY OF BASTROP, TEXAS CASTING THE OFFICIAL BALLOT FOR TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL (TMLIRP) BOARD OF TRUSTEES FOR A 6-YEAR TERM; PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, EFFECTIVE DATE, AND PROPER NOTICE & MEETING.

- WHEREAS, the City Council of the City of Bastrop (City Council) is a member of Texas Municipal League Intergovernmental Risk Pool which provides workers' compensation coverage for almost 200,000 local government employees, including 34,000 first responders; and
- WHEREAS, after legislation in 1973 that mandated Texas cities provide workers' compensation coverage to their employees TML Intergovernmental Risk Pool (Pool) began operating on July 1, 1974; and
- WHEREAS, an 18-member Board of Trustees composed primarily of city officials oversees 250 Pool employees who administer the coverages; and
- WHEREAS, as members of the Pool, the City may cast a ballot to select representatives to the Board of Trustees; and
- **WHEREAS,** the City Council finds that adoption of this Resolution is in the best interest of the City.

## NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP:

**Section 1.** Findings of Fact. The foregoing recitals are incorporated into this resolution ("Resolution") by reference as findings of fact as if expressly set forth word-for-word herein.

**Section 2.** The City Council has selected the following individuals to Place 11- 14 of the TML Intergovernmental Risk Pool Board of Trustees Election:

Place 11 -	
Place 12 -	
Place 13 -	
Place 14 -	

<u>Section 3.</u> The City Secretary is directed to prepare the Ballot for the Mayor's signature and send said Official Ballot to TMLIRP Board Secretary no later than September 30, 2024.

<u>Section 4.</u> 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 5. This Resolution shall be in full force and effect from and after its passage.

<u>Section 6.</u> The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop Texas, on this <u>17<sup>th</sup></u> day of <u>SEPTEMBER</u> 2024.

#### CITY OF BASTROP, TEXAS

Lyle Nelson, Mayor

ATTEST:

#### **APPROVED AS TO FORM:**

Irma G. Parker, City Secretary

Alan Bojorquez, City Attorney

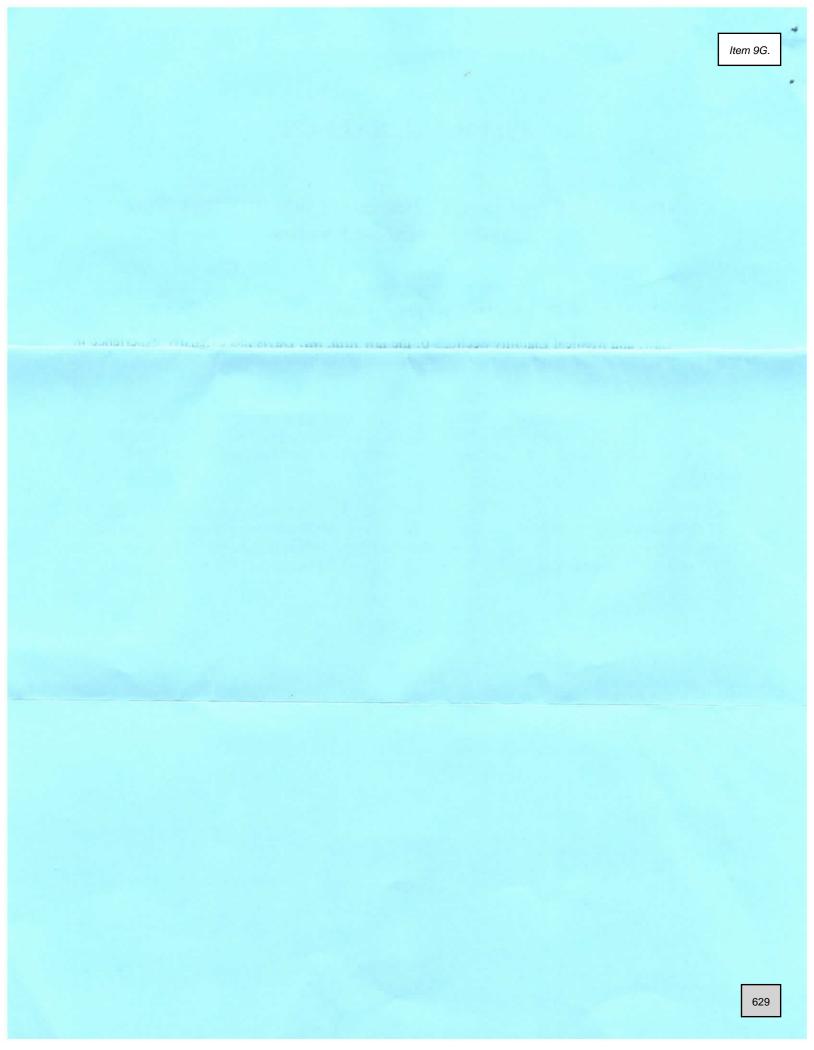
## **OFFICIAL BALLOT**

## Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

This is the official ballot for the election of Places 11 - 14 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees. The names of the candidates for each Place on the Board of Trustees are listed in alphabetical order on this ballot.

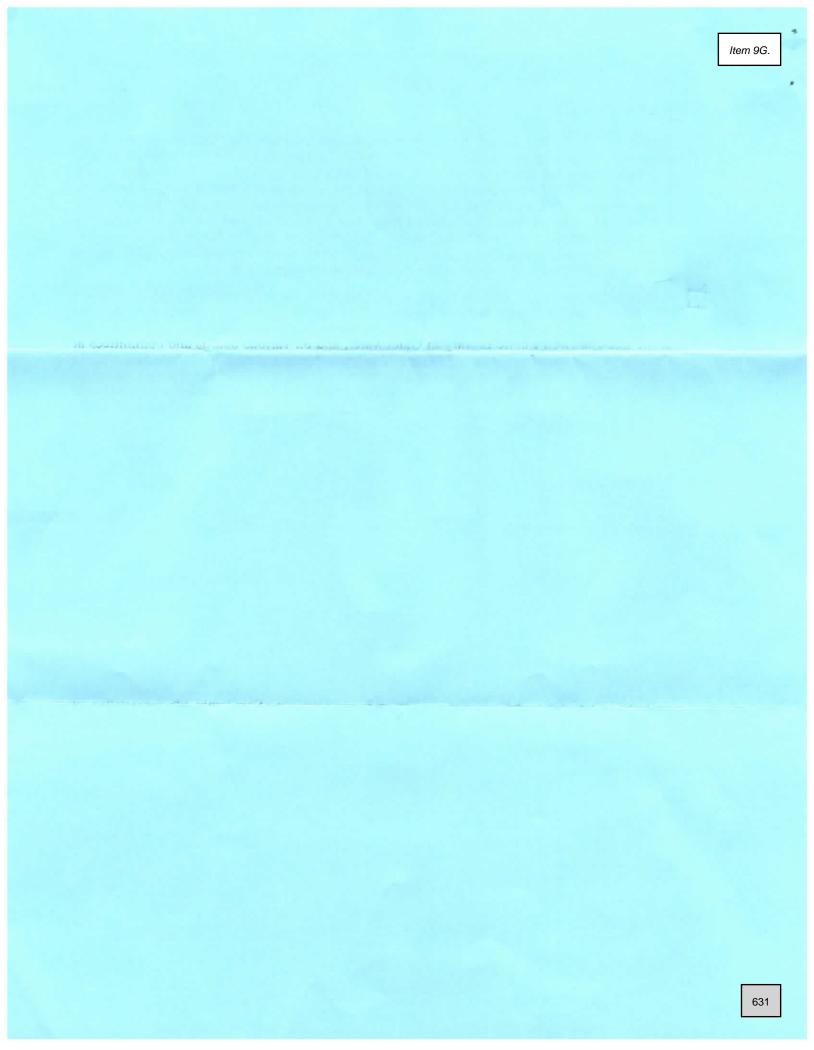
Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2024. Ballots received after September 30, 2024, cannot be counted. The ballot must be properly signed, and all pages of the ballot must be mailed to: Trustee Election, David Reagan, Secretary of the Board, P.O. Box 149194, Austin, Texas 78714-9194. If the ballot is not signed, it will not be counted.



#### PLACE 11

**Randy Criswell.** (Incumbent) Randy Criswell is currently the City Manager of Wolfforth (Region 3), a position he's held since 2022. He has served on the TML Risk Pool Board of Trustees since 2015 and as Chair of the Board from 2020 to 2022. He has been in public service since 1994, having served the City of Canyon in three administrative roles including City Manager, the City of Mineral Wells as City Manager, and his current position. Mr. Criswell has a Bachelor of Science Degree from Texas Tech University in Engineering Technology and is a Certified Public Manager. He is a member of TCMA and a past member of the TCMA Board of Directors. He and his wife Janie have three grown children, and he enjoys golf, his Harley Davidson motorcycle, and spending time with Janie.

**Robert S. Davis**. Robert Davis serves as the City Attorney for the City of Bullard (Region 15). He is a Senior Partner at Flowers Davis PLLC in Tyler and oversees the Business and Commercial Litigation, Insurance Defense, Defense of Governmental Entities, Employment Law, and Medical Liability Sections of the law firm. Mr. Davis has extensive experience in representing governmental entities and government officials in all types of litigation. He also has extensive experience in litigation for major insurance carriers and drafting coverage opinions for insurance carriers. Through the years, he has written many papers for and made numerous presentations to Texas Sheriff's Association, Texas Association of Counties, Texas Jail Association, and Texas Chief Deputies' Association.



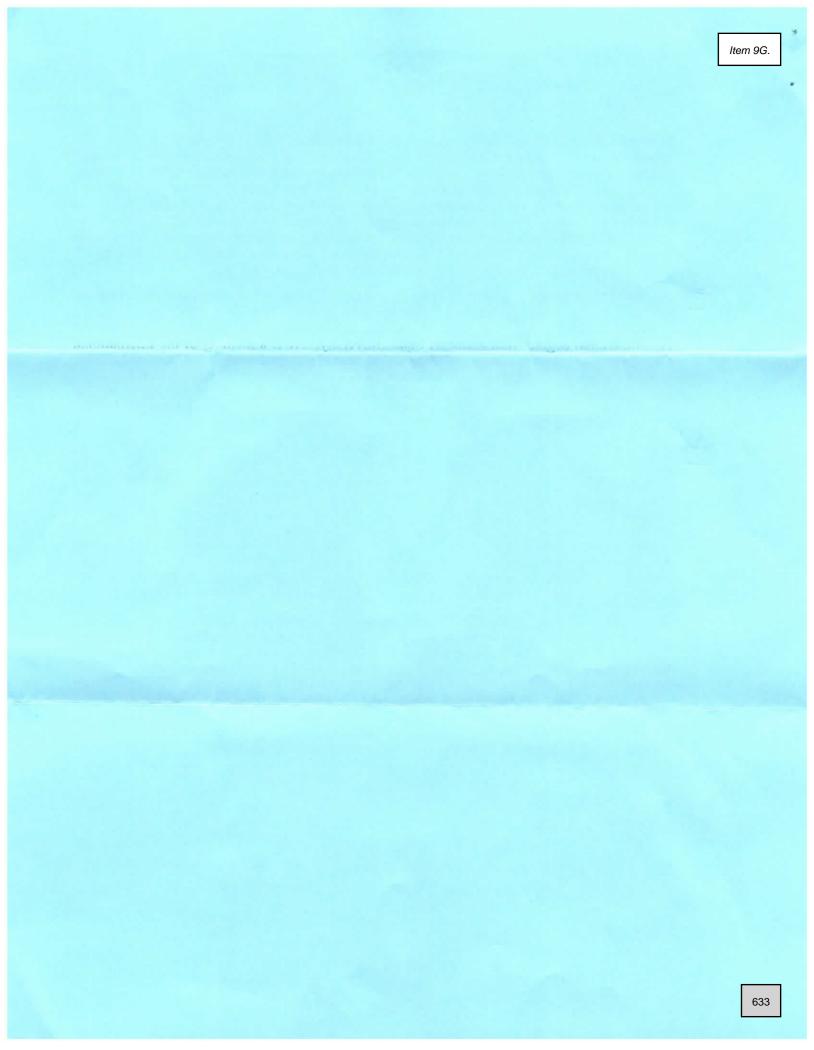
Item 9G.

