

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



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**May 23, 2023**

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

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

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

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

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE** - Ashlyn Anzaldua and Sophia Leal, Bastrop Intermediate School Band

**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

[4C.](#) City Manager's Report

[4D.](#) Presentation of Resolution to Mayor Connie Schroeder from State Representative Stan Gerdes, District 17.

Submitted by: Sylvia Carrillo, City Manager

[4E.](#) Joint Proclamation of the City Council of the City of Bastrop, Texas and Bastrop County recognizing May 29, 2023, as Memorial Day.

Submitted by: Ann Franklin, City Secretary

## 5. WORK SESSIONS/BRIEFINGS

5A. Report from Leadership Summit.

Submitted by: Sylvia Carrillo, City Manager

## 6. STAFF AND BOARD REPORTS

[6A.](#) Receive presentation on the unaudited Monthly Financial Report for the period ending April 30, 2023.

Submitted by: Tracy Waldron, Chief Financial Officer

## 7. CITIZEN COMMENTS

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

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



**8. CONSENT AGENDA**

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

8A. Consider action to approve City Council minutes from the May 9, 2023, Regular Meeting; May 12, 2023, Pre-budget Workshop; and May 16, 2023, Special meeting.

Submitted by: Ann Franklin, City Secretary

8B. Consider action to approve Resolution No. R-2023-82 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Ashleigh Henson, to Place 5 of the Planning and Zoning Commission, as required in Section 3.08 of the City's Charter, and establishing an effective date.

Submitted by: Ann Franklin, City Secretary

8C. Consider action to approve Resolution No. R-2023-83 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Rick Rivera, to Place 1 of the Parks Board, as required in Section 3.08 of the City's Charter, and establishing an effective date.

Submitted by: Ann Franklin, City Secretary

8D. Consider action to approve Resolution No. R-2023-75 of the City Council of the City of Bastrop, Texas approving the closure of Chestnut Street for the Bastrop Juneteenth Celebration parade.

Submitted by Terry Moore, Recreation Manager

8E. Consider action to approve Resolution No. R-2023-84 of the City Council of the City of Bastrop, Texas authorizing a Task Order # 6 to the existing contract for land acquisition services for the Transfer Lift Station and Force Main (TLS & FM) project, with Seven Arrows Land Staff to a not to exceed amount of One Hundred and Fifty Thousand Dollars (\$150,000); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Fabiola de Carvalho, AMP MIAM, Director of Engineering and Capital Project Management

**9. ITEMS FOR INDIVIDUAL CONSIDERATION**

9A. Consider action to approve Resolution No. R-2023-79 of the City Council of the City of Bastrop, Texas, approving an amendment to a dissolution agreement between the City of Bastrop, a Home Rule City, and Continental Homes of Texas, L.P. a Texas Limited Partnership, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by Trey Job, Assistant City Manager

- 9B. Consider action to approve Resolution No. R-2023-80 of the City Council of the City of Bastrop, Texas, approving a Reimbursement Agreement between the City of Bastrop, a Home Rule City, and Continental Homes of Texas, L.P. a Texas Limited Partnership, for 399.9+/- acres of land out of the Nancy Blakey Survey Abstract 98, to the west of FM 969, located within the City of Bastrop Extraterritorial Jurisdiction, as attached in Exhibit A, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by, Trey Job, Assistant City Manager

**10. EXECUTIVE SESSION**

- 10A. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.074 to seek the advice of legal counsel and discuss potential acquisition of real estate relating to the Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Facilities project.
- 10B. City Council shall convene into closed executive session pursuant to Section 551.074 of the Texas Government Code to discuss the Interview Process for an Associate Judge.

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

**12. ADJOURNMENT**

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

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

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, [www.cityofbastrop.org](http://www.cityofbastrop.org) and said Notice was posted on the following date and time: Thursday, May 18, 2023, at 3:30 p.m. and remained posted for at least two hours after said meeting was convened.

/s/Ann Franklin  
Ann Franklin, City Secretary



# STAFF REPORT

**MEETING DATE:** May 23, 2023

**TITLE:**

Mayor's Report

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Sylvia Carrillo, City Manager

**POLICY EXPLANATION:**

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

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

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

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



# STAFF REPORT

**MEETING DATE:** May 23, 2023

**TITLE:**

Council Members' Report

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Sylvia Carrillo, City Manager

**POLICY EXPLANATION:**

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

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# STAFF REPORT

**MEETING DATE:** May 23, 2023

**TITLE:**

City Manager's Report

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Sylvia Carrillo, City Manager

**POLICY EXPLANATION:**

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

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- (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:** May 23, 2023

**TITLE:**

Presentation of Resolution to Mayor Connie Schroeder from State Representative Stan Gerdes, District 17.

**AGENDA ITEM SUBMITTED BY:**

Sylvia Carrillo, City Manager





# STAFF REPORT

**MEETING DATE:** May 23, 2023

**TITLE:**

Joint Proclamation of the City Council of the City of Bastrop, Texas and Bastrop County recognizing May 29, 2023, as Memorial Day.

**AGENDA ITEM SUBMITTED BY:**

Ann Franklin, City Secretary





## Memorial Day Joint Proclamation

**May 29, 2023**

Whereas, Memorial Day was first proclaimed on May 5, 1868 by General John Logan, and

Whereas, Memorial Day has been officially observed in the United States of America on the last Monday in May since Congress passed the National Holiday Act of 1971, and

Whereas, Memorial Day is set aside to recognize and remember the veterans who died fighting for our nation and the liberties we enjoy, and

Whereas, we owe a debt of gratitude for the sacrifices of the many men and women who answered, and answer today, the nations call to patriotic duty - to those who fought, and fight today, with honor and valor to safeguard the American way of life, and

Whereas, Bastrop County and the City of Bastrop join with people across the nation in remembrance of those who died serving their Country during war and those who have died since their return home from war, and

Now, therefore, we, Connie Schroeder, Mayor of the City of Bastrop, and Gregory Klaus, Bastrop County Judge, along with our respective City Council and Commissioners Court, proclaim Monday, May 29, 2023, as Memorial Day in the City of Bastrop and Bastrop County and ask all citizens to join in this observance.

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Gregory Klaus  
Bastrop County Judge

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Connie Schroeder  
Mayor, City of Bastrop



# STAFF REPORT

**MEETING DATE:** May 23, 2023

**TITLE:**

Receive presentation on the unaudited Monthly Financial Report for the period ending April 30, 2023.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Tracy Waldron, Chief Financial Officer

**BACKGROUND/HISTORY:**

The Chief Financial Officer provides the City Council a monthly financial report overview for all funds to include detailed analysis for General Fund, Water-Wastewater Fund, Bastrop Power & Light and the HOT Tax Fund.

**REVENUE**

General Fund exceeded the forecast by 12.9%

- Sales tax is almost 9% above forecast.
- Development fees are 83.5% above forecast due to Valverde subdivision Public Improvement Fees collected in advance.

Electric Fund is running 4.3% short of forecast. This variance continues to come down each month.

All other funds are positive to forecast.

**EXPENDITURES**

All funds are positive to forecast amounts.

This reporting requirement is set forth by the City of Bastrop Financial Management Policies, Chapter IV. Operating Budget, Section D. Reporting, as adopted by Resolution R-2022-73 on August 23, 2022.

**ATTACHMENTS:**

- Unaudited Monthly Financial Report for the period ending April 30, 2023

# CITY OF BASTROP

Comprehensive Monthly Financial Report  
April 2023



# Performance at a Glance as of April 30, 2023



	YEAR TO DATE	REFERENCE
<b>ALL FUNDS SUMMARY</b>		
ALL FUNDS SUMMARY	POSITIVE	Page 3-4
SALES TAXES	POSITIVE	Page 5
PROPERTY TAXES	POSITIVE	Page 6
GENERAL FUND EXPENSE BY DEPARTMENT	POSITIVE	Page 7
WATER/WASTEWATER REVENUES	POSITIVE	Page 8
WATER/WASTEWATER EXPENDITURES BY DIVISION	POSITIVE	Page 9
ELECTRIC REVENUES	WARNING	Page 10
HOTEL OCCUPANCY TAX REVENUES	POSITIVE	Page 11
HOTEL OCCUPANCY TAX EXPENDITURES BY DIVISION	POSITIVE	Page 12
LEGAL FEES BY ATTORNEY/CATEGORY	POSITIVE	Page 13
<b>PERFORMANCE INDICATORS</b>		
<b>POSITIVE</b>	= Positive variance or negative variance < 1% compared to seasonal trends	
<b>WARNING</b>	= Negative variance of 1-5% compared to seasonal trends	
<b>NEGATIVE</b>	= Negative variance of > 5% compared to seasonal trends	

# COMPREHENSIVE MONTHLY FINANCIAL REPORT – April 2023

<u>Revenues:</u>	<u>FY2023 Approved Budget</u>	<u>FY2023 Forecast YTD</u>	<u>FY2023 Actual YTD</u>	<u>Variance</u>
General	\$ 17,052,608	\$ 11,460,518	\$ 12,942,014	12.9%
Designated	63,200	28,917	69,776	141.3%
General Fund One-time	382,395	382,395	388,108	1.5%
Street Maintenance	803,500	468,708	473,315	1.0%
Debt Service	3,870,175	3,462,087	3,551,972	2.6%
General Gov's Projects	3,052,000	212,917	216,864	1.9%
Land Acquisition	-	-	150,000	0.0%
Water/Wastewater	7,977,692	4,183,873	4,516,935	8.0%
Water/Wastewater Debt	3,665,227	1,511,374	1,540,683	1.9%
Water/Wastewater Capital Proj	885,100	516,308	527,570	2.2%
Impact Fees	3,330,450	1,005,914	1,242,721	23.5%
Vehicle & Equipment Replacement	1,435,490	1,151,379	1,256,412	9.1%
Electric	7,959,241	4,075,832	3,902,407	-4.3%
HOT Tax Fund	3,534,554	1,495,852	1,631,013	9.0%
Library Board	20,750	8,938	12,052	34.8%
Cemetery	184,700	98,992	108,875	10.0%
Capital Bond Projects	40,148,779	40,450,000	40,432,322	0.0%
Grant Fund	4,665,330	70,000	269,633	285.2%
Park/Trail Land Dedicaiton	1,465	1,423	1,580	11.0%
Hunter's Crossing PID	575,879	569,794	577,626	1.4%
Bastrop EDC	4,213,909	2,238,285	2,522,603	12.7%
<b>TOTAL REVENUES</b>	<b>\$ 103,822,444</b>	<b>\$ 73,393,506</b>	<b>\$ 76,334,481</b>	<b>4.0%</b>

**POSITIVE**

**WARNING**

**NEGATIVE**

= Positive variance or negative variance < 1% compared to forecast

= Negative variance of 1-5% compared to forecast

= Negative variance of >5% compared to forecast



## BUDGET SUMMARY OF ALL FUNDS

	<u>FY2023</u> <u>Approved Budget</u>	<u>FY2023</u> <u>Forecast YTD</u>	<u>FY2023</u> <u>Actual YTD</u>	<u>Variance</u>
<b><u>Expense:</u></b>				
General	\$ 20,108,075	\$ 12,395,848	\$ 11,810,105	-4.7%
Designated	323,780	44,000	43,744	-0.6%
General Fund One-time	456,200	154,090	153,530	-0.4%
Street Maintenance	807,927	75,000	72,445	-3.4%
Debt Service	3,850,699	688,105	687,514	-0.1%
General Gov't Projects	3,152,000	65,000	64,810	-0.3%
Water/Wastewater	8,689,225	5,268,943	5,160,019	-2.1%
Water/Wastewater Debt	4,457,069	1,073,896	1,074,703	0.1%
Water/Wastewater Capital Proj.	1,287,631	465,500	337,729	-27.4%
Revenue Bond, Series 2020	156,919	88,000	87,525	-0.5%
CO, Series 2021	20,450,575	13,830,809	13,899,495	0.5%
CO, Series 2023	25,600,000	-	-	0.0%
Impact Fees	7,884,300	562,250	562,023	0.0%
Vehicle & Equipment Replacement	1,678,763	1,538,763	1,004,531	-34.7%
Electric	8,325,435	4,306,748	4,289,594	-0.4%
HOT Tax Fund	3,899,827	3,355,338	3,142,836	-6.3%
Library Board	49,000	26,833	4,739	-82.3%
Cemetery	217,901	135,442	84,927	-37.3%
Hunter's Crossing PID	552,405	502,195	446,434	-11.1%
CO, Series 2013	210,791	76,000	50,277	-33.8%
CO, Series 2018	461,631	8,000	7,595	-5.1%
Limited Tax Note, Series 2020	149,948	149,948	111,256	-25.8%
America Rescue Plan	2,156,205	-	-	0.0%
CO, Series 2022	3,599,999	20,000	19,510	-2.5%
CO, Series 2023	13,107,779	108,000	107,779	-0.2%
Grant Fund	4,665,330	445,000	464,686	4.4%

POSITIVE
WARNING
NEGATIVE

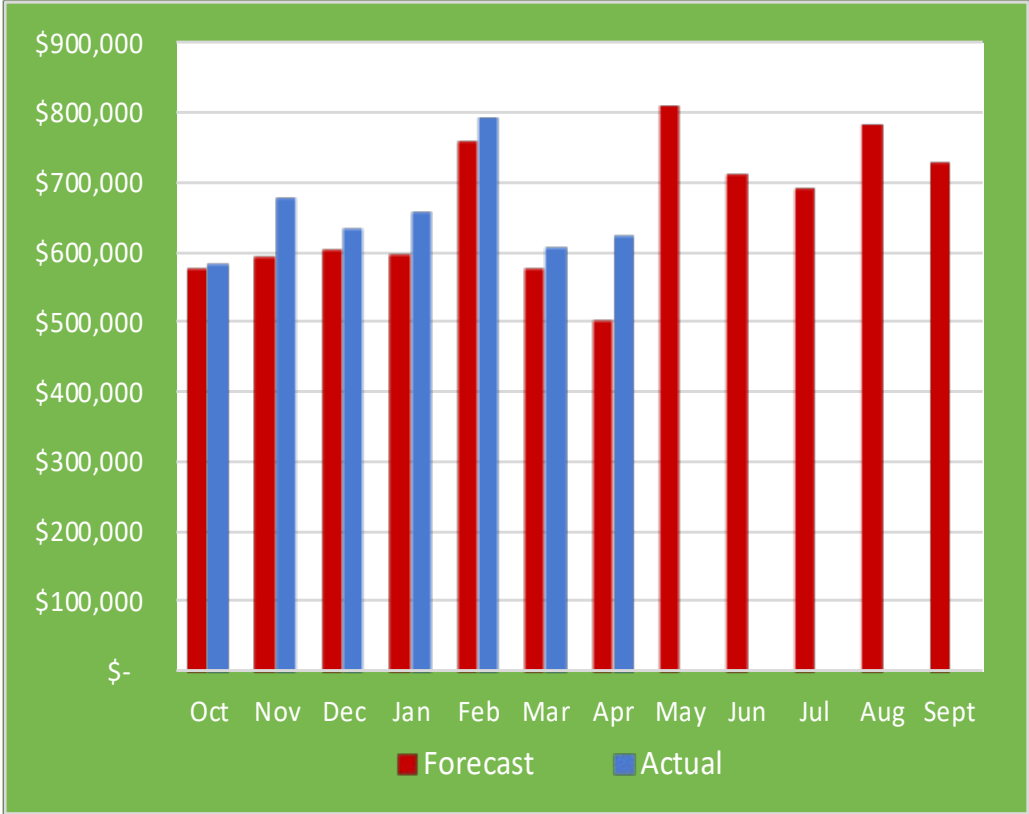
= Positive variance or negative variance < 1% compared to forecast  
 = Negative variance of 1-5% compared to forecast  
 = Negative variance of >5% compared to forecast

# COMPREHENSIVE MONTHLY FINANCIAL REPORT – April 2023

## REVENUE ANALYSIS

### SALES TAX REVENUE

<u>Month</u>	<u>FY2023 Forecast</u>	<u>FY2023 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 574,991	\$ 580,268	\$ 5,277
Nov	591,072	675,521	\$ 84,449
Dec	600,053	632,136	\$ 32,083
Jan	592,432	655,945	\$ 63,513
Feb	755,152	787,504	\$ 32,352
Mar	574,974	604,626	\$ 29,652
Apr	500,630	620,519	\$ 119,889
May	805,119		\$ -
Jun	707,365		\$ -
Jul	688,127		\$ -
Aug	778,750		\$ -
Sept	724,050		\$ -
<b>Total</b>	<b>\$ 7,892,715</b>	<b>\$ 4,556,519</b>	<b>\$ 367,215</b>
Cumulative Forecast	\$ 4,189,304		
Actual to Forecast	\$ 367,215	8.8%	



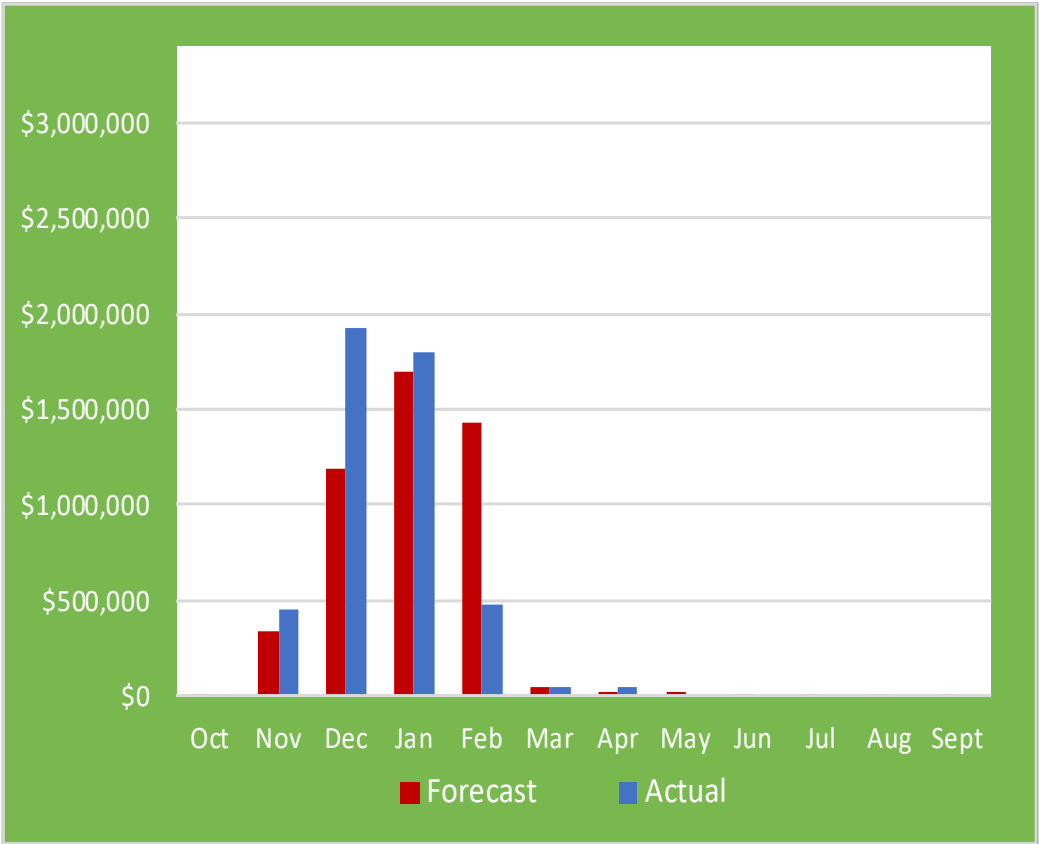
**POSITIVE**

Sales Tax is 46% of the total budgeted revenue for General Fund. The actual amounts for Oct. and Nov. are estimated due to the State Comptroller's two month lag in payment of these earned taxes. The actual is almost 9% greater than forecasted.



# PROPERTY TAX REVENUE

<u>Month</u>	<u>FY2023 Forecast</u>	<u>FY2023 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 10,451	\$ 13,108	\$ 2,657
Nov	334,933	453,349	\$ 118,416
Dec	1,196,190	1,924,618	\$ 728,428
Jan	1,692,354	1,803,389	\$ 111,035
Feb	1,435,428	479,900	\$ (955,528)
Mar	47,848	52,932	\$ 5,084
Apr	19,139	46,816	\$ 27,677
May	19,138		
Jun	9,570		
Jul	9,570		
Aug	9,570		
Sept	570		
<b>Total</b>	<b>\$ 4,784,761</b>	<b>\$ 4,774,112</b>	<b>\$ 37,769</b>
Cumulative Forecast	\$ 4,736,343		
Actual to Forecast	\$ 37,769	0.80%	



POSITIVE

Property tax represents 29% of the total General Fund revenue budget. As you can see from the forecast, they are generally collected from December to February. The actual is almost breakeven with forecast.

## GENERAL FUND EXPENDITURES BY DEPT.

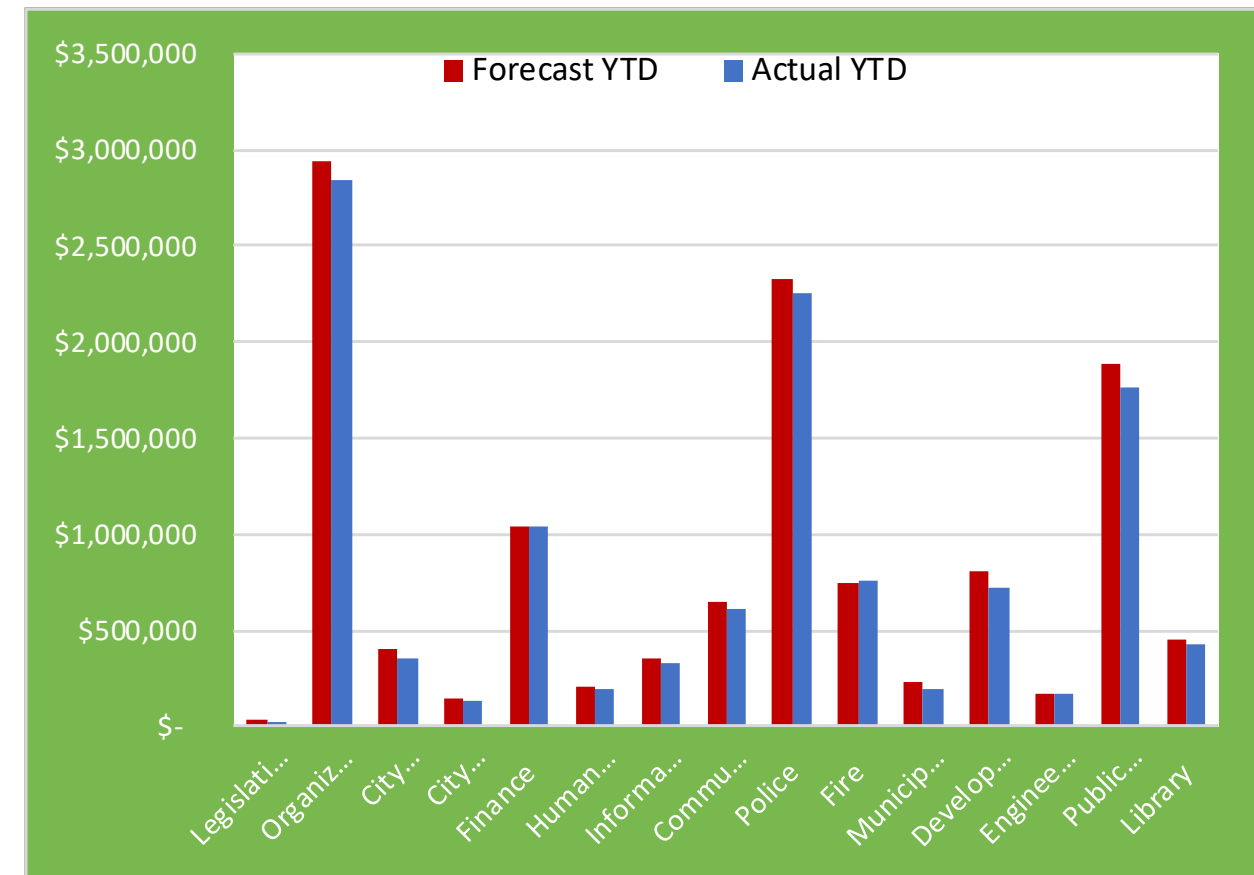
<u>Division</u>	<u>FY2023 Forecast YTD</u>	<u>FY2023 Actual YTD</u>	<u>Variance</u>
Legislative	\$ 34,518	\$ 29,544	\$ (4,974)
Organizational	2,945,097	2,839,875	\$ (105,222)
City Manager	408,058	357,181	\$ (50,877)
City Secretary	144,510	139,836	\$ (4,674)
Finance	1,042,510	1,035,107	\$ (7,403)
Human Resources	202,348	190,751	\$ (11,597)
Information Technology	356,648	324,650	\$ (31,998)
Community Engagemen	649,648	608,423	\$ (41,225)
Police	2,324,845	2,251,190	\$ (73,655)
Fire	741,255	759,649	\$ 18,394
Municipal Court	226,162	189,719	\$ (36,443)
Development Services	806,213	720,204	\$ (86,009)
Engineering	174,655	166,470	\$ (8,185)
Public Works	1,883,788	1,768,311	\$ (115,477)
Library	455,593	429,194	\$ (26,399)
<b>Total</b>	<b>\$ 12,395,848</b>	<b>\$ 11,810,104</b>	<b>\$ (585,744)</b>

Actual to Forecast

95.3%

POSITIVE

This page compares forecast to actual by department within the General Fund. YTD the actual is 95% of forecast.

