

**Bastrop, TX City Council Meeting Amended Agenda**  
City Hall Council Chambers  
Bastrop, Texas 78602  
(512) 332-8800



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**April 08, 2025**

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

**Items in Red are AMENDED**

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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** - Katherine Ramirez and Mariela Perez Rangel, Tenth Graders from Colorado River Collegiate Academy  
**TEXAS PLEDGE OF ALLEGIANCE** - *Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.*
- 3. INVOCATION** - Ketrich Steger, City of Bastrop Police Chaplain
- 4. EXECUTIVE SESSION**
- 5. TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION IN CLOSED/EXECUTIVE SESSION**
- 6. PRESENTATIONS**

[6A.](#) Mayor Pro Tem's Report

[6B.](#) Council Members' Report

[6C.](#) City Manager's Report

- Hotel Occupancy 2nd quarter report
- Legal Expenses and Processes
- North End Prairie Update
- 1005 Pecan Update
- Joint Meeting with the BEDC on April 21, 2025
- Comprehensive Plan Update
- New Utility Billing Portal
- Water Well Update
- **Bridge Rehabilitation**

[6D.](#) Presentation on Board and Commission Work Plans:

- Parks and Recreation Board / Public Tree Advisory Board

[6E.](#) PROCLAMATION - Honoring Reverend Emeritus C.A. Williams, beloved Pastor of Macedonia First Baptist Church.

Submitted by: Council Member Cheryl Lee

## 7. WORK SESSIONS/BRIEFINGS

## 8. FINANCIAL TRANSPARENCY AND BUDGET PREPARATION

[8A.](#) Review and discuss the Fleet and Facilities Department and the Convention Center Department funds.

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

## 9. 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.*

## 10. 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.**

10A. Consider and act on the second reading of Ordinance No. 2025-34, for a Zoning Concept Scheme request to rezone the project site from P5 Core to Planned Development District ("PDD") with a base district of P5 Core, for the area described as being 43.112 +/- acres out of the Nancy Blakey Survey, Abstract 98, located at 540 W SH 71 Bastrop, TX 78602, within the city limits of Bastrop, Texas. This parcel is also referred to the Nixon Tract.

Submitted by: Andres Rosales, Assistant City Manager

10B. Consider and act on the second reading of Ordinance No. 2025-37, amending the Bastrop Code of Ordinances Chapter 13 - Utilities, Article 13.02 Water and Wastewater Rates and Charges, Section 13.02.003 Sewer Connection and Tapping Fees, by enacting Section 13.02.003 (b)(1-13).

Submitted by: Viviana Nicole Andres, Assistant to the City Manager

10C. Consider and act on Ordinance No. 2025-40 to amend the B3 Technical Manual Table 1.4.001A, Development Application Approval Process

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

10D. Consider and act on the first reading of Ordinance No. 2025-41, amending Chapter 15, Article 15.01 "Cemeteries" of the Bastrop Code of Ordinances, to reflect various updates to language and add provisions for the operation of a Columbarium and move to include on the April 22, 2025, Consent Agenda for a second reading.

Submitted by: Judy Sandroussi, Finance Director

10E. Consider and act to approve the Bastrop City Council meeting minutes from the Tuesday, March 25, 2025, Regular Meeting.

Submitted by: Victoria Psencik, Assistant City Secretary

## 11. ITEMS FOR INDIVIDUAL CONSIDERATION

11A. Consider, and act on the second reading of Ordinance No. 2025-28, amending the Master Fee Schedule for tree mitigation fees and amending the Code of Ordinances Chapter 1 "General Provisions", adding Section 1.13.05 "Trees on Private Property"; amending the Bastrop Building Block (B3) Code, Section 6.3.004 "Protected & Heritage Trees, adding subsection (j) Administrative Decision; establishing fees and the penalty for violation. **REMOVED FROM CONSENT**

Submitted by: James E. Cowey, Director of Development Services

11B. Consider and act on Resolution No. R-2025-75 to accept the grant from the Lower Colorado River Authority's Steps Forward Program in the amount of \$1,000 plus labor expenses.

Submitted by: Terry Moore, Parks & Recreation Director

11C. Consider and act on the first reading of Ordinance No. 2025-17, amending Code of Ordinances Chapter 2 "Animal Control", Article 2.02 "Vaccination and Licensing of Dogs and Cats" and Article 2.04 "Impoundment", removing Section 2.02.004 "License Tag and Collar."; amending Section 2.02.008 "Licensing and Fees" to "Pet Registration Requirement" and removing subsection (a)-(c); removing Section 2.04.006 "Confinement of Female Dogs and Cats during estrus"; move to include on the April 22, 2025, consent agenda for a second reading. **This item is also referred to as the Microchipping Ordinance.**

Submitted by: Robert McBain, Animal Control/Code Compliance

11D. A. Conduct a public hearing, consider and act on second reading of Ordinance No. 2025-38 Levying Special Assessments For, And Apportioning The Costs Of, Certain Improvements To Property In And For The Valverde Public Improvement District Improvement Area #1; Fixing A Charge And Lien Against All Properties Within The District, And The Owners Thereof; Providing For The Manner And Method Of Collection Of Such Assessments; Making A Finding Of Special Benefit To Property In The District And The Real And True Owners Thereof; Approving A Service And Assessment Plan.

B. Consider and act on second reading of Ordinance No. 2025-39 Authorizing The Issuance Of The "City Of Bastrop, Texas Special Assessment Revenue Bonds, Series 2025 (Valverde Public Improvement District Improvement Area #1 Project)"; Approving And Authorizing An Indenture Of Trust, A Bond Purchase Agreement, An Offering Memorandum, A Continuing Disclosure Agreement And Other Agreements And Documents In Connection Therewith; Making Findings With Respect To The Issuance Of Such Bonds.

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

11E. Consider and act on Resolution R-2025-77 to amend the Reimbursement Resolution previously approved for the Valverde Public Improvement District from the amount of \$11,939,000 to \$12,303,000 to account for delays in issuance and other administrative costs.

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

11F. Consider and act on Ordinance No. 2025 - 42 to engage Trane Technologies, under the Omnia Partners Cooperative Purchase Agreement, by means of a Project Development Agreement (PDA), to begin a design/build construction approach for the City of Bastrop for the design and construction of a new, high-efficiency wastewater treatment facility to meet the city's requirements for continued growth and other as needed projects related to water and wastewater.

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

11G. Consider and act on Resolution No. R-2025-69, approving a Development Agreement between the City of Bastrop a Home Rule City and WB Bastrop Land, LLC, A Texas limited liability company, W Land Development Management, a Texas limited liability

company; for 289.4 +/- acres of land located within the Mozea Rousseau Survey, Abstract No. 56 in Bastrop County, Texas; west of State Highway 304 and North of Lower Red Rock Road, with a portion of the property being located within the 1-mile Extraterritorial Jurisdiction (ETJ) of the City of Bastrop, and the remainder of the property being located within the Voluntary ETJ of the City of Bastrop, as attached in Attachment "A". **This parcel of land has also been referred to as the Ironwood Development. That name is subject to change.**

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

- [11H.](#) Consider and act on Resolution No. R-2025-70, approving a Utility Agreement between the City of Bastrop a Home Rule City and WB Bastrop Land, LLC, A Texas limited liability company, W Land Development Management, a Texas limited liability company; for 289.4 +/- acres of land located within the Mozea Rousseau Survey, Abstract No. 56 in Bastrop County, Texas; west of State Highway 304 and North of Lower Red Rock Road, with a portion of the property being located within the 1-mile Extraterritorial Jurisdiction (ETJ) of the City of Bastrop, and the remainder of the property being located within the Voluntary ETJ of the City of Bastrop, as attached in "Attachment A". **This parcel of land has also been referred to as the Ironwood Development. That name is subject to change.**

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

- [11I.](#) Consider and act on Resolution No. R-2025-68, regarding a CCN Transfer Agreement of the wastewater CCN from Aqua Water Supply Corporation to the City of Bastrop for the Ironwood Development.

Submitted by: Andres Rosales, Assistant City Manager

- [11J.](#) Consider and act on Resolution R-2025-76 approving an interlocal cooperative agreement for an interagency loan of \$600,000 from the Bastrop Economic Development Corporation (BEDC) to the City of Bastrop to fund infrastructure improvements related to Burleson Crossing East.