**Cedric Davis, Sr.** Cedric Davis is the City Manager of the City of Mathis (Region 11). He joined the city's administration team on January3, 2024, and has more than three decades of experience as a public servant. He served as the City Manager of Mathis for over four years, and is a former Chief of Police and Public Educator. He is a graduate of Law Enforcement Management Institute of Texas and the Advanced Military Academy of Texas. He has a Bachelor of Science degree in Criminal Justice Administration from Sam Houston State University. He is a licensed Master Peace Officer, Police Instructor, Investigator, and holds certifications in Public Management, Smart City Practitioner, and Public Finance Investment Officer. In 2008 he served as Mayor of Balch Springs.

**Rocky Hawkins.** Rocky Hawkins is a Councilmember for the City of Gladewater (Region 15), and served as such for four years. He has also served on the Gladewater Lake Board for 10 years, as a Chamber of Commerce Volunteer, as a member of the "Friends of the Library" at the Lee-Bardwell Public Library in Gladewater, and on various boards and committees at First Baptist Church for 30 years. Mr. Hawkins began his career with a brief stint as a Parole Officer for Gregg County; later spent almost 15 years in the Hospitality/Restaurant Business; and finished his career with 30 years at Eastman Chemical Co. He holds an associate's degree in business management from Kilgore College and a B.S. degree in Criminal Justice from Sam Houston State University.

Allison Heyward. (Incumbent) Allison Heyward has served as Councilmember for the City of Schertz (Region 7) since 2018. She also serves on the TML Board of Directors and is currently the TML President Elect. She previously served in 2022 on the TMLIRP Board as the TML Board representative. In January 2023, she was appointed to Place 12 on the TMLIRP Board to fill a vacancy. She holds a Bachelor's Degree in Accounting from Texas Southern University, and is a 2020 graduate of the Chamber Leadership Core Program. Mrs. Heyward is also a TML Leadership Fellow and a Certified Municipal Officer (CMO), having received the TMLI CMO (Certified Municipal Official Designation) Award of Excellence for maintaining the designation for 5 continuous years. She has also been recognized with the President's Award for being one of the top 2 highest earners of Continuing Education Units.

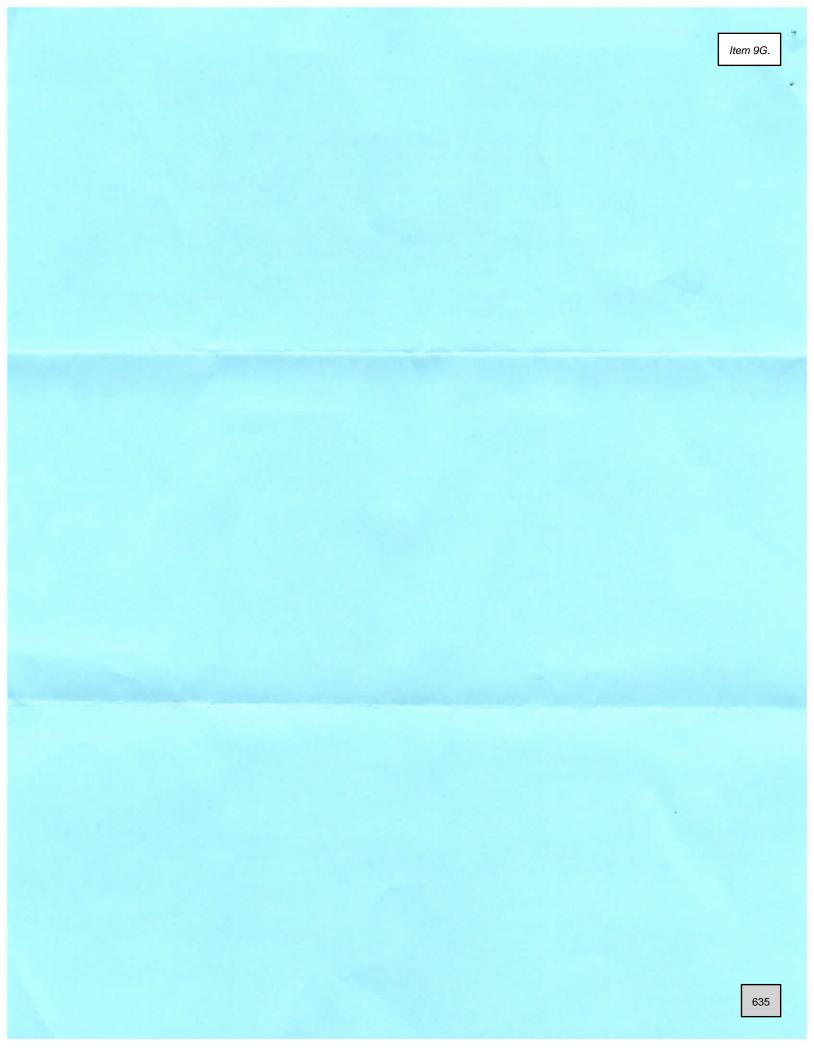
**Rudy Zepeda.** Rudy Zepeda has served as the Finance Director for the City of Santa Fe (Region 14) since 2021. Before joining Santa Fe, Mr. Zepeda served eight years in Dayton, Texas, as Assistant City Manager and Finance Director. He holds a degree in Classics from the University of Arizona and certification in Certified Public Management from Stephen F. Austin University. While Finance Director in Santa Fe, the city earned the Government Finance Officers Association (GFOA) Budget Presentation Award and the Excellence in Financial Reporting award. This year, the city was recognized by the State Comptroller's Office with its Traditional Finances Star Award. Mr. Zepeda's career spans 30 years, with significant experience in both public and private sectors, including 14 years in local government.



#### PLACE 13

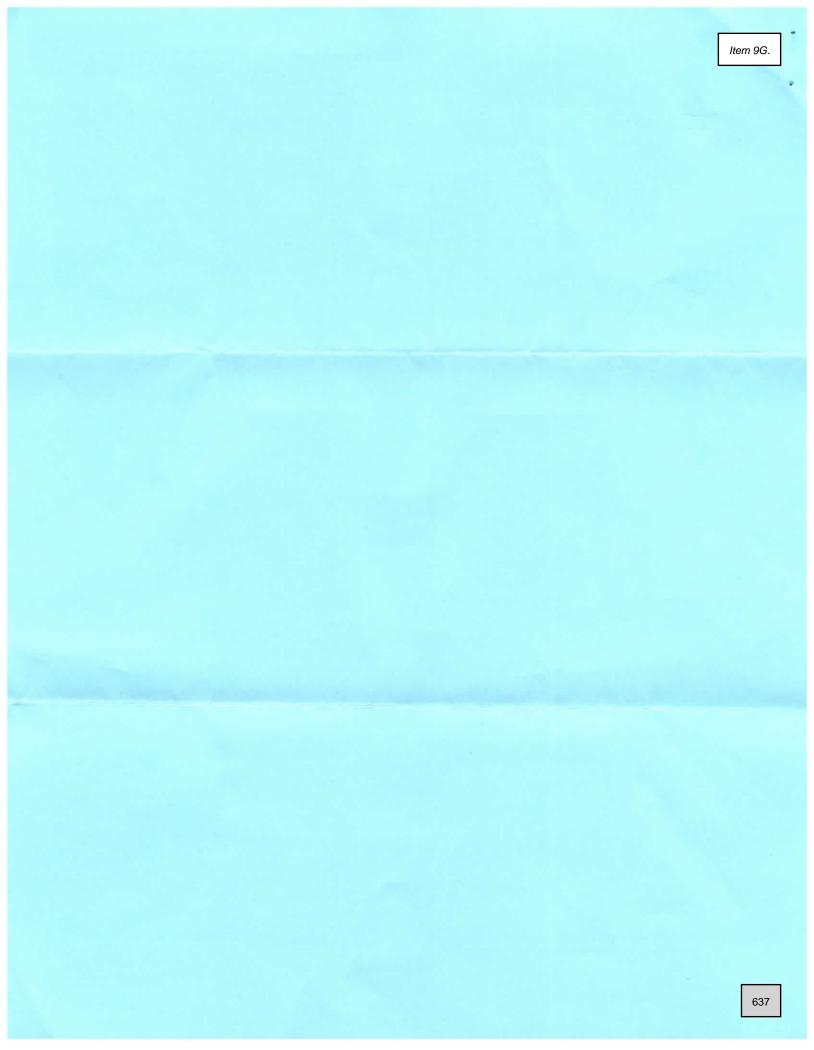
**Harlan Jefferson.** (Incumbent) Deputy City Manager for the City of Burleson (Region 13). Mr. Jefferson has been in public service for 41 years, serving as a Risk Manager for the City of Denton early in his career and serving as Town Manager for Flower Mound and Prosper, Texas. Mr. Jefferson is an active member of the Texas City Management Association (TCMA), having served on its Board of Directors and is a Past President of the North Texas City Manager Association. He holds a Bachelor of Arts in Political Science and a Master of Public Administration from the University of North Texas. Additionally, he is an Adjunct Faculty member in the Master of Public Administration Program at the University of North Texas.

James Quin. City Administrator for the City of Hutchins (Region 13) since March 2022. He served as City Administrator of Haslet for 8 years and City Manager for Richland Hills for 16 years. Mr. Quin earned a Bachelor of Science Education degree and a Master of Public Administration degree from Missouri State University. He is a member of the International City/County Management Association (ICMA) and maintains the ICMA Credentialed Manager (CM) designation. In April 2022, he was awarded the High Performance Leadership Academy Certificate issued by ICMA Professional Development Academy. Also, he is a full member of TCMA, and previously served on the HCA Medical City Alliance Hospital Board for 6 years.



#### PLACE 14

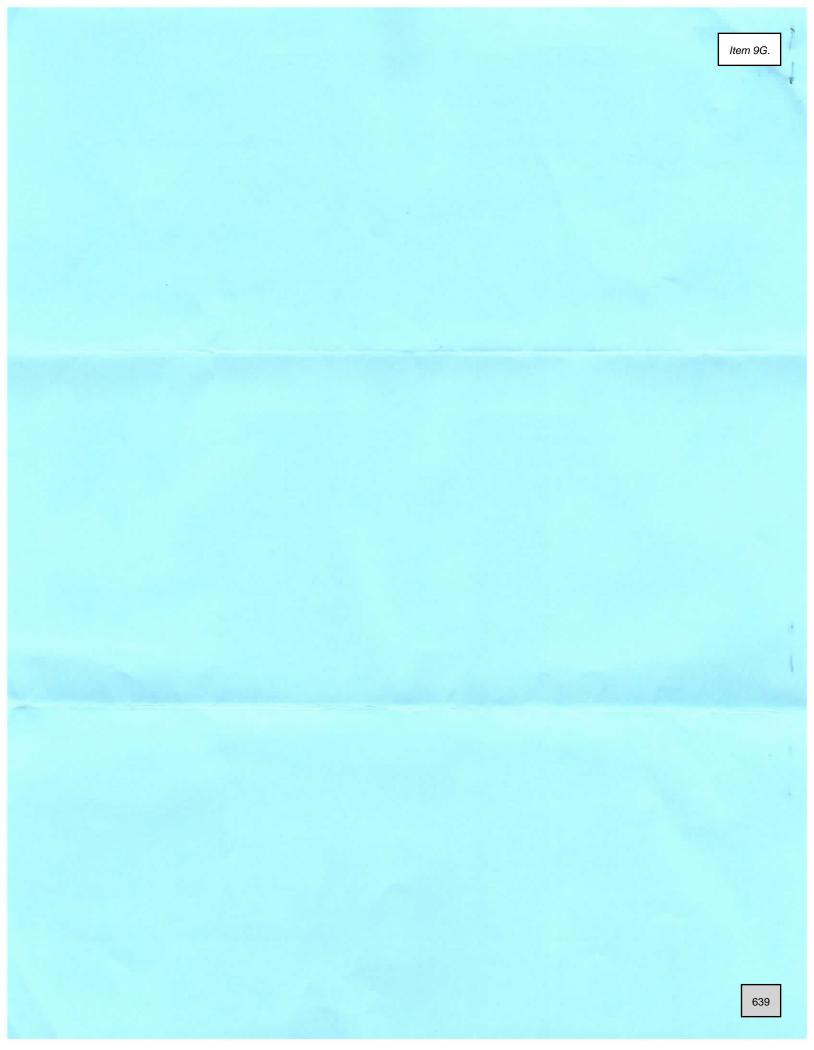
Mike Land (Incumbent) City Manager for the City of Coppell (Region 13) since 2017, and Deputy City Manager from 2012-2017. Previously, he was Town Manager for Prosper, City Manager for Gainesville, and Executive Director for the Southwestern Diabetic Foundation. Mr. Land serves on the International City/County Management (ICMA) Board of Directors and is the 2024-25 ICMA President-Elect. Additionally, he serves on the Texas Women's Leadership Institute Advisory Board, the Texas A&M University's Development Industry Advisory Council, and the UTA MPA Advisory Board. He has also served as School Board Trustee for Gainesville Independent School District and as President of TCMA.