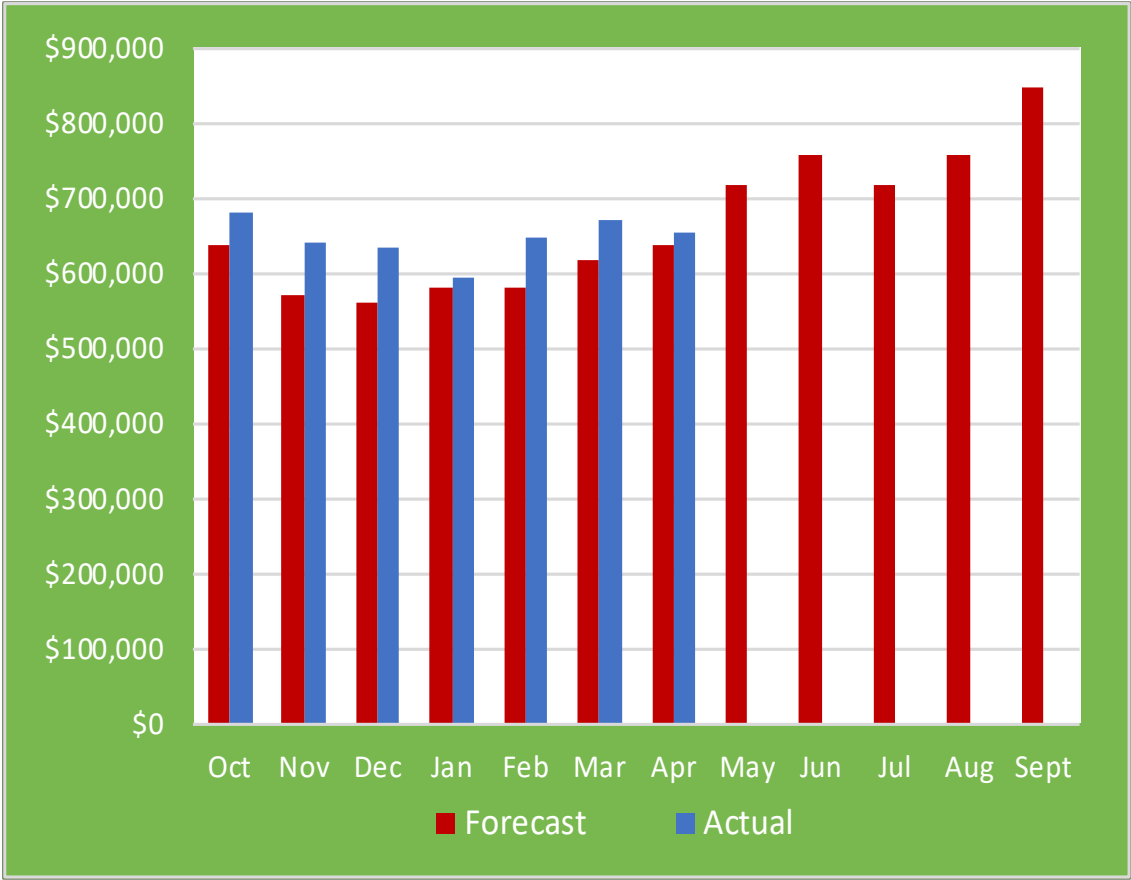


COMPREHENSIVE MONTHLY FINANCIAL REPORT – April 2023

REVENUE ANALYSIS

**WATER/WASTEWATER REVENUE**

Month	FY2023 Forecast	FY2023 Actual	Monthly Variance
Oct	\$ 638,316	\$ 681,114	\$ 42,798
Nov	569,347	638,648	\$ 69,301
Dec	560,114	633,214	\$ 73,100
Jan	580,619	592,464	\$ 11,845
Feb	579,347	648,152	\$ 68,805
Mar	617,812	671,390	\$ 53,578
Apr	638,316	651,953	\$ 13,637
May	717,790		
Jun	757,527		
Jul	716,518		
Aug	756,255		
Sept	845,729		
<b>Total</b>	<b>\$ 7,977,690</b>	<b>\$ 4,516,935</b>	<b>\$ 333,064</b>
Cumulative Forecast	\$ 4,183,871		
Actual to Forecast	\$ 333,064	7.96%	



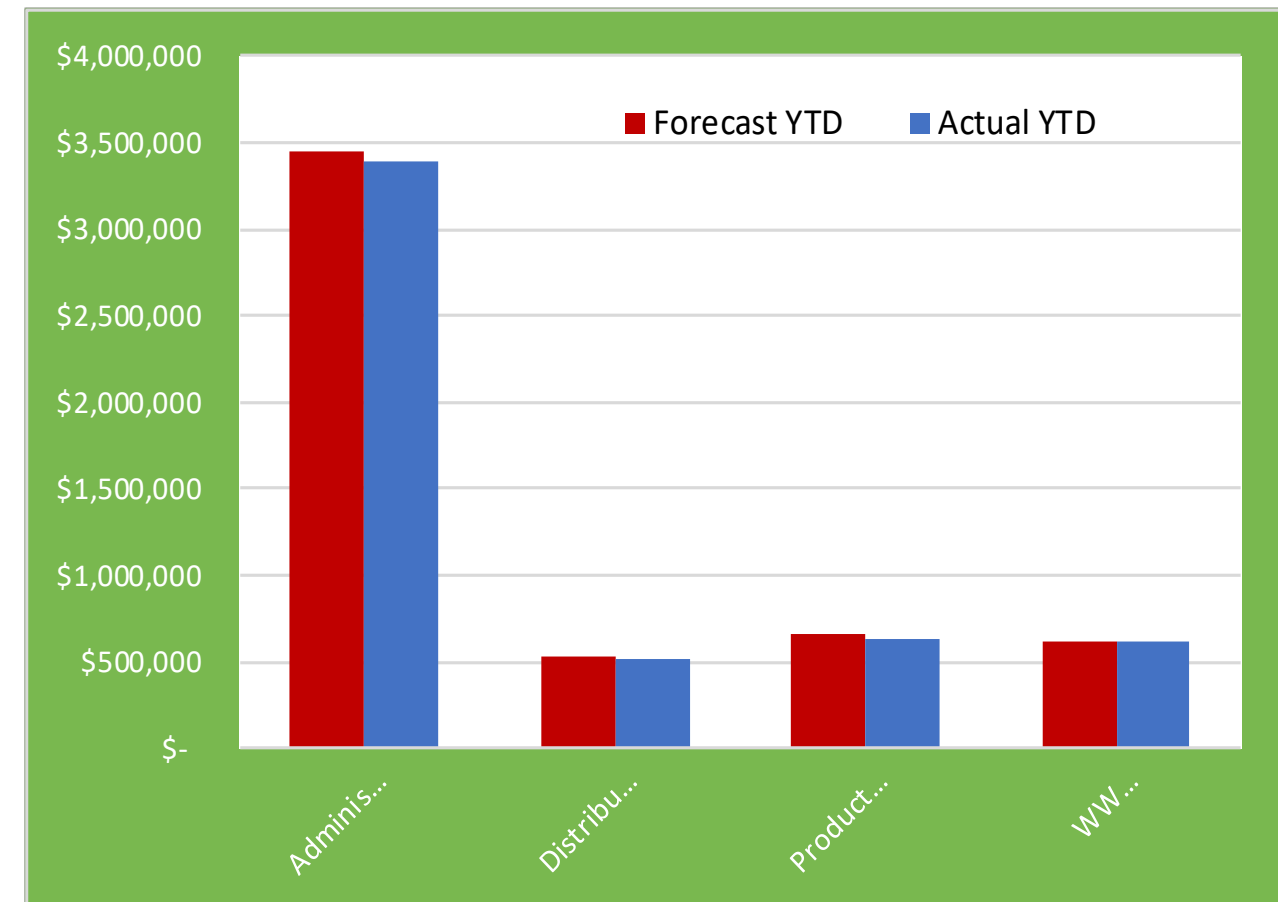
**POSITIVE**

The water and wastewater actual revenue is higher than forecast almost 8%. There were 16 new meters set this month, all residential.

EXPENSE ANALYSIS

# WATER/WASTEWATER EXPENDITURES BY DIVISION

<u>Division</u>	<u>FY2023 Forecast YTD</u>	<u>FY2023 Actual YTD</u>	<u>Variance</u>
Administration	\$ 3,453,667	\$ 3,395,372	\$ (58,295)
Distribution/Collection	530,506	510,987	\$ (19,519)
Production/Treatment	665,966	639,350	\$ (26,616)
WW Treatment Plant	<u>618,804</u>	<u>614,309</u>	<u>\$ (4,495)</u>
<b>Total</b>	<b><u>\$ 5,268,943</u></b>	<b><u>\$ 5,160,018</u></b>	<b><u>\$ (108,925)</u></b>
Actual to Forecast		97.9%	



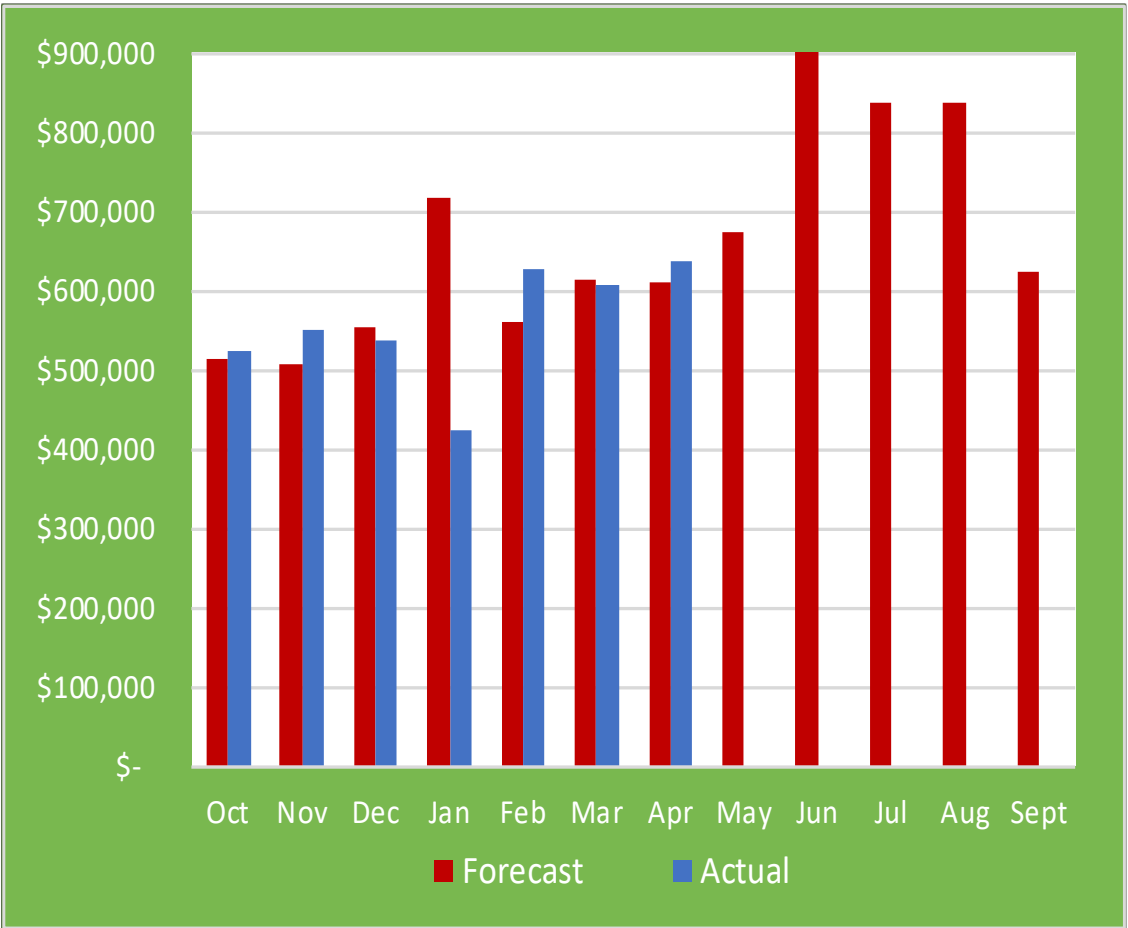
POSITIVE

This page compares actual to forecast by the divisions within the Water/Wastewater department. The actual is almost 98% of forecast.

REVENUE ANALYSIS

**ELECTRIC FUND REVENUE**

<u>Month</u>	<u>FY2023 Forecast</u>	<u>FY2023 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 514,921	\$ 525,195	\$ 10,274
Nov	507,248	549,744	\$ 42,496
Dec	554,146	537,080	\$ (17,066)
Jan	716,092	422,138	\$ (293,954)
Feb	559,213	625,515	\$ 66,302
Mar	614,775	607,100	\$ (7,675)
Apr	609,437	635,634	\$ 26,197
May	673,509		
Jun	912,677		
Jul	837,438		
Aug	837,053		
Sept	622,732		
<b>Total</b>	<b>\$ 7,959,241</b>	<b>\$ 3,902,406</b>	<b>\$ (173,426)</b>
Cumulative Forecast	\$ 4,075,832		
Actual to Forecast	\$ (173,426)	-4.25%	



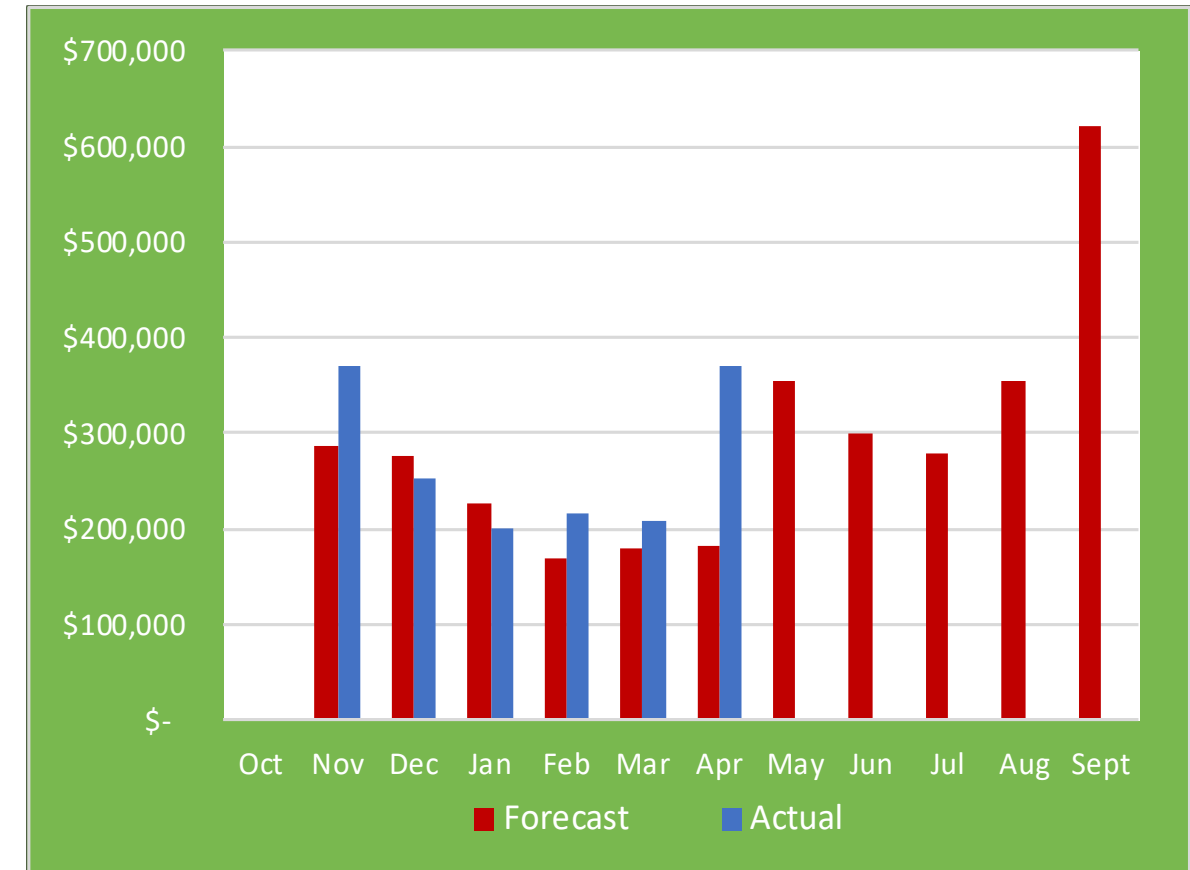
**WARNING**

The Electric utility revenue is 4.3% below forecasted revenue. There was 1 new commercial meter set this month. The large variance for January is related to lower consumption and less average billed days in the cycle.

REVENUE ANALYSIS

# HOTEL OCCUPANCY TAX REVENUE

<u>Month</u>	<u>FY2023 Forecast</u>	<u>FY2023 Actual</u>	<u>Monthly Variance</u>
Oct	\$ -	\$ -	\$ -
Nov	285,780	371,527	\$ 85,747
Dec	277,089	252,705	\$ (24,384)
Jan	227,137	199,512	\$ (27,625)
Feb	169,292	216,718	\$ 47,426
Mar	179,183	207,656	\$ 28,473
Apr	181,880	369,223	\$ 187,343
May	355,483		
Jun	300,040		
Jul	279,956		
Aug	354,982		
Sept	622,176		
<b>Total</b>	<b>\$ 3,232,998</b>	<b>\$ 1,617,341</b>	<b>\$ 296,980</b>
Cumulative Forecast	\$ 1,320,361		
Actual to Forecast %	\$ 296,980	22.5%	



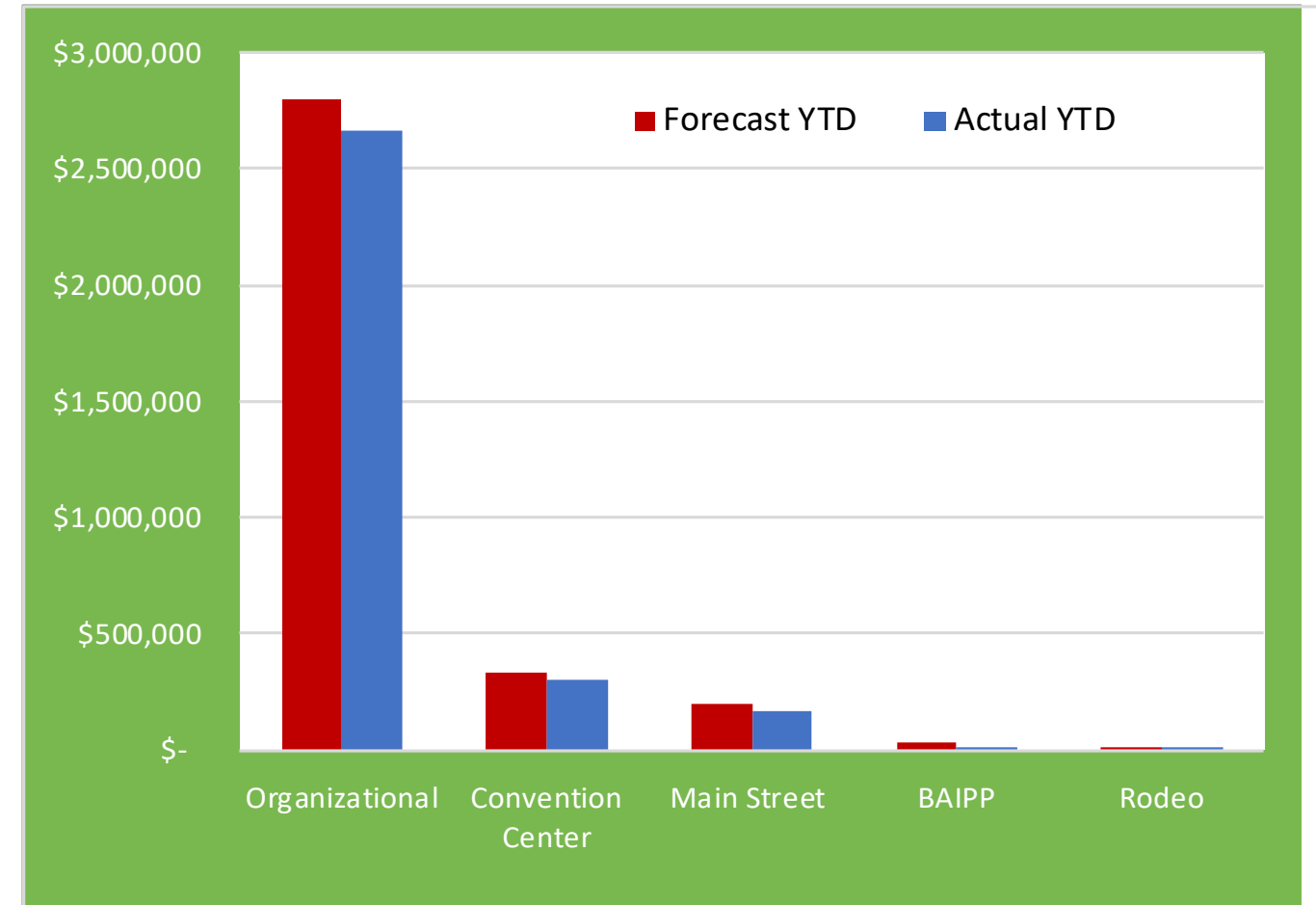
POSITIVE

This report is based on a cash method. The revenue is received by the City the month after collection. The September forecast represents the true-up of receipts for August and September. Actual is 22.5% over forecast.

EXPENSE ANALYSIS

# HOTEL OCCUPANCY TAX EXPENDITURES BY DIVISION

<u>Division</u>	FY2023 <u>Forecast YTD</u>	FY2023 <u>Actual YTD</u>	<u>Variance</u>
Organizational	\$ 2,799,046	\$ 2,661,418	\$ (137,628)
Convention Center	328,021	301,095	\$ (26,926)
Main Street	194,321	162,682	\$ (31,639)
BAIPP	32,083	15,838	\$ (16,245)
Rodeo	<u>1,867</u>	<u>1,802</u>	\$ (65)
<b>Total</b>	<b><u>\$ 3,355,338</u></b>	<b><u>\$ 3,142,835</u></b>	<b><u>\$ (212,503)</u></b>
Actual to Forecast		93.7%	



POSITIVE

This compares actual to forecast for each division located in the Hotel Occupancy Tax Fund. YTD is reporting actual at almost 94% of forecast.



# Legal fees by Attorney/Category

## COMPREHENSIVE MONTHLY FINANCIAL REPORT – April 2023

FIRM	CASE	FY20-21	FY21-22	FY22-23
<b>BUNDREN</b>				
	Pine Forest Interlocal	\$ 944	\$ 8,946	\$ -
<b>BOJORQUEZ</b>				
	General Legal	\$ 166,756	\$ 275,339	\$ 108,482
	NEU Review	\$ 8,493	\$ -	\$ -
	Bastrop 552	\$ 2,810	\$ 6,571	\$ -
	Crouch Suit	\$ -	\$ 12,006	\$ -
	Cox Suit	\$ -	\$ 11,122	\$ -
	COVID-19	\$ 186	\$ -	\$ -
	Pine Forest Interlocal	\$ -	\$ 3,710	\$ 396
	Prosecutor (Municipal Court)	\$ 16,331	\$ 21,783	\$ 10,157
	Water/WW	\$ 96,362	\$ 67,910	\$ 79,329
	Valverde	\$ -	\$ -	\$ 1,147
<b>RUSSEL RODRIGUEZ HYDE</b>				
	Hunter's Crossing PID	\$ 10,466	\$ 3,638	\$ 1,153
<b>MULTIPLE FIRMS</b>				
	W/WW Contract reviews	\$ 1,425	\$ 17,836	\$ 11,774
	Crouch Suit	\$ -	\$ 11,896	\$ -
	Cox Suit	\$ -	\$ 11,994	\$ -
<b>TAYLOR, OLSON, ADKINS, SRALLA &amp; ELAM</b>				
	71 Bastrop & MC Bastrop 71	\$ 7,333	\$ 18,967	\$ 63
		<u>\$ 311,106</u>	<u>\$ 471,716</u>	<u>\$ 212,501</u>

### SUMMARY OF CASE/TYPE

Row Labels	Sum of FY20-21	Sum of FY21-22	Sum of FY22-23
71 Bastrop & MC Bastrop 71	7,333	18,967	63
Bastrop 552	2,810	6,571	-
COVID-19	186	-	-
Cox Suit	-	23,116	-
Crouch Suit	-	23,901	-
General Legal	166,756	275,339	108,482
Hunter's Crossing PID	10,466	3,638	1,153
NEU Review	8,493	-	-
Pine Forest Interlocal	944	12,656	396
Prosecutor (Municipal Court)	16,331	21,783	10,157
Valverde	-	-	1,147
W/WW Contract reviews	1,425	17,836	11,774
Water/WW	96,362	67,910	79,329
<b>Grand Total</b>	<b>311,106</b>	<b>471,716</b>	<b>212,501</b>



# STAFF REPORT

**MEETING DATE:** May 23, 2023

**TITLE:**

Consider action to approve City Council minutes from the May 9, 2023, Regular Meeting; May 12, 2023, Pre-budget Workshop; and May 16, 2023, Special meeting.

**AGENDA ITEM SUBMITTED BY:**

Ann Franklin, City Secretary

**BACKGROUND/HISTORY:**

N/A

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Consider action to approve City Council minutes from the May 9, 2023, Regular Meeting; May 12, 2023, Pre-budget Workshop; and May 16, 2023, Special meeting.

**ATTACHMENTS:**

- May 9, 2023, DRAFT Regular Meeting Minutes.
- May 12, 2023, DRAFT Pre-budget Workshop Minutes.
- May 16, 2023, DRAFT Special Meeting Minutes.



## MAY 9, 2023

The Bastrop City Council met in a regular meeting on Tuesday, May 9, 2023, at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Schroeder and Mayor Pro Tem Rogers and Council Members Lee, Plunkett, Crouch, and Kirkland. Officers present were: City Manager, Sylvia Carrillo; City Secretary, Ann Franklin; and City Attorney, Alan Bojorquez.

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

Gabriela Mora Macedo & Rebecca Bleibtreu – 6th Graders from Cedar Creek Intermediate School Student Council led the pledges.

**INVOCATION**

Dustin Bartee, Senior Minister for Bastrop Christian Church, gave the invocation.

**PRESENTATIONS**

- 4A. Mayor's Report
- 4B. Council Members' Report
- 4C. City Manager's Report
- 4D. A proclamation of the City Council of the City of Bastrop, Texas recognizing May 14-20, 2023, as National Police Week.  
Submitted by: Ann Franklin, City Secretary  
**The proclamation was read into record by Mayor Schroeder and received by Chief Steffanic, Assistant Chief Hamilton, Sgt. Sanford, Sgt. Smith, Officer Wehr, and Officer West.**
- 4E. A proclamation of the City Council of the City of Bastrop, Texas, recognizing May 21-27, 2023, as Public Works Week.  
Submitted by: Ann Franklin, City Secretary  
**The proclamation was read into record by Mayor Schroeder and received by Curtis Hancock, Paul Gonzales, Michael Timmermann, Robert Hilcher and James Wilson.**
- 4F. A proclamation of the City Council of the City of Bastrop, Texas, recognizing May 13, 2023, as World Migratory Bird Day.  
Submitted by: Ann Franklin, City Secretary  
**The proclamation was read into record by Mayor Schroeder and received by Kerry Fossler, Michael Lucas, Curtis Hancock, and Council Member Kirkland.**
- 4A. Mayor's Report – Continued  
Mayor and Council recognized Mayor Pro Tem Rogers as she attended her last meeting on the City of Bastrop Council.

**WORK SESSIONS/BRIEFINGS - NONE**

**STAFF AND BOARD REPORTS - NONE****CITIZEN COMMENTS****SPEAKERS**

**Jeanette Watson**  
**343 Leisure**  
**Cedar Creek, TX 78612**  
**830-739-9225**

**Margarita Igoe**  
**127 Dos Cortes**  
**Smithville Tx 78957**  
**512-718-1503**

**Mayor Schroeder recessed the Council Meeting at 7:17 P.M.**

**Mayor Schroeder called the Council Meeting back to order at 7:29 P.M.**

**PRESENTATIONS CONTINUED**

- 4G. Presentation of the FY2023 Quarterly Report for January through March of 2023.  
Submitted by: Sylvia Carrillo, City Manager  
**Presentation was made by Sylvia Carrillo, City Manager.**
- 4H. Presentation regarding the current status of legislation and its impact on the City.  
Submitted by: Sylvia Carrillo, City Manager  
**Presentation was made by Mayor Connie Schroeder.**

**CONSENT AGENDA**

**A motion was made by Council Member Lee to approve Items 8A, 8C, 8D, 8E, and 8F as listed on the Consent Agenda after being read into the record by City Secretary Ann Franklin. Seconded by Council Member Crouch, motion was approved on a 5-0 vote.**

- 8A. Consider action to approve City Council minutes from the April 25, 2023, Regular Meeting.  
Submitted by: Ann Franklin, City Secretary
- 8C. Consider action to approve the second reading of Ordinance No. 2023-14, of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances Chapter 13, Article 13.02, Administration, providing for Pro Rate Reimbursements and cost sharing agreements for the extension of certain water and/or wastewater lines; and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting.  
Submitted by: Sylvia Carrillo, City Manager
- 8D. Consider action to approve Resolution No. R-2023-71 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Gail Sheehan to Place 5 of the Parks Board, as required in Section 3.08 of the City's Charter, and establishing an effective date.

Submitted by: Ann Franklin, City Secretary

- 8E. Consider action to approve Resolution No. R-2023-74 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Chloe Brevette to Place 6 of the Cultural Arts Commission, as required in Section 3.08 of the City's Charter, and establishing an effective date.

Submitted by: Ann Franklin, City Secretary

- 8F. Consider action to approve Resolution No. R-2023-72 of the City Council of the City of Bastrop, Texas, approving the posting of a notice for a public hearing to consider land use assumptions and a capital improvement plan relating to future public hearings for the possible adoption of roadway impact fees.

Submitted by: Trey Job, Assistant City Manager

### DISCUSSION ITEM

- 8B. Consider action to approve the second reading of Ordinance No. 2023-13 of the City Council of the City of Bastrop, Texas, continuing the curfew, for minors, as established in Ordinance 2020-09, Article 8.05, and providing an effective date.

Submitted by: Vicky Steffanic, Chief of Police

**A motion was made by Council Member Kirkland to table this item until after the 88th Legislative Session is complete, seconded by Council Member Crouch, motion was approved on a 5-0 vote.**

### ITEMS FOR INDIVIDUAL CONSIDERATION

- 9A. Consider action on Resolution No. R-2023-73 of the City Council of the City of Bastrop, Texas, approving second amendment to the Development and Annexation Agreement between the City of Bastrop and Bastrop Colorado Bend, LLC, and authorizing the Mayor to execute the amendment on behalf of the City of Bastrop.