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

- [11K.](#) Consider and act on Ordinance 2025-46, a Chapter 380 agreement with BEBD Frontage Road, LLC and the City of Bastrop in an amount not to exceed \$600,000 for improvements at HWY 71, adjacent to Burleson Crossing East retail development located at HWY 71 and Ed Burleson Road.

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

- [11L.](#) Consider and act on Resolution No. R-2025-73, authorizing the issuance of a Request for Qualifications (RFQ) for **City Attorney Services**.

Submitted by: Andres Rosales, Assistant City Manager

- [11M.](#) Consider and act on Resolution No. R-2025-74, authorizing the issuance of a Request for Qualifications (RFQ) for **Bond Counsel Services**.

Submitted by: Andres Rosales, Assistant City Manager

## 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: April 4, 2025 at 5:00 PM. and remained posted for at least two hours after said meeting was convened.

/s/Victoria Psencik  
Victoria Psencik, Assistant City Secretary



# STAFF REPORT

**MEETING DATE:** April 8, 2025

**TITLE:**

Mayor Pro Tem's Report

**AGENDA ITEM SUBMITTED BY:**

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

**POLICY EXPLANATION:**

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

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

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

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



# STAFF REPORT

**MEETING DATE:** April 8, 2025

**TITLE:**

Council Members' Report

**AGENDA ITEM SUBMITTED BY:**

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

**POLICY EXPLANATION:**

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

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# STAFF REPORT

**MEETING DATE:** April 8, 2025

**TITLE:**

City Manager's Report

**AGENDA ITEM SUBMITTED BY:**

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

**POLICY EXPLANATION:**

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

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

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# City of Bastrop PARKS & RECREATION

## Park & Recreation Board Work Plan FY 2025

The Park & Recreation Board defines it's self as the voice of the community as it pertains to park and recreation development and the continued maintenance. Its mission is to continue to advocate for continued growth of both parks and recreation in the community.

### Board Goals:

1. Continue to work on the implementation of the FY24 Ten Year Master Plan.
2. Focus on maintenance in the city parks.
3. Activate members of the Board & Community through task force groups to get specific work completed.

### Action Plan:

#### **Continue to work on the implementation of the FY24 Ten Year Master Plan.**

- Work the actions steps in the plan.
- Advocate for community to push forward the goals and objectives in the master plan.

#### **Focus on maintenance in the city parks.**

- Focus on safety.
- Continue to listen to the public and share what specific areas are priority for replacement or repairs.
- Look for grant and partnership opportunities to support the work.

#### **Activate members of the board & Community through task force groups to get specific work completed.**

- Listen to community ideas and suggestions for improvements and/or additions in the parks or the recreation program.
- Bring community to the table to engage in specific work.

# Proclamation



**WHEREAS**, the City of Bastrop honors Reverend (Rev.) Emeritus C.A. Williams for his lifelong dedication to ministry, community, and service; and

**WHEREAS**, Rev. Williams accepted his call to ministry on July 3, 1962, at age 24, delivering his first sermon at Antioch Missionary Baptist Church in San Antonio, Texas, and has faithfully preached the Gospel for over 63 years; and

**WHEREAS**, he earned his Bachelor of Theology, Bachelor of Divinity, and Master of Theology from Guadalupe College Theological Seminary in 1995; and

**WHEREAS**, he pastored Greater Rising Star Baptist Church from 1964 to 1968 and Macedonia First Baptist Church from 1968 to 2025, leading the latter for 57 years, expanding it into a full-time church, and overseeing the construction of a fellowship hall and sanctuary; and

**WHEREAS**, he has been an influential leader in state conventions, serving as Recording Secretary for the Progressive Baptist State Convention of Texas; and

**WHEREAS**, under his mentorship, nine men have entered the ministry, and five have been embraced as adopted sons in faith; and

**WHEREAS**, with the support of associate pastors and deacons, he has strengthened Macedonia First Baptist Church; and

**WHEREAS**, a pillar of the Bastrop community, he founded the Fish on Wheels Ministry to serve the sick and shut-in, embodying the qualities of a true shepherd—counselor, leader, teacher, and preacher.

**NOW, THEREFORE**, I, John Kirkland, Acting Mayor Pro Tem of the City of Bastrop, Texas, do hereby proclaim April 13, 2025 as:

## **REVEREND EMERITUS C.A. WILLIAMS DAY**

in the City of Bastrop, in honor of his unwavering commitment, spiritual leadership, and lifelong service to the church and the community.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 8th day of April 2025.

**ATTEST:**

\_\_\_\_\_  
Victoria Psencik, Assistant City Secretary



**CITY OF BASTROP, TEXAS**

\_\_\_\_\_  
John Kirkland, Acting Mayor Pro Tem

# Fleet & Facilities Department

- **Mission Statement:** The Fleet & Facility Department is dedicated to providing safe, reliable, and cost-effective management of city vehicles and facilities to support all municipal operations. We strive for excellence in service, sustainability, and stewardship of public assets through proactive maintenance and efficient resource management.
- **Established January 10<sup>th</sup> 2024**
- **Full-Spectrum Facility Care:** Building maintenance, renovations, and janitorial services for optimal environments.
- **Reliable Fleet & Equipment:** Maintenance and repairs to keep operations moving.
- **Integrated Operational Support:** Seamlessly combining both services for customer satisfaction.

# Fleet & Facilities – Highlights

- **Renovations**

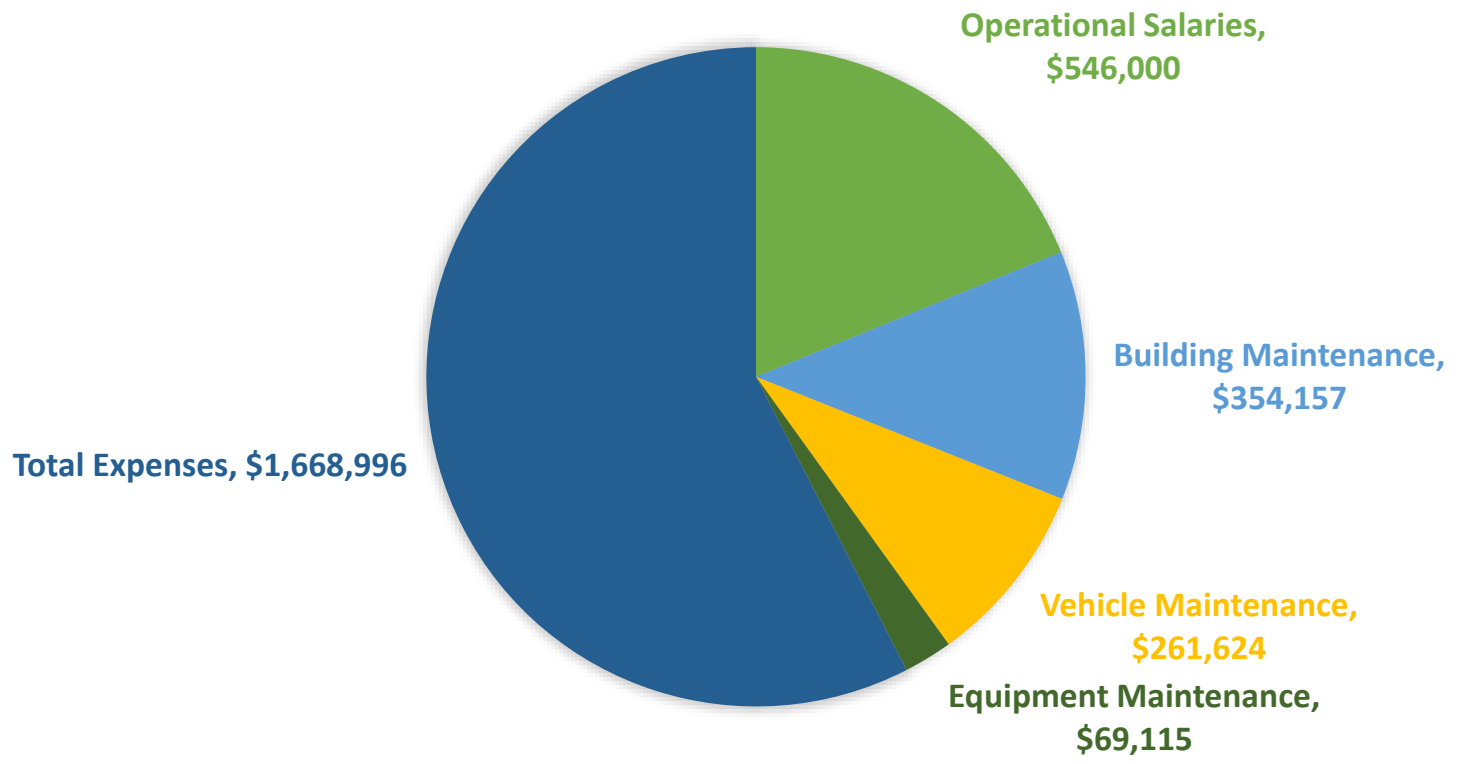
- Bastrop Visitor Center & Museum (\$100,000 under budget)
- Building conversion for Utility relocation
- Mayfest Park modernization
- Bastrop Economic Development Corporation
- Fleet & Facility office