## **Certificate**

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness my hand, this day of	, 2024.
Signature of Authorized Official	Title
Printed Name of Authorized Official	
Printed Name of Political Entity	







#### TITLE:

Presentation regarding status of Recall Petition.

#### AGENDA ITEM SUBMITTED BY:

Submitted by: Irma G. Parker, TRMC, CMC, City Secretry

#### **BACKGROUND/HISTORY:**

A petition to recall Mayor Lyle Nelson has been filed and supplemented. When this agenda item was prepared a final review had not been completed. Staff will present their findings.

#### **FISCAL IMPACT:**

Unknown at this time.

#### **RECOMMENDATION:**

The City Council to receive update. No action will be taken at this time.

#### **ATTACHMENTS:**

n/a



#### TITLE:

Consider and act on the Preliminary Engineering Study and Water/Wastewater Master Plan conducted by Freese and Nichols.

#### AGENDA ITEM SUBMITTED BY:

Submitted by: Council Member Cheryl Lee and Mayor Lyle Nelson

#### **BACKGROUND/HISTORY:**

This item was placed on the agenda at the request of Council Member Lee as a result of a request for information shown as follows:

1. All purchase orders and invoices (paid and unpaid) from the firm Freese and Nichols from October 2022 to the current date regarding the WWTP #3 Phase 2 Project;

2. A copy or link to the Wastewater Master Plan drafted by Freese and Nichols and any correspondence and memos related to the progress of the plan; and

3. All email correspondence discussing the directive to "stop work" sent to staff and all firms, contractors, and subcontractors in February, March, and April 2024.

A decision was made to bring these questions and concerns at an open meeting for general discussion by the City Council.

#### FISCAL IMPACT:

Unknown

#### **RECOMMENDATION:**

Unknown

#### **ATTACHMENTS:**

N/A



#### TITLE:

Consider and act on Resolution No. R-2024-126, Amending Article 2 "General rules of Procedure and Policies", Section 2.4 "Regular Meetings" by directing that meetings shall end no later than 10:00 pm.

#### AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

#### **BACKGROUND/HISTORY:**

A request has been made by Council Member Meyer to require meetings of the City Council to end no later than 10:00 pm.

#### FISCAL IMPACT:

n/a

#### **RECOMMENDATION:**

City Council consider amending Policy and Procedures

#### **ATTACHMENTS:**

1. Resolution No. R-2024-126

Item 9J.

#### **RESOLUTION NO. R-2024-126**

#### A RESOLUTION OF THE CITY OF BASTROP, TEXAS AMENDING RULES OF PROCEDURE FOR THE CITY COUNCIL LAND BOARD & COMMISSIONS OF THE CITY OF BASTROP, TEXAS AS SUBMITTED AT THE September 17, 2024 REGULAR MEETING; PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, EFFECTIVE DATE, PROPER NOTICE, AND MEETING.

- WHEREAS, the City Council of the City of Bastrop (City Council) has a shared interest in promoting efficient, effective, and ethical City Council Meetings; and
- WHEREAS, pursuant to Sections 551.007 and 551.023 of the Texas Government Code and Section 3.13 of the City's Home Rule Charter, the City Council has the authority to determine its own rules of procedure and order of business; and
- WHEREAS, at the request of Council Member Meyer to revisit the Rules of Procedures to propose that all meetings end no later than 10:00 pm.

## NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP:

**Section 1.** The City Council hereby adopts the following amendments Article 2. "General Rules of Procedure and Policies", Section 2.2 "Shall Be in Compliance" as presented and approved at the July 9, 2024 City Council Meeting:

\* \* \* \* \*

2.1 Regular Meetings.

Regular meetings of the City Council shall be on the second and fourth Tuesday of each month at 6:30 pm <u>and end no later than 10:00 pm.</u> The Council may, by majority vote at a regular meeting, change the days or times of meetings as circumstances may necessitate. Per the City Charter, the Council shall meet regularly and at least once each month.

\* \* \* \* \*

<u>Section 2.</u> The City Council hereby approves the revised Rules of Procedure and directs a final copy of the 2024 Procedure to be completed and distributed to the City Council. Copies shall also be made available on the City's website with copies available at City Hall.

<u>Section 3.</u> All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

**Section 4.** This Resolution shall be in full force and effect from and after its passage.

<u>Section 7.</u> The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop Texas, on this <u>17<sup>th</sup></u> day of <u>SEPTEMBER</u> <u>2024</u>.

#### CITY OF BASTROP, TEXAS

Lyle Nelson, Mayor

ATTEST:

#### **APPROVED AS TO FORM:**

Irma G. Parker, City Secretary

Alan Bojorquez, City Attorney



#### TITLE:

Consider and act on Resolution No. R-2024-110, approving an Interlocal Agreement between the City of Bastrop and Bastrop County regarding surveying a portion of land located south of Hunters Crossing and east of SH 304, as attached in Exhibit A; authorizing the execution of all necessary documents; upon request and providing for findings of fact, repealer, severability, effective date, proper notice, and meeting.

#### AGENDA ITEM SUBMITTED BY:

Submitted by: Andres Rosales, Assistant City Manager

#### **BACKGROUND/HISTORY:**

In August 2024, City Staff and Bastrop County met to discuss drainage issues in the Hunters Crossing subdivision that are directly adjacent to property outside the city limits and in the county. During the meeting it was mutually agreed upon by both the City and County that a joint venture to address the drainage issues that are affecting both residents of the city and the county would be the best process forward. The City agreed it would engage one of the surveyors from IDIQ process that Staff had recently undertaken. Once the survey data is returned staff will reconvene with Bastrop County Staff to determine the next steps.

Due to the nature of the repairs that may be needed at this time, Staff is including a generic scope of work in the ILA to ensure that any repairs or mitigation measures that may be needed can be addressed in an expeditious manner.

#### **FISCAL IMPACT:**

Whatever the cost will be for the surveying services.

#### **RECOMMENDATION:**

Take action on Resolution No. R-2024-110, Approving an Interlocal Agreement between the City of Bastrop and Bastrop County regarding surveying a portion of land located south of Hunters Crossing and east of SH 304, as attached in Exhibit A; authorizing the execution of all necessary documents.

#### **ATTACHMENTS:**

- 1. Resolution No. R-2024-110
- 2. Draft Interlocal Agreement between City and Bastrop County
- 3. Exhibit A: Hunters Crossing Channel Outfall Drainage Analysis Survey Scope
- 4. Exhibit B: Right of Entry Forms

Item 9K.

#### **RESOLUTION NO. R-2024-110**

#### APPROVING AN INTERLOCAL AGREEMENT WITH BASTROP COUNTY FOR A LAND SURVEY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BASTROP AND BASTROP COUNTY REGARDING SURVEYING A PORTION OF LAND LOCATED SOUTH OF HUNTERS CROSSING AND EAST OF SH 304, AS ATTACHED IN EXHIBIT A; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR FINDINGS OF FACT; REPEALER; SEVERABILITY; EFFECTIVE DATE; PROPER NOTICE AND MEETING.

- WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes local governments to enter interlocal contracts for the provision of governmental functions, including for planning, engineering, for streets, roads and drainage, and for other governmental functions in which the contracting parties are mutually interested; and
- WHEREAS, the City of Bastrop and Bastrop County ("Parties") are local governments as that term is defined in Section 271.101(2) of the Texas Local Government Code; and
- WHEREAS, the City and the County are mutually interested in certain drainage improvements related to the Hunter's Crossing Channel outflow on a portion of land located south of Hunter's Crossing and east of State Highway 304 that is located both within the City limits and in the shared jurisdiction with the County in the City's extraterritorial jurisdiction; and
- WHEREAS, the City desires to enter into an Interlocal Agreement with the County ("Agreement"), attached hereto and incorporated herein as Exhibit A, for professional survey services for the drainage analysis of the Hunter's Crossing Channel outfall; and
- WHEREAS, the City Council today desires to approve the Agreement, attached hereto and incorporated herein as Exhibit A.

## NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, THAT:

City of Bastrop

- Section 1. Finding of Facts: All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.
- **Section 2.** Approval & Execution: The City Council hereby approves the Agreement, which is attached and incorporated herein as Exhibit A, and authorizes the execution of the Agreement on behalf of the City.
- **Section 3. Repealer:** To the extent reasonably possible, resolutions are to be read together in harmony. However, all resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters regulated.
- **Section 4.** Severability: Should any portion or part of this Resolution be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.
- **Section 5.** Effective Date: This Resolution shall be in full force and effect from and after its passage.
- **Section 6. Proper Notice & Meeting:** The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 17<sup>th</sup> day of September 2024.

[Signature Page to Follow]

#### THE CITY OF BASTROP, TEXAS:

Lyle Nelson, Mayor

#### ATTEST:

Irma Parker, Interim City Secretary

#### **APPROVED AS TO FORM:**

Alan Bojorquez, City Attorney

Item 9K.

#### INTERLOCAL AGREEMENT BETWEEN THE CITY OF BASTROP, TEXAS AND BASTROP COUNTY

This Interlocal Agreement ("Agreement") is between the **CITY OF BASTROP, TEXAS** ("City"), a duly organized and operating Home Rule municipality of the State of Texas, and the **COUNTY OF BASTROP, TEXAS** ("County"), a duly organized and operating political subdivision of the State of Texas, pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as amended, and the general and special laws of the State of Texas, for the purposes and consideration as set out below. The County and the City are sometimes referred to herein individually as the "Party," and collectively as the "Parties."

#### WITNESSETH:

- WHEREAS, pursuant to Chapter 791 of the Texas Government Code, the Parties are public agencies entering into this Agreement for the purpose of providing governmental functions in which the Parties are mutually interested and each Party performing functions they would be authorized to perform individually; and
- **WHEREAS,** the Parties have a long and successful history of working together for the public interest, and the execution and implementation of this Agreement is intended to advance that cooperative, good faith working relationship in the public interest, with particular focus on the provision of professional survey services for the drainage analysis of the Hunter's Crossing Channel outfall and related drainage improvements work ("Project"); and
- **WHEREAS,** the Hunter's Crossing Channel outfall is located in part within the City limits and in part within the shared jurisdiction of the City's extraterritorial jurisdiction and the County; and
- WHEREAS, the County intends to perform certain drainage improvement in, around, or near the Hunter's Crossing Channel outfall, which may affect drainage improvements located within the City limits, and the City desires to provide certain professional survey services for the needed drainage analysis so that the Parties can ensure the shared public benefits from such drainage improvements work can be realized through this Project.

**NOW, THEREFORE,** in consideration of the premises and of the terms and mutual provisions herein contained, the City and the County hereby agree as follows:

#### 1. Purpose

1.1 The objective of this Agreement is to detail the roles and responsibilities of the City and the County for the Project.

#### 2. Obligations of the City

2.1 The City shall, at its expense, perform the professional survey services for the drainage analysis of the Hunter's Crossing Channel outflow, as described in more detail in the scope of services attached hereto as <u>Exhibit A</u> ("Survey").

Item 9K.

- 2.2 Under this Agreement, the City and its contractors may access the properties necessary to perform the Survey pursuant to the Right of Entry agreements with the property owners that have been obtained by the County. The City shall notify the County at least 24 hours in advance of any access to the properties by the City or its contractors. When accessing the properties to perform the Survey, the City and its contractors shall exercise the typical standard of care as required for all City projects and comply with all terms of this Agreement and the Right of Entry agreements.
- 2.3 The City shall provide the results of the Survey to the County within ten (10) business days of when the City receives such results, including any comments from the City based on such Survey results that pertain to the County's proposed drainage improvements plans in this area.