Submitted by: Sylvia Carrillo, City Manager

**Presentation was made by Sylvia Carrillo, City Manager**

**A motion was made by Mayor Pro Tem Rogers to approve Resolution No. R-2023-73, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.**

- 9B. Consider action to increase the budget in the Administration segment for Community Event Support by \$10,000 to cover increased permitting requirements by Texas Department of Transportation.

Submitted by: Sylvia Carrillo, City Manager

**Presentation was made by Sylvia Carrillo, City Manager**

**A motion was made by Council Member Lee to increase the budget in the Administration segment for Community Event Support by \$10,000, seconded by Council Member Crouch, motion was approved on a 5-0 vote.**

### EXECUTIVE SESSION

The City Council met at 8:28 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

10A. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.074 to seek the advice of legal counsel and discuss potential acquisition of real estate relating to the Simsboro Aquifer Water Treatment Plant, Well Field, and Transmission Facilities project.

Mayor Schroeder recessed the Executive Session at 8:40 p.m.

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

No action taken.

Adjourned at 8:40 p.m. without objection.

APPROVED:

ATTEST:

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

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

The Minutes were approved on May 16, 2023, by Council Member **Name**'s motion, Council Member **Name**'s second. The motion was approved on a **5-0** vote.

**MINUTES OF PRE-BUDGET PLANNING BASTROP CITY COUNCIL WORKSHOP**

**MAY 12, 2023**

The Bastrop City Council met in a pre-budget planning workshop on Friday, May 12, 2023, at 12:00 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Schroeder and Council Members Lee, Plunkett, Crouch, and Kirkland. Officers present were City Manager, Sylvia Carrillo and City Secretary, Ann Franklin.

**CALL TO ORDER**

Mayor Schroeder called the meeting to order with a quorum being present at 12:00 p.m. Mayor Pro Tem Rogers was absent.

**CITIZEN COMMENTS - NONE**

**PRE-BUDGET PLANNING WORKSHOP**

- 1. Drainage Master Plan and Drainage Fee discussion
- 2. Transportation Impact Fee discussion
- 3. FY2024 one-time requests
- 4. Five-year CIP Update
- 5. FY2024 Bond issuance
- 6. Street Cost Model

**Presentation was made by Sylvia Carrillo, City Manager and Trey Job, Assistant City Manager.**

**ADJOURNMENT**

**Mayor Schroeder adjourned the Bastrop City Council workshop meeting at 1:43 p.m. without objection.**

**APPROVED:**

**ATTEST:**

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

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

**The Minutes were approved on May 23, 2023, by Council Member \_\_\_\_\_ motion, Council Member \_\_\_\_\_ second. The motion was approved on a 5-0 vote.**



**MAY 16, 2023**

The Bastrop City Council met in a special meeting on Tuesday, May 16, 2023, at 4:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Schroeder and Council Members Lee, Plunkett, Crouch, and Kirkland. Officers present were City Manager, Sylvia Carrillo; City Secretary, Ann Franklin; and Assistant City Attorney, Rezzin Pullum.

**CALL TO ORDER**

Mayor Schroeder called the meeting to order at 4:30 p.m. with a quorum present. Mayor Pro Tem Rogers was absent.

**PLEDGE OF ALLEGIANCE**

Clayton Cannon, led the pledges.

**INVOCATION**

Bob Long, Bastrop Police Chaplain, gave the invocation.

**CITIZEN COMMENTS – NONE****INDIVIDUAL CONSIDERATION I**

- 4A. Consider action to approve Resolution No. R-2023-77 of the City Council of the City of Bastrop, Texas to canvass the May 6, 2023, Election for Mayor, Place 2, and Place 3 of the Bastrop City Council; and establishing an effective date.

Submitted by: Ann Franklin, City Secretary

**A motion was made by Council Member Kirkland to approve Resolution No. R-2023-77, seconded by Council Member Crouch, motion was approved on a 4-0 vote. Mayor Pro Tem Rogers was absent.**

- 4B. Consider action to approve Resolution No. R-2023-76 of the City Council of the City of Bastrop, Texas, calling for a runoff Election for Mayor of the Bastrop City Council for a term of three years, designating the date of said Election; designating polling places; designating early voting hours and places; directing posting and publication of notice for said election; and providing an effective date.

Submitted by: Ann Franklin, City Secretary

**A motion was made by Council Member Plunkett to approve Resolution No. R-2023-76, seconded by Council Member Lee, motion was approved on a 4-0 vote. Mayor Pro Tem Rogers was absent.**

**OATH OF OFFICE**

- 5A. Incumbent Council Member Kevin Plunkett Place 3

- Swearing Oath of Office, The Honorable Chris Duggan, State District Judge, District 423
- Signature of official documents, Ann Franklin, City Secretary
- Welcome by Council
- Comments by Council Member Plunkett

5B. Incoming Council Member Cynthia Sanders Meyer Place 2

- Swearing Oath of Office, The Honorable Chris Duggan, State District Judge, District 423
- Signature of official documents, Ann Franklin, City Secretary
- Welcome by Council
- Comments by Council Member Meyer

**INDIVIDUAL CONSIDERATION II**

6A. Consider Action to Elect Mayor Pro Tem.

Submitted by: Ann Franklin, City Secretary

**Council Member Lee nominated Council Member Plunkett for Mayor Pro Tem.**

**Council Member Crouch and Council Member Plunkett nominated Council Member Kirkland for Mayor Pro Tem.**

**A vote was taken on the dais to elect the new Mayor Pro Tem with the following results:**

**Council Member Plunkett – 1 vote, Council Member Lee voted for Council Member Plunkett**

**Council Member Kirkland – 4 votes, Council Members Plunkett, Meyer, Crouch, and Kirkland voted for Council Member Kirkland**

**Council Member Kirkland was elected as the new Mayor Pro Tem.**

Adjourned at 5:00 p.m. without objection.

**RECEPTION IMMEDIATELY FOLLOWED MEETING.**

**APPROVED:**

**ATTEST:**

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

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

**The Minutes were approved on May 23, 2023, by Council Member motion, Council Member second. The motion was approved on a vote.**



# STAFF REPORT

**MEETING DATE:** May 23, 2023

**TITLE:**

Consider action to approve Resolution No. R-2023-82 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Ashleigh Henson, to Place 5 of the Planning and Zoning Commission, as required in Section 3.08 of the City's Charter, and establishing an effective date.

**AGENDA ITEM SUBMITTED BY:**

Ann Franklin, City Secretary

**BACKGROUND/HISTORY:**

Section 3.08, Mayor and Mayor Pro Tem, of the City Charter states that the Mayor shall appoint members to all City boards and commissions, subject to confirmation by the City Council.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Recommend approval of Resolution No. R-2023-82 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Ashleigh Henson, to Place 5 of the Planning and Zoning Commission, as required in Section 3.08 of the City's Charter, and establishing an effective date.

**ATTACHMENTS:**

- Resolution

**RESOLUTION NO. R-2023-82**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CONFIRMING APPOINTMENT BY THE MAYOR OF ASHLEIGH HENSON TO PLACE 5 OF THE PLANNING AND ZONING COMMISSION, AS REQUIRED IN SECTION 3.08 OF THE CITY'S CHARTER; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, Section 3.08, Mayor and Mayor Pro Tem, of the City Charter states that the Mayor shall appoint members to all City boards and commissions, subject to confirmation by the City Council; and

**WHEREAS**, Mayor Connie Schroeder has appointed Ashleigh Henson to Place 5 of the Planning and Zoning Commission; and

**WHEREAS**, City Council must confirm these appointments as required by the City Charter.

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

**Section 1:** That Mayor Connie Schroeder has appointed Ashleigh Henson to Place 5 of the Planning and Zoning Commission; and

**Section 2:** That the City Council of the City of Bastrop confirms Mayor Schroeder's appointment of Ashleigh Henson to Place 5 of the Planning and Zoning Commission.

**Section 3:** That this Resolution shall take effect immediately upon its passage, and it is so resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 23<sup>rd</sup> day of May 2023.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



# STAFF REPORT

**MEETING DATE:** May 23, 2023

**TITLE:**

Consider action to approve Resolution No. R-2023-83 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Rick Rivera, to Place 1 of the Parks Board, as required in Section 3.08 of the City's Charter, and establishing an effective date.

**AGENDA ITEM SUBMITTED BY:**

Ann Franklin, City Secretary

**BACKGROUND/HISTORY:**

Section 3.08, Mayor and Mayor Pro Tem, of the City Charter states that the Mayor shall appoint members to all City boards and commissions, subject to confirmation by the City Council.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Recommend approval of Resolution No. R-2023-83 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Rick Rivera, to Place 1 of the Parks Board, as required in Section 3.08 of the City's Charter, and establishing an effective date.

**ATTACHMENTS :**

- Resolution

**RESOLUTION NO. R-2023-83**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CONFIRMING APPOINTMENT BY THE MAYOR OF RICK RIVERA TO PLACE 1 OF THE PARKS BOARD, AS REQUIRED IN SECTION 3.08 OF THE CITY'S CHARTER; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, Section 3.08, Mayor and Mayor Pro Tem, of the City Charter states that the Mayor shall appoint members to all City boards and commissions, subject to confirmation by the City Council; and

**WHEREAS**, Mayor Connie Schroeder has appointed Rick Rivera to Place 1 of the Parks Board; and

**WHEREAS**, City Council must confirm these appointments as required by the City Charter.

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

**Section 1:** That Mayor Connie Schroeder has appointed Rick Rivera to Place 1 of the Parks Board; and

**Section 2:** That the City Council of the City of Bastrop confirms Mayor Schroeder's appointment of Rick Rivera to Place 1 of the Parks Board.

**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 23<sup>rd</sup> day of May 2023.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



# STAFF REPORT

**MEETING DATE:** May 23, 2023

**TITLE:**

Consider action to approve Resolution No. R-2023-75 of the City Council of the City of Bastrop, Texas approving the closure of Chestnut Street for the Bastrop Juneteenth Celebration parade; providing for an effective date.

**AGENDA ITEM SUBMITTED BY:**

Terry Moore, Recreation Manager

**BACKGROUND/HISTORY:**

The Bastrop Juneteenth Celebration Parade has been held annually in the community since the 1980's.

Now that the Parade has continued to grow, and it is not uncommon to see one hundred (100) or more entries who want to share in the tradition, we need to close Chestnut Street. This is important to maintain the safety of the parade for the participants and the ten to fifteen thousand spectators. Chestnut Street, also known as Loop 150 is a Texas Department of Transportation (TxDOT) owner and maintained right of way. In order to close Chestnut for a few hours a permit is required from TxDOT. The application requires a resolution approving the request from the Bastrop City Council.

**RECOMMENDATION:**

Trey Job, Assistant City Manager for Community Development recommends approval of Resolution No R-2023-75.

**ATTACHMENTS:**

- Resolution No. R-2023-75
- Parade Route TCP

**RESOLUTION NO. R-2023-75**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING THE CLOSURE OF CHESTNUT STREET FOR THE BASTROP JUNETEENTH CELEBRATION PARADE; PROVIDING FOR A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bastrop City Council understands the importance of providing safety to parade participants, spectators and the travelling public; and

**WHEREAS**, the City of Bastrop City Council understands providing an enhanced quality of life services such as special events and parades should be safe, effective and is establishing that the Bastrop Juneteenth Celebration Parade event serves a public purpose and authorizing the City of Bastrop to enter into this agreement with the State; and

**WHEREAS**, the Bastrop Juneteenth Celebration Parade event will be located within the local government's incorporated area;

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

**Section 1.** That the City Manager is hereby authorized to enter into an agreement with TxDOT requesting a permit for the closure of Chestnut Street on June 17, 2023, for the Bastrop Juneteenth Celebration Parade event.

**Section 2.** The City of Bastrop traffic control plan shown as Exhibit A, is to protect the safety of the public during the Bastrop Juneteenth Celebration Parade event.

**Section 3.** This resolution shall take effect immediately from and after its passage, and it is duly resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 23<sup>rd</sup> day of May, 2023.

**APPROVED:**

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

**ATTEST:**

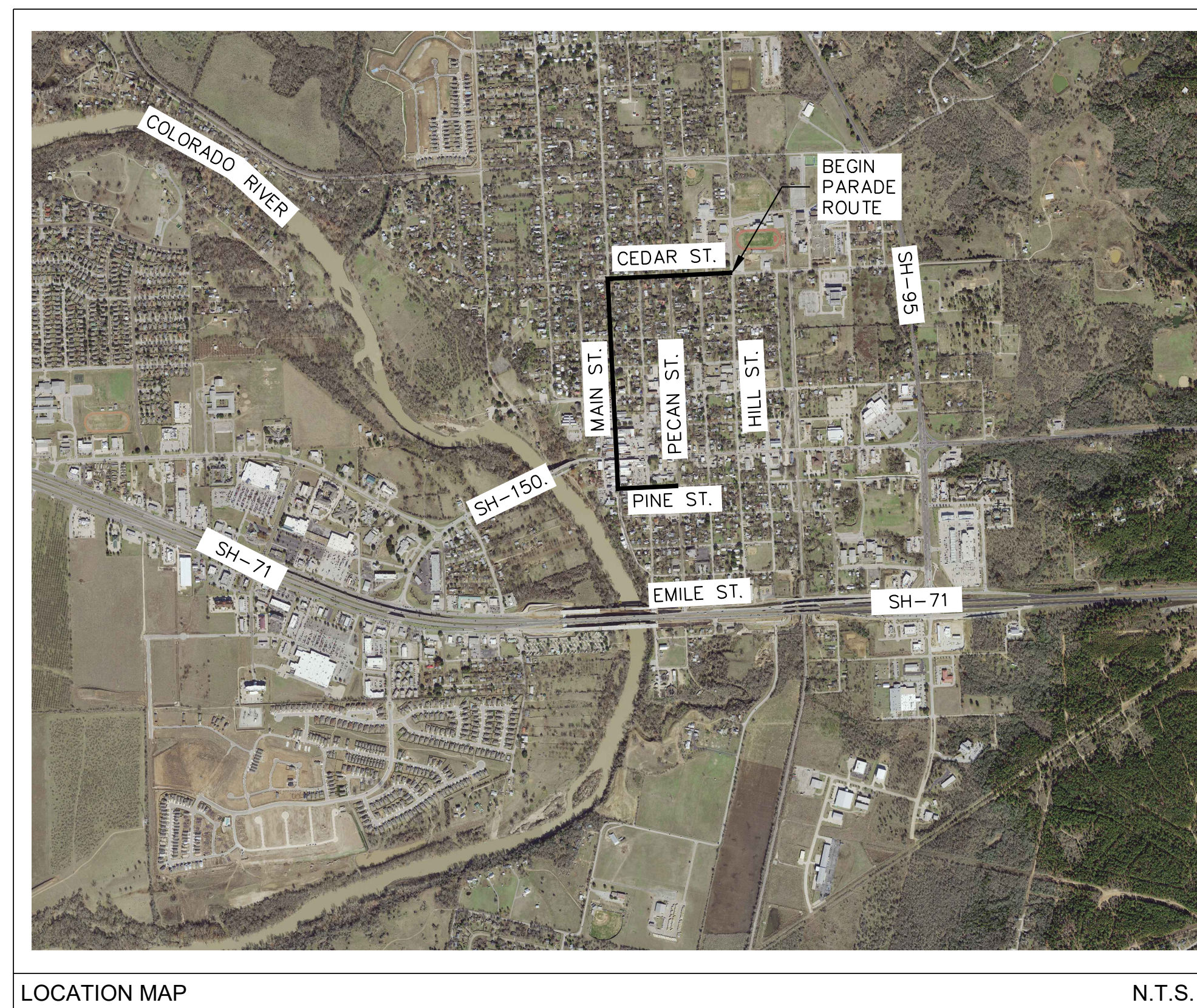
\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

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

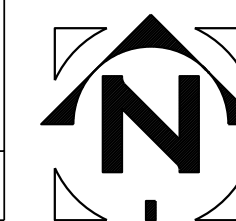


# CITY OF BASTROP MEDIUM-LENGTH SPECIAL EVENT PARADE ROUTE TEMPORARY TRAFFIC CONTROL PLANS



LOCATION MAP

N.T.S.



	<p style="font-size: small;">305 East Huntland Drive Suite 200 Austin, Texas 78752 p: 512.453.0767 f: 512.453.1734</p> <p style="font-size: x-small;">TBAE FIRM REGISTRATION NO.: 1452 TBPE FIRM REGISTRATION NO.: F-1416 TBPLS FIRM REGISTRATION NO.: 10065600</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">NO.</th> <th style="width: 10%;">DATE</th> <th style="width: 75%;">DESCRIPTION</th> <th style="width: 10%;">BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	DATE	DESCRIPTION	BY																																									<p style="font-size: x-small;">The bar above measures one inch on the original drawing. Adjust scales accordingly.</p>	<p><b>TEMPORARY TRAFFIC CONTROL PLAN COVER SHEET</b></p> <p><b>BASTROP MEDIUM-LENGTH SPECIAL EVENT/PARADE ROUTE CITY OF BASTROP, TX</b></p>	<p style="font-size: x-small;">PLOTTED: 05/02/2023 JOB NO: 345-05B</p> <p style="font-size: x-small;">TC-00 <u>1</u> OF <u>6</u></p>
NO.	DATE	DESCRIPTION	BY																																														









0 125' 250' 500'  
Scale: 1" = 250'

**TRAFFIC CONTROL LEGEND**

- PARKING AREAS
- WORK (PARADE ROUTE) AREA
- CHANNELIZING DEVICE (MARKERS)
- CHANNELIZING DEVICE (BARRELS)
- PORTABLE PROGRAMMABLE MESSAGE BOARD
- TRAFFIC CONTROL SIGNAGE (TYPICAL)
- TYPE III BARRICADE
- DIRECTION OF TRAFFIC
- SIGN LOCATION
- FLAGGER

- NOTES:**
1. THIS PLAN IS FOR THE SETUP OF TRAFFIC CONTROLS NECESSARY TO FACILITATE A PARADE ROUTE/SPECIAL EVENT ALONG THE HIGHLIGHTED PATH SHOWN.
  2. TEMPORARY TRAFFIC CONTROLS AND THE DETAILS REFERENCED IN THIS PLAN SHALL BE SET UP 24-HOURS BEFORE THE PARADE COMMENCES.
  3. THE ANTICIPATED DURATION FOR THE PARADE IS 1-DAY. THE TRAFFIC CONTROLS SHALL REMAIN IN PLACE UNTIL TEMPORARY PARKING FOR THE PARADE ROUTE AND THE PARADE FLOATS, VEHICLES, PROPS AND SPECIAL EVENT PERSONNEL HAVE BEEN SAFELY CLEARED FROM THE EVENT SITE.
  4. NO LESS THAN 2 POLICE PATROL UNITS SHALL BE LOCATED ON SITE (IN AREAS DESIGNATED), IN ORDER TO CONDUCT EMERGENCY VEHICULAR INGRESS OR EGRESS FOR VEHICLES OUTSIDE OR INSIDE THE PERIMETER OF THE PARADE ROUTE.
  5. PECAN STREET AND CHESTNUT STREET (SH-150) SHALL HAVE POLICE-ENFORCED AND CONTROLLED EMERGENCY ACCESS AT ALL TIMES DURING THE PARADE ACTIVITIES. THESE ROUTES PROVIDE EFFICIENT ACCESS TO ASCENSION SETON BASTROP HOSPITAL. SHOULD EMERGENCY OR LIFE-THREATENING MEDICAL EMERGENCY SERVICES BE NEEDED.
  6. ADA-COMPLIANT PATHWAYS TO ADDRESS PEDESTRIAN CONSIDERATIONS, SHALL BE ACCESSIBLE AT ALL TIMES DURING THE PARADE ACTIVITIES. AREAS WHERE SIDEWALK/CROSSWALK CLOSURES ARE NEEDED, SHALL EMPLOY DETAIL 804S-1, 4 OF 9 AS APPLICABLE.
  7. FOR TYPICAL SINGLE DIRECTION STREET DETOUR SETUPS, REFER TO DETAIL 804S-2, 5 OF 8.
  8. FOR TYPICAL BLOCK CLOSURE SETUPS WITH STREET DETOUR SETUPS IN BOTH DIRECTIONS, REFER TO DETAIL 804S-2, 6 OF 8.
  9. TO AVOID DUPLICATE SIGNAGE, CITY OF BASTROP MAY OMIT SIGNS IN THIS SETUP IF ALREADY IN PLACE BY EXISTING CONSTRUCTION SITES. CONVERSELY, EXISTING SIGNS THAT CONFLICT WITH THE NEW SETUP MAY BE COVERED IF APPROPRIATE.

05/08/2023  
MWM DesignGroup, Inc.  
F-1416

**mwm**  
DesignGroup

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TBPE FIRM REGISTRATION NO.: F-1416  
TBPLS FIRM REGISTRATION NO.: 10065600

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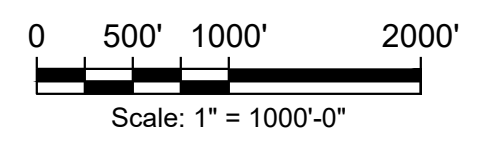
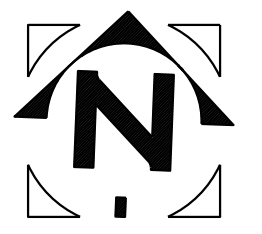
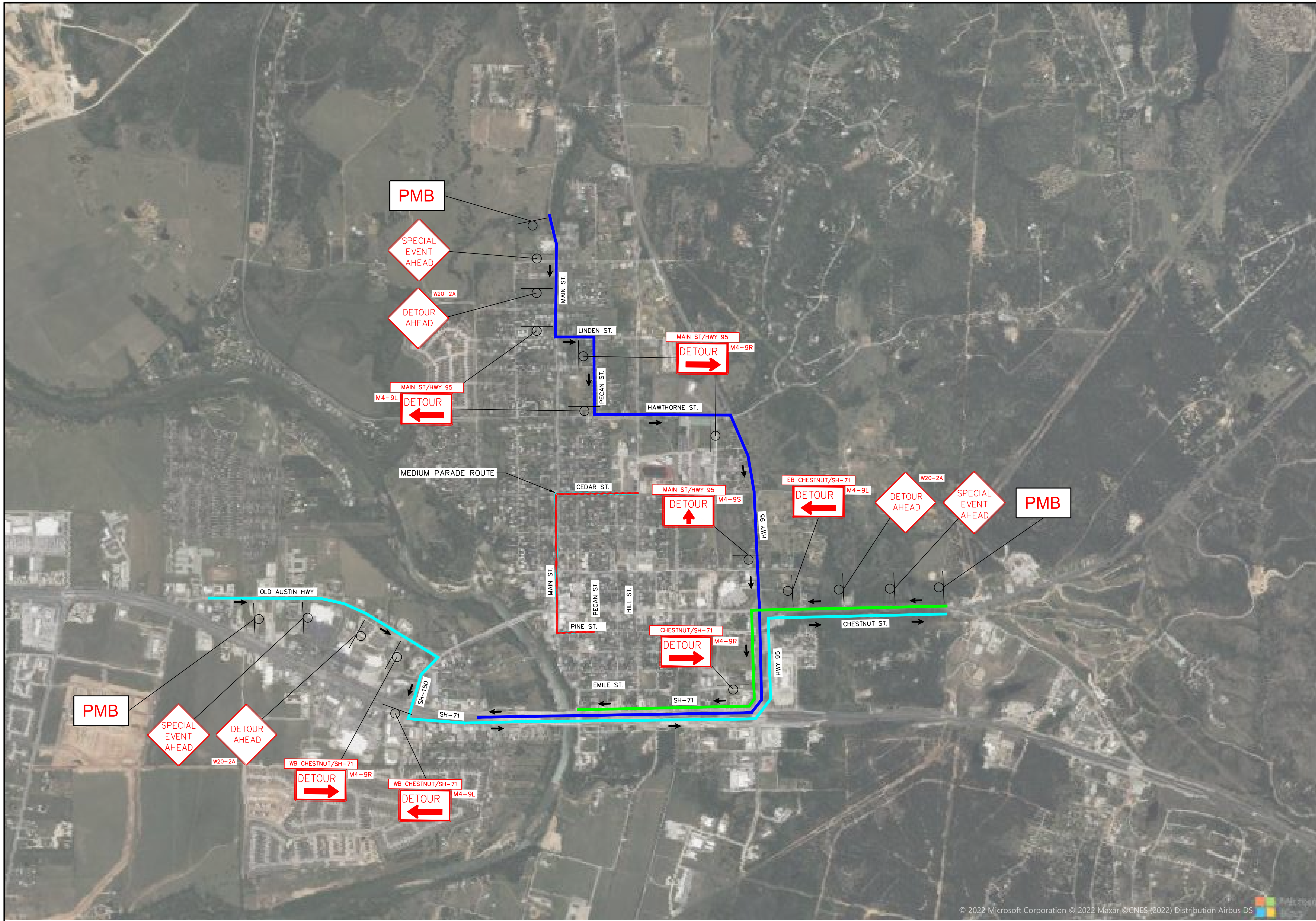
**TEMPORARY TRAFFIC CONTROL PLAN  
OVERALL LAYOUT**

**BASTROP MEDIUM-LENGTH SPECIAL EVENT/PARADE ROUTE  
CITY OF BASTROP, TX**

PLOTTED: 05/02/2023  
JOB NO: 345-05B

**TC-02**  
**3 OF 6**





- TRAFFIC CONTROL LEGEND**
- WORK (PARADE ROUTE) AREA
  - PORTABLE PROGRAMMABLE MESSAGE BOARD
  - TRAFFIC CONTROL DETOUR SIGNAGE (TYPICAL)
  - DIRECTION OF DETOUR
  - SIGN LOCATION
  - EASTBOUND CHESTNUT/SH-71 DETOUR
  - MAIN STREET/HWY-95 DETOUR
  - WESTBOUND CHESTNUT/SH-71 DETOUR

- NOTES:**
1. THIS PLAN IS FOR THE SETUP OF DETOURS NECESSARY TO DIRECT INCOMING, OUT-OF-TOWN TRAFFIC, AROUND THE PARADE ROUTE USING THE DETOUR ROUTES SHOWN.
  2. TEMPORARY TRAFFIC CONTROLS AND THE SIGNS REFERENCED IN THIS PLAN SHALL BE SET UP 24 HOURS BEFORE THE PARADE COMMENCES.
  3. THE ANTICIPATED DURATION FOR THE PARADE IS 1-DAY. THE TRAFFIC CONTROLS SHALL REMAIN IN PLACE UNTIL TEMPORARY PARKING FOR THE PARADE ROUTE AND THE PARADE FLOATS, VEHICLES, PROPS AND PERSONNEL HAVE BEEN SAFELY CLEARED FROM THE PARADE SITE(S).
  4. PORTABLE MESSAGE BOARDS (PMB'S) SHALL BE USED TO CONVEY THE DATES AND TIMES FOR THE PARADE EVENT AT LEAST 2-WEEKS BEFORE THE EVENT.
  5. THE PMB'S SHALL BE PLACED WELL IN FRONT OF THE ADVANCED WARNING (SPECIAL EVENT & DETOUR) SIGNAGE FOR EACH OF THE THREE (3) APPROACHES SHOWN IN THE PLAN.
  6. PECAN STREET AND CHESTNUT STREET (SH-150) SHALL HAVE POLICE-ENFORCED AND CONTROLLED EMERGENCY ACCESS AT ALL TIMES DURING THE PARADE ACTIVITIES. THESE ROUTES PROVIDE EFFICIENT ACCESS TO ACENSION SETON BASTROP HOSPITAL, SHOULD EMERGENCY OR LIFE-THREATENING MEDICAL EMERGENCY SERVICES BE NEEDED.
  7. TxDOT STANDARD SIGN DETAILS SHALL BE USED FOR SIGNAGE IN TxDOT-OWNED R.O.W.