- **Vehicle/Equipment Procurement & Disposal**

- 18 vehicles purchased FY25
- 11 pieces of equipment purchased FY25
- 25 surplus vehicles & equipment sold (\$79,585)
  - 3 items on auction currently
  - 6 set to be auctioned in the next 60 days

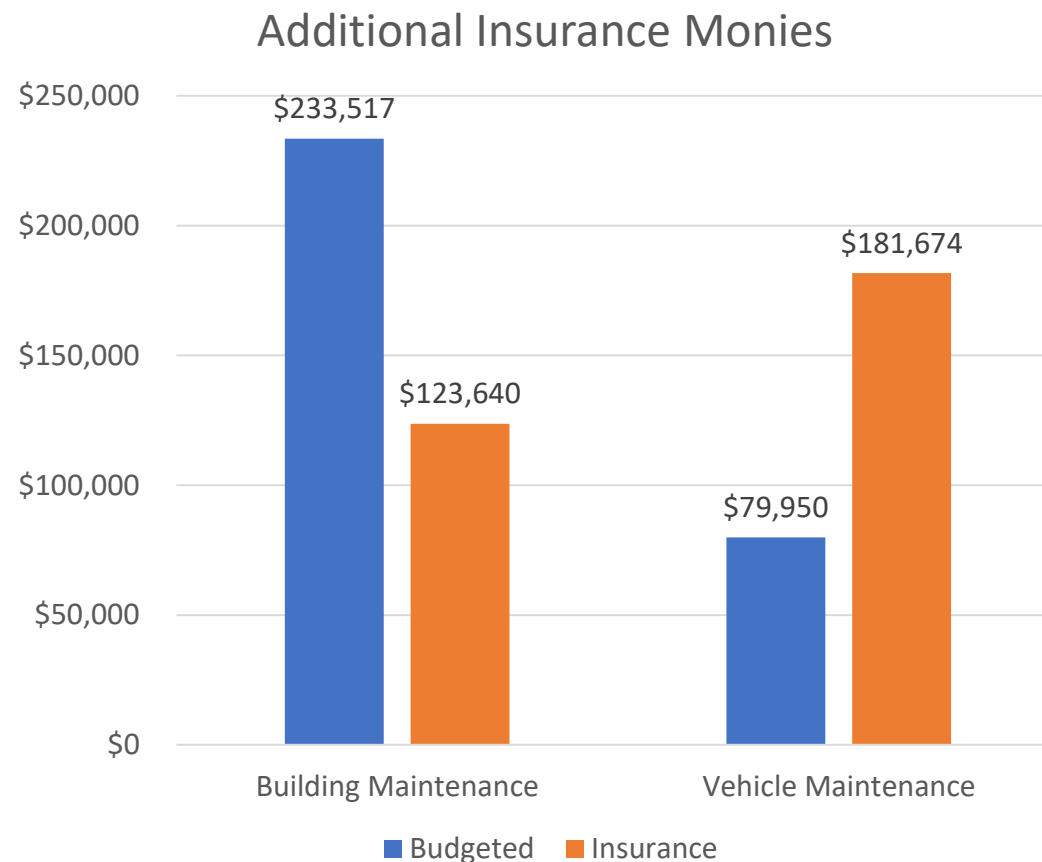
# Fleet & Facilities – FY2025

### TOP 5 BUDGETED EXPENSES



# Fleet & Facilities – FY2025

- **Roof Replacement**
  - City Hall
  - Senior Center
  - Bastrop Power & Light
  - Willow St Water Plant
- **Vehicles Repair**
  - Paintless Dent Repair
  - 23 vehicles



# Fleet & Facilities – Future

- OpenGov Fleet & Facility module implementation currently ongoing
- Samsara Fleet telematics integration
- Beginning FY26 Fleet will be taking on 40 police vehicles
  - Request for additional staff - Mechanic
- City wide facility assessment to ensure we keep up with growth
  
- **LONG TERM GOAL**
  - Dedicated fleet repair shop with 5 bays, 2 lifts, and office space