#### 3. Obligations of the County

- 3.1 The County shall obtain (or has already obtained) all of the Right of Entry Agreements necessary to access the properties to perform the Survey, attached hereto as <u>Exhibit B</u>. The County hereby agrees that the City and the City's contractors who will perform the Survey are considered "contractors" or "subcontractors" of the County solely for the purposes of being authorized to access the properties under the Right of Entry Agreements.
- 3.2 Upon receipt of the results of the Survey, the County shall cooperate in good faith with the City to review the Survey results and respond to any comments from the City on the County's proposed drainage improvements plans in this area.
- 3.3 The County shall, at its expense, perform the County's proposed drainage improvement in this area in accordance with the County's plans, the results of the Survey, and the County's review and responses to the any comments from the City based on the Survey results.

#### 4. Other Terms of Agreement

- 4.1 *Term.* The term of this Agreement shall begin on the date of execution of this Agreement and end upon the completion of the obligations set forth herein by both Parties.
- 4.2 *Termination.* Upon failure of either party to this Agreement to perform an obligation required hereunder, the other party may promptly give written notice of such default to the party in default. The party in default shall have thirty (30) days after receipt of such notice of default within which to cure such default. If default is not cured as provided in this Agreement, the party not in default may terminate this Agreement by giving written notice of termination and may resort to all remedies under the law or in equity.

Notwithstanding anything to the contrary, either Party to this Agreement may terminate this Agreement for convenience with no penalty, with or without cause, by providing either Party with ninety (90) days' written notice of its desire and intent to terminate this Agreement.

4.3 *Independent Actors.* Each Party is acting independently; neither is an agent, servant, or employee of the other; and the parties are not engaged in a joint enterprise.

- 4.4 *Insurance*. Each party shall, at its sole cost, provide liability insurance for itself covering its own activities and duties set forth herein.
- 4.5 *Assignment*. Neither Party may assign their interest in this Agreement except upon receiving the written consent of the other Party.
- 4.6 *Entire Agreement*. This Agreement constitutes the sole and only agreement of the Parties regarding their responsibilities to each other concerning the work noted herein and supersedes any prior understanding or written or oral agreements between the Parties.
- 4.7 *Amendment*. No amendment, modification, or alteration of the terms if this Agreement shall be binding unless it is in writing dated subsequent to the date of this Agreement, and duly executed by the Parties to this Agreement.
- 4.8 *Compliance with Laws*. The Parties shall not violate any federal, state, or local laws, regulations or ordinances in the performance of this Agreement.
- 4.9 *Severability*. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be valid and enforceable.
- 4.10 *Governing Law; Venue*. This Agreement shall be governed by the laws of the State of Texas. In the event of litigation pertaining to the Agreement, the exclusive forum, venue, and place of jurisdiction shall also be the County of Bastrop and the State of Texas unless otherwise agreed in writing by the Parties.
- 4.11 *Dispute Resolution; Attorneys' Fees.* The parties agree that if a dispute arises under this Agreement, the parties shall attempt in good faith to resolve the dispute through mediation prior to litigation. In the event of litigation pertaining to the Agreement, the parties shall each bear their respective attorneys' fees and court costs incurred as a result of any action to enforce this Agreement
- 4.12 *Approval by Governing Bodies*. The signatories to this Agreement represent that they have the authority to execute this agreement on behalf of the City of Bastrop and Bastrop County, respectively, as approved by their respective governing bodies. This Agreement has been approved by the governing bodies of the County and the City of Bastrop.
- 4.13 *Current Revenues*. Pursuant to Texas Government Code Section 791.011(c)(3), the Parties shall use current revenues for any payments under this Agreement.
- 4.14 *No Waiver of Immunity*. Nothing in the Agreement shall be construed to waive any immunity from suit or liability enjoyed by the City, the County, their past or present officers, employees, or

agents.

4.15 *Notices*. All notices required hereunder must be addressed to the proper Party, at the following address:

County of Bastrop Attn: \_\_\_\_\_, \_\_\_\_ 804 Pecan Street Bastrop, TX 78602

City of Bastrop Sylvia Carrillo-Trevino, City Manager 1311 Chestnut Street Bastrop, TX 78602

4.16 *Execution in Counterparts.* This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart. The parties have executed and attested this Agreement by their officers as duly authorized on the date last written below.

[Signatures on following page.]

#### **CITY OF BASTROP**

By:	
Name:	
Title:	_
Date:	_
ATTEST:	
Ву:	
COUNTY OF BASTROP	
By:	
Name:	_
Title:	
Date:	
ATTEST:	
By:	

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Draft v1

#### EXHIBIT A

#### SCOPE OF SERVICES FOR SURVEY

#### EXHIBIT B

#### **RIGHT OF ENTRY AGREEMENTS**

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655

#### CITY OF BASTROP Hunter's Crossing Channel Outfall Drainage Analysis

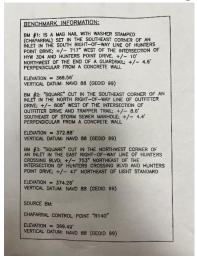
#### **SCOPE OF WORK**

Professional survey services for the drainage analysis of Hunter's Crossing Channel outfall. The outfall is circled in blue as Parcel ID 99624. We have permits to enter Parcels 23660 & 36544 just south of the circled parcel. The purpose of this survey is to determine where flooding occurs when the water in retention in the circled parcel overflows and surface runoff runs to the south. FEMA floodplain shows flooding occurs through Parcel ID 23660 but actual storm events flood the parcels to the east (36554, 78049, 37407, 37528, etc.) instead. The bottom picture shows actual flooding during a storm in 2015. Location map with Area of Work and access information attached to end of document.

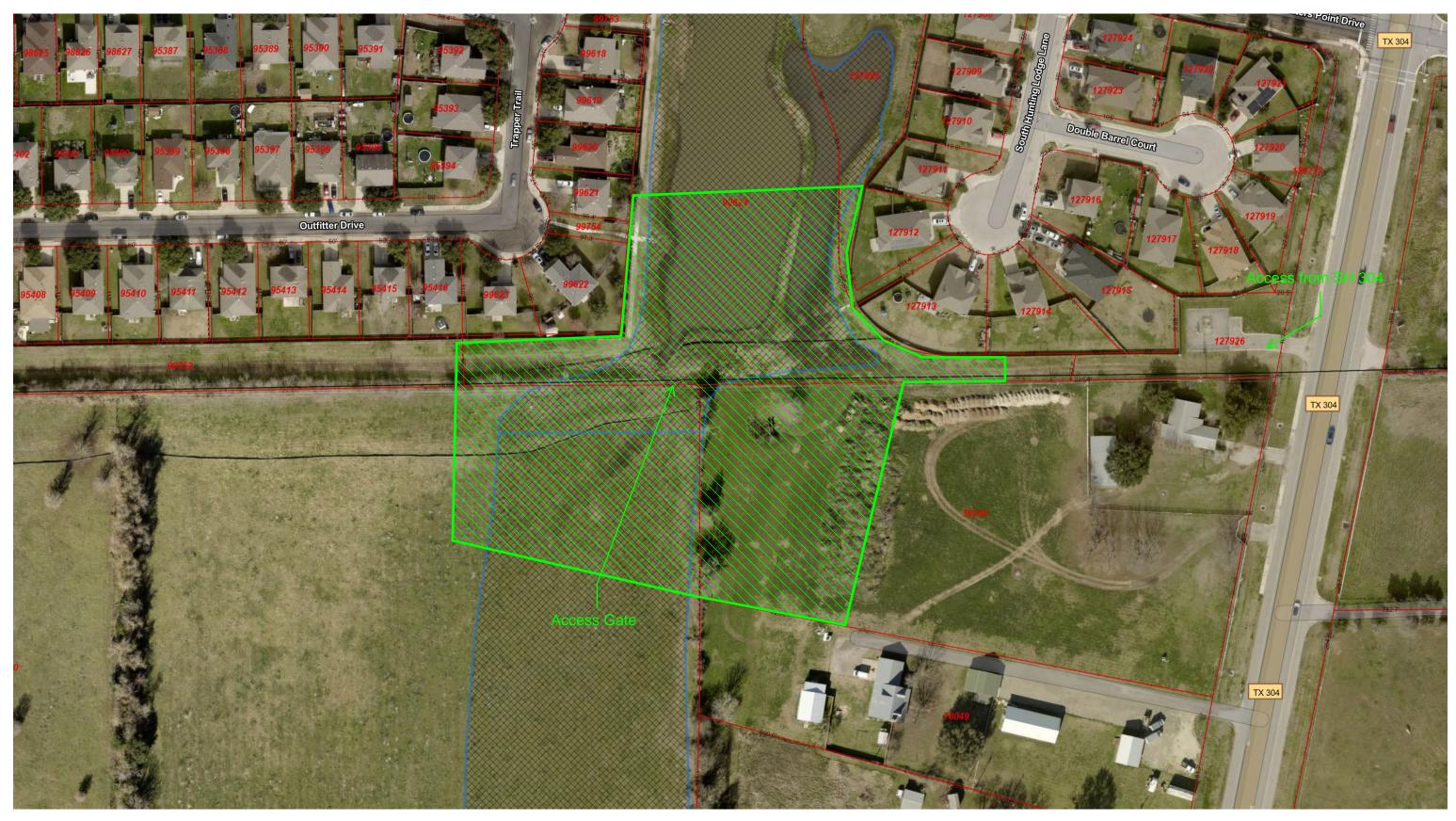


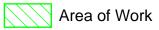
#### Services:

• Establish horizontal and vertical control based on Texas State Plane, Central Zone NAD 83 (2011) and NAVD 88 based on control points. Hunter's Crossing benchmarks shown in image below but may need to find a closer control point.



- Take topographic elevation shot of water elevation in retention channel on Parcel ID 99624.
- Take topographic elevation shots at Top of Bank (TB) of the retention channel in area shown in Area of Work.
- Show the perimeter and depth of existing gabion wall at southernmost end of retention channel. Include pictures of condition.
- Show existing utilities/fences/areas of interest.
- Create a topographic surface with a high level of detail within Area of Work. 25' x 25' grid topo shots for flat areas and break the grid to catch Low Points (LP) and High Points (HP) where spotted. Base line of the grid should be along the East-West property line separating Parcel ID 99624 from the other two parcels.





#### HUNTERS CROSSING LOCAL GOVERNMENT CORPORATION RESOLUTION NO. R-2023-04

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HUNTERS CROSSING LOCAL GOVERNMENT CORPORATION OF BASTROP, TEXAS, AUTHORIZING THE PRESIDENT OF THE HUNTERS CROSSING LOCAL GOVERNMENT CORPORATION TO EXECUTE A RIGHT OF ENTRY/HOLD HARMLESS AGREEMENT WITH BASTROP COUNTY, TEXAS; PROVIDING FOR REPEAL, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Hunters Crossing Public Improvement District (the "PID") has been duly created by the City of Bastrop, Texas (the "City"), and is operating under the authority of Chapter 372, Texas Local Government Code, the Public Improvement District Assessment Act (the "Act"); and

WHEREAS, the Hunters Crossing Local Government Corporation has been created by the City in order to perform functions delegated to it by the City on behalf of the PID; and

WHEREAS, Bastrop County has requested permission to access property identified as R99624 owned by the Hunters Crossing Local Government Corporation to perform surveying work.

**WHEREAS**, the Board is of the opinion that the "Right of Entry/Hold Harmless Agreement" should be approved as proposed.

# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF HUNTERS CROSSING LOCAL GOVERNMENT CORPORATION:

<u>Section 1:</u> The facts and recitations set forth in the preamble of this Resolution are hereby found to be true and correct.

<u>Section 2:</u> The Board finds and determines that the Right of Entry/Hold Harmless Agreement, attached hereto as Exhibit A, should be and hereby is adopted.

<u>Section 3:</u> Should any paragraph, sentence, subdivision, clause, phrase or section of this Resolution be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Resolution, as a whole or any part or provision thereof, other than the part or parts adjudged to be invalid, illegal, or unconstitutional.

Section 4: All other resolutions in conflict herewith are hereby repealed, but only

to the extent of any such conflict or inconsistency.

DULY RESOLVED AND ADOPTED by the Board of Directors of Hunters Crossing Local Government Corporation of Bastrop, Texas this 10th day of October 2023.

Hunters Crossing Local Government Corporation

By:

Sylvia Carrillo, President Board of Directors

ATTEST: iel.A

W. Richard Gartman, Secretary Board of Directors

#### Item 9K.

#### **RIGHT OF ENTRY/HOLD HARMLESS AGREEMENT**

DATE <u>5/16/2023</u>		
PROPERTY DESCRIPTI	ON (BCAD PROPERTY ID)R99624	
PROPERTY ADDRESS	NOT APPLICABLE- 3.19 acre drainage area within Hunters Crossing	*****
OWNER'S NAME	HUNTERS CROSSING LOCAL GOVERNMENT CORPORATION	
TELEPHONE NO.		