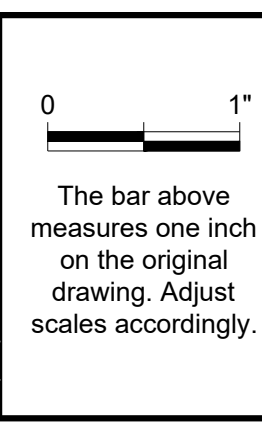
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**TEMPORARY TRAFFIC CONTROL PLAN  
DETOUR PLAN**

**BASTROP MEDIUM-LENGTH SPECIAL EVENT/PARADE ROUTE  
CITY OF BASTROP, TX**

PLOTTED: 05/02/2023  
JOB NO: 345-05B

TC-03  
4 OF 6

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**Typical Transition Lengths and Suggested Maximum Spacing of Devices**

Speed KMPH	Posted Speed MPH	Formula	Minimum Desirable Taper Lengths (L) Meters (Feet)			Suggested Max. Device Spacing Meters (Feet)	Suggested Sign Spacing Meters (Feet)
			3.0(10) Offset Meters (feet)	3.3(11) Offset Meters (feet)	3.6(12) Offset Meters (feet)		
50	30	L=WS <sup>2</sup> 60	45 (150)	50 (165)	55 (180)	9 (30)	15-20 (50-75)
55	35		65 (205)	70 (225)	75 (245)	10 (35)	20-25 (70-80)
65	40		80 (265)	90 (295)	100 (320)	12 (40)	25-30 (80-100)
70	45	L=WS <sup>2</sup>	135 (450)	150 (495)	165 (540)	13 (45)	35-40 (110-120)
80	50		180 (600)	195 (650)	210 (700)	15 (50)	40-45 (120-150)
90	55		215 (705)	235 (780)	255 (850)	16 (55)	45-55 (130-165)
105	65	L=WS <sup>2</sup>	215 (705)	235 (780)	255 (850)	16 (55)	45-55 (130-165)
115	70		215 (705)	235 (780)	255 (850)	16 (55)	45-55 (130-165)

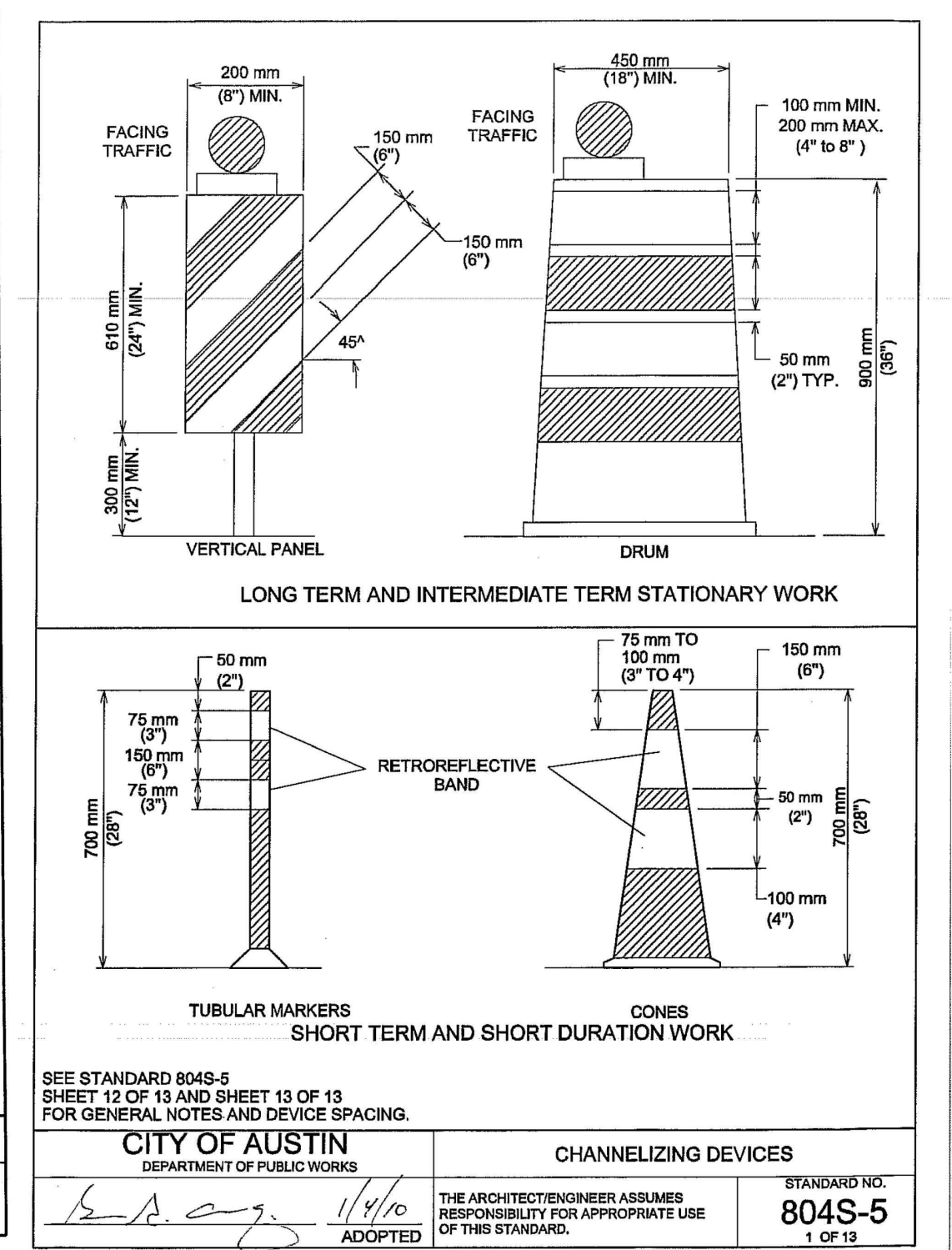
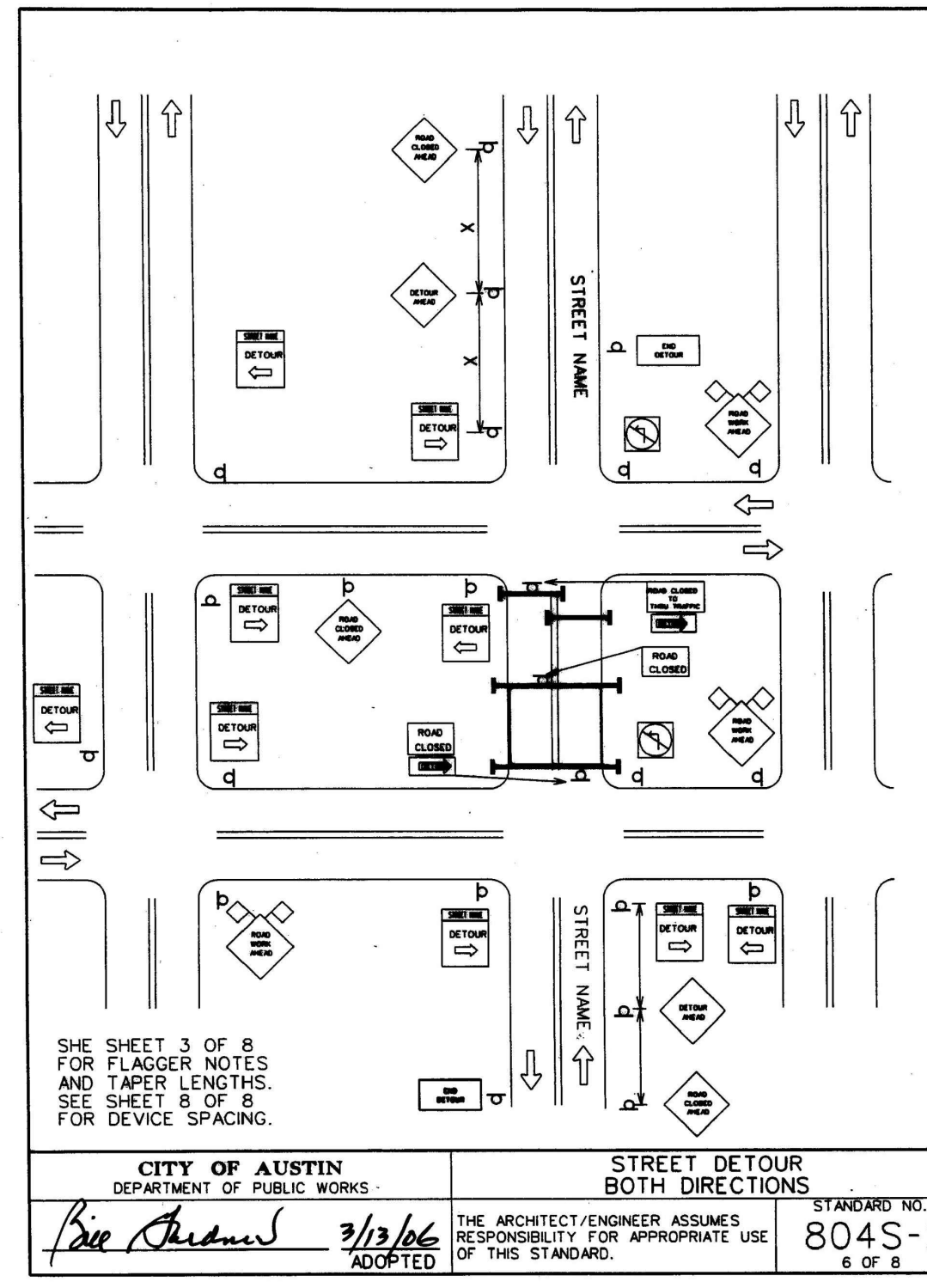
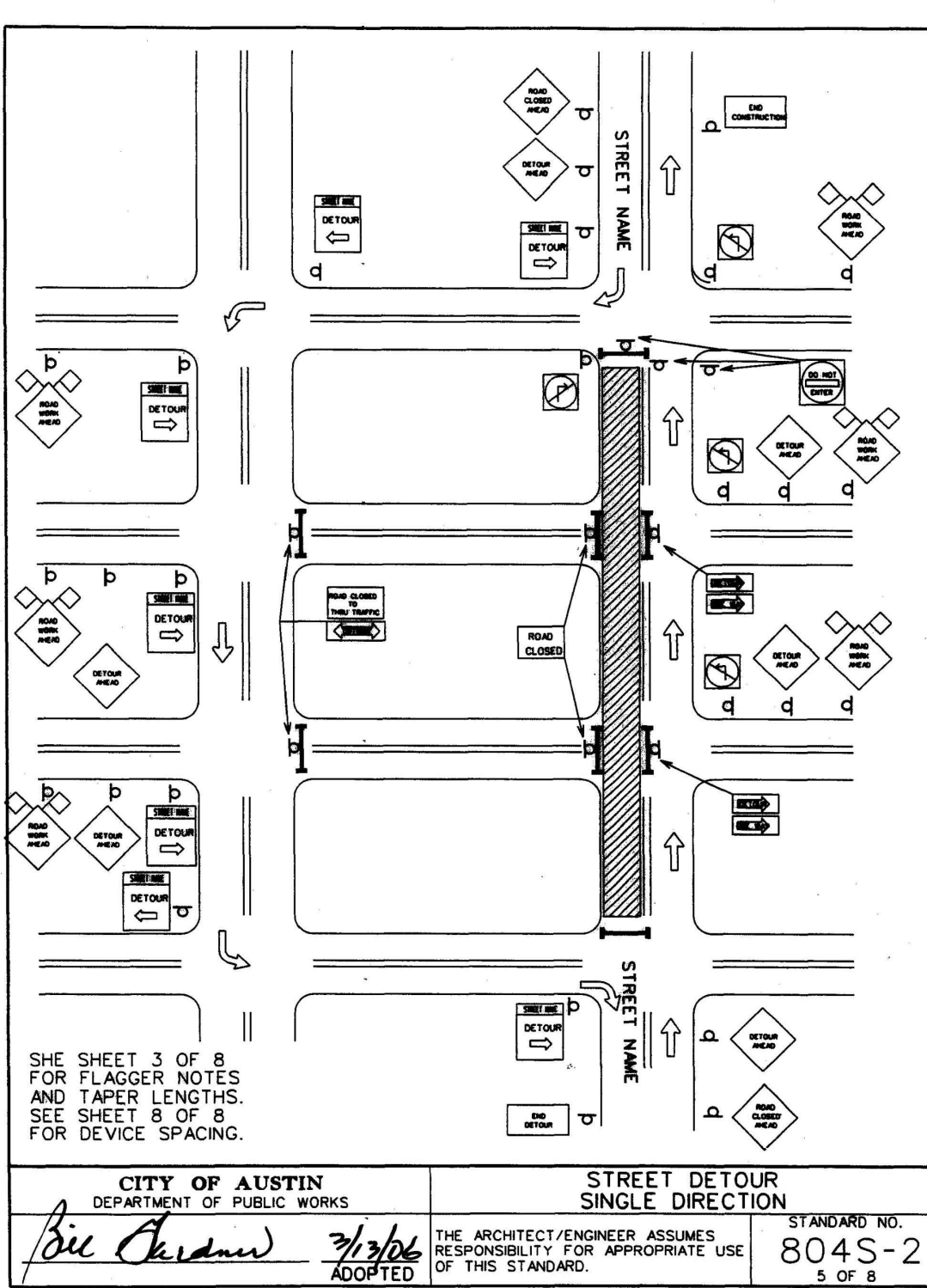
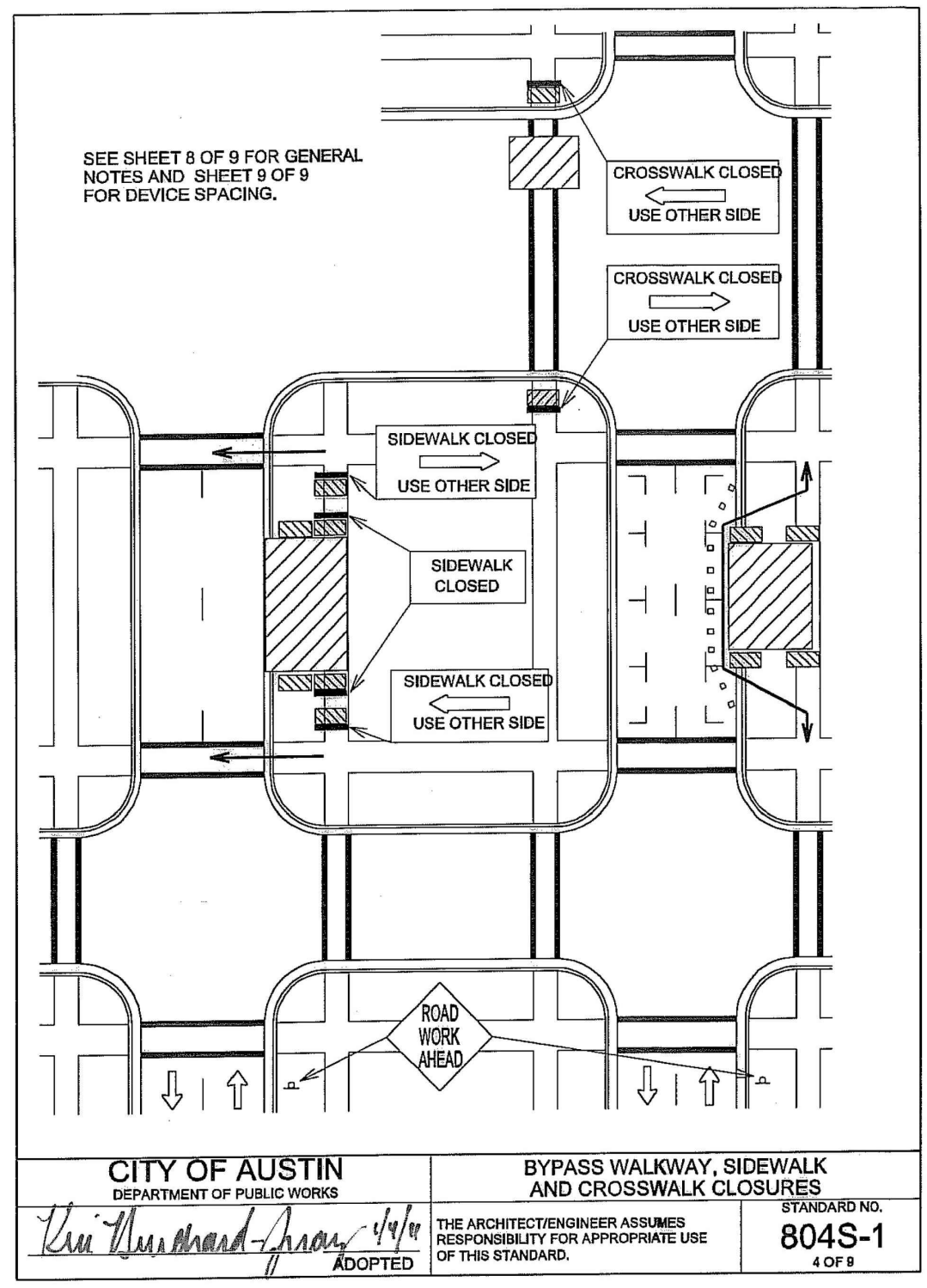
**LEGEND**

- Channelizing devices
- Trailer mounted flashing arrow board
- Flagger

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DEPARTMENT OF PUBLIC WORKS  
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**DEVICE SPACING**  
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.

STANDARD NO. **804S-1**  
8 OF 8



**CHANNELIZING DEVICES**

- ALL CHANNELIZING DEVICES SHALL HAVE WARNING LIGHTS OR LARGE REFLECTORS WHEN USED AT NIGHT. FLASHING WARNING LIGHTS MAY BE PLACED ON CHANNELIZING DEVICES USED SINGULARLY OR IN GROUPS TO MARK A SPOT CONDITION. CHANNELIZING DEVICES IN TAPERS AT NIGHT SHALL HAVE TYPE C WARNING LIGHTS.
- THE RETROREFLECTIVE MATERIAL USED ON CHANNELIZING DEVICES SHALL HAVE A SMOOTH, SEALED OUTER SURFACE.
- THE NAME AND TELEPHONE NUMBER OF THE AGENCY, CONTRACTOR OR SUPPLIER SHALL BE SHOWN ON THE NON-RETROREFLECTIVE SURFACE OF ALL CHANNELIZING DEVICES. THE LETTERS AND NUMBERS SHALL BE A NON-RETROREFLECTIVE COLOR AND NOT OVER 50 mm (2") IN HEIGHT.
- PARTICULAR ATTENTION SHOULD BE GIVEN TO ASSURE THAT CHANNELIZING DEVICES ARE MAINTAINED AND KEPT CLEAN, VISIBLE AND PROPERLY POSITIONED AT ALL TIMES. DEVICES SHALL BE REPLACED THAT ARE DAMAGED AND HAVE LOST A SIGNIFICANT AMOUNT OF THEIR RETROREFLECTIVITY AND EFFECTIVENESS.

**CONES**  
CONES SHALL BE PREDOMINANTLY BE ORANGE, FLUORESCENT RED-ORANGE, OR FLUORESCENT YELLOW-ORANGE IN COLOR, NOT LESS THAN 70 mm (2 7/8") IN HEIGHT, AND SHALL BE MADE OF A MATERIAL THAT CAN BE STRUCK WITHOUT DAMAGING VEHICLES ON IMPACT. FOR NIGHT TIME USE, CONES SHALL BE RETROREFLECTIVE OR EQUIPPED WITH LIGHTING DEVICES FOR MAXIMUM VISIBILITY. RETROREFLECTION OF CONES SHALL BE PROVIDED BY A WHITE BOND 150 mm (6") WIDE, NO MORE THAN 75 TO 100 mm (3 TO 4") FROM THE TOP OF THE CONE, AND AN ADDITIONAL 100 mm (4") WHITE BAND A MINIMUM OF 50 mm (2") BELOW THE 150 mm (6") BAND. TRAFFIC CONES ARE NORMALLY USED FOR SHORT-TERM STATIONARY AND SHORT DURATION WORK. HOWEVER, CONES MAY BE USED FOR INTERMEDIATE-TERM STATIONARY WORK AT NIGHT, IF THE SITE IS CONTINUOUSLY MANNED.

**TUBULAR MARKERS**  
TUBULAR MARKERS SHALL BE PREDOMINANTLY BE ORANGE IN COLOR, NOT LESS THAN 700 mm (28") IN HEIGHT, A MINIMUM 50 mm (2") WIDE WHEN FACING TRAFFIC AND MADE OF A MATERIAL THAT CAN BE STRUCK WITHOUT DAMAGING VEHICLES. FOR NIGHT TIME USE, TUBULAR MARKERS SHALL BE RETROREFLECTIVE PROVIDED BY TWO (2) 75 mm (3") WIDE WHITE BANDS PLACED A MAXIMUM OF 50 mm (2") FROM THE TOP, WITH A MAXIMUM OF 150 mm (6") BETWEEN BANDS. TUBULAR MARKERS ARE NORMALLY USED FOR SHORT-TERM STATIONARY AND SHORT DURATION WORK. HOWEVER, TUBULAR MARKERS MAY BE USED FOR INTERMEDIATE-TERM STATIONARY WORK AT NIGHT, IF THE SITE IS CONTINUOUSLY MANNED.