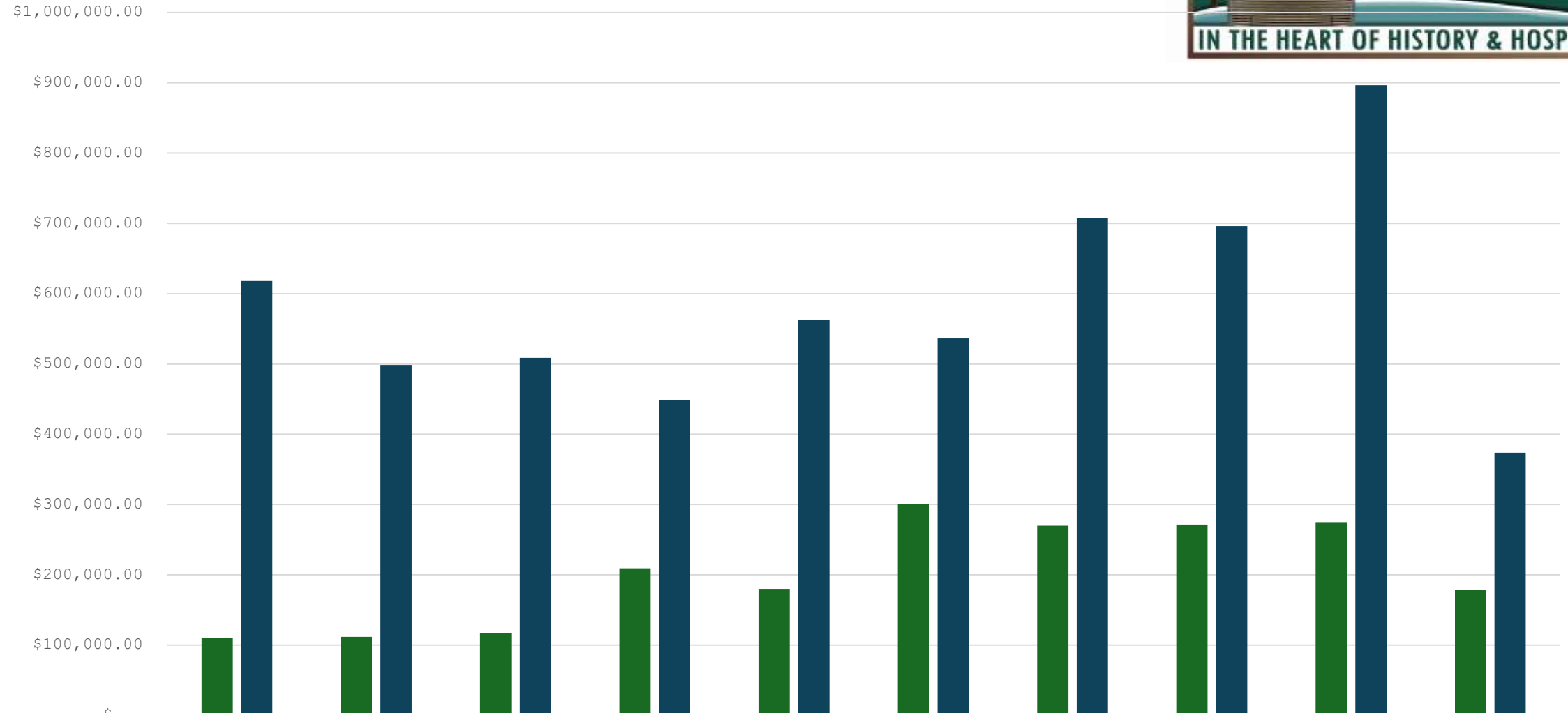


City of Bastrop, TX  
Fleet and Facilities

		FY2023-2024	FY2023-2024	FY2024-2025	FY2024-2025
		Budgeted	Actuals	Budgeted	Actuals
<b>General Fund Expenditures</b>					
<b>Division: 22 - Fleet and Facilities</b>					
101-22-00-5101	OPERATIONAL SALARIES	\$ 338,168.80	\$ 321,706.80	\$ 546,000.00	\$ 260,999.01
101-22-00-5116	LONGEVITY			\$ 5,820.00	\$ 5,430.00
101-22-00-5117	OVERTIME	\$ 580.28	\$ 4,664.88	\$ -	\$ 703.19
101-22-00-5150	SOCIAL SECURITY	\$ 25,798.84	\$ 24,028.60	\$ 41,800.00	\$ 19,521.36
101-22-00-5151	RETIREMENT	\$ 43,490.52	\$ 44,516.95	\$ 77,200.00	\$ 38,686.20
101-22-00-5155	GROUP INSURANCE	\$ 57,146.31	\$ 55,588.30	\$ 95,000.00	\$ 44,611.14
101-22-00-5156	WORKERS COMPENSATION	\$ 4,470.24	\$ 1,839.76	\$ 22,077.00	\$ 3,979.92
101-22-00-5201	SUPPLIES	\$ 395.00	\$ 1,879.94	\$ 4,342.00	\$ 388.36
101-22-00-5206	OFFICE EQUIPMENT	\$ 1,386.00	\$ 1,910.73	\$ 19,315.00	\$ 234.92
101-22-00-5209	SAFETY SUPPLIES	\$ 500.00	\$ 259.15	\$ 255.00	\$ 83.56
101-22-00-5217	JANITORIAL SUPPLIES	\$ 12,743.00	\$ 7,745.43	\$ 27,302.00	\$ 9,092.62
101-22-00-5228	SMALL TOOLS			\$ 7,000.00	\$ 2,606.90
101-22-00-5240	FUEL	\$ 2,432.00	\$ 2,814.81	\$ 5,315.00	\$ 4,268.68
101-22-00-5320	SOFTWARE MAINTENANCE	\$ 89.00	\$ 412.53	\$ 69,115.00	\$ 23,285.22
101-22-00-5321	EQUIPMENT MAINTENANCE				
101-22-00-5340	MAINT OF VEHICLES	\$ 1,472.00	\$ 2,020.26	\$ 261,624.05	\$ 169,383.78
101-22-00-5345	MAINT OF BUILDING	\$ 27,642.00	\$ 30,914.30	\$ 338,157.25	\$ 237,993.63
101-22-00-5401	COMMUNICATIONS		\$ 1,421.41	\$ 3,600.00	\$ 3,169.69
101-22-00-5403	UTILITIES		\$ 612.16	\$ 4,500.00	\$ 415.21
101-22-00-5505	PROFESSIONAL SERVICES			\$ 36,000.00	\$ 35,690.17
101-22-00-5515	UNIFORMS	\$ 3,313.00	\$ 1,713.20	\$ 3,832.00	\$ 1,622.46
101-22-00-5544	UNEMPLOYMENT TAX				\$ 3,675.00
101-22-00-5547	HAUL OFF - MISC.			\$ 5,683.00	
101-22-00-5561	CONTRACTUAL SERVICES		\$ 510.00	\$ 21,200.00	\$ 9,239.75
101-22-00-5570	EQUIPMENT RENTAL			\$ 2,100.00	\$ 978.86
101-22-00-5595	VEHICLE/EQUIP REPLACEMENT FEE			\$ 54,646.00	\$ 22,769.15
101-22-00-5597	BUILDING MAINTENANCE FEE			\$ 7,600.00	
101-22-00-5601	ADVERTISING			\$ 500.00	
101-22-00-5605	TRAVEL & TRAINING		\$ 2,947.33	\$ 7,800.00	\$ 25.00
101-22-00-5615	DUES, SUBSCRIPTIONS & PUB			\$ 1,213.00	\$ 584.86
101-22-00-6203	SPECIAL PROJECTS			\$ -	\$ 24,576.00
<b>Total Expenses</b>		<b>\$ 519,626.99</b>	<b>\$ 507,506.54</b>	<b>\$ 1,668,996.30</b>	<b>\$ 924,014.64</b>
<b>FTE's</b>		<b>10.00</b>		<b>10.00</b>	

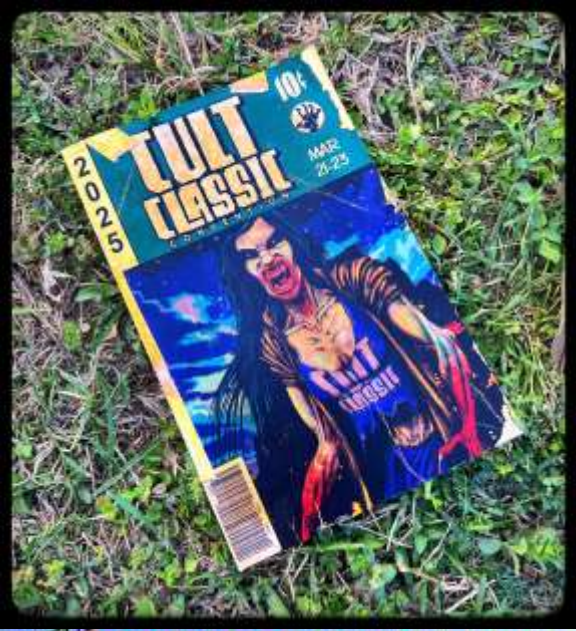


### 5 Year History



	Budgeted FY2020-2021	Actuals FY2020-2021	Budgeted FY2021-2022	Actuals FY2021-2022	Budgeted FY2022-2023	Actuals FY2022-2023	Budgeted FY2023-2024	Actuals FY2023-2024	Budgeted FY2024-2025	Actuals FY2024-2025
Total Revenue	\$110,000.00	\$111,813.60	\$117,000.00	\$209,201.92	\$180,000.00	\$301,244.58	\$270,000.00	\$271,633.81	\$275,000.00	\$178,455.16
Total Expenses	\$617,819.00	\$498,571.99	\$508,648.00	\$447,994.32	\$562,322.00	\$536,482.31	\$707,555.00	\$696,034.81	\$896,313.00	\$373,922.61

■ Total Revenue ■ Total Expenses



## Budgeted Revenue \$275,000

Local Events	30.5%
Non-Local Events	69.5%

Local Revenue	\$ 77,650
Non-Local Revenue	\$177,045

Occupancy increased 12%  
169 to 214 days booked



Item 8A.



Sportsmen's Banquet





## Expenses Budgeted w/o Personnel \$431,936.00

- 6.7% Supplies
- 11.5% Maintenance
- 13.8% Promotions
- 68% Operations



# Bastrop Convention Center Staff

## Plans and Executes: Responsibilities:

- Monthly Farm Street Opry
- Boo Bash Halloween Celebration
- Lost Pines Christmas Parade
- MLK Day Celebration (every 3<sup>rd</sup> year)
- Mardi Gras Celebration
  - Mardi Gras Ball
  - Mardi Gras Parade
  - Mardi Gras Downtown Festival
- Film Permitting Process
- Community Support Groups Funding
- Community Assets Funding



*Special Thanks to these Collaborating Partners*





## Budget Increase Considerations

1. Travel & Training (Staff Certifications)
  - HVAC Certification \$1,102.40 per year pay increase
  - Certified Festival and Event Associate \$1,200 per year 3 year program
2. Personnel
  - Director
  - Executive Administrative Assistant
  - Maintenance Supervisor
  - 3 Special Event Workers
3. \*Repairs/Replace/Maintenance (14-Year-Old Facility)
  - New Roof
  - HVAC Repairs
  - Carpet replacement
  - Furnishings
  - Ground Maintenance