**RIGHT OF ENTRY:** I certify that I am the owner or owner's authorized agent of the above described property and that I have the legal authority to enter into this Agreement. I grant freely and without coercion the right of access and entry to said property to representatives of Bastrop County, Texas, hereafter referred to as "Grantee", its agents, contractor and subcontractors, to conduct the following activities:

1) Surveying activities.

HOLD HARMLESS: I understand that this Agreement/Permit is not an obligation upon the government to construct the roadway facility. I release, discharge, and waive any action, either legal or equitable, that might arise by reason of any action of Bastrop County, Texas while performing the actions as described above. Grantee's right to enter upon the Property shall terminate upon completion of the activities as set forth above.

SIGNED: All owners/agents must sign below.

Sall Sylvia Carrillo (Oct 4, 2023 10:23 CDT)

Signature

Signature

Sylvia Carrillo

Printed Name □Owner ↓ Agent Printed Name □Owner □Agent

# Right of Entry Hunters Crossing\_

Final Audit Report

2023-10-04

Created:	2023-10-04
By:	Cheryl Renfro (crenfro@cityofbastrop.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAp3n_93YGXDTIy92eCSF5I0qSokOc2_SC

## "Right of Entry Hunters Crossing\_" History

- Document created by Cheryl Renfro (crenfro@cityofbastrop.org)
   2023-10-04 1:31:07 PM GMT- IP address: 207.138.104.162
- Document emailed to Sylvia Carrillo (scarrillo@cityofbastrop.org) for signature 2023-10-04 1:31:39 PM GMT
- Email viewed by Sylvia Carrillo (scarrillo@cityofbastrop.org) 2023-10-04 - 3:23:08 PM GMT- IP address: 174.244.88.63
- Document e-signed by Sylvia Carrillo (scarrillo@cityofbastrop.org)
   Signature Date: 2023-10-04 3:23:19 PM GMT Time Source: server- IP address: 174.244.88.63
- Agreement completed.
   2023-10-04 3:23:19 PM GMT

#### RIGHT OF ENTRY/HOLD HARMLESS AGREEMENT

ATE <u>7/31/2023</u>	
ROPERTY DESCRIPTION (BCAD PROPERTY ID)R36544	
ROPERTY ADDRESS <u>Not Applicable – 4.80 undeveloped acres located adjacent to Hunters</u> rossing Subdivision	
WNER'S NAME Timothy and Maria Murphy	
ELEPHONE NO	

**RIGHT OF ENTRY:** I certify that I am the owner or owner's authorized agent of the above described property and that I have the legal authority to enter into this Agreement. I grant freely and without coercion the right of access and entry to said property to representatives of Bastrop County, Texas, hereafter referred to as "Grantee", its agents, contractor and subcontractors, to conduct the following activities:

1) Surveying activities.

**HOLD HARMLESS:** I understand that this Agreement/Permit is not an obligation upon the government to construct the roadway facility. I release, discharge, and waive any action, either legal or equitable, that might arise by reason of any action of Bastrop County, Texas while performing the actions as described above. Grantee's right to enter upon the Property shall terminate upon completion of the activities as set forth above.

SIGNED: All owners/agents must sign below.

Signature

m'

Printed Name ∎Owner □Agent

Signatùre

ed Name

Printed Name ⊡Owner □Agent

#### **RIGHT OF ENTRY/HOLD HARMLESS AGREEMENT**

DATE
PROPERTY DESCRIPTION (BCAD PROPERTY ID)R23660
PROPERTY ADDRESS 278 SH 304 Bastrop, Texas 78602
OWNER'S NAMEReid & Cindy Sharp
TELEPHONE NO. RS - 512-332-6051 CS - 512-304-0010

**RIGHT OF ENTRY:** I certify that I am the owner or owner's authorized agent of the above described property and that I have the legal authority to enter into this Agreement. I grant freely and without coercion the right of access and entry to said property to representatives of Bastrop County, Texas, hereafter referred to as "Grantee", its agents, contractor and subcontractors, to conduct the following activities:

1) Surveying activities.

HOLD HARMLESS: I understand that this Agreement/Permit is not an obligation upon the government to construct the roadway facility. I release, discharge, and waive any action, either legal or equitable, that might arise by reason of any action of Bastrop County, Texas while performing the actions as described above. Grantee's right to enter upon the Property shall terminate upon completion of the activities as set forth above.

SIGNED: All owners/agents must sign below.

Signature

Rom SAM

Printed Name Gowner □Agent

Sharp SI

**Printed Name** I⊉∕owner □Agent



#### MEETING DATE: September 17, 2024

#### TITLE:

Consider and act on Resolution No. R-2024-128, to authorizing the City Manager to negotiate and execute a change order on the initial contract with Holbrook Asphalt Company for additions to the scope of work valued at Three Hundred Forty Thousand and 00/100 dollars (\$340,000.00), provided that the total amount under the contract not to exceed One Million Six Hundred Twenty-Five Thousand and 00/100 Dollars (\$1,625,000.00), for the purchase of highdensity mineral bond seal ("HA5") treatment for asphalt pavement and traffic control through use of the City of Hurst Interlocal Purchasing Agreement previously approved by Resolution No. R-2024-16; authorizing the execution of all necessary documents; upon request and providing for findings of fact, repealer, severability, effective date, proper notice, and meeting.

#### AGENGA ITEM SUBMITTED BY:

Submitted by: Andres Rosales, Assistant City Manager

#### **BACKGROUND/HISTORY:**

In January 2024, the City Council approved a contract for \$1,300,000 for the first phase of the HA5 pavement program. Staff is recommending the second phase of this program. A robust pavement management program includes multiple maintenance approaches depending on the condition of the street. HA5 is a high density mineral bond that is applied to streets typically between years 2-8 after asphalt has been laid. HA5 retains the critical oils and resins that keep asphalt pavement flexible and greatly increases the lifespan of the road. Extending the lifespan delays the need to implement the next stage in a pavement preservation program which is mill and overlay. The City has varying ages and conditions of roads that require the best fit approach for pavement preservation techniques. Roads that have failures and significant cracking will need to use mill/overlay. Roads that have complete failures will need to be reconstructed.

The City of Hurst formally solicited and awarded contract #19-007 with Holbrook Asphalt Company for the purchase of high-density mineral bond seal ("HA5") treatment for asphalt pavement. With the Council's approval of the City of Hurst Interlocal Purchasing Agreement, the City of Bastrop is eligible to piggyback off this contract. Staff will subsequently prepare a task order term services agreement to enter with Holbrook Asphalt Company.

The company coordinates with homeowners via all methods of communication to ensure everyone is on the same page. Streets are completely shut down from approximately 9:00am until 5:00pm. This allows for homeowners to leave for work and school in the morning and return back to their homes in the evening. Coordination with trash service, school bus service, and emergency services is done in advance to minimize the impact on those services. If an emergency happens on a street closed for application, the crew will allow access and reapply the treatment.

The City of Hurst has a currently awarded contract #19-007 with Holbrook Asphalt Company. The current contract price is \$4.10 per square yard complete and in place. The term of the proposed City of Bastrop task order contract is for one year after execution by the City with the option to renew for up to four additional one-year terms for the same price and specifications. The proposed

areas to address are shown in the map exhibits. This is based on these roadways falling with the prime age for this type of treatment.

Holbrook Asphalt Company is prepared to start as soon as all contracts and agreements are executed.

#### FISCAL IMPACT:

The proposed contract amendment will add \$340,000.00 to the previous contract totaling \$1,625,000.

#### **RECOMMENDATION:**

Resolution No. R-2024-128, to authorizing the City Manager to negotiate and execute a change order on the initial contract with Holbrook Asphalt Company for additions to the scope of work valued at Three Hundred Forty Thousand and 00/100 dollars (\$340,000.00), provided that the total amount under the contract not to exceed One Million Six Hundred Twenty-Five Thousand and 00/100 Dollars (\$1,625,000.00), for the purchase of high-density mineral bond seal ("HA5") treatment for asphalt pavement and traffic control through use of the City of Hurst Interlocal Purchasing Agreement previously approved by Resolution No. R-2024-16.

#### **ATTACHMENTS:**

- 1. Resolution No. R-2024-128
- 2. Contract Amendment
- 3. Holbrook Asphalt Company Proposal

#### **RESOLUTION NO. R-2024-128**

#### APPROVING THE CHANGE ORDER AMENDMENT TO THE HOLBROOK ASPHALT COMPANY "HA5" CONTRACT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING AND AUTHORIZING THE EXECUTION OF A CHANGE ORDER ON THE INITIAL CONTRACT WITH HOLBROOK ASPHALT COMPANY FOR ADDITIONS TO THE SCOPE OF WORK VALUED AT THREE HUNDRED FORTY THOUSAND AND 00/100 DOLLARS (\$340,000.00), PROVIDED THAT THE TOTAL AMOUNT UNDER THE CONTRACT NOT TO EXCEED ONE MILLION SIX HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$1,625,000.00), FOR THE PURCHASE OF HIGH-DENSITY MATERIAL BOND SEAL ("HA5") TREATMENT FOR ASPHALT PAVEMENT AND TRAFFIC CONTROL THROUGH THE USE OF THE CITY OF HURST INTERLOCAL PURCHASING AGREEMENT PREVIOUSLY APPROVED BY **RESOLUTION NO. R-2024-16; AUTHORIZING EXECUTION** OF ALL NECESSARY DOCUMENTS; PROVIDING FOR FINDINGS OF FACT, SEVERABILITY, REPEAL, PROPER NOTICE AND MEETING. AND AN EFFECTIVE DATE.

- WHEREAS, the City of Bastrop ("City") has authority to enter into interlocal contracts with other local governments pursuant to Texas Government Code Chapter 791; and
- WHEREAS, pursuant to Resolution No. R-2024-16, the City entered into an Interlocal Purchasing Agreement with the City of Hurst, through which the City entered a contract with Holbrook Asphalt Company for the purchase of high-density material bond seal ("HA5") treatment for asphalt pavement and traffic control, as approved by the City Council on January 23, 2024, for the amount not to exceed \$1,300,000.00, for the initial scope of services; and
- WHEREAS, the City may increase through change orders the value of an awarded contract up to 25% of the original contract price, consistent with Texas Local Government Code Section 252.048;
- WHEREAS, the City of Bastrop has identified a need for increasing the scope of work under the original contract with Holbrook Asphalt Company for additional work valued at \$340,000.00;

City of Bastrop	Approving the Change Order Amendment to	Page 1 of
3	the Holbrook Asphalt Company "HA5" Contract	

WHEREAS, the City desires to approve and enter into a change order amendment to the original contract, as attached in **Exhibit A** to this Resolution ("Change Order Amendment"), provided that the total payments under the contract as amended shall not exceed \$1,625,000.00 (i.e., the 25% limit on increases by change order).

# NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, THAT:

- **Section 1.** Findings of Fact: All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.
- Section 2. Approval & Execution: The City Council hereby approves the Change Order Amendment (attached hereto and incorporated herein as Exhibit A and authorizes the City Manager to execute all necessary documents to enter into the Change Order Amendment provided that total payments under the original contract, as modified by the Change Order Amendment, shall not exceed \$1,625,000.00.
- **Section 3. Repealer:** To the extent reasonably possible, resolutions are to be read together in harmony. However, all resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters regulated.
- **Section 4. Severability:** Should any of the clauses, sentences, paragraphs, sections, or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.
- **Section 5.** Effective Date: This Resolution shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, its Code of Ordinances, and the laws of the State of Texas.
- Section 6. Proper Notice & Meeting: It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 17<sup>th</sup> day of September, 2024.

#### THE CITY OF BASTROP, TEXAS:

Lyle Nelson, Mayor

ATTEST:

Irma Parker, City Secretary

**APPROVED AS TO FORM:** 

Alan Bojorquez, City Attorney

# CHANGE ORDER AMENDMENT TO CONTRACT FOR HIGH DENSITY MINERAL BON

This **Change Order Amendment ("Amendment")** to the Contract for High Density Mineral Bond Treatment (the "Contract") is made and entered into, by and between the City of Bastrop, 1311 Chestnut Street, Bastrup, Texas 78602 (the "City") and

Holbrook Asphalt, LLC

(the "Contractor") and having its principal place of business at:

1545 E. Commerce Drive Saint George, UT 84790

jointly referred to as the "Parties," for the following amendments to the Contract to include a change order for the Additional Scope of Services described in Attachment "A."