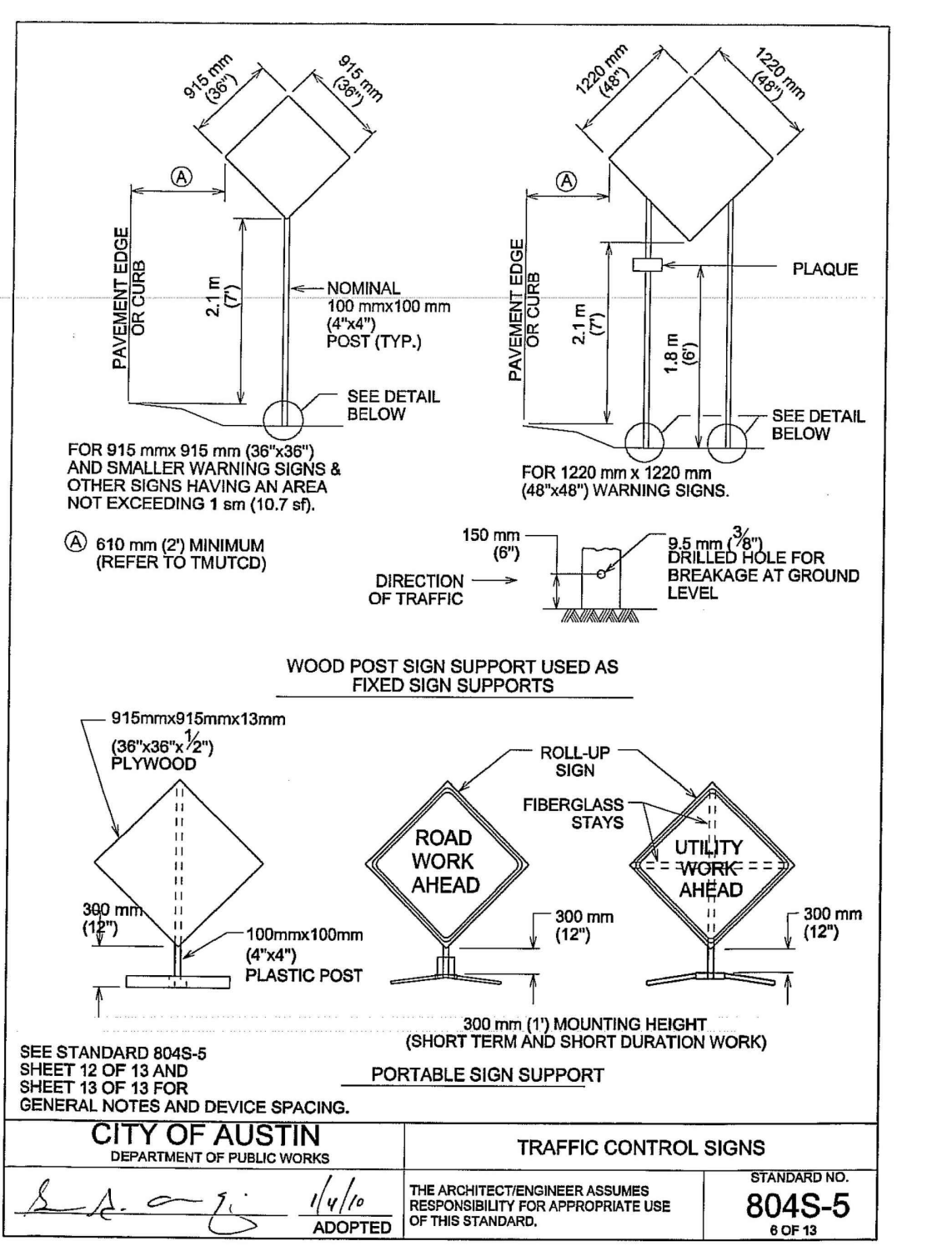
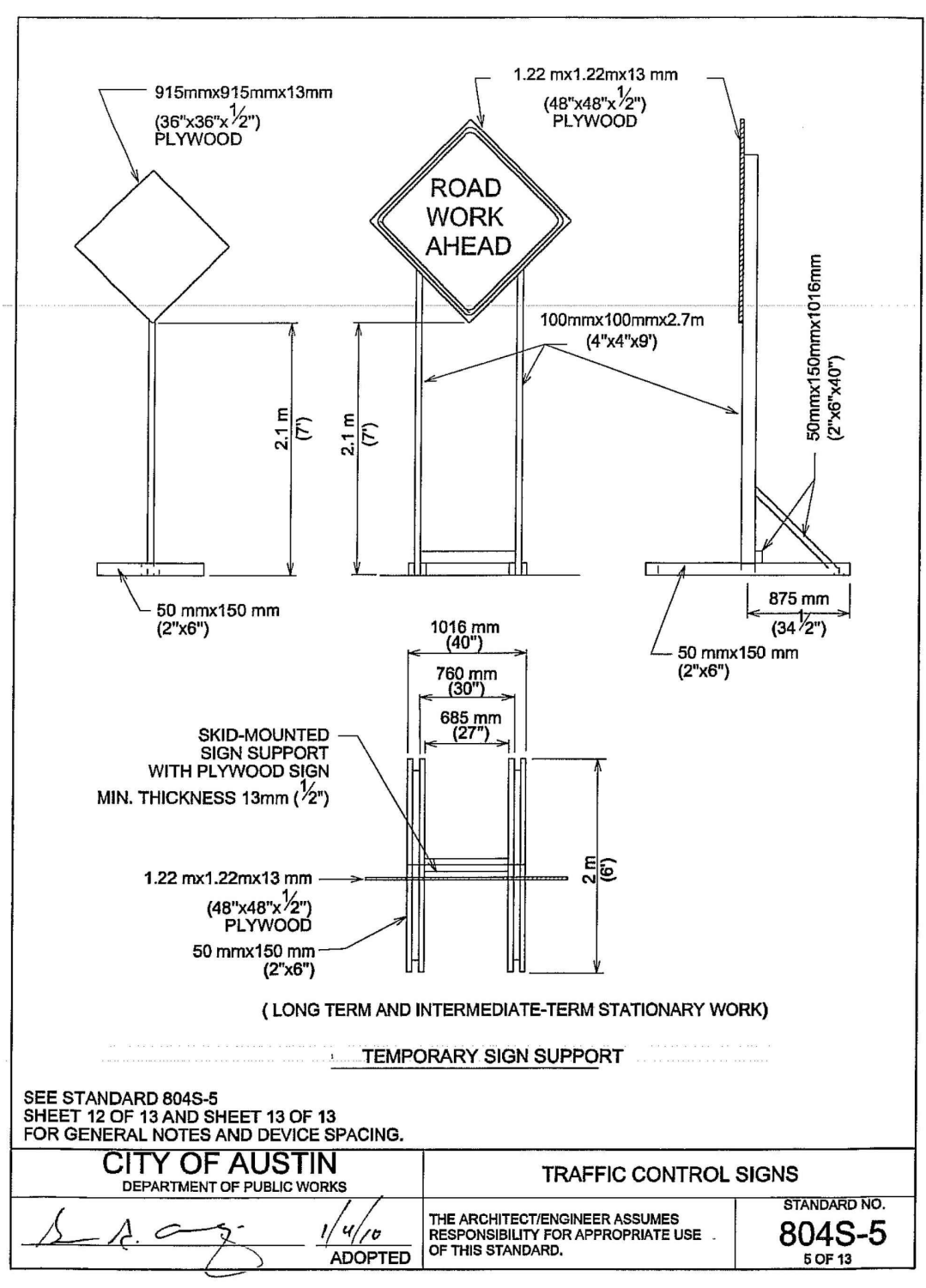
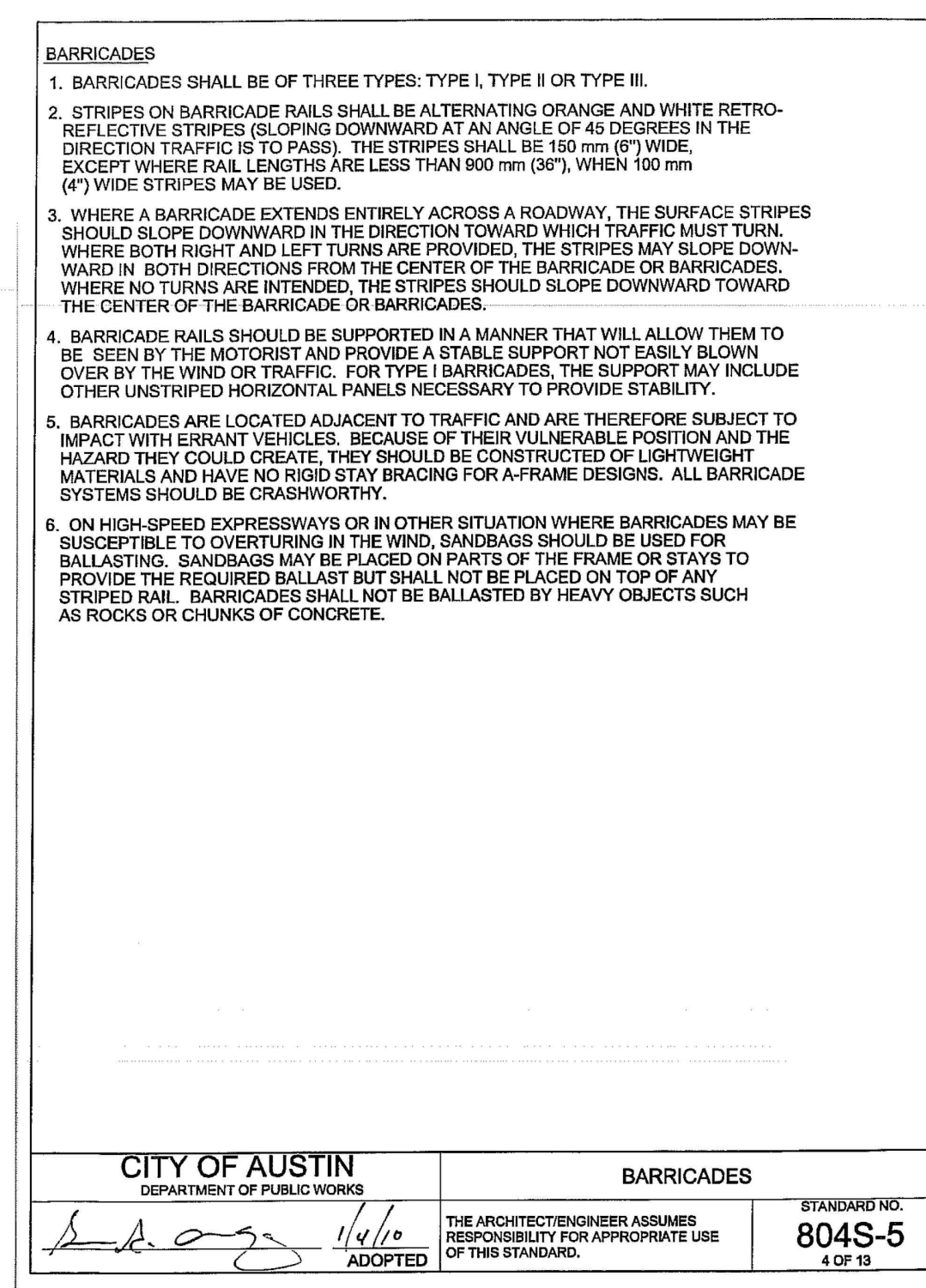
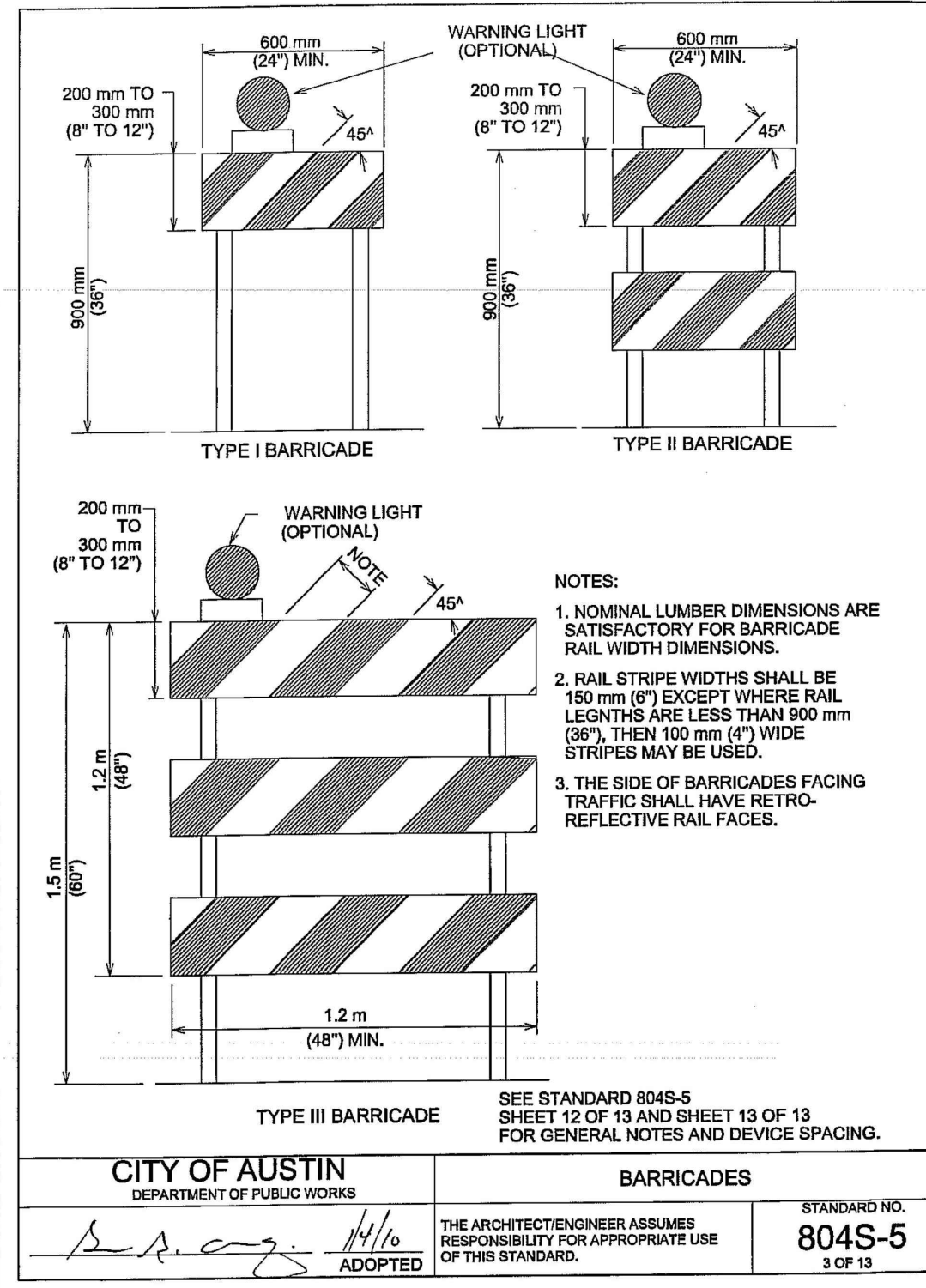
**VERTICAL PANELS**  
VERTICAL PANELS SHALL BE 200 TO 300 mm (8 TO 12") WIDE AND AT LEAST 600 mm (24") IN HEIGHT. THEY SHALL HAVE ORANGE AND WHITE STRIPES, AND BE RETROREFLECTIVE. PANEL STRIPE WIDTHS SHALL BE 150 mm (6") EXCEPT WHERE PANEL HEIGHTS ARE LESS THAN 900 mm (36"), WHEN 100 mm (4") STRIPES MAY BE USED. IF USED FOR TWO-WAY TRAFFIC, BACK-TO-BACK PANELS SHALL BE USED.

**DRUMS**  
1. DRUMS USED FOR TRAFFIC WARNING OR CHANNELIZATION SHALL BE CONSTRUCTED OF LIGHT-WEIGHT FLEXIBLE AND DEFORMABLE MATERIALS AND BE A MINIMUM OF 900 mm (36") IN HEIGHT, AND HAVE AT LEAST 450 mm (18") MINIMUM WIDTH, REGARDLESS OF ORIENTATION. STEEL DRUMS SHALL NOT BE USED. THE MARKINGS ON DRUMS SHALL BE HORIZONTAL, CIRCUMFERENTIAL, ALTERNATING ORANGE AND WHITE RETROREFLECTIVE STRIPES 100 TO 200 mm (4 TO 8") WIDE. EACH DRUM SHALL HAVE A MINIMUM OF TWO (2) ORANGE AND TWO (2) WHITE STRIPES. ANY NON-RETROREFLECTIVE SPACES BETWEEN THE HORIZONTAL ORANGE AND WHITE STRIPES, SHALL NOT EXCEED 50 mm (2") WIDE. DRUMS SHALL HAVE CLOSED TOPS THAT WILL NOT ALLOW COLLECTION OF ROADWORK OR DEBRIS.  
2. DRUMS SHOULD NOT BE WEIGHED WITH SAND, WATER OR ANY MATERIAL TO AN EXTENT THAT WOULD MAKE THE HAZARDOUS TO MOTORISTS, PEDESTRIANS OR WORKERS. WHEN THEY ARE USED IN REGIONS SUSCEPTIBLE TO FREEZING, THEY SHOULD HAVE DRAINAGE HOLES IN THE BOTTOM SO WATER WILL NOT ACCUMULATE AND FREEZE, CAUSING A HAZARD IF STRUCK BY A MOTORIST. BALLAST SHALL NOT BE PLACED ON TOP OF THE DRUM.

**CITY OF AUSTIN**  
DEPARTMENT OF PUBLIC WORKS  
ADOPTED *1/1/10*

**CHANNELIZING DEVICES**  
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.

STANDARD NO. **804S-5**  
2 OF 13



**CITY OF AUSTIN**  
DEPARTMENT OF PUBLIC WORKS  
ADOPTED *1/1/10*

**CHANNELIZING DEVICES**  
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.

STANDARD NO. **804S-5**  
2 OF 13

**CITY OF AUSTIN**  
DEPARTMENT OF PUBLIC WORKS  
ADOPTED *1/1/10*

**BARRICADES**  
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.

STANDARD NO. **804S-5**  
3 OF 13

**CITY OF AUSTIN**  
DEPARTMENT OF PUBLIC WORKS  
ADOPTED *1/1/10*

**BARRICADES**  
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.

STANDARD NO. **804S-5**  
4 OF 13

**CITY OF AUSTIN**  
DEPARTMENT OF PUBLIC WORKS  
ADOPTED *1/1/10*

**TRAFFIC CONTROL SIGNS**  
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.

STANDARD NO. **804S-5**  
5 OF 13

**CITY OF AUSTIN**  
DEPARTMENT OF PUBLIC WORKS  
ADOPTED *1/1/10*

**TRAFFIC CONTROL SIGNS**  
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.

STANDARD NO. **804S-5**  
6 OF 13

NO.	DATE	DESCRIPTION	BY

The bar above measures one inch on the original drawing. Adjust scales accordingly.

**TEMPORARY TRAFFIC CONTROL PLAN**  
**DETAILS (1 OF 2)**

**BASTROP MEDIUM-LENGTH SPECIAL EVENT/PARADE ROUTE**  
**CITY OF BASTROP, TX**

PLOTTED: 05/02/2023  
JOB NO: 345-05B

TC-04  
5 OF 6

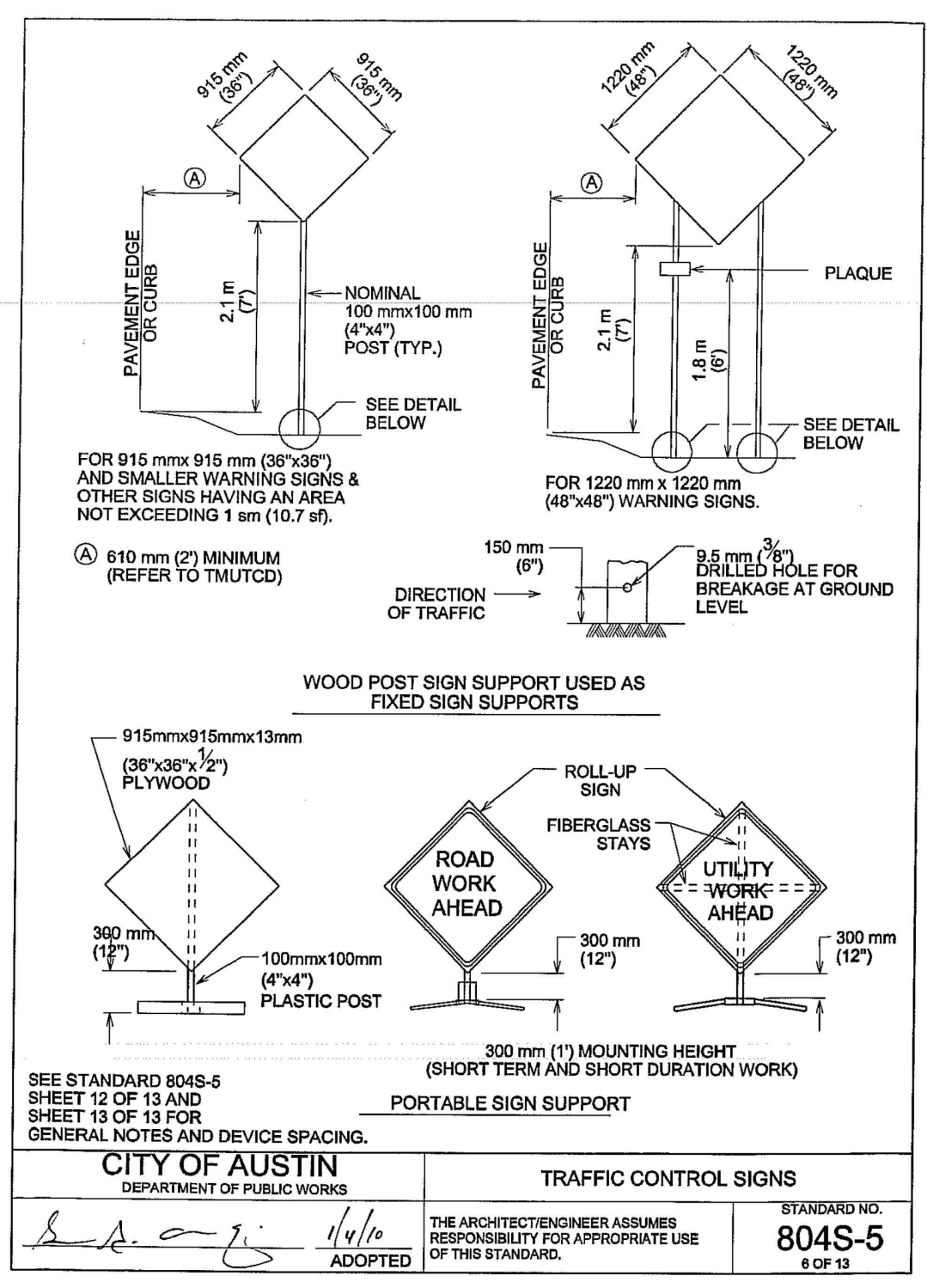
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TBPLS FIRM REGISTRATION NO.: 10065600

05/08/2023  
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F-1416





1. WARNING SIGNS SHALL BE ORANGE, FLUORESCENT RED-ORANGE OR FLUORESCENT YELLOW-ORANGE IN COLOR. THE FLUORESCENT VERSIONS OF ORANGE PROVIDE HIGHER CONSPICUITY THAN STANDARD ORANGE, ESPECIALLY DURING TWILIGHT. ALL SIGNS USED AT NIGHT SHALL BE EITHER RETROREFLECTIVE WITH A MATERIAL THAT HAS A SMOOTH, SEALED OUTER SURFACE, OR ILLUMINATED TO SHOW SIMILAR SHAPE AND COLOR BOTH DAY AND NIGHT. SIGN ILLUMINATION MAY BE EITHER INTERNAL OR EXTERNAL. ROADWAY LIGHTING DOES NOT MEET THE REQUIREMENTS FOR SIGN ILLUMINATION.
2. TYPE A FLASHING WARNING LIGHTS MAY BE USED IN CONJUNCTION WITH SIGNS AT NIGHT. STANDARD ORANGE FLAGS MAY BE USED FOR DAY TIME OPERATIONS. HOWEVER, NEITHER LIGHTS NOR FLAGS MAY OBSCURE THE SIGN LEGEND.
3. SIGNS SHOULD BE LOCATED ON THE RIGHT-HAND SIDE OF THE ROADWAY. WHEN SPECIAL EMPHASIS IS NEEDED, SIGNS MAY BE PLACED ON BOTH THE LEFT AND RIGHT SIDES OF ROADWAY. SIGNS SHALL BE PLACED ON BOTH THE LEFT AND RIGHT SIDES OF ONE-WAY OR DIVIDED ROADWAYS. SIGNS USED FOR LONG-TERM STATIONARY AND INTERMEDIATE-TERM STATIONARY WORK SHALL BE MOUNTED AT A HEIGHT OF AT LEAST 2.1 m (7') MEASURED FROM THE BOTTOM OF THE SIGN. THE HEIGHT TO THE BOTTOM OF A SECONDARY SIGN MOUNTED BELOW ANOTHER SIGN MAY BE 0.3 m (1') LESS THAN THE APPROPRIATE HEIGHT ABOVE.
4. SIGNS MAY BE MOUNTED ON PORTABLE SUPPORTS FOR SHORT-TERM, SHORT DURATION, MOBILE CONDITIONS AND EMERGENCIES. SIGNS MOUNTED ON PORTABLE SUPPORTS SHALL BE AT A HEIGHT OF AT LEAST 0.3 m (1') MEASURED FROM THE BOTTOM OF THE SIGN.
5. ALL SIGN SYSTEMS SHOULD BE CRASHWORTHY. NO SIGN MOUNTS SHALL BLOCK OR IMPEDE SIDEWALKS UNLESS NO OTHER OPTION IS AVAILABLE. ONLY SANDBAGS SHOULD BE USED FOR BALLASTING SIGN MOUNTS.

TABLE VI-3 TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING

Roadway Class	Posted Speed	Sign Spacing	Long-term Stationary Signs		Short-term Stationary Signs		Other Warning Signs
			Standard	Minimum	Standard	Minimum	
Convex	KPH (MPH)	meter (feet)	mm (inches)	mm (inches)	mm (inches)	mm (inches)	mm (inches)
	50 (30)	40 (130)	1220 (48)	915 (36)	915 (36)		915 (36)
	50 (30)	40 (130)			915 (36)		915 (36)
	65 (40)	75 (245)					
	70 (43)	100 (328)					
	80 (50)	140 (458)					
	100 (60)	200 (656)			1220 (48)		1220 (48)
	108 (65)	210 (689)					
	115 (70)	240 (787)					
Exp. or Pav.	**	**	**	**	**	**	**

\* MINIMUM DISTANCE FROM WORK TO 1st ADVANCE WARNING SIGN AND/OR DISTANCE BETWEEN EACH ADDITIONAL SIGN.  
 \*\* FOR TYPICAL SIGN SPACINGS ON EXPRESSWAYS AND FREEWAYS, REFER TO THE CURRENT ADDITION OF TML/CD.  
 \*\*\* SMALLER SIGN SIZES MAY BE USED WHERE SIGN DESIGNS HAVE NOT BEEN INCLUDED IN THE "STANDARD HIGHWAY SIGN DESIGN MANUAL."

1. SPECIAL OR LARGER SIZE SIGNS MAY BE USED AS NECESSARY.
2. DISTANCE BETWEEN SIGNS SHOULD BE INCREASED AS REQUIRED TO HAVE 450 m (1500') OR MORE ADVANCE WARNING.
3. DISTANCE BETWEEN SIGNS SHOULD BE INCREASED AS REQUIRED TO HAVE A 0.8 km (1/2 MILE) OR MORE ADVANCE WARNING.
4. FOR USE ONLY ON SECONDARY ROADS OR CITY STREETS WHERE SPEEDS ARE LOW.

**CITY OF AUSTIN**  
 DEPARTMENT OF PUBLIC WORKS

**TRAFFIC CONTROL SIGNS**

STANDARD NO. **804S-5**  
 9 OF 13

THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.

ADOPTED 1/4/10

**CITY OF AUSTIN**  
 DEPARTMENT OF PUBLIC WORKS

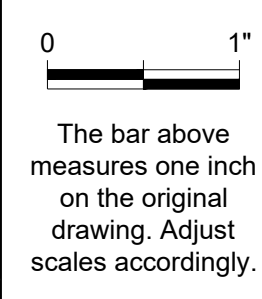
**TRAFFIC CONTROL SIGNS**

STANDARD NO. **804S-5**  
 9 OF 13

THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.

ADOPTED 1/4/10

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**TEMPORARY TRAFFIC CONTROL PLAN  
 DETAILS (2 OF 2)**

**BASTROP MEDIUM-LENGTH SPECIAL EVENT/PARADE ROUTE  
 CITY OF BASTROP, TX**

PLOTTED: 05/02/2023  
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**TC-05**  
**6 OF 6**

05/08/2023  
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**mwm Design Group**

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# STAFF REPORT

**MEETING DATE:** May 23, 2023

**TITLE:**

Consider action to approve Resolution No. R-2023-84 of the City Council of the City of Bastrop, Texas authorizing a Task Order # 6 to the existing contract for land acquisition services for the Transfer Lift Station and Force Main (TLS & FM) project, with Seven Arrows Land Staff to a not to exceed amount of One Hundred and Fifty Thousand Dollars (\$150,000); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**AGENDA ITEM SUBMITTED BY:**

Fabiola de Carvalho, AMP MIAM, Director of Engineering and Capital Project Management

**BACKGROUND/HISTORY:**

The TLS & FM project is currently in design and proposes to divert the influent from the WWTP #1&2 to the new WWTP#3. Once the new WWTP#3 is online, the WWTP#1&2 can subsequently be planned to be decommissioned.

During the 60% design of the TLS & FM project a previously established main route (east of the Colorado River) for the force main, the Engineer encountered various issues to include, but not limited to: environmental concerns, multiple property owner disputes and a family cemetery that required relocation of its graves, which made this route not feasible for design and/or construction in addition to becoming more costly than anticipated. Due to these issues and the need to expedite redirecting the influent from the WWTP #1&2, City asked the Engineer to study the possibility of using an alternative route for the force main. At the time, the eastern route seemed more appropriate because the land acquisition for the large gravity main that would serve the west side of the river had not been acquired.

The Engineer proposed an alternative route, west of the Colorado River, to replace the eastern route.

This task order includes land acquisition services identified by the Engineer as needed for the new proposed western route to complete the TLS & FM project.

The land acquisition services will be performed by Seven Arrows.

**FISCAL IMPACT:**

The funding for this project will be coming from CO Series 2021.

**RECOMMENDATION:**

Consider action to approve Resolution No. R-2023-84 of the City Council of the City of Bastrop, Texas authorizing a Task Order # 6 to the existing contract for land acquisition services for the Transfer Lift Station and Force Main (TLS & FM) project, with Seven Arrows Land Staff to a not to exceed amount of One Hundred and Fifty Thousand Dollars (\$150,000); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**ATTACHMENTS:**

- Exhibit A: Resolution No. 2023-84





**RESOLUTION NO. R-2023-84**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AUTHORIZING TASK ORDER # 6 TO THE EXISTING CONTRACT FOR LAND ACQUISITION SERVICES TO SEVEN ARROWS LAND STAFF FOR THE TRANSFER LIFT STATION AND FORCE MAIN PROJECT TO A NOT TO EXCEED AMOUNT OF ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS,** The City of Bastrop City Council understands the value in managing growth for current and future generations; and

**WHEREAS,** The projected growth of the City of Bastrop will soon result in wastewater flow rates that will exceed the capacity of the City's current wastewater collection system and treatment facilities; and

**WHEREAS,** The City Council has the vision to improve Bastrop's Community Safety and Economic Vitality, and Manage Growth by building the new Wastewater Treatment Plant #3 and its ancillary projects to support growth; and

**WHEREAS,** engaging Seven Arrows to provide land acquisition services for the Transfer Lift Station and Force Main project meets the intent needed to complete the project.

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

**Section 1:** That the City Manager is hereby authorized to execute Task Order # 6 for land acquisition services to Seven Arrows Land Staff for the Transfer Lift Station and Force Main project to a not to exceed amount of One hundred and fifty thousand dollars (\$150,000).

**Section 2:** That this Resolution shall take effect immediately upon its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 23<sup>rd</sup> day of May 2023.

**APPROVED:**

---

Connie B. Schroeder, Mayor

**ATTEST:**

---

Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

---

Alan Bojorquez, City Attorney



## Schedule A Scope of Work

**GENERAL:** The City of Bastrop (City) 18 Inch Force Main (the Project) will include real estate acquisition services. 7Arrows Land Staff, LLC (7Arrows) shall provide a variety of services to support City in execution of the project including Easement and Property acquisition services. 7Arrow's services may also include, as directed by City, assistance with open houses or similar meetings with the public, presentations to all approval authorities, and other real estate and property work that may be needed from time to time to support the timely execution of the project.

**BASIC SERVICES:** 7Arrows shall render the following professional services in connection with the development of the Project:

### A. Right of Way/Property Acquisition Services

#### 1. Document Services

- a) Confirm ownership and easement information.
- b) Prepare files, all documents, correspondence with owners, agent logs, working files for each parcel.

#### 2. Title/Curative Services

- a) Review preliminary title commitment (Schedules A, B & C) or preliminary title search information for all properties.
- b) Secure title commitments and updates in accordance with insurance rules and requirements for parcel payment submissions for properties which will be acquired in fee simple and for ROW easements
- c) Secure title insurance for all parcels, insuring acceptable title. Cure all exceptions on Schedule C, when applicable. Written approval by the City of Bastrop will be required for any exceptions to coverage.

#### 3. Negotiation Services

- a) Analyze appraisal reports and confirm approved value prior to making offer for each parcel.
- b) Analyze preliminary title report to determine potential title problems and propose methods to cure title deficiencies.
- c) Prepare the initial offer letter and any other documents required or requested by the City of Bastrop in an acceptable form.
- d) Contact each property owner or owner's designated representative and present the written offer in person where practical. When owners do not wish to have offers delivered in person, they will be mailed via certified mail with return receipt for documentation of delivery/receipt. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

- e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer.
- f) Respond to property owner inquiries verbally and/or in writing within two business days.
- g) Prepare a separate negotiator contact report for each parcel file for each contact.
- h) Maintain parcel files of original documentation related to the purchase of the real property or property interests/acquisition of the Easement for Right of Way.
- i) Present counteroffers in a form as directed by the City. Transmit any written counteroffer from property owners including supporting documentation, and Agent's recommendation with regard to the counteroffer.
- j) Prepare final offer letter as necessary.

#### 4. Acquisition/Closing Services:

- a) Prepare check request, review closing documents facilitate execution of all necessary documents. Attend closings and provide closing services in conjunction with Title Company for all tracts.
- b) Transport any documents to City and landowner for signatures.
- c) Record or cause to be recorded all original instruments immediately after closing at the respective County Clerk's Office.
- d) Review Title Policy and give to City for permanent storage.

#### 5. Project/Document Administration

- a) Maintain current status reports of all parcel and project activities and provide monthly or as requested to the City.
- b) Participate in project review meetings as requested.
- c) Provide copies of all incoming and outgoing correspondence as generated if requested.
- d) Maintain copies of all correspondence and contacts with property owners.
- e) Update database with current status information and documentation.

#### 6. Appraisal and Appraisal Coordination/Review

- a) 7Arrows will coordinate the appraisal order and review the appraisal for content accuracy.
- b) Secure written permission from owner to enter the property from which land is to be acquired. Maintain permission letters with appraisal reports.
- c) Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel.
- d) Contact property owners or their designated representative to offer opportunity to accompany the



appraiser on the appraiser’s inspection of subject property. Maintain record of contact in file.