\*Pre-COVID estimates total \$787,000
4. Additional Marketing Dollars \$25,000



	FY2020-2021 Budgeted	FY2020-2021 Actuals	FY2021-2022 Budgeted	FY2021-2022 Actuals	FY2022-2023 Budgeted	FY2022-2023 Actuals	FY2023-2024 Budgeted	FY2023-2024 Actuals	FY2024-2025 Budgeted	FY2024-2025 Actuals
<b>Revenue</b>										
501-00-00-4007 MOTEL/HOTEL TAX RECEIPTS	\$ 2,264,400.00	\$ 2,029,978.47	\$ 2,256,131.00	\$ 3,233,135.53	\$ 3,233,000.00	\$ 3,473,117.72	\$ 3,250,000.00	\$ 3,555,190.43	\$ 3,500,000.00	\$ 1,660,012.25
501-00-00-4023 SPECIAL EVENT PERMIT FEE	\$ -	\$ -		\$ 2,010.00	\$ 2,000.00	\$ 700.00	\$ 2,000.00	\$ 800.00	\$ 2,000.00	
501-00-00-4030 CATERING PERMITS -CC						\$ 3,884.00		\$ 952.00		
501-00-00-4043 CC - SPONSORED EVENT	\$ 15,000.00	\$ 14,234.10	\$ 22,000.00	\$ 15,500.42	\$ 15,000.00	\$ 18,077.58	\$ 20,000.00	\$ 20,943.06	\$ 25,000.00	\$ 39,225.86
501-00-00-4047 CC- RENTAL REVENUE	\$ 95,000.00	\$ 97,579.50	\$ 95,000.00	\$ 193,701.50	\$ 165,000.00	\$ 283,167.00	\$ 250,000.00	\$ 250,690.75	\$ 250,000.00	\$ 139,229.30
501-00-00-4048 CATERING SERVICES	\$ 56,500.00	\$ 1,565.00	\$ 12,000.00	\$ 2,774.00	\$ 3,000.00	\$ 360.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
501-00-00-4400 INTEREST INCOME	\$ 25,000.00	\$ 19,431.56	\$ 20,000.00	\$ 22,065.24	\$ 15,000.00	\$ 34,576.93	\$ 85,000.00	\$ 145,500.60	\$ 115,000.00	\$ 67,122.70
501-00-00-4460 DMO ADMIN SERVICES	\$ 12,312.00	\$ 16,554.00	\$ 16,554.00	\$ 16,554.00	\$ 16,554.00	\$ 11,499.50	\$ 11,040.00	\$ 10,120.00	\$ 15,000.00	\$ 5,520.00
501-00-00-4509 GENERAL DONATIONS							\$ 40,000.00	\$ 58,800.00		
501-00-00-4514 MISCELLANEOUS INCOME		\$ 500.00						\$ 4,008.19		\$ -
501-00-00-4522 WORKERS COMP INSURANCE REIMB										
501-00-00-4701 TRANS IN - GENERAL FUND										
501-00-00-4703 TRANS IN - ELECTRIC										
<b>Revenue Total:</b>	<b>\$ 2,468,212.00</b>	<b>\$ 2,179,842.63</b>	<b>\$ 2,421,685.00</b>	<b>\$ 3,485,740.69</b>	<b>\$ 3,449,554.00</b>	<b>\$ 3,825,382.73</b>	<b>\$ 3,659,040.00</b>	<b>\$ 4,047,005.03</b>	<b>\$ 3,908,000.00</b>	<b>\$ 1,911,110.11</b>
<b>Expenditures</b>										
<b>Division: 75 - Convention Center</b>										
501-85-75-5101 OPERATIONAL SALARIES	\$ 201,914.00	\$ 170,238.38				\$ 225.26	\$ 208,789.00	\$ 194,437.25	\$ 321,399.40	\$ 147,916.48
501-85-75-5116 LONGEVITY	\$ 780.00	\$ 642.00					\$ 1,626.00	\$ 1,468.25	\$ 2,500.00	\$ 1,930.00
501-85-75-5117 OVERTIME	\$ -	\$ 10,627.68						\$ 18,255.91	\$ 15,000.00	\$ 10,560.70
501-85-75-5150 SOCIAL SECURITY	\$ 15,575.00	\$ 13,836.75				\$ 17.23	\$ 15,974.00	\$ 16,217.09	\$ 24,600.00	\$ 12,214.95
501-85-75-5151 RETIREMENT	\$ 23,513.00	\$ 21,168.37				\$ 90.88	\$ 26,324.00	\$ 28,603.45	\$ 44,800.00	\$ 23,258.00
501-85-75-5155 GROUP INSURANCE	\$ 35,711.00	\$ 25,307.00				\$ 46.19	\$ 35,409.00	\$ 29,962.80	\$ 46,875.60	\$ 23,434.97
501-85-75-5156 WORKERS COMPENSATION	\$ 3,375.00	\$ 3,672.23						\$ 2,548.94	\$ 9,202.00	\$ 806.66
501-85-75-5159 RETIREE BENEFITS										
501-85-75-5201 SUPPLIES	\$ 18,500.00	\$ 18,982.41	\$ 18,500.00	\$ 14,417.71	\$ 10,500.00	\$ 10,240.97	\$ 16,500.00	\$ 15,464.06	\$ 15,000.00	\$ 6,868.99
501-85-75-5203 POSTAGE	\$ 1,400.00	\$ 186.45	\$ 1,000.00	\$ 252.00	\$ 100.00		\$ 100.00	\$ 204.00	\$ 100.00	\$ 100.00
501-85-75-5206 OFFICE EQUIPMENT	\$ 700.00	\$ -	\$ 700.00							\$ 500.00
501-85-75-5207 COMPUTER EQUIP	\$ 1,500.00		\$ 4,400.00	\$ 4,019.20	\$ 500.00		\$ 500.00	\$ 434.30	\$ 500.00	
501-85-75-5217 JANITORIAL SUPPLIES	\$ 12,500.00	\$ 564.44	\$ 9,000.00	\$ 3,328.79	\$ 6,500.00	\$ 3,899.95	\$ 6,200.00	\$ 6,305.30	\$ 14,000.00	\$ 1,154.54
501-85-75-5222 EQUIPMENT	\$ 25,000.00	\$ 12,545.10	\$ 21,000.00	\$ 19,448.59	\$ 12,000.00	\$ 6,660.56	\$ 17,500.00	\$ 19,021.43	\$ 12,000.00	\$ 931.40
501-85-75-5228 SMALL TOOLS	\$ 500.00		\$ 500.00	\$ 387.85	\$ 500.00		\$ 500.00	\$ 497.40	\$ 500.00	
501-85-75-5240 FUEL	\$ 150.00	\$ 273.52	\$ 150.00	\$ 175.72	\$ 200.00		\$ 200.00	\$ 235.16	\$ 200.00	\$ 98.26
501-85-75-5320 EQUIPMENT MAINT	\$ 3,500.00	\$ 4,354.99	\$ 6,300.00	\$ 7,089.13	\$ 630.00	\$ 4,957.30	\$ 6,300.00	\$ 5,855.88	\$ 6,300.00	\$ 3,628.39
501-85-75-5340 VEHICLE MAINT	\$ 150.00	\$ 438.36	\$ 150.00	\$ 2.00	\$ 150.00	\$ 244.40	\$ 1,450.00	\$ 1,297.62	\$ 200.00	
501-85-75-5345 BUILDING MAINT	\$ 18,000.00	\$ 5,545.25	\$ 19,500.00	\$ 18,889.60	\$ 36,000.00	\$ 31,397.24	\$ 24,500.00	\$ 24,486.20	\$ 20,000.00	\$ 6,044.81
501-85-75-5346 GROUNDS MAINT	\$ 16,000.00	\$ 6,027.27	\$ 19,500.00	\$ 14,019.54	\$ 16,000.00	\$ 13,189.58	\$ 17,000.00	\$ 16,218.84	\$ 23,000.00	\$ 5,145.85
501-85-75-5401 COMMUNICATIONS	\$ 37,000.00	\$ 22,108.74	\$ 37,000.00	\$ 20,833.12	\$ 24,000.00	\$ 12,065.96	\$ 24,000.00	\$ 12,385.00	\$ 24,000.00	\$ 2,192.50
501-85-75-5403 UTILITIES	\$ 26,838.00	\$ 25,228.80	\$ 23,100.00	\$ 29,600.38	\$ 23,100.00	\$ 31,444.21	\$ 23,100.00	\$ 28,920.23	\$ 23,100.00	\$ 16,369.63
501-85-75-5505 PROFESSIONAL SERVICES	\$ 31,750.00	\$ 22,991.00	\$ 34,250.00	\$ 19,600.00	\$ 28,000.00	\$ 25,307.00	\$ 29,000.00	\$ 27,409.94	\$ 35,000.00	\$ 8,308.71
501-85-75-5507 CREDIT CARD PROCESSING	\$ 1,000.00	\$ 1,225.10	\$ 1,000.00	\$ 3,192.67	\$ 3,500.00	\$ 2,828.21	\$ 2,200.00	\$ 1,639.80		\$ 1,462.68
501-85-75-5515 UNIFORMS	\$ 700.00	\$ 545.06	\$ 700.00	\$ 948.05	\$ 500.00	\$ 1,015.51	\$ 1,300.00	\$ 1,228.39	\$ 800.00	\$ 259.51
501-85-75-5525 LEGAL										
501-85-75-5540 PROPERTY/LIABILITY INS	\$ 6,000.00	\$ 6,505.72	\$ 6,000.00	\$ 6,874.56	\$ 6,500.00	\$ 8,072.48	\$ 6,500.00	\$ 8,205.58	\$ 6,500.00	\$ 3,253.44
501-85-75-5560 ADMIN SUPPORT	\$ 87,663.00	\$ 87,663.00	\$ 257,798.00	\$ 257,798.04	\$ 361,972.00	\$ 361,971.96	\$ 215,083.00	\$ 215,082.96	\$ 218,236.00	\$ 90,931.65
501-85-75-5561 CLIENT CONTRACTED EXP	\$ 10,000.00		\$ 10,000.00							
501-85-75-5570 EQUIPMENT RENTAL	\$ 6,500.00		\$ 6,500.00	\$ 3,954.52	\$ 3,500.00	\$ 3,952.54	\$ 7,500.00	\$ 836.17	\$ 7,500.00	\$ 1,163.28
501-85-75-5601 ADVERTISING	\$ 25,000.00	\$ 13,387.81	\$ 25,000.00	\$ 17,272.34	\$ 16,500.00	\$ 14,148.43	\$ 10,000.00	\$ 11,466.01	\$ 16,500.00	\$ 4,152.42
501-85-75-5605 TRAVEL & TRAINING	\$ 4,000.00	\$ 1,915.23	\$ 4,000.00	\$ 3,889.61	\$ 4,000.00	\$ 3,131.45	\$ 8,000.00	\$ 5,402.45	\$ 6,000.00	\$ 592.69
501-85-75-5606 CAR ALLOWANCE										
501-85-75-5615 DUES & SUBSCRIPTIONS	\$ 2,600.00	\$ 2,668.34	\$ 2,600.00	\$ 2,000.90	\$ 2,000.00	\$ 1,575.00	\$ 2,000.00	\$ 1,944.40	\$ 2,000.00	\$ 1,242.10
501-85-75-5900 CONTINGENCY										
501-85-75-6010 EQUIPMENT	\$ -	\$ 19,922.99								
<b>Division: 75 - Convention Center Total:</b>	<b>\$ 617,819.00</b>	<b>\$ 498,571.99</b>	<b>\$ 508,648.00</b>	<b>\$ 447,994.32</b>	<b>\$ 562,322.00</b>	<b>\$ 536,482.31</b>	<b>\$ 707,555.00</b>	<b>\$ 696,034.81</b>	<b>\$ 896,313.00</b>	<b>\$ 373,922.61</b>