#### WITNESSETH:

- WHEREAS, the Parties entered the Contract after approval by the City Council on January 23, 2024, for Payments under the Contract in the amount not to exceed \$1,300,000.00; and
- **WHEREAS**, the City Council desires to enter this Amendment to the Contract to increase by 25% the not-to-exceed amount to \$1,625,000.00; and
- **WHEREAS,** The City hereby engages the Contractor to perform certain services, described in the Additional Scope of Services described in Attachment "A", in accordance with the specifications of the Contract and this Amendment; and
- **WHEREAS,** the Contractor has agreed to perform such services in accordance with the specifications of the Contract and this Amendment; and
- **WHEREAS,** the City Council of the City of Bastrop finds that the public interest will be served by entering into this Amendment with the Contractor to provide services, as needed, within the boundaries of the City of Bastrop, Texas.

NOW, THEREFORE, the City of Bastrop and the Contractor do hereby agree to amend the Contract as follows:

- **1. Amendment to Scope of Work.** Pursuant to the terms of this Amendment and the Contract, in addition to the initial Scope of Work under the original Contract, the Contractor shall perform the Additional Scope of Services described in Attachment "A" to this Amendment, attached hereto and incorporated by reference herein, including providing the City with performance and payment bonds sufficient for the \$340,000.00 in additional work under this Additional Scope of Services.
- **2.** Amendment to Not-To-Exceed Amount. The total Payments under the Contract and this Amendment may not exceed \$1,625,000.00.
- **3.** Interpretation of this Amendment. Except as modified herein by this Amendment, all other terms and conditions of the Contract shall continue in full force and effect. The Contract, as modified by this Amendment, supersedes all

prior agreements and understandings (oral and written) between the Parties with respect to the subjec to the subject to the extent in conflict therewith. The provisions of this Amendment, including, without limitation, all exhibits attached to this Amendment, are hereby incorporated into and made a part of the Contract.

- **4. Severability.** The City and Contractor agree that should any provision of the Contract, as modified by this Amendment, be determined to be invalid or unenforceable, such determination shall not affect any other term of the Contract or this Amendment, which shall continue in full force and effect.
- **5. Additional Contract Documents**. The following documents attached to this Amendment are hereby incorporated by reference into and are part of the Contract, as modified by this Amendment:

ATTACHMENT A - ADDITIONAL SCOPE OF WORK

City of Bastrop, Texas	Holbrook Asphalt, LLC
Signature	Signature
Date	Date
Printed Name	Printed Name

#### EXHIBIT A

Additional Scope of Work



#### **Project Location** City of Bastrop TX Various Streets Bastrop TX 78602

Bill To

City of Bastrop TX Attn: John Eddleton 1311 Chestnut St Bastrop TX 78602

Proposal # HAU950540 PO/LD #

Terms

Due Upon Completion

**Adviser Information** 

Kent Nobis P: 435-619-0575 | E: kent@preserveasphalt.com

**Date Issued** 

9/3/2024

#### Description

HA5 High Density Mineral Bond

Item	Quantity	UM	Rate	Amount
HA5 Clean & prepare surface using high pressure air & wire bristle brooms. Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. No guarantee surface treatments will adhere to areas saturated with motor oil. HA5 meets demands of High Density Mineral Bond Specification established by agency engineers.	55,588	SqYd	4.10	227,910.80
Kukui Ct Hilo Ct Ori Ct Mokalua Water St Spring St Elm St Pecan St Austin St Emile St Sterling St Main St Cedar St Perkins St				
HA5 - Piney Creek Bend Clean & prepare surface using high pressure air & wire bristle brooms. Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. No guarantee surface treatments will adhere to areas saturated with motor oil. HA5 meets demands of High Density Mineral Bond Specification established by agency engineers.	24,006	SqYd	4.10	98,424.60
Mobilization Mobilization	1	Ea	6,500.00	6,500.00
<b>Misc Service</b> If necessary, a payment and/or performance bond cost will be adjusted to the total price of this proposal at a rate of 2 percent.	1	Ea	6,656.00	6,656.00
City will provide the Traffic Control Plans and Onsite Support for the street closure on Pecan. City will work to obtain permit and approval from Bastrop local TxDOT office. City will deploy digital message boards and the necessary TxDOT standard traffic control devices for street closure process. Crack sealing and any asphalt repairs to be provided by others.				
			Total	\$339,491.40

#### Please sign for proposal acceptance: Do not sign this page, see final page for signing

Item 9L



Date Number 9/3/2024

HAUB16381

### Terms and Conditions

TERMS AND CONDITIONS: Any proposals returned to Holbrook Asphalt Company ("Contractor") more than 14 days after the proposal is submitted to the Client is subject to revision, updated pricing, or may be voided by Contactor. Engineering, tests, permits, inspection fees and bonding fees are not included in price unless stated otherwise. Pricing based on no more than area and depth dimensions listed. Upon construction, if it is determined that concrete or asphalt area or depth is greater than the estimation, client agrees to pricing adjustment as a result of project overrun. Client specifically represents and warrants that either the Client is the owner of the premises where the work is to be performed, or, in the alternative, Client has authority from the owner of the premises authorizing the Work to be performed on the said premises.

GENERAL EXCLUSIONS: Contractor is not liable for any ADA compliance, if needed, Client should consult with an ADA compliance professional prior to specific project approval. Contractor not responsible for claims related to pavement markings or lack thereof during or following project work. Contractor will not be responsible for its product failure if said failure is directly or indirectly caused by "Existing Surface Conditions," as defined below, and any written or implied warranty will become void. Existing Surface Conditions are defined as: water drainage issues or delamination or failure of existing paint, asphalt, surface sealer, wearing course or any other material that is in a failing or in an unstable state. If any portion of the project area has Existing Surface Conditions not caused or created by Contractor that impact Contractor's HA5 product or any other product Contractor applies to project area, the warranty is void. Client is responsible for having entry gates open on day of work. Any damage to gates, sensors or loop sensors above or below asphalt are responsibility of Client. Any hot-applied sealants will not be exactly level with pavement surface as material settles to fill voids. There may also be excess material on pavement surface. Regarding asphalt, concrete and excavation work: Contractor is not responsible for subgrade scarification, re-compaction or concrete damage due to removal of asphalt. Contractor is not responsible for existing condition of subgrade. drainage in areas of less than 1% grade, adjustments of utilities, manholes and valve covers. Contractor is not responsible for any damage to underground utilities and cost to repair the same.

PAYMENT TERMS: Payment is due upon completion of work (Completion by line item 'Progress Billing' and/or completion of project core). Payment is due upon Client receipt of invoice. Client understands and agrees that it will be billed for towing as incurred and will be due on receipt. If the Client has a discrepancy with the Contractor regarding the contracted work, a retention of 5% of invoice up to a maximum of \$750.00 may be retained by Client up to 45 days. Client agrees that it may be billed as each line item is completed and each item may become their own respective invoice and due upon receipt of the same. Contractor reserves the right to charge up to 50% of Proposal Total if client cancels project within 25 days of scheduled project commencement. Upon request, post-project walk-throughs may be scheduled to review concerns.

Client agrees that interest accrues on all past-due amounts at 24% per annum from invoice date, until paid in full; and may be billed collection fees of up to 40% and all fees incurred by collection efforts. Total Proposal price includes one mobilization unless stated otherwise. Additional mobilizations may be billed up to \$3,500 per additional mobilization. This agreement provides Client written Notice of Right to Lien. Pricing does not include bonding or prevailing wage/Davis Bacon Certification, unless stated otherwise. By signing this proposal (contract), Client agrees that Contractor may not be held liable for delays, conditions, or Acts of God beyond their control, which situations may delay or cause cancelation partially or entirely on any project. Delays include project demand and material supply.

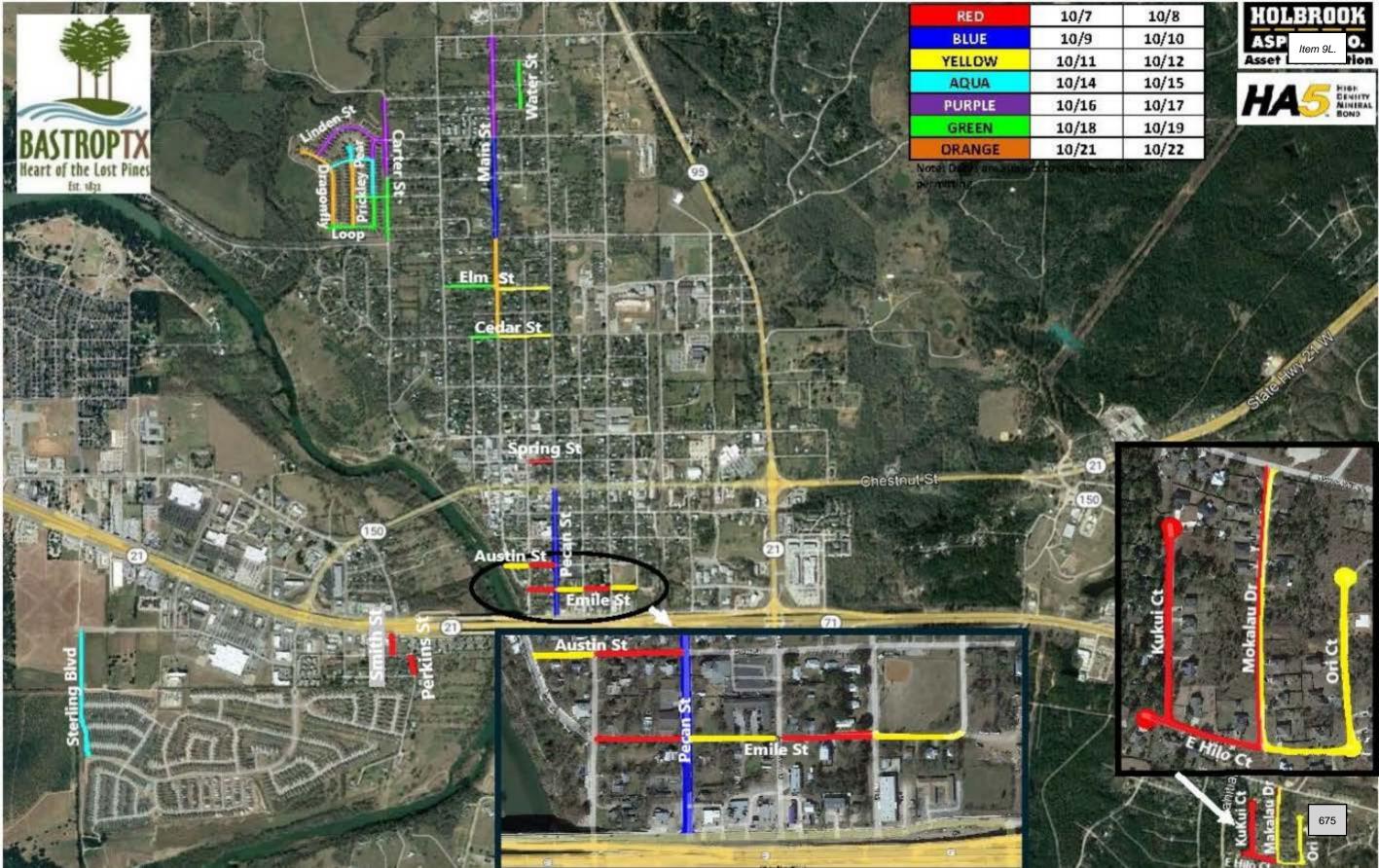
INSURANCE: These insurance limits are listed by Contractor to inform Client of such. Any premiums above the following to be paid by Client. This disclosure overrules any other contract language wherein Contractor agrees to differing limits. Certificates available upon request. GENERAL LIABILITY: \$1m (inc.), \$2m (agg.) AUTO: \$1m UMBRELLA: \$2m (inc.), \$2m (agg.) PERSONAL INJ: \$1m WORKERS COMP: \$1m ADDITIONAL HA5 WARRANTY LIMITATIONS AND EXCLUSIONS: No claim will be honored unless Holbrook Asphalt has been notified in writing and

is given the opportunity to inspect the claimed failure. Surface treatments applied previous to HA5 being installed are not covered under this warranty. (For example, if a previously applied preservation treatment is peeling or delaminating from the pavement surface—even if the surface was cleaned and prepped prior to HA5 being installed on top of it-this warranty does not cover HA5 in these circumstances.) Any attempt to repair the surface prior to Holbrook Asphalt's inspection will render this warranty invalid. Areas where HA5 was installed over pavements with motor oil, brake fluid, hydraulic fluid, or other substances that disturb the adhesion of HA5 and that lead to delamination are not covered under warranty. This warranty does not cover structural defects in the asphalt (e.g. base failure or damage caused by faulty construction and or design), cracks, exposure to fuel, oil, or other chemicals determined to be harmful to the HA5 treatment, areas exposed to frequent sprinkler water run-off, or standing and/or ponding water, damage caused by heavy truck or equipment traffic, damage caused by equipment inflicting excessive stress or scraping to the pavement surface, damage caused by landscaping installation, or damage caused by earthquakes or other acts of God. Mechanical disturbances by snowplow chatter, studded tires, etc. are excluded from warranty. This warranty is not valid for areas located in elevations above 6500 feet. A valid Warranty Certificate must be signed with a copy returned to Holbrook Asphalt within 60 days of the HA5 installation for the warranty to be valid and executable. Pre-mature wear of HA5 during the five-year period is defined as anything less than 70% residual inter-aggregate coverage of HA5 to the asphalt binder of the treated surface. If premature failure of HA5 is deemed by Holbrook Asphalt or an approved third-party expert within the five year period, reinstallation will take place at no charge or at the reduced rate identified on the Warranty Certificate for the project. Contractor reserves the right appoint the third-party expert should there be a dispute regarding the premature failure between the Client and Contractor. Client and Contractor agree to be bound by and abide by the decision of the third party expert regarding whether a premature failure has occurred.