- e) Finalize complete appraisal report for each parcel. These reports shall conform to the City of Bastrop’s policies and procedures along with the Uniform Standards of Professional Appraisal Practice.
- f) As necessary, prepare written notification to the City of Bastrop of any environmental concerns within the needed right of way to be acquired which could require remediation.
- g) All completed appraisals will be administratively reviewed and approved by the City of Bastrop.
- h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the City of Bastrop.

7. Condemnation Support

- a) Upon receipt of a copy of the final offer, research and produce an updated “Condemnation Limited Title Report” (search parameters set by City and/or outside legal counsel).
- b) Prepare a condemnation package as directed by the City and deliver the package to the City’s designee or legal counsel.
- c) Upon notification from the City request the update of appraisal.

**7Arrows Land Staff, LLC**

**CITY OF BASTROP**

By: Nicole Costanza

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

Printed Name: Nicole Costanza

Printed Name: Sylvia Carrillo, ICMA-CM, CPM

Title: Managing Partner

Title: City Manager

Date: 5/18/23

Date: \_\_\_\_\_



**Task Order 6  
City of Bastrop  
18" Force Main**

**Easement/Temporary Easement Acquisition Services:**

Title/Curative Services:	\$1,500.00 per parcel
Appraisal Coordination and Review:	\$500.00 per parcel
Document Services:	\$1,00.00 per parcel
Negotiation Services:	\$3,000.00 per parcel
Acquisition/Closing Services:	\$3,000.00 per parcel
10 parcels – Easement Acquisition:	\$90,000.00
Appraisals – 10 @ \$4,000.00*	\$40,000.00
Project Management: \$200.00 x 100 hours**	\$20,000.00
<b>TOTAL Acquisition Fees:</b>	<b>\$150,000.00</b>

Submitted by: Nicole Costanza  
Nicole Costanza, Managing Partner

Partner Hourly Rate:	\$200.00
Agent Rate:	\$100.00
Appraiser Condemnation Support Hourly Rate:	\$325.00

Mileage, copies and/or postage included  
Invoices to be submitted by the 3<sup>rd</sup> of each month and are due 30 days from receipt.

\*Charge not to exceed 5% of sub-consultant fee.  
\*\*Hourly rates to be charged for staff update meetings, Public Information meetings, City Council meetings, route development visits, project design meetings, appraisal coordination, relocation coordination, and condemnation support shall be billed at an hourly basis.

*This is a not to exceed contract and the City of Bastrop will only be charged for work performed.*

*This contract does not contemplate eminent domain support by the appraisal firm and/or any legal fees.*



# STAFF REPORT

**MEETING DATE:** May 23, 2023

**TITLE:**

Consider action to approve Resolution No. R-2023-79 of the City Council of the City of Bastrop, Texas, approving an amendment to a dissolution agreement between the City of Bastrop, a Home Rule City, and Continental Homes of Texas, L.P. a Texas Limited Partnership, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**AGENDA ITEM SUBMITTED BY:**

Trey Job, Assistant City Manager of Community Development

**BACKGROUND/HISTORY:**

January 28, 2021, City Council approved the developer's request to create a Public Improvement District for the Viridian Development also known as Val Verde; a proposed 399.9-acre development with a mix of land uses and development types that is located within the City's Statutory Extraterritorial Jurisdiction. This 1600 home subdivision will be known as Val Verde and the public improvements associated with the development will be funded by the approved public improvement district. The developer wishes to fund the improvements upfront and seek reimbursement at a later date through the adoption of a service and assessment plan. The original was set to expire in September of 2023 if a service and assessment plan was not approved by aforementioned date. The amendment will extend the public improvement district until September 30, 2027.

**RECOMMENDATION:**

Assistant City Manager Job recommends approval of Resolution No. R-2023-79 of the City Council of the City of Bastrop, Texas, approving an amendment to the Dissolution Agreement between the City of Bastrop, a Home Rule City, and Continental Homes of Texas, L.P. a Texas Limited Partnership.

**ATTACHMENTS:**

- Resolution R-2023-79  
Exhibit A – First Amendment to Dissolution Agreement





**RESOLUTION NO. R-2023-79**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING AN AMENDMENT TO A DISSOLUTION AGREEMENT BETWEEN THE CITY OF BASTROP, A HOME RULE CITY AND CONTINENTAL HOMES OF TEXAS, LP., A TEXAS LIMITED LIABILITY COMPANY, FOR; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, City and Owner previously entered into that certain Agreement Regarding the Dissolution of the NEU Community Bastrop Public Improvement District (A/k/a Viridian Public Improvement District) dated effective March 9, 2021, for that certain Project (as defined therein) located in the extraterritorial jurisdiction of the City of Bastrop, Bastrop County, Texas, as more particularly described in the Agreement.

**WHEREAS**, Owner is the owner of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for the proposed assessments within the District (defined in the Agreement) and/or the record owner of real property liable for the proposed assessments within the District who (A) constitutes more than 50 percent of all record owners of property that is liable for the proposed assessments within the District or (B) owns taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for the proposed assessments within the District;

**WHEREAS**, The Parties agree that this Amendment, collectively with the Agreement, constitutes the Owner's petition to dissolve the District under Section 372.011, Texas Local Government Code;

**WHEREAS**, City and Owner desire to modify and amend the Agreement in certain respects, as more particularly set forth in this Amendment.

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

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

**Section 1:** That the City Manager will execute an amendment to the March 9, 2021, Dissolution Agreement between the City of Bastrop a Home Rule City and Continental Homes of Texas, L.P. a Texas. limited liability company.

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

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 23<sup>rd</sup> day of May, 2023.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## FIRST AMENDMENT TO DISSOLUTION AGREEMENT

THIS FIRST AMENDMENT TO DISSOLUTION AGREEMENT (this “**Amendment**”) is dated effective \_\_\_\_\_, 202\_\_ (the “**Amendment Effective Date**”) and is entered into between the **CITY OF BASTROP**, a Texas home-rule municipal corporation (the “**City**”) and **CONTINENTAL HOMES OF TEXAS, L.P.**, a Texas limited partnership, and its successors and assigns (collectively, the “**Owner**”). The City and the Owner are sometimes referred to herein as the “**Parties**.”

### RECITALS:

A. City and Owner previously entered into that certain Agreement Regarding the Dissolution of the NEU Community Bastrop Public Improvement District (n/k/a Viridian Public Improvement District) dated effective March 9, 2021, for that certain Project (as defined therein) located in the extraterritorial jurisdiction of the City of Bastrop, Bastrop County, Texas, as more particularly described in the Agreement.

B. Owner is the owner of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for the proposed assessments within the District (defined in the Agreement) and/or the record owner of real property liable for the proposed assessments within the District who (A) constitutes more than 50 percent of all record owners of property that is liable for the proposed assessments within the District or (B) owns taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for the proposed assessments within the District;

C. The Parties agree that this Amendment, collectively with the Agreement, constitutes the Owner’s petition to dissolve the District under Section 372.011, Texas Local Government Code;

D. City and Owner desire to modify and amend the Agreement in certain respects, as more particularly set forth in this Amendment.

### AGREEMENT:

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Owner hereby agree as follows:

- 1) Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this Amendment to the same extent as if set forth herein in full.
- 2) Capitalized Terms. All capitalized terms in this Amendment shall have the same meaning as in the Agreement unless expressly provided otherwise herein.
- 3) Section 1. Section 1 of the Agreement is hereby deleted and replaced by the following:

1. The Owner agrees that this Agreement constitutes the Owner's petition to dissolve the District under Section 372.011, Texas Local Government Code, and the City is hereby authorized to dissolve the District, in the event that the first issuance of PID Bonds or a levy of special assessments does not occur by September 30, 2027 (the "Authorization") or upon the earlier written request of Owner. The Owner will not oppose the City's dissolution of the District undertaken in accordance with this Agreement, and will cooperate with the City to cause the District to be dissolved. The Authorization shall terminate and expire upon the earlier of (i) the levy of special assessments or (ii) the first issuance of the PID Bonds.

4) Ratification of Agreement/Conflict. All terms and conditions of the Agreement are hereby ratified and affirmed, as modified by this Amendment. To the extent there is any inconsistency between the Agreement and this Amendment, the provisions of this Amendment shall control.

5) No Waiver. Neither City's nor Owner's execution of this Amendment shall (a) constitute a waiver of any of its rights and remedies under the Agreement or at law with respect to the other party's obligations under the Agreement or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against the other party.

6) Governing Law. This Amendment shall be construed and enforced in accordance with the laws of the State of Texas.

7) Entire Agreement. The Parties hereto agree and understand that no oral agreements, or understandings, shall be binding, unless reduced to a writing which is signed by said Parties. The Parties hereto agree and understand that this Amendment shall be binding on them, their personal representatives, heirs, successors and assigns.

8) Counterparts. This Amendment may be executed in multiple counterparts, each of which will be deemed an original, and all of which will constitute one and the same agreement.

*[Signature pages follow]*

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

**CITY:**

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

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTEST:**

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

Ann Franklin, City Secretary

**OWNER:**

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

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



# STAFF REPORT

**MEETING DATE:** May 23, 2023

**TITLE:**

Consider action to approve Resolution No. R-2023-80 of the City Council of the City of Bastrop, Texas, approving a Reimbursement Agreement between the City of Bastrop, a Home Rule City, and Continental Homes of Texas, L.P. a Texas Limited Partnership, for 399.9+/- acres of land out of the Nancy Blakey Survey Abstract 98, to the west of FM 969, located within the City of Bastrop Extraterritorial Jurisdiction, as attached in Exhibit A, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**AGENDA ITEM SUBMITTED BY:**

Trey Job, Assistant City Manager of Community Development

**BACKGROUND/HISTORY:**

January 28, 2021, the City Council approved the developer's request to create a Public Improvement District for the Viridian Development; more commonly known as the Val Verde subdivision. The public improvement district has plans to develop a service and assessment plan based on the public improvements necessary for the development of a subdivision. Once PID Bonds are issued a service and assessment plan is required to pay the obligation associated with the public improvements. The (SAP) is approved by City Council. Until that time the developer is requesting the attached reimbursement agreement be approved so that when the bonds are issued they can be reimbursed for the funds that were previously expended.

**RECOMMENDATION:**

Assistant City Manager Job recommends approval of Resolution No. R-2023-80 of the City Council of the City of Bastrop, Texas, approving a Development Agreement between the City of Bastrop, a Home Rule City, and Continental Homes of Texas, L.P. a Texas Limited Partnership, for

**ATTACHMENTS:**

- Resolution R-2023-80
- Exhibit A - Viridian Development Agreement
- Attachment 1 - Location Map





**RESOLUTION NO. R-2023-80**

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

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

**WHEREAS**, Owner, or its successors, will develop the Property as a residential development with some high-density commercial projects that will include recreational facilities, parks and greenbelt areas, as provided in this Agreement, and in accordance with the Concept Plan and,

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

**WHEREAS**, The Parties desire to build the agreed components of the land use, water, wastewater, streets, parks, drainage, and other infrastructure required for the development of the Property pursuant to the Concept Plan and the Development Standards; and,

**WHEREAS**, Owner shall request reimbursement for the expense related to the development of the property until such time as a service and assessment plan can be approved by the Bastrop City Council that will pay the cost associated with the debt issuance for the public improvements for the Val Verde subdivision; and,

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

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

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

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

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

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 23<sup>rd</sup> day of May 2023.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**VALVERDE PUBLIC IMPROVEMENT DISTRICT  
REIMBURSEMENT AGREEMENT**

This Valverde Public Improvement District Reimbursement Agreement (this “**Reimbursement Agreement**”), related to the Valverde Public Improvement District, which was formerly known as the Viridan Public Improvement District, is executed between the City of Bastrop, Texas (“**City**”) and Continental Homes of Texas, L.P., a Texas limited partnership (the “**Developer**”) (each individually referred to as a “**Party**” and collectively as the “**Parties**”) effective as of \_\_\_\_\_, 2023.

**RECITALS**

**WHEREAS**, capitalized terms used herein shall have the meaning assigned to such term in Exhibit “A”, attached hereto, and capitalized terms not otherwise defined in this Reimbursement Agreement shall have the meanings given to them in the PID Financing Agreement; and

**WHEREAS**, on March 9, 2021, the City Council of the City (the “**City Council**”) authorized the formation of the Viridian Public Improvement District, which is hereby renamed the Valverde Public Improvement District and all agreements, documents or other items with the name Viridian Public Improvement District shall be understood to relate to the Valverde Public Improvement District, the “**District**” or “**PID**”) pursuant to Resolution No. R-2021-28 (the “**Creation Resolution**”) in accordance with Chapter 372, Texas Local Government Code (the “**PID Act**”), covering approximately 410 acres of land described in the Creation Resolution (the “**Property**”) which covers the Property, together with an approximately 10 acre tract of land located adjacent to the Property more particularly described in Exhibit “B” attached hereto (the “**10 acre Tract**”); and

**WHEREAS**, the purpose of the District is to finance certain public improvements authorized by the PID Act that promote the interests of the City and confer a special benefit on the assessed property located within the District; and

**WHEREAS**, pursuant to that certain Viridian Development Agreement entered into on July 13, 2021, by and between the City and the Developer, the Developer intends to develop the Property as a mixed-use development, consisting of residential, commercial, and civic uses, as well as parkland, open space, and other amenities (the “**Project**”); and

**WHEREAS**, on September 14, 2021, the City and the Developer entered into that certain Viridian Public Improvement District Financing and Reimbursement Agreement (the “**PID Financing Agreement**”), allowing for the financing of certain public improvements within the District; and

**WHEREAS**, the Developer desires and intends to design, construct and install and/or make financial contributions to certain on-site and off-site public improvements to serve the development of the Property, and pursuant to the terms of this Reimbursement Agreement, the City has agreed to accept and to pay or reimburse the Developer for a portion of certain public improvements that will serve the Property in the District, as generally described on Exhibit “C” attached hereto and made a part hereof (the “**Authorized Improvements**”); and

**WHEREAS**, the Developer anticipates developing the Project in phases, with the District being divided, for development planning purposes, into the “**Major Improvement Area**” (as more particularly described on Exhibit “D” attached hereto), “**Improvement Area #1**” (as more particularly described on Exhibit “E”), “**Improvement Area #2**”, “**Improvement Area #3**”, and “**Improvement Area #4**” (each an “**Improvement Area**” and collectively, the “**Improvement Areas**”), with the approximate boundaries of such Improvement Areas being reflected on Exhibit “F” attached hereto and made a part hereof; and

**WHEREAS**, although the 10-acre Tract was located within the District pursuant to the Creation Resolution, it is not intended that the 10-acre Tract will be developed by the Developer, nor will the 10-acre Tract be assessed, nor is it anticipated that the 10-acre Tract will benefit from any of the Authorized Improvements; and

**WHEREAS**, it is intended that the City Council shall pass and approve one or more assessment ordinances determining, among other things, the estimated costs of the Authorized Improvements that benefit the entire District (the “**Major Improvement Area Improvements**”, to be further defined in the Service and Assessment Plan (defined herein)), the estimated costs of the Authorized Improvements that benefit property located within Improvement Area #1 (the “**Improvement Area #1 Improvements**”, to be further defined in the Service and Assessment Plan), and levy assessments against certain property located within the Major Improvement Area (the “**Major Improvement Area Assessments**”) and levy assessments against certain property located within Improvement Area #1 (the “**Improvement Area #1 Assessments**” and collectively with the Major Improvement Area Assessments, the “**Assessments**”), each in accordance with the Assessment Roll (defined herein) attached to the Service and Assessment Plan or update or amendment thereto; and

**WHEREAS**, it is intended that the PID Bonds (defined herein) will be issued to finance a portion of the Actual Costs of, among other things: (i) the Major Improvement Area Improvements (the “**Major Improvement Area Improvements Cost**”), and (ii) the Improvement Area #1 Improvements (the “**Improvement Area #1 Improvements Cost**” and collectively with the Major Improvement Area Improvements Cost, the “**Improvements Cost**”); and

**WHEREAS**, it is anticipated that one or more series of PID Bonds will be issued pursuant to an Indenture of Trust (the “**Indenture**”) by and between the City and a legally qualified trustee selected by the City (the “**Bond Trustee**”); and

**WHEREAS**, it is anticipated that the City shall deposit the revenues received and collected by the City from the respective Assessments, including foreclosure sale proceeds, first into their respective segregated fund held by the City (each an “**Operating Account**”), and then further transferred pursuant to the respective Indenture when executed; and

**WHEREAS**, the Parties intend that all or a portion of the Improvements Cost shall be paid for with the applicable hereinafter-defined Major Improvement Area Reimbursement Obligation and Improvement Area #1 Reimbursement Obligation pursuant to the terms of this Reimbursement Agreement, and as further described in the PID Financing Agreement; and

**WHEREAS**, following the issuance of a series of PID Bonds, the Pledged Revenues (defined herein) will secure the PID Bonds, and then, on a subordinate basis, the applicable Major Improvement Area Reimbursement Obligation or Improvement Area #1 Reimbursement Obligation; and

NOW THEREFORE, FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Recitals. The recitals to this Reimbursement Agreement are true and correct and are incorporated as part of this Reimbursement Agreement for all purposes.
2. City Deposit of Revenue. Until a series of PID Bonds are issued, the City shall cause the Pledged Revenues to be deposited into the respective Operating Account. After a series of PID Bonds are issued, the City shall cause the Pledged Revenues to be deposited pursuant to the respective Indenture once executed.
3. Payment of Improvements Cost. Prior to the execution of an Indenture, the City shall pay the Improvements Cost pursuant to executed and approved Certifications for Payment in the manner provided for in the PID Financing Agreement from the respective Operating Account. Following the execution of an Indenture, the Bond Trustee shall pay the Improvements Cost pursuant to executed and approved certifications for payment in the manner provided for in the PID Financing Agreement and the respective Indenture for a series of PID Bonds issued for the Major Improvement Area and Improvement Area #1.
4. Reimbursement Obligation. Subject to the terms, conditions, and requirements contained herein, the City agrees to reimburse the Developer, and the Developer shall be entitled to receive from the City, an amount not to exceed \$11,095,000 for the Actual Costs of the Major Improvement Area Improvements (the “**Major Improvement Area Reimbursement Obligation**”), and an amount not to exceed \$10,970,000 for the Actual Costs of the Improvement Area #1 Improvements (the “**Improvement Area #1 Reimbursement Obligation**” and collectively with the Major Improvement Area Reimbursement Obligation, the “**Improvement Area Reimbursement Obligations**”), in accordance with the terms of this Reimbursement Agreement, and subject to any

- further limitations in the PID Financing Agreement, until July 31, 2053 (the “**Maturity Date**”). It is hereby acknowledged that the City is not responsible hereunder for any amount of Improvements Cost in excess of the amount of the Major Improvement Area Assessments and the Improvement Area #1 Assessments collected, as applicable. The Improvement Area Reimbursement Obligations, including accrued and unpaid interest, shall be payable to the Developer, solely from the Pledged Revenues deposited in the applicable Operating Account or the reimbursement fund created by an Indenture. The Improvement Area Reimbursement Obligations are authorized by the PID Act, are hereby approved by the City Council, and represent the total allowable costs to be assessed against property located within the boundaries of the Major Improvement Area for the Major Improvement Area Improvements, and Improvement Area #1 for the Improvement Area #1 Improvements. The interest rate paid to the Developer on the Improvement Area Reimbursement Obligations shall be the lesser of (a) 6.5%, or (b) 2% above the S&P Municipal Bond High Yield Index. The interest rate is hereby approved by the City Council and complies with the PID Act. Interest will accrue on the respective Improvement Area Reimbursement Obligations at the applicable interest rate stated above from the later to occur of: (i) the date that the applicable Assessment is levied by the City or (ii) the date a certificate for payment for the applicable Improvements Cost is approved by the City. Following the issuance of any series of PID Bonds, interest on the Improvement Area Reimbursement Obligations will accrue from the date of delivery of the applicable PID Bonds at the interest rate of such PID Bonds. Interest shall be calculated on the basis of a 360-day year, comprised of twelve 30-day months.
5. Obligated Payment Sources. The Improvement Area Reimbursement Obligations, plus accrued and unpaid interest as described above, are payable to the Developer and secured under this Reimbursement Agreement solely as described herein. The Improvement Area Reimbursement Obligations are not a debt of the City, within the meaning of Article XI, Section 5, of the Constitution of the State of Texas. As such, no other City funds, revenue, taxes, income, or property shall be used to pay the Improvement Area Reimbursement Obligations. The City acknowledges and agrees that until the applicable Improvement Area Reimbursement Obligations and accrued and unpaid interest are paid in full, the obligation of the City to use amounts on deposit in the applicable Operating Account or the reimbursement fund created by an Indenture to pay the applicable Improvement Area Reimbursement Obligations and accrued and unpaid interest to the Developer is absolute and unconditional and the City does not have, and will not assert, any defenses to such obligation.
  6. City Collection Efforts. The City will use all reasonable efforts to receive and collect, or cause to be received and collected by the Bastrop County Tax Assessor-Collector, the Assessments (including the foreclosure of liens resulting from the nonpayment of the Assessments or other charges due and owing under the Service and Assessment

Plan) and shall not permit a reduction, abatement, or exemption in the Assessments due on any portion of the Improvement Areas until (i) any outstanding PID Bonds related to that particular portion of the Major Improvement Area or Improvement Area #1, as applicable, are no longer outstanding, whether as a result of payment in full, defeasance, or otherwise, or (ii) the Developer has been reimbursed for the remaining amount of unreimbursed Actual Costs in accordance with this Reimbursement Agreement. The City shall use best efforts to collect the Assessments consistent with the City's policies and standard practices applicable to the collection of City taxes and assessments.

7. Process for Payment for the Improvement Area #1 Reimbursement Obligation. The Developer may submit to the City a written request for payment in the form and manner to be provided for in the PID Financing Agreement (a “**Certification for Payment**”) of any funds then available in the reimbursement fund created by an Indenture following February 1<sup>st</sup> of each year. Upon receipt of a Certification for Payment for the Major Improvement Area Improvements or the Improvement Area #1 Improvements, as applicable, described in the Service and Assessment Plan with all required documentation attached, the City shall cause available funds within the appropriate account under the respective Indenture or the respective Operating Account to be disbursed to the Developer within thirty (30) days. This process will continue until the applicable Improvement Area Reimbursement Obligation and accrued and unpaid interest is paid in full, less any amounts required for reserves and any other costs or expenses associated with issuing the PID Bonds.
  
8. Termination. Once either (i) all payments paid to the Developer under this Reimbursement Agreement equal the Improvement Area Reimbursement Obligations plus any accrued and unpaid interest, (ii) the PID Bonds being issued for the Major Improvement Area that is equal to the Major Improvement Area Reimbursement Obligation, less any amounts required for reserves and any other costs or expenses associated with issuing the PID Bonds, less any payments made from the Bond Trustee pursuant to this Agreement, and the PID Bonds being issued for Improvement Area #1 that is equal to the Improvement Area #1 Reimbursement Obligation, less any amounts required for reserves and any other costs or expenses associated with issuing the PID Bonds, less any payments made from the Bond Trustee pursuant to this Agreement (iii) a combination of (i) and (ii) above that, collectively, is equal to the Improvement Area Reimbursement Obligations, or (iv) the Maturity Date is reached, this Reimbursement Agreement shall terminate; provided, however that if on the Maturity Date, any portion of the Improvement Area Reimbursement Obligations or accrued and unpaid interest remains unpaid, the Improvement Area Reimbursement Obligations shall be canceled and for all purposes of this Reimbursement Agreement shall be deemed to have been conclusively and irrevocably PAID IN FULL; provided further however that if any

- Assessments remain due and payable and are uncollected on the Maturity Date, such Assessments, when, as, and if collected after such Maturity Date, shall be applied, first, to any amounts due in connection with the applicable Improvement Area for any outstanding PID Bonds for such Improvement Area, and then paid to the Developer and applied to the applicable Improvement Area Reimbursement Obligations. Under no circumstances will either payments made under this Reimbursement Agreement or a series of PID Bonds equal more than the Improvement Area Reimbursement Obligations.
9. Non-Recourse Obligation. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from Pledged Revenues and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. Neither the City nor any of its elected or appointed officials nor any of its employees shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omission under this Reimbursement Agreement. Developer acknowledges that no appropriation of City funds has been or will be made to provide payments due under this Reimbursement Agreement. Further, Developer acknowledges that the only source of funds for payment under this Reimbursement Agreement is from an Operating Account or the reimbursement fund created by an Indenture to pay the applicable Improvement Area Reimbursement Obligation.
  10. Mandatory Prepayments. Notwithstanding any provision of this Reimbursement Agreement to the contrary, the Parties hereby acknowledge and agree that to the extent a prepayment of an Assessment is due and owing pursuant to the provisions of a Service and Assessment Plan (including any requirement to provide notice to Developer pursuant to the provisions thereof) in effect as of the date of this Reimbursement Agreement and remains unpaid for ninety (90) days after such notice, the City, upon providing written notice to the Developer, may reduce the amount of the applicable Improvement Area Reimbursement Obligation by a corresponding amount, provided, however, any reduction shall never result in a reduction in the amount of the Improvement Area Reimbursement Obligation to be less than zero.
  11. No Waiver. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Reimbursement Agreement against any person or entity involved in the design, construction, or installation of the Authorized Improvements.
  12. Governing Law, Venue. This Reimbursement Agreement is being executed and delivered, and is intended to be performed, in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and



interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, venue for such dispute shall lie in any court of competent jurisdiction in Bastrop County, Texas.

- 13. Notice. Any notice required or contemplated by this Reimbursement Agreement shall be deemed given at the addresses shown below: (i) one (1) business day after deposit with a reputable overnight courier service for overnight delivery such as FedEx or UPS; or (ii) one (1) business day after deposit with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section.

If to City: City of Bastrop  
Attn: City Manager  
P.O. Box 427  
1311 Chestnut Street  
Bastrop, Texas 78602

With a copy to: Bojorquez Law Firm  
Attn: Alan Bojorquez  
11675 Jolleyville Road, Suite 300  
Austin, Texas 78759

If to Developer: Continental Homes of Texas, L.P.  
Attn: Ryan Gray  
10700 Pecan Park Blvd., Suite 400  
Austin, Texas 78750

With a copy to: Metcalfe Wolff Stuart & Williams, LLP  
Attn: Talley J. Williams  
221 W. 6th, Suite 1300  
Austin, Texas 78701

- 14. Invalid Provisions; Severability. If any provision of this Reimbursement Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions, and the remainder of this Reimbursement Agreement shall remain in full force and effect. If any provision of this Reimbursement Agreement directly conflicts with the terms of the Indenture, the Indenture shall control.

- 15. Exclusive Rights of Developer. Developer’s right, title and interest into the payments of the Improvement Area Reimbursement Obligations (including any accrued and unpaid interest thereon), as described herein, shall be the sole and exclusive property of Developer (or its Transferee) and no other third party shall have any claim or right to such funds unless Developer transfers its rights to its Improvement Area Reimbursement Obligations (including any accrued and unpaid interest thereon) to a Transferee in writing and otherwise in accordance with the requirements set forth herein. Upon providing the City with 30 days prior written notice, the Developer has

the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, all or any portion of Developer's right, title, or interest under this Reimbursement Agreement including, but not limited to, any right, title or interest of Developer in and to payment of its Improvement Area Reimbursement Obligations plus any accrued and unpaid interest thereon (a "**Transfer**," and the person or entity to whom the transfer is made, a "**Transferee**"). Provided, however, that no such conveyance, transfer, assignment, mortgage, pledge, or other encumbrance shall be made without the prior written approval of the City Council if such conveyance, transfer, assignment, mortgage, pledge, or other encumbrance would result in the payments hereunder being pledged to the payment of debt service on any security, including public securities issued by any other state of the United States or political subdivision thereof. Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including (A) the name and address of the Transferee and (B) a representation by the Developer that the Transfer does not and will not result in the issuance of municipal securities by any other state of the United States or political subdivision thereof is provided to the City. The Developer agrees that the City may rely conclusively on any written notice of a Transfer provided by Developer without any obligation to investigate or confirm the Transfer.