# STAFF REPORT

**MEETING DATE:** April 8, 2025

**TITLE:**

Consider and act on the second reading of Ordinance No. 2025-34, for a Zoning Concept Scheme request to rezone the project site from P5 Core to Planned Development District (“PDD”) with a base district of P5 Core, for the area described as being 43.112 +/- acres out of the Nancy Blakey Survey, Abstract 98, located at 540 W SH 71 Bastrop, TX 78602, within the city limits of Bastrop, Texas. This parcel is also referred to as the Nixon Tract.

**AGENDA ITEM SUBMITTED BY:**

Andres Rosales, Assistant City Manager

**ITEM DETAILS:**

Site Address:	540 W Highway 71, Bastrop TX
Total Acreage:	43.112 acres
Acreage Rezoned:	43.112 acres
Legal Description:	43.112 acres out of the No. 98 Nancy Blakey Survey

Property Owner:	Deborah Kay Dixon
Agent Contact:	Sara Boza / Pharis Design

Existing Use:	Vacant/Undeveloped
Existing Zoning:	P5 Core
Proposed Zoning:	Planned Development District, P5 Core Base Zoning
Character District:	Meadows
Future Land Use:	General Commercial, Transitional Residential, and Residential Neighborhood

**BACKGROUND/HISTORY:**

On March 25, 2025, the City Council approved the first reading of Ordinance No. 2025-34, adding the requirement for a Traffic Impact Analysis to be completed before platting. This requirement has been added to the ordinance language as well as to the Nixon PDD document.

The applicant has applied for a Zoning Concept Scheme for the Nixon Tract (Attachment 2). The proposal is to place a Planned Development District (PDD) with a P5 Core base zoning to appropriately incorporate a mixed-use community that offers a variety of housing types, commercial and retail and enhance the connectivity in the city.

The existing land use is classified as P5-Core. However, the future land use map calls for “General Commercial”, “transitional residential” and “Neighborhood Residential” as defined below.

Place Type 5 – Core is defined in the code as:

“Higher density mixture of Building Types that accommodate commercial, retail, offices, row houses, and apartments. It has a tight network of Streets, with wide sidewalks, steady Street Tree plantings, and buildings set close to the sidewalks. P5 is a highly walkable area. A continuous line of buildings is critical to define the Public Frontage and allow for visible activity along the Street edge.”

Infrastructure	Available (Y/N)	Proposed
Water	Y	Line Extensions
Wastewater	Y	Line Extensions
Drainage	Y	Detention pond
Transportation	Y	Extensions of public streets
Parks and Open Space	Y	Park

Drainage

Drainage will be managed by each section individually; the pre and post development will remain the same. A drainage plan will be submitted and reviewed by the City Engineer prior to Final Plat approval.

Utilities

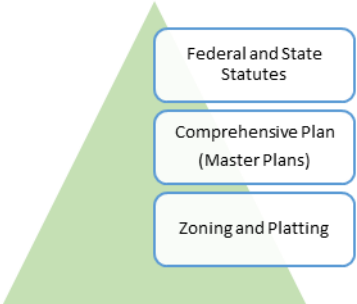
Wastewater and water service (domestic and fire) will be provided by the City of Bastrop via line extensions, exact locations to be determined prior to platting. These lines will be designed according to the City’s construction standards, as well as the Texas Commission on Environmental Quality’s (TCEQ) requirements.

Electric service provided by Bluebonnet Electric.

Gas will be provided by Center Point Energy.

Traffic Impact and Streets

This zoning concept plan was designed in order to maximize pedestrian and vehicular circulation within the development. There will be public streets that connect the property to Agnes Street and Orchard Parkway. The developer will construct the southern portion of the Orchard Parkway extension, extending the 60’ public right of way from Agnes Street to the southern property boundary of the PDD site. A traffic impact analysis is not required at this time.



Texas Local Government Code

Sec. 211.006. PROCEDURES GOVERNING ADOPTION OF ZONING REGULATIONS AND DISTRICT BOUNDARIES. (a) The governing body of a municipality wishing to exercise the authority relating to zoning regulations and zoning district boundaries shall establish procedures for adopting and enforcing the regulations and boundaries. A regulation or boundary is not effective until after a public hearing on the matter at which parties in interest and citizens have an opportunity to be heard. Before the 15th day before the date of the hearing, notice of the time and place of the hearing must be published in an official newspaper or a newspaper of general circulation in the municipality.