I have read and agree with these terms and conditions. I elect to proceed with the signed option below.

#### HAU950540 - HA5 High Density Mineral Bond (Sign to accept this proposal)

Name	Signature	Date	Contractor
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MEETING DATE: September 17, 2024

#### TITLE:

Consider and act on Resolution No. R-2024-124, Awarding a contract, attached as Exhibit A, for the Bastrop Power & Light Five-Year System Study to McCord Engineering, Inc. in the amount not to exceed Seventy-Five Thousand and 00/100 Dollars (\$75,000.00); authorizing the execution of all necessary documents; upon request and providing for findings of fact, repealer, severability, effective date, proper notice, and meeting.

#### STAFF REPRESENTATIVE:

Andres Rosales, Assistant City Manager

#### BACKGROUND/HISTORY:

It has been the policy to have this study completed every 5 years. The Study identifies large electrical system improvements required to maintain an excellent level of service to our customers. These improvements address anticipated needs by:

- Optimizing the performance of the system by balancing the load among transformers, feeders, and phases.
  - Evaluate the need for reconductoring existing circuits
  - Evaluate the need for construction new distribution circuits
  - Evaluate substation capacity requirements
  - Examine location and status of all air break or disconnect switches
  - Evaluate system capacitor banks needs for reduction of system losses and correcting system power factor, including leading power factor conditions
  - Update the computer models for BP&L's distribution system

#### FISCAL IMPACT:

The cost of the contract to McCord Engineering, Inc. in the amount not to exceed Seventy-Five Thousand and 00/100 Dollars (\$75,000.00).

#### **RECOMMENDATION:**

Recommend approving Resolution No. R-2024-124 of the City Council of the City of Bastrop, Texas, awarding a contract, attached as Exhibit A, for the Bastrop Power & Light Five-Year System Study to McCord Engineering, Inc. in the amount not to exceed Seventy-Five Thousand and 00/100 Dollars (\$75,000.00).

#### **ATTACHMENTS:**

- 1. Resolution No. R-2024-124
- 2. Contract for McCord Engineering
- 3. Specific Project Proposal from McCord Engineering

#### **RESOLUTION NO. R-2024-124**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AWARDING A CONTRACT, ATTACHED AS EXHIBIT A, FOR THE BASTROP POWER & LIGHT FIVE-YEAR SYSTEM STUDY TO MCCORD ENGINEERING, INC. IN THE AMOUNT NOT TO EXCEED SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$75,000.00); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council has appointed the City Manager as the Chief Administrative Officer of the City; and

WHEREAS, The City Manager is responsible for the proper administration of all affairs of the City; and

**WHEREAS**, The City of Bastrop has an interest in protecting the health and safety of the citizens of Bastrop and Bastrop County; and

**WHEREAS**, The City of Bastrop has recognized the need keep the electric system in good repair by optimizing the performance of the system through careful maintenance and thoughtful capital improvements; and

**WHEREAS**, the City Council finds that a very significant public interest is served by the completion of a 5-Year Engineering System Study.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:

<u>Section 1:</u> That the City Manager is hereby authorized to execute a Contract for a 5-Year Engineering System Study between the City of Bastrop and McCord Engineering, Inc. in Bastrop, Texas.

**Section 2:** All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

**Section 3:** That this Resolution shall take effect immediately upon its passage, and it is so resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 17th day of September 2024.

Lyle Nelson, Mayor

ATTEST:

Irma Parker, City Secretary

**APPROVED AS TO FORM:** 

Alan Bojorquez, City Attorney

#### CITY OF BASTROP STANDARD CONTRACT FOR GENERAL SERVICES Over \$50K

(8-16-2021)

This General Services Contract ("Contract") is entered by and between the **City of Bastrop**, a Texas Home-Rule Municipal Corporation (the "City"), and **McCord Engineering**, **Inc.**, (the "Engineer/Contractor"), and together with the City jointly referred to as the "Parties," for the following work described on the Scope of Services, Exhibit A-2, attached and incorporated herein to this Contract (the "Work" or "Project").

#### I. General Information and Terms.

Engineer's/Contractor's Name and Address:	McCord Engineering, Inc. 916 Southwest Parkway East College Station, TX 77840 Attn: Rex N. Woods, P.E. <u>rwoods@mccordeng.com</u>
General Description of Services:	See Exhibit A-2
Maximum Contract Amount:	\$75,000.00
Effective Date: parties.	On the latest of the dates signed by both
Termination Date:	See II.D.

Contract Parts: This Contract consists of the following parts:

I. General Information and TermsII. Standard Contractual ProvisionsIII. Additional Terms or ConditionsIV. Additional Contract DocumentsV. Signatures

#### **II. Standard Contractual Provisions.**

A. <u>Contractor's Services</u>. The Contractor will provide to the City the professional engineering services ("Services") described in the Scope of Services, Exhibit A-2 attached and incorporated herein to this Contract under the terms and conditions of this Contract.

B. <u>Billing and Payment</u>. The Contractor will bill the City for the Services provided at intervals of at least 30 days of receipt of Contractor's invoices, except for the final billing. The City will pay the Contractor within 30 days of receipt of Contractor's invoices for the Services provided for

CITY OF BASTROP, GENERAL SERVICES CONTRACT/Page 1

in this Contract with current revenues available to the City, but all of the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City shall have the right to withhold payment, or any part thereof, of any of invoice presented by Contractor until resolution providing reasonable verification of the correctness thereof of is reached. The City shall notify the Contractor, in writing, of the disputed amount within thirty (30) days. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

C. <u>Executed Contract.</u> The "Notice to Proceed" will not be given nor shall any Services commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to this Contract.

#### D. Termination Provisions.

- (1) Unless terminated earlier as allowed by this Contract, this Contract terminates:
  - (a) On the termination date, if any, specified in the General Information in Part I, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or
  - (b) If there is no termination date specified in the General Information in Part I, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City Manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five (5) business days prior to the termination date, but the City will pay the Contractor for all Services rendered in compliance with this Contract up to the date of termination. The City may terminate the Contract anytime if the City does not have available funds pursuant to Texas Government Code Chapter 2251.

(3) If the City Council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution).

E. <u>Delays</u>. Contractor shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of Contractor, an extension of time shall be the Contractor's sole remedy.

F. <u>Independent Contractor</u>. It is understood and agreed by the Parties that the Contractor is an independent contractor retained for the Services described in the Scope of Services, Exhibit A-2, attached and incorporated herein. The City will not control the manner or the means of the Contractor's performance but shall be entitled to work product as detailed in the Exhibit A-2. The CITY OF BASTROP, GENERAL SERVICES CONTRACT/Page 2

City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture. Services performed by the Contractor under this Contract are solely for the benefit of the City. Nothing contained in this Contract creates any duties on the part of the Contractor toward any person not a party to this Contract. No person or entity not a signatory to this Contract shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

G. <u>Subcontractor</u>. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

H. <u>Assignment</u>. The Contractor may not assign this Contract without the City's prior written consent.

I. <u>Law Governing and Venue</u>. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Bastrop County, Texas.

J. <u>Entire Contract</u>. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

K. <u>Dispute Resolution Procedures</u>. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

L. <u>Attorney's Fees</u>. Should either party to this Contract bring suit against the other party for any matter relating to this Contract, the prevailing Party shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

M. <u>INDEMNIFICATION</u>. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW,THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY, INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND COST IN PROPORTION OF CONTRACTOR'S LIABILITY, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT ACT, ERROR, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ITS AGENTS, CITY OF BASTROP, GENERAL SERVICES CONTRACT/Page 3 REPRESENTATIVES, EMPLOYEES, OR ANYONE WHOM THE CONTRACTOR IS LEGALLY LIABLE FOR UNDER THIS CONTRACT.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES WHETHER UNDER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, ENHANCED, TREBLE (OR STATUTORY EQUIVALENT), OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF PROSPECTIVE REVENUE, ARISING OUT OF THIS AGREEMENT OR ANY WORK OR SERVICES PERFORMED OR TO BE PERFORMED HEREUNDER.

N. <u>RELEASE</u>. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON, AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, OR ALLEGED TO BE CAUSED BY, THE NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT OF CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS.

O. <u>Severability</u>. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

P. <u>Conflicting Provisions</u>. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.

Q. <u>Documents and Data, Licensing of Intellectual Property, and Copyright</u>. All Work progress and final documents and data produced by Contractor during the term of the Contract shall be and remain the property of the City. For purposes of this Contract, the term "Documents and Data" include any original work (the Work), reports, analyses, plans, drawings, designs, renderings, specifications, notes, summaries, charts, schedules, spreadsheets, calculations, lists, data compilations, documents, or any other material developed and assembled by or on behalf of the City in the performance of this Contract. It also includes any medium in which the Documents and Data are kept, including digitally, magnetically, or electronically. This Contract creates at no cost to the City, a perpetual license for the City to use any picture, video, music, brochure, writing, trademark, logo, or other work created by the Contractor for the use of the City, as a "work made for hire" as defined by federal copyright law. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

CITY OF BASTROP, GENERAL SERVICES CONTRACT/Page 4

R. <u>Standard of Care for Architects and Engineers</u>. Services must be performed with the professional skill and care ordinarily provided by competent licensed engineers or registered architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

S. <u>Disclosure of Interested Persons for Council-Approved Contracts</u>. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex Gov't Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission), attached and incorporated herein as Exhibit A-1,that includes:

- (a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and
- (b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

T. <u>Compliance with Laws</u>. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract.

U. <u>Prohibition on Contracts with Companies Boycotting Israel</u>. Certain contracts for goods and services are subject to the requirements of Section 2270.002, Tex Gov't Code (H.B. 89, as amended by H.B. 793). Specifically, contracts for good and services that:

(1) are between the City and a company with ten (10) or more full-time employees; and

(2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

#### III. Additional Terms or Conditions.

#### Insurance

At all times this Agreement is in effect, Contractor shall maintain insurance of the types and amounts as those required in Exhibit B-1. All of Contractor's insurance policies in any way relating to the Work, whether or not required by this Agreement and regardless of the enforceability or validity of any of the indemnities or other assumptions of liability by Contractor, shall, to the full coverage limits of all such policies without any limitations based on the minimum requirements set forth above: (a) other than the worker's compensation insurance, name City Group as additional insureds on a broad form basis with such additional insured coverage including coverage for the sole or concurrent negligence of the additional insured and not being restricted to (i) "ongoing operations," (ii) coverage for vicarious liability, or (iii) circumstances in which the named insured is partially negligent; (b) provide for waiver of all rights of subrogation against City and the other members of City Group; and (c) be primary and noncontributory as to all other policies (including any deductibles or self-insured retentions) and self-insurance that may provide coverage to any member of City Group, and shall be fully applied and exhausted before application of any applicable indemnity obligations of City or of any applicable insurance coverage provided by City or any other member of City Group.