16. Assignment.

- a. Subject to subparagraph (b) below, Developer may, in its sole and absolute discretion, assign this Reimbursement Agreement with respect to all or part of the District from time to time to any party in connection with the sale of the District or any portion thereof and in connection with a corresponding assignment of the rights and obligations in the PID Financing Agreement entered into prior to the levy of Assessments to any party, so long as the assignee has demonstrated to the City's satisfaction, which shall be provided in writing to the Developer, that the assignee has the financial, technical, and managerial capacity, the experience, and expertise to perform any duties or obligations so assigned and so long as the assigned rights and obligations are assumed without modifications to this Reimbursement Agreement or the PID Financing Agreement. Developer shall provide the City thirty (30) days prior written notice of any such assignment. Upon such assignment or partial assignment, Developer shall be fully released from any and all obligations under this Reimbursement Agreement and shall have no further liability with respect to this Reimbursement Agreement for the part of the District so assigned.
- b. Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.
- c. Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a Transfer unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is deemed to be a Transfer.

- d. Provided, however, that no such conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made without the prior written approval of the City Council if such conveyance, transfer, assignment, mortgage, pledge or other encumbrance would result in the payments hereunder being pledged to the payment of debt service on public securities issued by any other state of the United States or political subdivision thereof.
- e. Notwithstanding anything to the contrary contained herein, this Section 16 shall not apply to Transfers which shall be governed by Section 15 above.
- f. It is hereby acknowledged that the limitations on the ability to make a Transfer as described in Section 15 above or an assignment as described in this Section 16 shall also apply to the Designated Successors and Assigns.

17. Failure; Default; Remedies.

- a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a “**Failure**”) and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a “**Default.**” Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional period (not to exceed 90 days) so long as the non-performing Party is diligently pursuing a cure.
- b. If the Developer is in Default, the City’s sole and exclusive remedy shall be to seek specific enforcement of this Reimbursement Agreement. No Default by the Developer, however, shall: (1) affect the obligations of the City to use the Pledged Revenues on deposit in the reimbursement fund as provided in Section 6 of this Reimbursement Agreement; or (2) entitle the City to terminate this Reimbursement Agreement. In addition to specific enforcement, the City shall be entitled to attorney’s fees, court costs, and other costs of the City to obtain specific enforcement.
- c. If the City is in Default, the Developer’s sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; or (2) seek specific enforcement of this Reimbursement Agreement.

18. Estoppel Certificate. Within thirty (30) days after the receipt of a written request by Developer or any Transferee, the City will certify in a written instrument duly executed and acknowledged to any person, firm or corporation specified in such request as to (i) the validity and force and effect of this Reimbursement Agreement in accordance with

its terms, (ii) modifications or amendments to this Reimbursement Agreement and the substance of such modification or amendments; (iii) the existence of any default to the best of the City’s knowledge; and (iv) such other factual matters that may be reasonably requested.

19. No Boycott Israel.

The Developer is a Company as defined in Section 808.001(2) of the Texas Government Code, which means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or 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, and which Developer (a) represents that it does not boycott Israel, and (b) subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of this Reimbursement Agreement. As used in the immediately preceding sentence, “boycott Israel” shall have the meaning given such term in Section 2271.001, Texas Government Code.

20. No Foreign Terrorist Organization.

The Developer is a Company as defined in Section 2270.0001(2) of the Texas Government Code, which means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association whose securities are publicly traded, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit. The Developer hereby represents that it is not identified on the lists prepared and maintained by the Comptroller of Public Accounts of the State of Texas under Sections 2252.151 and 2270.0201, Texas Government Code, as amended.

21. No Firearm Entity Boycott.

To the extent this Reimbursement Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87<sup>th</sup> Texas Legislature, Regular Session, “**SB 19**”), as amended, Developer hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

- (1) do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate against a firearm entity or firearm trade association during the term of this Reimbursement Agreement.

The foregoing verification is made solely to enable the City to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or Federal law. As used in the

foregoing verification, “discriminate against a firearm entity or firearm trade association,” “firearm entity,” and “firearm trade association” shall have the meanings assigned to such terms in Section 2274.001(3), 2247.001(6) and 2274.001(7), Texas Government Code (as added by SB 19), respectively. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405 and exists to make a profit.

22. No Energy Company Boycott.

To the extent this Reimbursement Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87<sup>th</sup> Texas Legislature, Regular Session) as amended, Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Reimbursement Agreement. The foregoing verification is made solely to enable the City to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or Federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405 and exists to make a profit.

23. Form 1295.

Submitted herewith is a completed Form 1295 in connection with the Developer’s participation in the execution of this Reimbursement Agreement generated by the Texas Ethics Commission’s (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “**Form 1295**”). The City hereby confirms receipt of the Form 1295 from the Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30<sup>th</sup> day after the receipt of such form. The Developer and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

24. Miscellaneous.

- a. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Developer to enforce its remedies under this Reimbursement Agreement.
- b. Nothing in this Reimbursement Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions,

promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Developer.

- c. This Reimbursement Agreement may be amended only by written agreement of the Parties.
- d. This Reimbursement Agreement may be executed in counterparts, each of which shall be deemed an original.

*[Signature pages to follow]*

IN WITNESS WHEREOF, the Parties have executed this Reimbursement Agreement to be effective as of the date written on the first page of this Reimbursement Agreement.

CITY:

THE CITY OF BASTROP, TEXAS

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

STATE OF TEXAS           §  
  §  
COUNTY OF BASTROP    §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_, Mayor of the City of Bastrop, Texas, on behalf of said City.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Name printed or typed  
Commission Expires: \_\_\_\_\_

*[Signatures Continue on Next Page]*

DEVELOPER:

**Continental Homes of Texas, L.P.**

(a Texas limited partnership)

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS                    §  
  §  
COUNTY OF \_\_\_\_\_        §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_, \_\_\_\_\_ of CHTEX of Texas, Inc., a Delaware corporation, the general partner of Continental Homes of Texas, L.P., a Texas limited partnership, on behalf of said entities.

\_\_\_\_\_  
Notary Public, State of Texas

(SEAL)

\_\_\_\_\_  
Name printed or typed  
Commission Expires: \_\_\_\_\_



## **Exhibit “A” Definitions**

Actual Costs – means the following with respect to the Authorized Improvements: (a) the costs incurred by or on behalf of the Developer (either directly or through affiliates) for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvements, (b) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvements, (c) Construction Management Fee, (d) the costs incurred by or on behalf of the Developer for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, appraisals, legal, accounting and similar professional services, taxes (property and franchise) related to the Authorized Improvements; € all labor, bonds and materials, including equipment and fixtures, by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Authorized Improvements, (f) all related permitting, zoning and public approval expenses, architectural, engineering, and consulting fees, financing charges, taxes, governmental fees and charges, insurance premiums, and all payments for Administrative Expenses after the date of a resolution authorizing such reimbursement, plus Interest, if any, calculated from the respective dates of the expenditures until the date of reimbursement therefore. Actual Costs shall not include construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in equal monthly installments over the term of the appropriate construction management agreement. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the construction management fees are calculated.

Assessment Roll – shall mean one or more assessment rolls for the assessed property within the District, as updated, modified, or amended from time to time in accordance with the Service and Assessment Plan.

Authorized Improvements – is defined in the recitals.

Bond Trustee – is defined in the recitals.

City Council – is defined in the recitals.

Certification for Payment – is defined in Section 8.

Creation Resolution – is defined in the recitals.

Default – is defined in Section 18.

Designated Successors and Assigns – shall mean (i) an entity to which Developer assigns (in writing) its rights and obligations contained in the PID Financing Agreement related to all or a portion of the Property, (ii) any entity which is the successor by merger or otherwise to all or substantially all of Developer’s assets and liabilities including, but not limited to, any merger

or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital, or (iii) any entity which may have acquired all of the outstanding stock or ownership of assets of Developer.

District – is defined in the recitals.

Failure – is defined in Section 18.

Form 1295 – is defined in Section 24.

Improvement Area(s) – is defined in the recitals.

Improvement Area #1 – is defined in the recitals.

Improvement Area #2 – is defined in the recitals.

Improvement Area #3 – is defined in the recitals.

Improvement Area #4 – is defined in the recitals.

Improvement Area #1 Assessments – is defined in the recitals.

Improvement Area #1 Improvements – is defined in the recitals.

Improvement Area #1 Improvements Cost – is defined in the recitals.

Improvement Area #1 Reimbursement Obligation – is defined in Section 5.

Improvement Area Reimbursement Obligations – is defined in Section 5.

Improvements Cost – is defined in the recitals.

Indenture – is defined in the recitals.

Major Improvement Area Assessments – is defined in the recitals.

Major Improvement Area Improvements – is defined in the recitals.

Major Improvement Area Improvements Cost – is defined in the recitals.

Major Improvement Area Reimbursement Obligation – is defined in Section 5.

Maturity Date – is defined in Section 5.

Operating Account – is defined in the recitals.

PID Act – is defined in the recitals.

PID Bonds – shall mean each series of special assessment revenue bonds issued by the City to finance the Actual Costs of the Improvement Area #1 Improvements, and any bonds issued to refund all or a portion of any outstanding PID Bonds.

PID Financing Agreement – is defined in the recitals.

Pledged Revenues – shall mean the sum of (i) revenues from special assessments (including the Major Improvement Area Assessments and the Improvement Area #1 Assessments) levied

on property located within the applicable Improvement Area, less (a) administrative expenses and (b) delinquent collection costs; and (ii) the moneys held in any of the funds held by the City pursuant to the Indenture pledged for payment of debt service for the applicable PID Bonds.

Property – is defined in the recitals.

SB 19 – is defined in Section 22.

Service and Assessment Plan – means the Viridian Public Improvement District Service and Assessment Plan (as such plan is amended, supplemented or updated from time to time), to be initially adopted by the City Council in one or more ordinances levying the Major Improvement Area Assessments and the Improvement Area #1 Assessments, for the purpose of assessing allocated costs against property located within the boundaries of an Improvement Area, having terms, provisions and findings approved and agreed to by the Developer. The Parties hereby acknowledge that the Service and Assessment Plan may be amended, supplemented or updated from time to time.

TEC – is defined in Section 24.

Transfer – is defined in Section 16.

Transferee – is defined in Section 16.

10-acre Tract – is defined in the recitals.

**Exhibit "B"**  
**10 acre Tract**

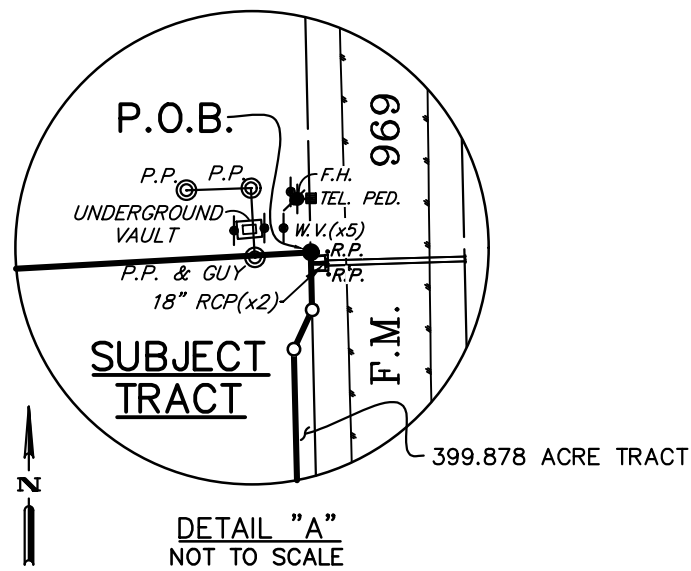
**Exhibit “C”**  
**Authorized Improvements**

**Exhibit “D”**  
**Major Improvement Area**

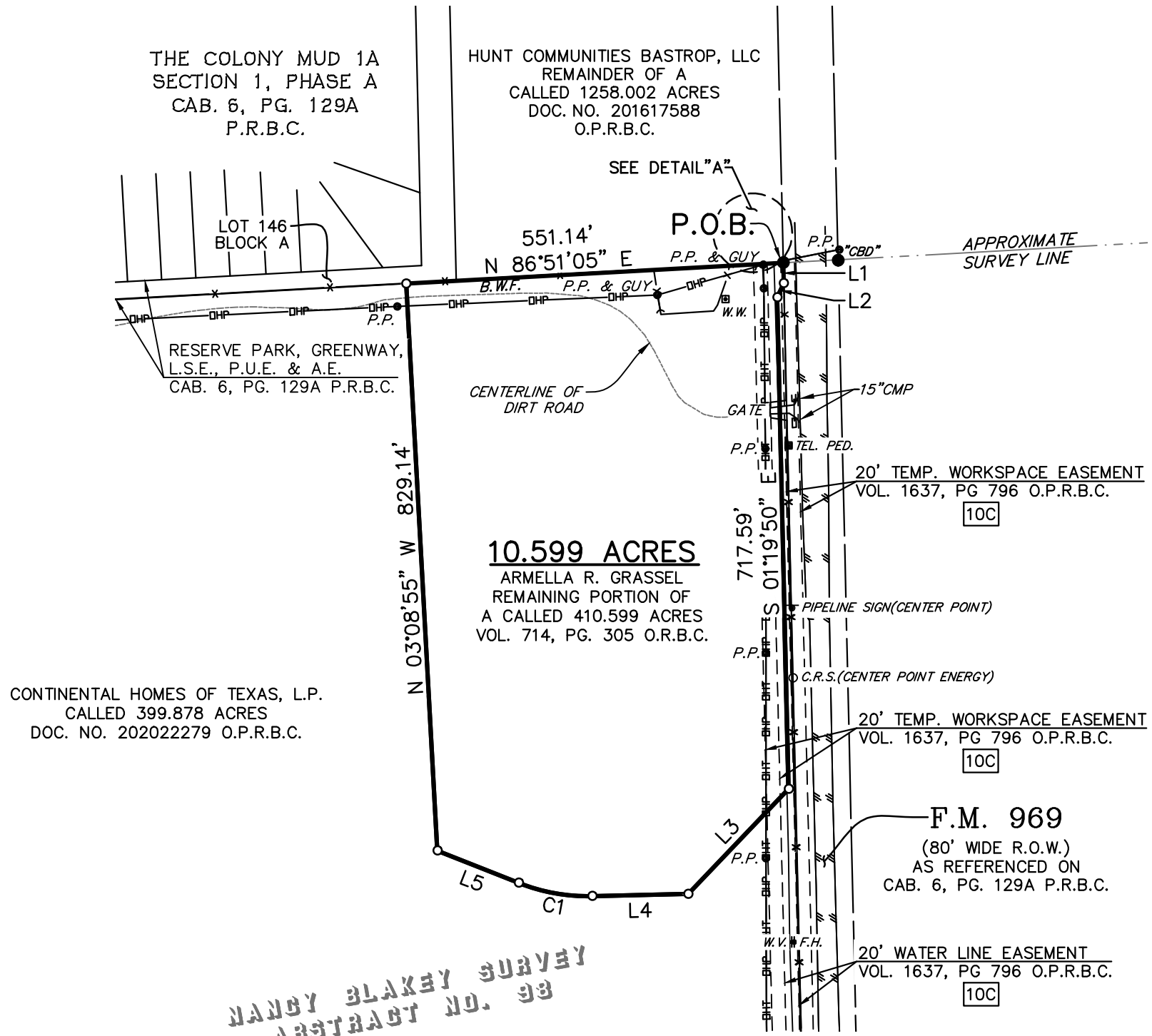
**Exhibit “E”  
Improvement Area #1**

**Exhibit “F”  
Improvement Area Boundaries**

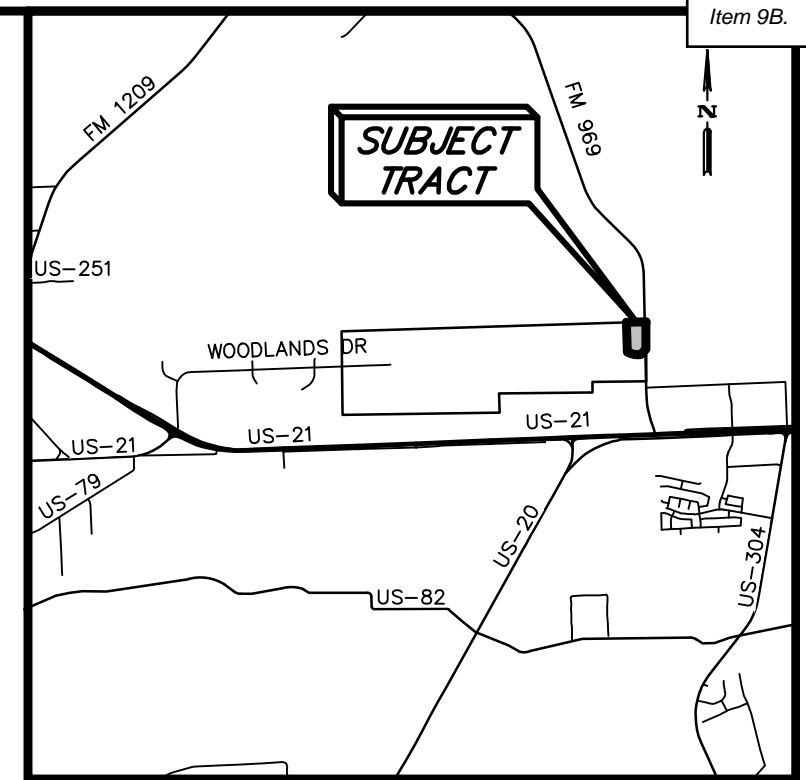




JOSE MANUEL BANGS SURVEY  
ABSTRACT NO. 5

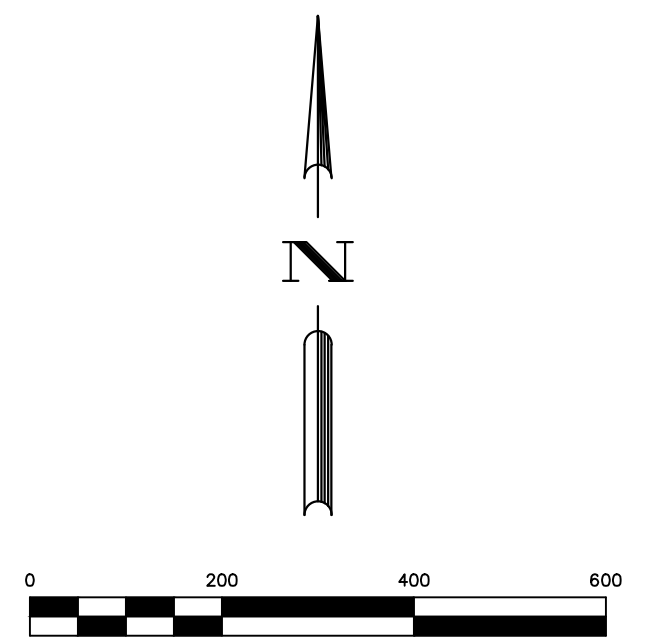


NANCY BLAKEY SURVEY  
ABSTRACT NO. 98



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 01°19'49" E	30.02'
L2	S 24°51'52" W	22.65'
L3	S 43°41'39" W	212.04'
L4	S 88°43'07" W	140.03'
L5	N 68°24'20" W	127.74'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	109.81'	271.69'	23°09'30"	N 79°50'37" W	109.07'



**LEGEND**

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

- GENERAL NOTES**
- BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83.
  - MONUMENTATION AS SHOWN.
  - THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY STEWART TITLE GUARANTY COMPANY UNDER GF NO. 41274, DATED EFFECTIVE FEBRUARY 25, 2021 AND ISSUED ON MARCH 4, 2021.
  - THE PROPERTY LIES IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR BASTROP COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48021C0355E, REVISED JANUARY 19, 2006. ALL FLOODPLAIN BOUNDARIES SHOWN HEREON ARE APPROXIMATE AND ARE NOT DEPICTED AS A RESULT OF AN ON THE GROUND SURVEY.
  - FENCES GENERALLY FOLLOW PROPERTY LINES EXCEPT AS NOTED HEREON.
  - CENTERLINE OF DIRT ROAD IS A GRAPHIC REPRESENTATION FROM AERIAL PHOTOGRAMMETRY.
  - A METES AND BOUNDS OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SURVEY.

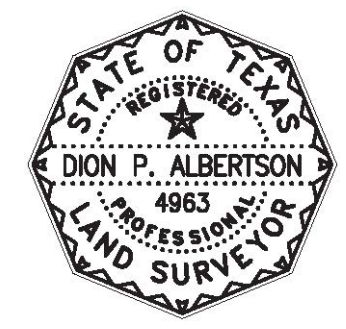
- SCHEDULE B NOTES:**
- 10C. A WATER LINE EASEMENT GRANTED TO AQUA WATER SUPPLY CORPORATION BY INSTRUMENT RECORDED IN VOLUME 1637, PAGE 796, DOCUMENT NO. 200600007878, OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS. DOES AFFECT THE SUBJECT TRACT. EXISTING WATER LINE IS LOCATED ALONG THE EAST PROPERTY LINE, AS MARKED ON THE GROUND BY WATER UTILITY AND SHOWN HEREON.
  - 10D. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO BLUEBONNET ELECTRIC COOPERATIVE, INC. BY INSTRUMENT RECORDED IN/UNDER DOCUMENT NO. 201513514, OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS. DOES AFFECT THE SUBJECT TRACT BUT CANNOT BE LOCATED FROM INFORMATION CURRENTLY AVAILABLE.

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

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II SURVEY. THE FIELD WORK WAS COMPLETED ON NOVEMBER 06, 2020.

DATE OF PLAT OR MAP: MARCH 23, 2021

*Dion P. Albertson*  
 DION P. ALBERTSON, RPLS NO. 4963  
 BGE, INC.  
 7330 SAN PEDRO AVE., SUITE 202  
 SAN ANTONIO, TEXAS 78216  
 TELEPHONE: (210) 581-3622  
 TBPELS LICENSED SURVEYING FIRM NO. 10194490



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

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

PARTY CHIEF:	M.G.	ISSUE DATE:	03/23/2021	SHEET <b>1</b> OF <b>1</b>
TECHNICIAN:	O.B.	SCALE:	1"=200'	
R.P.L.S.:	D.P.A.	JOB NUMBER:	8563-00	
FIELD BOOK NAME:	70: 23-26 & 79: 64			
BASE FILE:	G:\TDC\Projects\NEU_Communities\8225-00-Bastrop_Prelim\SV\01_Catcs\8229-00_Bastrop_NEU-Title-DPA.dwg			

## DESCRIPTION OF A 10.599 ACRE TRACT OF LAND

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

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

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

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

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

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

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

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

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

*Dion P. Albertson*

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



3/26/2021

Date

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

## Exhibit "C"

### PROPOSED AUTHORIZED IMPROVEMENTS

#### Authorized Improvements (Major Improvement Area)

##### **STREET IMPROVEMENTS**

The Owner will construct and dedicate to the City of Bastrop a total of approximately 56,100 linear feet (approximately 10.6 miles). The streets are compliant with the City of Bastrop design criteria. Signage and striping will also be constructed as required. Each street in the project will have a sidewalk on each side.

##### **TRAFFIC IMPROVEMENTS**

As a result of the traffic impacts generated by the development, FM 969 along the project's eastern boundary is expected to require additional improvements. Studies indicate a traffic signal and turn lane improvements will be required to upgrade the FM 969 intersection with the development's entry. These improvements to FM 969 will provide added safety benefits to the Project.

##### **DRAINAGE IMPROVEMENTS**

The Project will have a storm sewer system to collect excess rainfall runoff. Curb inlets in the streets and area inlets behind the sidewalks will be used to intercept the rainfall runoff and deliver it to a storm sewer trunk line that will transport the runoff to storm water facilities. Approximately 36,000 linear feet of storm sewer trunk line is expected to be used. An approximate 150 curb inlets and approximately 150 manholes/junction boxes are expected for the Project.

##### **POND IMPROVEMENTS**

The storm sewer system described above will convey rainfall runoff to storm water facilities or ponds. These facilities are intended to detain runoff and release at pre-development rates, into offsite channels or natural streams. Construction of the ponds is necessary in order to provide safe conditions to downstream properties.

##### **WATER AND WASTEWATER IMPROVEMENTS**

The Project will provide potable water service and wastewater service for up to 862 Living Unit Equivalents throughout the development. The project will connect to existing City of Bastrop infrastructure at FM 969. Approximately 59,000 linear feet of water main is expected within the project to provide potable water service and fire protection. Water service will be provided by the City of Bastrop.

Wastewater Improvements will connect to existing City of Bastrop infrastructure at US 71. Approximately 33,000 linear feet of gravity wastewater line is expected within the development to provide wastewater service. Wastewater service will be provided by the City of Bastrop.

##### **OFFSITE IMPROVEMENTS**

The wastewater system described above will collect at a common lift station located on the Property. The lift station will be constructed to service all the area lots within the Master Improvement Area as well as the Improvement Area # 1. There will be approximately 12,900 linear feet of off-site force main that will connect to the existing City's gravity system along US 71. The City has agreed to a point of connection that the development will pump wastewater to with treatment of the wastewater occurring at the City's treatment plant, offsite.

#### Authorized Improvements (Improvement Area #1)

##### **STREET IMPROVEMENTS**

The Owner will construct and dedicate to the City of Bastrop a total of approximately 17,000 linear feet (approximately 3.2 miles). The streets are compliant with the City of Bastrop design criteria. Signage and striping will also be constructed as required. Each street in the project will have a sidewalk on each side.

##### **DRAINAGE IMPROVEMENTS**

The Project will have a storm sewer system to collect excess rainfall runoff. Curb inlets in the streets and area inlets behind the sidewalks will be used to intercept the rainfall runoff and deliver it to a storm sewer trunk line that will transport the runoff to storm water facilities. Approximately 11,000 linear feet of storm sewer trunk line is expected to be used. An approximate 50 curb inlets and approximately 60 manholes/junction boxes are expected for the Project.

##### **WATER AND WASTEWATER IMPROVEMENTS**

The Project will provide potable water service and wastewater service for up to 396 Living Unit Equivalents throughout the development. The Project will connect to existing City of Bastrop infrastructure at FM 969. Approximately 18,000 linear feet of water main is expected within the Project to provide potable water service and fire protection.

Wastewater Improvements will connect to existing City of Bastrop infrastructure at US 71. Approximately 10,000 linear feet of gravity wastewater line is expected within the development to provide wastewater service. Utility Service will be provided by the City of Bastrop.