*Zoning Change signs were visibly placed in front of the property and notice were sent to property owners within 500 feet of the property boundary.*

(b) In addition to the notice required by Subsection (a), a general-law municipality that does not have a zoning commission shall give notice of a proposed change in a zoning classification to each property owner who would be entitled to notice under Section 211.007(c) if the municipality had a zoning commission. That notice must be given in the same manner as required for notice to property owners under Section 211.007(c). The governing body may not adopt the proposed change until after the 30th day after the date the notice required by this subsection is given.

*N/A. Bastrop is not a general-law municipality.*

(c) If the governing body of a home-rule municipality conducts a hearing under Subsection (a), the governing body may, by a two-thirds vote, prescribe the type of notice to be given of the time and place of the public hearing. Notice requirements prescribed under this subsection are in addition to the publication of notice required by Subsection (a).

*The public meeting was noticed in the newspaper on 02/26/2025, Zoning Change signs were visibly placed in front of the property on 03/04/2025 and notice was sent to property owners within 600 feet of the property boundary on 02/28/2025. Notice of the meeting was posted at least 72 hours in advance.*

(d) If a proposed change to a regulation or boundary is protested in accordance with this subsection, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths of all members of the governing body. The protest must be written and signed by the owners of at least 20 percent of either:

- (1) the area of the lots or land covered by the proposed change; or

(2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.

(e) In computing the percentage of land area under Subsection (d), the area of streets and alleys shall be included.

*At the time of this report, no protest has been received.*

(f) The governing body by ordinance may provide that the affirmative vote of at least three-fourths of all its members is required to overrule a recommendation of the municipality's zoning commission that a proposed change to a regulation or boundary be denied.

*If the Planning & Zoning Commission recommends denial of the zoning request, the City Council must have a minimum vote of three-fourths majority to approve the zoning request.*

Compliance with 2036 Comprehensive Plan:

The Future Land Use Plan shows this area as Transitional Residential, General Commercial and Neighborhood Residential:

The Transitional Residential character area is for lands to be developed with higher densities and a variety of housing types. The character area supports high density single-family detached, single-family attached (duplexes, triplexes, townhouses) and multifamily (apartments), and institutional residential uses such as nursing homes and assisted living facilities. Variation in form, scale, and density is allowed but appropriate transitions must be provided between land uses. In some cases, Transitional Residential uses may be included as part of a larger planned development within areas otherwise designated as Neighborhood Residential. Like, Transitional Residential character areas may also include associated amenities such as parks, trails, open spaces, and public uses such as schools, fire stations, and more.

*Representative land uses that are appropriate in Transitional Residential include multifamily apartments which are proposed within the Nixon Tract.*

The General Commercial character area supports local and regional businesses that rely on heavy traffic volumes and the visibility that is associated with being located near major roadways. General Commercial developments typically involve varying development intensities, from smaller locally owned shops to big box retailers. These areas are predominantly auto-oriented, with large accessory parking areas. While General Commercial development will continue to be auto-oriented, improved street-side and parking lot landscaping, buffers, appropriately designed and scaled signage, bicycle and pedestrian accommodations, higher quality building materials, and access management techniques (e.g., limited access points and inter-parcel connectivity) will help to improve overall development quality and appearance.

*Representative land uses that are appropriate in General Commercial include food service, general retail sales, medical and health care facilities, personal services establishments, and professional offices.*

The Neighborhood Residential character area is for single-family residential subdivision development, associated amenities such as parks, trails, open spaces, and public uses such as schools, fire stations, and more. Although individual developments may exhibit common features including home size, lot size, setbacks, impervious surface coverage, etc., the character area supports variations of these spatial and aesthetics characteristics, subject to appropriate transitions in form, scale and density between blocks or adjacent developments. In some instances, transitions between developments and adjacent character area may include higher density housing types or neighborhood oriented commercial uses of limited scale.

*Representative land uses that are appropriate in Neighborhood Residential include Single-family detached dwellings, Elementary and secondary schools, parks and playgrounds, places of worship, play fields, public safety and emergency services facilities and trails.*

**FISCAL IMPACT:**

None

**PLANNING AND ZONING COMMISSION:**

The proposed Nixon PDD was presented to the Planning and Zoning Commission on Thursday, March 13, 2025. The Planning and Zoning Commission recommended approval of the proposed PDD with an amendment that a Traffic Impact Analysis is required with a vote of 7 to 1.

**RECOMMENDATION:**

Consider and act on the second reading of Ordinance No. 2025-34, for a Zoning Concept Scheme request to rezone the project site from P5 Core to Planned Development District (“PDD”) with a base district of P5 Core, for the area described as being 43.112 +/- acres out of the Nancy Blakey Survey, Abstract 98, located at 540 W SH 71 Bastrop, TX 78602, within the city limits of Bastrop, Texas.

**ATTACHMENTS:**

- Ordinance No. 2025-34
- Exhibit A – Nixon PDD Draft Ordinance
- Exhibit B – Location Map

**ORDINANCE NO. 2025-34**

**AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, APPROVING THE ZONING CONCEPT SCHEME REQUEST TO REZONE THE PROJECT SITE FROM P5 CORE TO PLANNED DEVELOPMENT DISTRICT (“PDD”) WITH A BASE DISTRICT OF P5 CORE, FOR THE AREA DESCRIBED AS BEING 43.112 +/- ACRES OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT 98, MORE COMMONLY KNOWN AS THE NIXON TRACT; AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE, AND MEETING.**

**WHEREAS**, pursuant to Texas Local Government Code Section 51.001, the City Council of the City of Bastrop has general authority to amend an ordinance that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

**WHEREAS**, pursuant to Texas Local Government Code Chapters 211, 212, 214, and 217 the City Council of the City of Bastrop has general authority to regulate planning, zoning, subdivisions, trees, and the construction of buildings; and

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

**WHEREAS**, on October 11, 2024, the Pharis Design Firm submitted a request for a zoning concept scheme to rezone the project site from P5 Core to Planned Development District (PDD) with a base district of P5 core; and

**WHEREAS**, the City Staff reviewed the request for the Zoning Concept Scheme and finds it to be justifiable based upon the Future Land Use designation for this property is General Commercial, which allows a wide range of commercial and retail uses, Transitional Residential which allows for high density development with a variety of housing types and Neighborhood Residential which allows single-family residential associated with amenities; and

**WHEREAS**, the City of Bastrop Planning and Zoning Commission held a public hearing on March 13, 2025 and made a recommendation to approve this proposed PDD ordinance with an amendment to add the requirement of a Traffic Impact Analysis with a vote 7-1; and

**WHEREAS**, the City Council has reviewed this request for zoning, and finds the request

to be reasonable and proper under the circumstances. The City Council requests a Traffic Impact Analysis be conducted prior to platting.

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

**Section 1. Findings of Fact.** The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

**Section 2.** The property, 43.112 acres out of the Nancy Blakey Survey, Abstract 98 is rezoned from P5 Core to a PDD with a base district of P5 Core, and a Zoning Concept Scheme is established, located at 540 W SH 71, within the City Limits of Bastrop, Texas as more particularly known as the Nixon Tract as shown in Exhibit A.

**Section 3. Severability.** If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.

**Section 4. Codification.** The City Secretary is hereby directed to record and publish the attached rules, regulations, and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

**Section 5. Repeal.** This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.

**Section 6. Effective Date.** This Ordinance shall be effective immediately upon passage and publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.

**Section 7. Proper Notice and Meeting.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

Signature page to follow



**READ & ACKNOWLEDGED** on First Reading on this the 25<sup>th</sup> day of March 2025.

**READ & ADOPTED** on Second Reading on this the 8<sup>th</sup> day of April 2025.

**APPROVED:**

*by:* \_\_\_\_\_  
John Kirkland, Mayor Pro-Tem

**ATTEST:**

\_\_\_\_\_  
City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

# Nixon PDD

## City of Bastrop, Texas Planned District Development (PDD)

April 4, 2025

**Applicant:** Deborah Dixon  
Independent Executor of the Estate of John Alan Nixon, deceased  
801 El Alhambra Cr., NW  
Los Ranchos, New Mexico 87107  
ddixon@dkdengineeringinc.com

**Prepared by:** Pharis Design, LJA Engineering  
2525 S Lamar Blvd  
Unit 3  
Austin, TX 78704

## ARTICLE I. GENERAL PROVISIONS

### 1.1 Property

- A. The Nixon tract, otherwise referred to as the Nixon PDD, is located in Southeast Bastrop at the intersection of Agnes Street and the State Highway 71 frontage road. The PDD consists of 43.112 acres described in Exhibit A. Property Legal Description, herein defined as “Property.” The Property, abutting State Highway 71, is wholly located within the city limits of the City of Bastrop.
- B. The Property shall maintain its Place Type P5 Core base zoning designation. A Planned District Development (PDD) overlay shall be established to allow for maximum development flexibility. The Nixon PDD may include commercial, multi-family, and mixed residential land uses.
- C. This PDD ordinance shall take effect upon passage and in accordance with the laws of the State of Texas.