#### A. Audit

Contractor shall, and shall ensure that its affiliates, subsidiaries, contractors, subcontractors, consultants, agents, and any other person associated with Contractor including those in Contractor Group, keep full and accurate books and records with respect to all Work performed, and all payments and expenditures in connection with this Agreement. The records to be maintained and retained by Contractor Group shall include, without limitation, (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the Project, as well as canceled payroll checks or signed receipts for payroll payments in cash; (b) invoices for purchases, receiving and issuing documents, and all other unit inventory records for Contractor's stores, stock, or capital items; (c) paid invoices and canceled checks for materials purchased and for subcontractor's and any other Third Parties' charges, including, but not limited to, Equipment rental; (d) travel and entertainment documentation, including, but not limited to, employee expense reports and Contractor facility usage reports; and (e) all field tickets or similar documentation evidencing the Work. The City shall have the right at all reasonable times, for a period of five (5) years from the completion of the Work, to audit and inspect such books and records (excluding trade secrets, formulas, confidential data, proprietary information, or processes).

**B.** Reports of Incidents

reports and Contractor facility usage reports; and (e) all field tickets or similar documentation evidencing the Work. The City shall have the right at all reasonable times, for a period of five (5) years from the completion of the Work, to audit and inspect such books and records (excluding trade secrets, formulas, confidential data, proprietary information, or processes).

B. Reports of Incidents

Within twenty-four (24) hours upon occurrence, Contractor shall provide in writing to the City notice and details of any accidents or occurrences resulting in injuries to persons, property, or pollution arising in any way arising out of or related to the Work whether done by Contractor or any subcontractor of Contractor or any other member of Contractor Group performing Work pursuant to this Contract. Contractor shall in writing within twenty-four (24) hours of any claim, demand, or suit that may be presented to or served upon it arising out of or as a result of Work.

**IV. Additional Contract Documents**. The following documents attached to this Contract are part of this Contract:

- EXHIBIT A-1: Certificate of Interested Parties (1295 Form)
- EXHIBIT A-2 Scope of Work
- EXHIBIT A-3 House Bill 89 Verification
- EXHIBIT B-1 Requirements for General Services Contract

# V. Signatures.

#### McCORD ENGINEERING, INC.

# **CITY OF BASTROP**

By:	Ву:
Printed Name: <u>Rex N. Woods, P.E.</u>	Printed Name:
Title: President	Title:

Date: 9-12-2024

By:	
Printed Name:	
Title:	
Date:	

# **EXHIBIT A-1**

Certificate of Interested Persons with Certification of Filing (Form 1295)

(See Attached)

# EXHIBIT A-2

# Scope of Services dated August 27, 2024

(See Attached)



916 Southwest Parkway East College Station, Texas 77840 (979) 764-8356 Fax (979) 764-9644

# Specific Project Proposal Revised

for

**Bastrop Power & Light** 

Five-Year System Study (2026-2031)

**BPL - 10** 

August 27, 2024



916 Southwest Parkway East College Station, Texas 77840 (979) 764-8356 Fax (979) 764-9644

# Bastrop Power & Light Five-Year System Study (2026-2031)

McCord Engineering, Inc. (hereinafter called "MEI") defines the scope and objective of this proposed project for Bastrop Power & Light (hereinafter called "BP&L") hereafter.

# I. SCOPE AND OBJECTIVE

MEI will prepare a five-year system study for BP&L to use as a component of ongoing integrated system planning, and as means for specifying and documenting electric distribution project requirements for the next five years in order to facilitate the growth experienced by the city of Bastrop.

- A. MEI requests the following applicable items from BP&L:
  - 1. Any potential model changes
  - 2. Substation/Transmission source impedance information
  - 3. Downline recloser settings
  - 4. Substation transformer information
  - 5. Feeder peak and billing information
  - 6. Planning and design criteria
  - 7. Anticipated and/or known new electric loads
- B. MEI will complete the following for the system study:
  - 1. Field verification and calibration of existing BP&L Milsoft Windmil engineering analysis electric distribution model to current state equipment and configurations.
    - a. Verify all OH conductor sizes
    - b. Verify phasing
    - c. Verify location of all sectionalizing switches
    - d. Verify location of reclosers and fused cutouts
    - e. Verify location of all distribution transformers and kVA sizes
    - f. Verify location and sizes of all capacitor banks
    - g. Location and sizes of underground conduit and facilities will be assumed to be correct in model
    - h. Verification of utility poles and foreign attachments is excluded from this scope of work

In addition to the verifications listed above which are to be completed during the field review, MEI shall also do a visual inspection of all poles and prepare a report on any poles that show to require attention by BP&L (broken crossarms, damaged equipment on pole, bad pole, etc.).

- 2. Distribution system analysis
  - a. Perform existing distribution system analysis and provide recommendations
    - i. Including but not limited to, voltage and capacity analysis, phase balance analysis, system configuration analysis and power factor analysis
  - b. Perform projected electric load growth system analysis and provide system upgrade recommendations
    - i. Including but not limited to, five-year electric growth projections, new customer line extension projections, ultimate load growth projections
  - c. Perform system loss analysis
  - d. Perform substation capacity analysis
- 3. Perform feeder contingency analysis and prepare findings with recommended projects.
  - a. Prepare planning criteria for Under Emergency Conditions
  - b. Perform contingency analysis on existing system
  - c. Perform contingency analysis for projected loads with recommended projects
- 4. Perform arc flash study and prepare findings
  - a. Prepare study criteria and assumptions
  - b. Perform study and prepare results
- C. MEI will provide a 60% preliminary system study report to discuss recommended projects with BP&L prior to finalizing.
- D. MEI will provide a final electric system five-year study and capital improvement program (CIP) report. The final report is to feature the following:
  - 1. Distribution system analysis
  - 2. Feeder contingency analysis
  - 3. Arc flash study
  - 4. System improvements
    - a. Sectionalizing recommendations
    - b. Capacitor additions/upgrades

Page 2

Page 3

- c. Feeder upgrades
- d. Feeder exits/extensions
- e. Feeder balancing recommendations
- f. Power transformer additions/upgrades
- 5. System maps of proposed improvements and feeder configurations

# II. COST ESTIMATE

MEI proposes the compensation and terms for the furnishing of engineering services for this project shall be a not to exceed amount of \$75,000. MEI will invoice Bastrop Power & Light monthly based on MEI's current fee schedule.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Bastrop Power & Light	McCord Engineering, Inc.
Client	Engineer
By	By A
Name	Name <u>Rex N. Woods, P.E., President</u>
Date	Date 8-27-2024

# EXHIBIT A-3

House Bill 89 Verification

(See Attached)

### House Bill 89 Verification Form

#### Rex N. Woods, P.E. ١.

(printed person's name), the undersigned representative of (Company or Business name) McCord Engineering, Inc.

(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, **Government Code Chapter 2270:** 

#### 1. Does not boycott Israel currently; and

#### 2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

9-10-2024

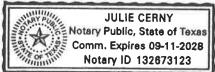
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE 10th day of Septem	iber, 2024, personally appeared
Rex N. Woods, P.E.	, the above-named person, who after by

me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



# **EXHIBIT B-1** REQUIREMENTS FOR GENERAL SERVICES CONTRACT

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City, including any delay periods. If the Project is not finalized and the insurance expires, Contractor is obligated to extend the insurance coverage. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Bastrop accepts <u>no responsibility</u> arising from the conduct, or lack of conduct, of the Subcontractor.

# INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

- A. The City of Bastrop shall be named as an additional insured with respect to General Liability and Automobile Liability on a separate endorsement
- **B.** A waiver of subrogation in favor of The City of Bastrop shall be contained in the Workers Compensation and all liability policies and must be provided <u>on a separate endorsement.</u>
- C. All insurance policies shall be endorsed to the effect that The City of Bastrop will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- **D.** All insurance policies, which name The City of Bastrop as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E. Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.
- **F.** All insurance policies shall be endorsed to require the insurer to immediately notify The City of Bastrop of any material change in the insurance coverage.
- G. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
- H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Bastrop.
- J. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- **K.** All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2016/03) Coverage must be written on an <u>occurrence</u> form.
- L. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M. Upon request, Contractor shall furnish The City of Bastrop with certified copies of all insurance policies.
- N. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Bastrop within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Bastrop, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Bastrop. The certificate of insurance and endorsements shall be sent to:

# City of Bastrop Engineering and Capital Project Management Department 1311 Chestnut Street Bastrop, TX 78602

# **INSURANCE REQUIREMENTS**

#### Items marked "X" are required to be provided if award is made to your firm. Coverages Required & Limits (Figures Denote Minimums)

$\underline{X}$ Employers' Liability \$500,0	ory limits, State of T 000 per employee pe ent / \$500,000 by dis	r disease / \$500,000	per employee per
X Commercial General Liability:	, <i></i>		
Very H	igh/High Risk	_X_ Medium Ris	sk Low Risk
Each Occurrence \$1,	000,000	\$500,000	\$300,000
	0,000	\$100,000	\$100,000
Personal & ADV Injury \$1,	000,000	\$1,000,000	\$600,000
<u> </u>	000,000	\$1,000,000	\$600,000
	000,000	\$500,000	\$300,000
	000,000	\$500,000	\$300,000
_XAutomobile Liability: (Owned, 1			
Very High/ High Risk	_X_ Medium		Low Risk
Combined Single Limits	Combined Sing		Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodi	ly	\$300,000 Bodily
Garage Liability for BI & PD			
\$1,000,000 each accident for A	uto, \$1,000,000 each	accident Non-Auto	
\$2,000,000 General Aggregate			
Garage Keepers Coverage (for Auto			
\$500,000 any one unit/any loss			
		nmercial General Li	ability, Automobile Liability, and Employers
Liability policies at minimum limits as			
Contract value less than \$1,000			
Contract value between \$1,000		· · ·	
Contract value between \$5,000			
Contract value between \$10,00			required
Contract value above \$15,000,			
		on following form	type to the underlying coverages to the extent
of liability coverage as determ			entered American Analitestere Consultant
X_ Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant,			
Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects,			
constructions managers, including design/build Contractors.			
Minimum limits of \$1,000,000 per claim/aggregate. This coverage must be maintained for at least two (2) years after the maintained for at least two (2) years after			
the project is completed. Buildor's Rick (if project entries vertical construction including but not limited to bridges and tunnels or as determined by			
Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Bastrop) Limit is 100% of insurable value, replacement cost basis			
Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or			
ground or as determined by the City of Bastrop)			
\$1,000,000 each occurrence			
\$2,000,000 aggregate			
Other Insurance Required:	Other Insurance Required:		

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing & Risk Management if you need assistance or need additional information.



916 Southwest Parkway East College Station, Texas 77840 (979) 764-8356 Fax (979) 764-9644

# Specific Project Proposal Revised

for

**Bastrop Power & Light** 

Five-Year System Study (2025-2030)

**BPL - 10** 

August 27, 2024



916 Southwest Parkway East College Station, Texas 77840 (979) 764-8356 Fax (979) 764-9644

# Bastrop Power & Light Five-Year System Study (2025-2030)

McCord Engineering, Inc. (hereinafter called "MEI") defines the scope and objective of this proposed project for Bastrop Power & Light (hereinafter called "BP&L") hereafter.

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- A. MEI requests the following applicable items from BP&L:
  - 1. Any potential model changes
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  - 3. Downline recloser settings
  - 4. Substation transformer information
  - 5. Feeder peak and billing information
  - 6. Planning and design criteria
  - 7. Anticipated and/or known new electric loads
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  - 1. Field verification and calibration of existing BP&L Milsoft Windmil engineering analysis electric distribution model to current state equipment and configurations.
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    - c. Verify location of all sectionalizing switches
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  - c. Perform system loss analysis
  - d. Perform substation capacity analysis
- 3. Perform feeder contingency analysis and prepare findings with recommended projects.
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  - c. Perform contingency analysis for projected loads with recommended projects
- 4. Perform arc flash study and prepare findings
  - a. Prepare study criteria and assumptions
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Bastrop Power & Light	McCord Engineering, Inc.
Client	Engineer
By	Ву
Name	Name <u>Rex N. Woods, P.E., President</u>
Date	Date 8-27-2024