## EXHIBIT D – Major Improvement Area

EXHIBIT \_\_\_\_\_

DR Horton  
Master Improvements Area  
307.282 Acres  
Job No. 8732-00

### METES AND BOUNDS DESCRIPTION

FIELD NOTES FOR A 307.282 ACRE TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, SITUATED IN BASTROP COUNTY, TEXAS; BEING A PORTION OF A CALLED 399.878 ACRE TRACT OF LAND AS CONVEYED UNTO CONTINENTAL HOMES OF TEXAS, L.P. IN DOCUMENT NUMBER 202022279 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 307.282 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS TRACT 1 AND TRACT 2 AS FOLLOWS:

#### TRACT 1:

**COMMENCING AT A POINT OF REFERENCE**, a 1/2-inch iron rod found on the westerly right-of-way line of Farm to Market (F.M.) 969 (R.O.W. ~ 80') as shown on the plat of The Colony MUD 1A, Section 1, Phase A, as recorded in Cabinet 6, Page 129A of the Plat Records of Bastrop County, Texas, at the southeast corner of a remaining portion of a called 1,258.002 acre tract of land as conveyed unto Hunt Communities Bastrop, LLC in Document Number 201617588 of the Official Public Records of Bastrop County, Texas, being the northeast corner of a called 10.599 acre tract of land as conveyed unto SIS Bastrop, LLC in Document Number 202107639 of the Official Public Records of Bastrop County, Texas; **THENCE**, S 01°19'50" E, coincident with the common line of said 10.599 acre tract and the west right-of-way line of said F.M. 969, passing at a distance of 30.02 feet a 1/2-inch iron rod with a cap stamped "BGE INC" set at a northeast corner of the above described 399.878 acre tract and continuing coincident with the common line of the 399.878 acre tract and the west right-of-way line of said F.M. 969 for a total distance of 1,180.34 feet to a calculated point for the most easterly northeast corner and **POINT OF BEGINNING** of the herein described tract;

**THENCE**, S 01°19'50" E, continuing coincident with the common line of the 399.878 acre tract and the west right-of-way line of said F.M. 969, a distance of 485.40 feet to a 1/2-inch iron rod found at the common corner of the 399.878 acre tract and a called 10.01 acre tract of land as conveyed unto Esmeralda Vences-Maldonado and Fermin Vences-Maldonado in Document Number 201916372 of the Official Public Records of Bastrop County, Texas, for the southeast corner of the herein described tract;

**THENCE**, S 87°56'21" W, departing said common line, coincident with the common line of the 399.878 acre tract and said 10.01 acre tract, a distance of 827.80 feet to a calculated point for the southwest corner of the herein described tract, from which a 1/2-inch iron rod with a cap stamped "RPLS 5548" found at the northwest corner of the 10.01 acre tract, for a re-entrant corner of the 399.878 acre tract bears S 87°56'21" W, a distance of 675.20 feet;

**THENCE**, departing said common line, over and across the 399.878 acre tract the following seven (7) courses:

- 1) N 01°19'50" W, a distance of 658.65 feet to a calculated point at the beginning of a non-tangent curve for the northwest corner of the herein described tract;

- 2) Curving to the left, with a radius of 1,042.27, an arc length of 75.06 feet, a central angle of  $04^{\circ}07'35''$ , a chord bearing of  $S 89^{\circ}16'02'' E$ , and a chord distance of 75.05 feet to a calculated point for a point of reverse curvature of the herein described tract;
- 3) Curving to the right, with a radius of 25.00 feet, an arc length of 39.27 feet, a central angle of  $89^{\circ}59'53''$ , a chord bearing of  $S 46^{\circ}19'53'' E$ , and a chord distance of 35.35 feet to a calculated point at the end of this curve;
- 4)  $N 88^{\circ}40'13'' E$ , a distance of 55.50 feet to a calculated point at the beginning of a non-tangent curve to the right of the herein described tract;
- 5) Curving to the right, with a radius of 25.00 feet, an arc length of 39.27 feet, a central angle of  $90^{\circ}00'00''$ , a chord bearing of  $N 43^{\circ}40'10'' E$ , and a chord distance of 35.36 feet to a calculated point at the end of this curve;
- 6)  $N 88^{\circ}40'10'' E$ , a distance of 487.23 feet to a calculated point for an angle point of the herein described tract;
- 7)  $S 46^{\circ}19'50'' E$ , a distance of 226.27 feet to the **POINT OF BEGINNING** and containing 12.034 acres of land, more or less.

**TRACT 2:**

**COMMENCING AT A POINT OF REFERENCE**, a 1/2-inch iron rod found on the westerly right-of-way line of Farm to Market (F.M.) 969 (R.O.W. ~ 80') as shown on the plat of The Colony MUD 1A, Section 1, Phase A, as recorded in Cabinet 6, Page 129A of the Plat Records of Bastrop County, Texas, at the southeast corner of a remaining portion of a called 1,258.002 acre tract of land as conveyed unto Hunt Communities Bastrop, LLC in Document Number 201617588 of the Official Public Records of Bastrop County, Texas, being the northeast corner of a called 10.599 acre tract of land as conveyed unto SIS Bastrop, LLC in Document Number 202107639 of the Official Public Records of Bastrop County, Texas; **THENCE**,  $S 86^{\circ}51'05'' W$ , coincident with the north line of the 10.599 acre tract, passing at a distance of 551.14 feet a 1/2-inch iron rod with a cap stamped "BGE INC" set at the northwest corner of the 10.599 acre tract and a northeast corner of the 399.878 acre tract, and continuing coincident with the north line of the 399.878 acre tract for a total distance of 3,059.53 feet to a calculated point for the northeast corner and **POINT OF BEGINNING** of the herein described tract;

**THENCE**, departing said north line, over and across the 399.878 acre tract the following thirty-two (32) courses:

- 1)  $S 35^{\circ}04'52'' W$ , a distance of 89.31 feet to a calculated point for an angle point of the herein described tract;
- 2)  $S 11^{\circ}34'46'' W$ , a distance of 134.65 feet to a calculated point for an angle point of the herein described tract;
- 3)  $S 43^{\circ}42'09'' W$ , a distance of 173.56 feet to a calculated point for an angle point of the herein described tract;

- 4) S 37°48'33" W, a distance of 149.36 feet to a calculated point for an angle point of the herein described tract;
- 5) S 24°20'55" W, a distance of 85.38 feet to a calculated point for an angle point of the herein described tract;
- 6) S 04°59'40" E, a distance of 107.39 feet to a calculated point for an angle point of the herein described tract;
- 7) S 14°35'31" W, a distance of 160.75 feet to a calculated point for an angle point of the herein described tract;
- 8) S 06°16'41" E, a distance of 103.52 feet to a calculated point for an angle point of the herein described tract;
- 9) S 09°33'10" E, a distance of 89.33 feet to a calculated point for an angle point of the herein described tract;
- 10) S 81°06'35" E, a distance of 238.54 feet to a calculated point for an angle point of the herein described tract;
- 11) N 90°00'00" E, a distance of 88.16 feet to a calculated point for a re-entrant corner of the herein described tract;
- 12) N 18°16'38" E, a distance of 27.25 feet to a calculated point for a corner of the herein described tract;
- 13) S 71°43'22" E, a distance of 181.60 feet to a calculated point for a re-entrant corner of the herein described tract;
- 14) N 14°19'35" E, a distance of 65.69 feet to a calculated point for a corner of the herein described tract;
- 15) S 75°40'25" E, a distance of 120.00 feet to a calculated point for a corner of the herein described tract;
- 16) S 14°19'35" W, a distance of 22.28 feet to a calculated point for a re-entrant corner of the herein described tract;
- 17) S 75°40'25" E, a distance of 188.50 feet to a calculated point for a re-entrant corner of the herein described tract;
- 18) N 18°01'49" E, a distance of 17.35 feet to a calculated point for a corner of the herein described tract;
- 19) S 79°11'39" E, a distance of 119.45 feet to a calculated point for a corner of the herein described tract;



- 20) S 06°21'30" W, a distance of 5.81 feet to a calculated point for a re-entrant corner of the herein described tract;
- 21) S 79°21'54" E, a distance of 55.50 feet to a calculated point for an angle point of the herein described tract;
- 22) S 79°11'39" E, a distance of 130.00 feet to a calculated point for a re-entrant corner of the herein described tract;
- 23) N 11°42'54" E, a distance of 13.50 feet to a calculated point for a re-entrant corner of the herein described tract;
- 24) S 79°05'37" E, a distance of 109.72 feet to a calculated point for a corner of the herein described tract;
- 25) S 10°53'55" W, a distance of 218.86 feet to a calculated point for an angle point of the herein described tract;
- 26) S 15°39'08" W, a distance of 52.19 feet to a calculated point for an angle point of the herein described tract;
- 27) S 20°55'17" W, a distance of 36.54 feet to a calculated point for a re-entrant corner of the herein described tract;
- 28) S 76°44'36" E, a distance of 34.40 feet to a calculated point for an angle point of the herein described tract;
- 29) S 76°04'52" E, a distance of 80.00 feet to a calculated point for a corner of the herein described tract;
- 30) S 13°55'08" W, a distance of 152.24 feet to a calculated point for a point of curvature of the herein described tract;
- 31) Curving to the right, with a radius of 740.00 feet, an arc length of 250.92 feet, a central angle of 19°25'41", a chord bearing of S 23°37'59" W, and a chord distance of 249.72 feet to a calculated point for a point of tangency of the herein described tract;
- 32) S 33°20'50" W, a distance of 38.04 feet to a calculated point on the common line of the 399.878 acre tract and a called 25.070 acre tract of land as conveyed unto TOCC Land, LLC in Document Number 201900758 of the Official Public Records of Bastrop County, Texas, for the southeast corner of the herein described tract;

THENCE, S 87°55'54" W, coincident with the common line of the 399.878 acre tract, said 25.070 acre tract, and a called 25.071 acre tract of land conveyed unto Bellamont, LLC in Document Number 201810109 of the Official Public Records of Bastrop County, Texas, a distance of 1,795.60 feet to a calculated point at the northwest corner of said 25.071 acre tract, for a re-entrant corner of the 399.878 acre tract and the herein described tract, from which a 1/2-inch iron rod found bears N 51° 05' 33" W, a distance of 1.18 feet;

THENCE, S 02°31'46" E, coincident with the common line of the 399.878 acre tract and the 25.071 acre tract a distance of 533.70 feet to a 5/8-inch iron rod found at the southwest corner of the 25.071 acre tract, on the north line of a remaining portion of a called 469.652 acre tract of land as conveyed unto Erhard Legacy Partners, LTD in Document Number 201502920 of the Official Public Records of Bastrop County, Texas, for a south corner of 399.878 acre tract and the herein described tract;

THENCE, S 87°52'50" W, coincident with the common line of the 399.878 acre tract and said remaining portion of a 469.652 acre tract a distance of 4,392.23 feet to a 1/2-inch iron rod found at the common corner of Lot 32, Block "B", as shown on the plat of The Woodlands, as recorded in Cabinet 2, Page 350A of the Plat Records of Bastrop County, Texas, for the southwest corner of the 399.878 acre tract and the herein described tract;

THENCE, N 02°07'09" W, coincident with the common line of the 399.878 acre tract, said Lot 32, the east terminal end of the right-of-way line of Woodlands Drive (R.O.W. ~ 60') as shown on said plat of The Woodlands, and Lot 41, Block "A", as shown on said plat of The Woodlands, passing at a distance of 2,331.72 feet a 1/2-inch iron rod found, and continuing for a total distance of 2,332.15 feet to a calculated point at the common corner of the 399.878 acre tract, said Lot 41 and on the south line of the aforementioned remaining portion of the 1,258.002 acre tract, for the northwest corner of the 399.878 acre tract and the herein described tract, from which a 1/2-inch iron rod found on the north line of said Block "A", at a corner of said remaining portion of the aforementioned 1,258.002 acre tract bears S 86° 51' 05"W, a distance of 2,609.69 feet;

THENCE, N 86°51'05" E, coincident with the common line of the 399.878 acre tract, the remaining portion of the 1,258.002, and a called 1.00 acre tract of land conveyed unto Hunt Communities Bastrop, LLC in Document Number 201911016 of the Official Public Records of Bastrop County, Texas, a distance of 5,470.42 feet to the POINT OF BEGINNING and containing 295.248 acres of land, more or less.

The total net acreage is 307.282 acres.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE Inc., in November 2020 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. A sketch accompanies this description.

*Dion P. Albertson*

Dion P. Albertson RPLS Number 4963  
BGE, Inc.  
7330 San Pedro Ave, Suite 202  
San Antonio TX 78216  
Telephone: 210-581-3600  
TBPLS Licensed Surveying Firm Number 10194490



11/18/2021  
Date

Date: November 18, 2021  
Job No: 8732-00

**EXHIBIT E – IMPROVEMENT AREA #1**

EXHIBIT \_\_\_\_\_

DR Horton  
92.596 Acres  
Job No. 8732-00**METES AND BOUNDS DESCRIPTION**

FIELD NOTES FOR A 92.596 ACRE TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, SITUATED IN BASTROP COUNTY, TEXAS; BEING A PORTION OF A CALLED 399.878 ACRE TRACT OF LAND AS CONVEYED UNTO CONTINENTAL HOMES OF TEXAS, L.P. IN DOCUMENT NUMBER 202022279 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 92.596 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING AT A POINT OF REFERENCE**, a 1/2-inch iron rod found on the westerly right-of-way line of Farm to Market (F.M.) 969 (R.O.W. ~ 80') as shown on the plat of The Colony MUD 1A, Section 1, Phase A, as recorded in Cabinet 6, Page 129A of the Plat Records of Bastrop County, Texas, at the southeast corner of a remaining portion of a called 1,258.002 acre tract of land as conveyed unto Hunt Communities Bastrop, LLC in Document Number 201617588 of the Official Public Records of Bastrop County, Texas, being the northeast corner of a called 10.599 acre tract of land as conveyed unto SIS Bastrop, LLC in Document Number 202107639 of the Official Public Records of Bastrop County, Texas; **THENCE**, S 01°19'50" E, coincident with the common line of said 10.599 acre tract and the west right-of-way line of said F.M. 969, a distance of 30.02 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a northeast corner and **POINT OF BEGINNING** of the herein described tract;

**THENCE**, S 01°19'50" E, coincident with the common line of the 399.878 acre tract and the west right-of-way line of said F.M. 969, a distance of 1,150.32 feet to a calculated point for the most easterly southeast corner of the herein described tract, from which a 1/2-inch iron rod found for the southeast corner of the 399.878 acre tract and the northeast corner of a called 10.01 acre tract of land as conveyed unto Esmeralda Vences-Maldonado and Fermin Vences-Maldonado in Document Number 201916372 of the Official Public Records of Bastrop County, Texas, bears S 01°19'50" E, a distance of 485.40 feet;

**THENCE**, departing said common line, over and across the 399.878 acre tract the following seven (7) courses:

- 1) N 46°19'50" W, a distance of 226.27 feet to a calculated point for an angle point of the herein described tract;
- 2) S 88°40'10" W, a distance of 487.23 feet to a calculated point for a point of curvature of the herein described tract;
- 3) Curving to the left, with a radius of 25.00 feet, an arc length of 39.27 feet, a central angle of 90°00'00", a chord bearing of S 43°40'10" W, and a chord distance of 35.36 feet to a calculated point at the end of this curve;

- 4) S 88°40'13" W, a distance of 55.50 feet to a calculated point at the beginning of a non-tangent curve;
- 5) Curving to the left, with a radius of 25.00 feet, an arc length of 39.27 feet, a central angle of 89°59'53", a chord bearing of N 46°19'53" W, and a chord distance of 35.35 feet to a calculated point for a point of reverse curvature of the herein described tract;
- 6) Curving to the right, with a radius of 1,042.27 feet, an arc length of 75.06 feet, a central angle of 4°07'35", a chord bearing of N 89°16'02" W, and a chord distance of 75.05 feet to a calculated point at the end of this curve for a re-entrant corner of the herein described tract;
- 7) S 01°19'50" E, a distance of 658.65 feet to a calculated point on the common line of the 399.878 acre tract and the aforementioned 10.01 acre tract, for corner of the herein described tract;

THENCE, coincident with the common line of the 399.878 acre tract and said 10.01 acre tract, the following two (2) courses:

- 1) S 87°56'21" W, a distance of 675.20 feet to a 1/2-inch iron rod with a cap stamped "RPLS 5548" found at the northwest corner of the 10.01 acre tract, for a re-entrant corner of the 399.878 acre tract and the herein described tract;
- 2) S 01°19'22" E, a distance of 290.00 feet to a 1/2-inch iron rod found at the southwest corner of the 10.01 acre tract, on the north line of a called 25.070 acre tract of land as conveyed unto TOCC Land, LLC in Document Number 201900758 of the Official Public Records of Bastrop County, Texas, for a corner of the 399.878 acre tract and the herein described tract;

THENCE, S 87°55'54" W, coincident with the common line of the 399.878 acre tract and said 25.070 acre tract, a distance of 814.60 feet to a calculated point for the southwest corner of the herein described tract;

THENCE, departing said common line, over and across the 399.878 acre tract the following thirty-two (32) courses:

- 1) N 33°20'50" E, a distance of 38.04 feet to a calculated point for a point of curvature of the herein described tract;
- 2) Curving to the left, with a radius of 740.00 feet, an arc length of 250.92 feet, a central angle of 19°25'41", a chord bearing of N 23°37'59" E, and a chord distance of 249.72 to a calculated point for a point of tangency of the herein described tract;



- 3) N 13°55'08" E, a distance of 152.24 feet to a calculated point for a re-entrant corner of the herein described tract;
- 4) N 76°04'52" W, a distance of 80.00 feet to a calculated point for an angle point of the herein described tract;
- 5) N 76°44'36" W, a distance of 34.40 feet to a calculated point for a corner of the herein described tract;
- 6) N 20°55'17" E, a distance of 36.54 feet to a calculated point for an angle point of the herein described tract;
- 7) N 15°39'08" E, a distance of 52.19 feet to a calculated point for an angle point of the herein described tract;
- 8) N 10°53'55" E, a distance of 218.86 feet to a calculated point for a re-entrant corner of the herein described tract;
- 9) N 79°05'37" W, a distance of 109.72 feet to a calculated point for a re-entrant corner of the herein described tract;
- 10) S 11°42'54" W, a distance of 13.50 feet to a calculated point for a corner of the herein described tract;
- 11) N 79°11'39" W, a distance of 130.00 feet to a calculated point for an angle point of the herein described tract;
- 12) N 79°21'54" W, a distance of 55.50 feet to a calculated point for a corner of the herein described tract;
- 13) N 06°21'30" E, a distance of 5.81 feet to a calculated point for a re-entrant corner of the herein described tract;
- 14) N 79°11'39" W, a distance of 119.45 feet to a calculated point for a re-entrant corner of the herein described tract;
- 15) S 18°01'49" W, a distance of 17.35 feet to a calculated point for a corner of the herein described tract;
- 16) N 75°40'25" W, a distance of 188.50 feet to a calculated point for a corner of the herein described tract;
- 17) N 14°19'35" E, a distance of 22.28 feet to a calculated point for a re-entrant corner of the herein described tract;

- 18) N 75°40'25" W, a distance of 120.00 feet to a calculated point for a re-entrant corner of the herein described tract;
- 19) S 14°19'35" W, a distance of 65.69 feet to a calculated point for a corner of the herein described tract;
- 20) N 71°43'22" W, a distance of 181.60 feet to a calculated point for a re-entrant corner of the herein described tract;
- 21) S 18°16'38" W, a distance of 27.25 feet to a calculated point for a corner of the herein described tract;
- 22) S 90°00'00" W, a distance of 88.16 feet to a calculated point for an angle point of the herein described tract;
- 23) N 81°06'35" W, a distance of 238.54 feet to a calculated point for a corner of the herein described tract;
- 24) N 09°33'10" W, a distance of 89.33 feet to a calculated point for an angle point of the herein described tract;
- 25) N 06°16'41" W, a distance of 103.52 feet to a calculated point for an angle point of the herein described tract;
- 26) N 14°35'31" E, a distance of 160.75 feet to a calculated point for an angle point of the herein described tract;
- 27) N 04°59'40" W, a distance of 107.39 feet to a calculated point for an angle point of the herein described tract;
- 28) N 24°20'55" E, a distance of 85.38 feet to a calculated point for an angle point of the herein described tract;
- 29) N 37°48'33" E, a distance of 149.36 feet to a calculated point for an angle point of the herein described tract;
- 30) N 43°42'09" E, a distance of 173.56 feet to a calculated point for an angle point of the herein described tract;
- 31) N 11°34'46" E, a distance of 134.65 feet to a calculated point for an angle point of the herein described tract;

32) N 35°04'52" E, a distance of 89.31 feet to a calculated point on the north line of the 399.878 acre tract and the south line of a called 1.00 acre tract of land conveyed unto Hunt Communities Bastrop, LLC in Document Number 201911016 of the Official Public Records of Bastrop County, Texas, for the northwest corner of the herein described tract;

THENCE, N 86°51'05" E, coincident with the common line of the 399.878 acre tract, said 1.00 acre tract, the south line of The Colony MUD 1A, Section 1, Phase B, as recorded in Cabinet 6, Page 189A of the Plat Records of Bastrop County, Texas, and the south line of the aforementioned The Colony MUD 1A, Section 1, Phase A, a distance of 2,508.39 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of the 399.878 acre tract and the aforementioned 10.599 acre tract, for a north corner of the herein described tract;

THENCE, departing said common line, coincident with the common line of the 399.878 acre tract and said 10.599 acre tract the following seven (7) courses:

- 1) S 3°08'55" E, a distance of 829.14 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
- 2) S 68°24'20" E, a distance of 127.74 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve of the herein described tract;
- 3) Curving to the left, with a radius of 271.69 feet, an arc length of 109.81 feet, a central angle of 23°09'29", a chord bearing of S 79°50'37" E, and a chord distance of 109.07 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve;
- 4) N 88°43'07" E, a distance of 140.03 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 5) N 43°41'39" E, a distance of 212.04 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 6) N 1°19'50" W, a distance of 717.59 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 7) N 24°51'52" E, a distance of 22.65 feet to the **POINT OF BEGINNING** and containing 92.596 acres of land more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE Inc., in November 2020 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. A sketch accompanies this description.



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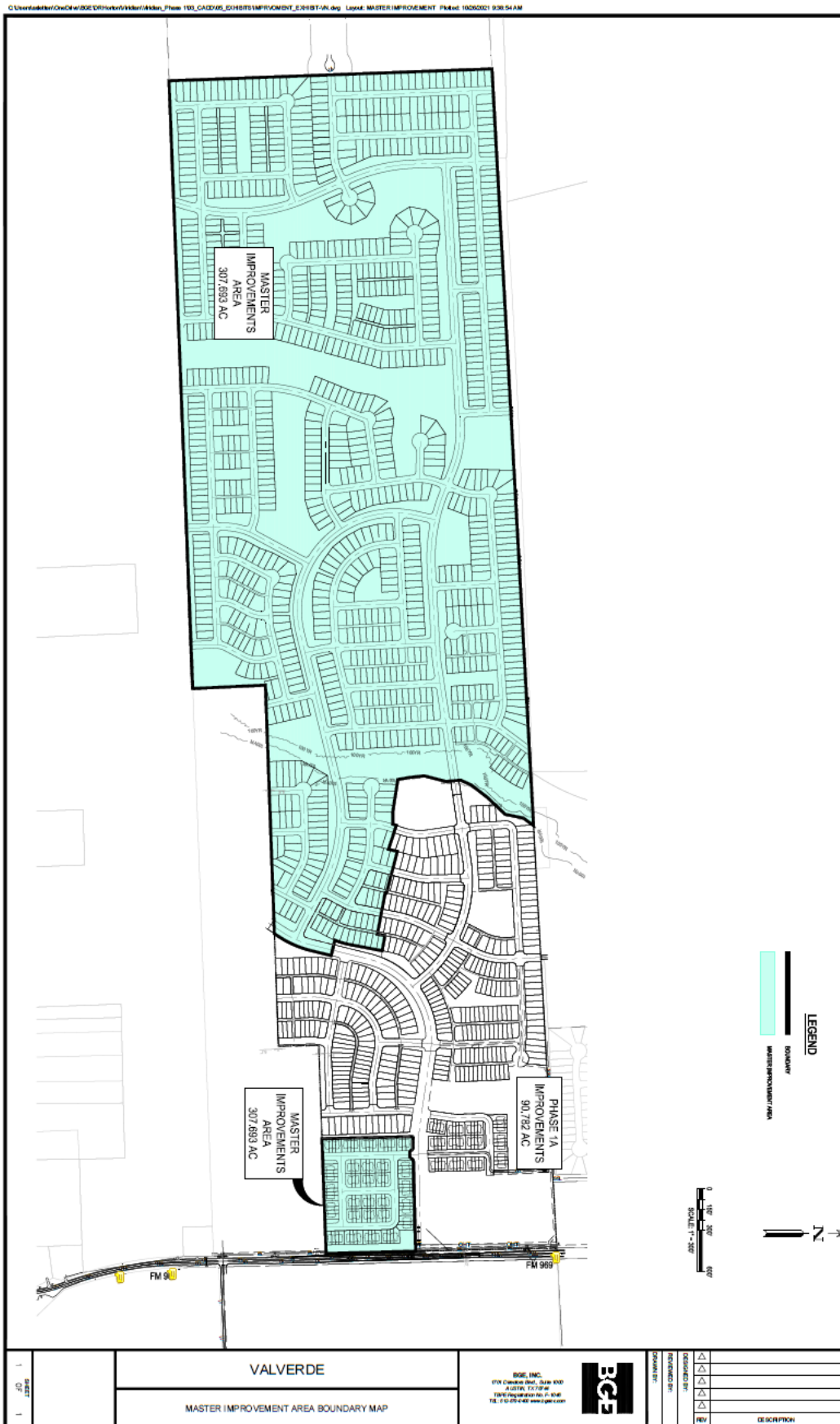


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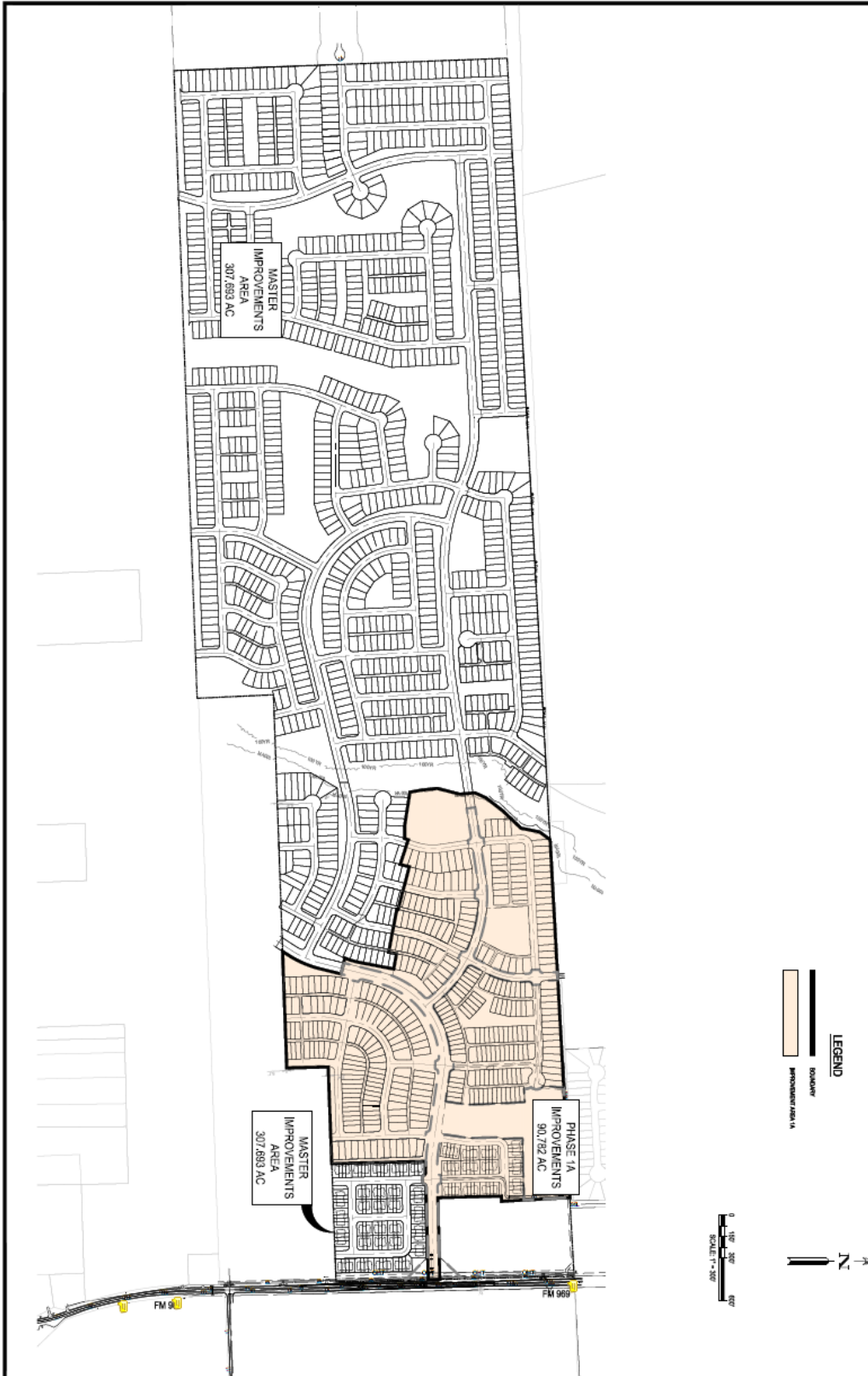
Client:  
Date: November 18, 2021  
Job No: 8732-00



# EXHIBIT F – IMPROVEMENT AREAS



C:\Users\kshelton\OneDrive\Documents\kshelton\kshelton\Drawings\100\_CADD\05\_01\B0101\IMPROVEMENT\_01\B0101.dwg Layout: IMPROVEMENT AREA 1 Plotted: 10/20/2021 9:36:16 AM



VALVERDE			BGS, INC. 6786 Commerce Blvd., Suite 300 Houston, TX 77057 (281) 416-1000 www.bgs.com
IMPROVEMENT AREA 1A BOUNDARY MAP			
DATE	1-07-1	REVISIONS	DESCRIPTION