### 1.2 Purpose

- A. The purpose and intent of this PDD zoning district is to develop a horizontally integrated mixed-use community that may incorporate commercial, multi-family, and mixed residential land uses. This PDD serves to augment and/or modify the standards for development outlined in the City of Bastrop Building Block (B3) form-based unified development code (“Code”) to implement the vision for the Property and ensure a cohesive, quality development not otherwise feasible solely through the underlying base zoning district.
- B. The zoning and associated design criteria standards in this PDD ordinance will facilitate land development that fulfills the intended uses and goals identified in both the City’s latest Comprehensive Plan (2016 – 2036), adopted in December 2016, for the Transitional Residential and General Commercial Bastrop Character Areas highlighted in the plan’s Future Land Use Map, as well as in the City of Bastrop Building Block (B3) Code for the Place Type P5 Core zoning district, adopted in November 2019 and updated in August 2023, and will promote the following list of purposes.
  - 1. Develop with higher densities and a variety of housing types. *[Transitional Residential District Intent, City of Bastrop Comprehensive Plan, 2016]*
  - 2. Support local and regional businesses that rely on heavy traffic volumes and the visibility that is associated with being located near major roadways. *[General Commercial District Intent, City of Bastrop Comprehensive Plan, 2016]*
  - 3. Provide a greater diversity of housing options in Bastrop. *[Goal 4.1. Housing and Neighborhoods, City of Bastrop Comprehensive Plan, 2016]*

- 4. Enhance east-west connectivity in Bastrop, prioritize pedestrian and bicycling connectivity, and incorporate Complete Streets principles in the design and construction of roadway projects. *[Goals 6.2 and 6.8, Transportation, City of Bastrop Comprehensive Plan, 2016]*
- 5. Enhance and maintain pedestrian safety through well-designed streets, sidewalks, crosswalks, and traffic control devices. Provide increased opportunities for public interaction and recreation. *[Goal 6. Trails and Recreation, City of Bastrop Comprehensive Plan, 2021]*
- 6. Establish a highly walkable area marked by a higher density mixture of building types that accommodate commercial, retail, offices, row houses, and apartments, including a tight network of streets with wide sidewalks and steady street tree plantings. *[Place Type P5 Intent, City of Bastrop Building Block (B3) Code, 2023]*

### 1.3 Zoning

- A. The Property is designated Place Type P5 Core base zoning with a PDD overlay, and shall be developed in accordance with Bastrop Code, Exhibit B. PDD Schematic Framework Plan, and this agreement.
  - 1. The Property’s Base Zoning District: Place Type P5 Core
- B. Except as otherwise provided in this PDD, the Property and PDD shall be governed by the City of Bastrop Building Block (B3) form-based unified development code (“Code”) in effect as of the approval date of this PDD ordinance. In the case that this PDD does not address a specific City requirement, the Bastrop Code noted above shall apply. In the event of a conflict between the regulations of this PDD and the regulations of the base zoning district, the PDD shall control.

### 1.4 Modifications

- A. It is recognized that changes may be made to the development plans for the Property. As a result, Minor Modifications may be made to this agreement, including the PDD Master Plan, by the Developer and the City’s Director of Planning and Development without action of the City of Bastrop City Council or the Planning & Zoning Commission. Minor Modifications may be approved administratively and in writing by the City’s Director of Planning and Development. Such minor modifications shall include, but are not limited to:
  - 1. Modifications in land use from what is shown in Exhibit B. PDD Schematic Framework Plan that do not result in an increase in the overall density of the development of the Property.
  - 2. Modifications to street and driveway alignments, parking layouts, and pedestrian and trail connectivity alignments, which do not (a) eliminate a roadway connection to an adjacent Property or, (b) materially or adversely affect traffic patterns.
  - 3. Modifications to utility alignments and drainage ways.

- 4. Modifications to lot layouts, lot sizes, building footprints and locations, building and unit sizes, or building elevations and other adjustments that do not result in an increase in the overall density of the development of the Property.
  
- B. All other changes to this agreement and/or Exhibit B. PDD Schematic Framework Plan that are not considered Minor Modifications, shall be considered a Major Modification and shall be approved as an amendment to this PDD with recommendation by the City of Bastrop Planning & Zoning Commission and final approval by the City Council.
  
- C. Minor Modifications to this agreement and/or Exhibit B. PDD Schematic Framework Plan allowed by this PDD ordinance shall not be deemed as changes to the Project under Chapter 245 of the Texas Local Government Code. All Major Modifications to this agreement and/or Exhibit B. PDD Schematic Framework Plan shall be deemed as changes to the Project under Chapter 245 of the Texas Local Government Code, and the provisions of the Bastrop Code and all other applicable laws and regulations in effect at the time of such Major Modifications shall apply unless the City agrees otherwise. Approval of this PDD ordinance does not constitute plat or site plan approval, and all development related approvals required by the City of Bastrop Code are still required.

## ARTICLE II. PDD MASTER PLAN

### 2.1 Land Use Plan

- A. Two PDD Master Plans have been attached to this PDD, Exhibit B. PDD Schematic Framework Plan and Exhibit C. PDD Schematic Master Plan, to illustrate the design intent and overall community vision for the Property. The design of the community is not final and is subject to refinement during the platting and site planning stages. This PDD does not constitute a plat or site plan approval of the attached plan.
  
- B. Multi-family and mixed residential land uses will be located throughout the Property, as illustrated in Exhibit B. PDD Schematic Framework Plan. This area will offer diverse housing opportunities for the City of Bastrop.
  
- C. Commercial land uses may be located only within the areas delineated as Optional Commercial, as illustrated in Exhibit B. PDD Schematic Framework Plan. This area will offer general commercial, retail, office, and similar services to the region and surrounding neighborhoods within this area of the City.

### 2.2 Zoning Districts

- A. The PDD consists of two land use districts, illustrated in Exhibit B. PDD Schematic Framework Plan, which include:
  - 1. PD-MU – Mixed-Use District of 14.8 acres, approximately 34% of the PDD site.

2. PD-MR – Mixed-Use Residential District of 25.0 acres, approximately 58% of the PDD site.

B. Public right-of-way, consisting of portions of both the Agnes Street and Orchard Parkway expansions, comprising 3.3 acres or 8% of the Property, are not included in the PDD land use districts.

**2.3 PDD District Development Standards**

A. The PDD District development standards shall comply with the standards established in Table A.1 below. The zoning ordinance standards should be amended as follows.

<b>Table A.1 PDD District Development Standards</b>		
<b>Land Use District</b>	<b>PD-MU</b>	<b>PD-MR</b>
<b>Land Use</b>	<p><b>Mixed-Use</b>  <u>Multi-Family:</u> Apartment &amp; residential amenities  <u>*Commercial:</u> General Commercial, Retail &amp; Services, Restaurant, Office, Professional, Educational &amp; Institutional  <u>Open Space:</u> Green, Square, Plaza, Playground, &amp; Pocket Parks</p>	<p><b>Mixed-Use Residential</b>  <u>Mixed Residential:</u> Apartment, Rowhouse, Cluster Housing, Sideyard, Courtyard, &amp; Edgeyard House, &amp; residential amenities  <u>*Commercial:</u> General Commercial Retail &amp; Services, Restaurant, Office, Professional, Educational &amp; Institutional  <u>Open Space:</u> Green, Square, Plaza, Playground, &amp; Pocket Parks</p>
<b>Min. Lot Area</b>	15,000 SF	12,000 SF
<b>Min. Lot Width</b>	100'	100'
<b>Min. Lot Depth</b>	110'	110'
<b>Min. Dwelling Unit Size</b>	Apartment: 650 SF	Apartment: 650 SF Mixed Residential: 1,100 SF
<b>Min. Front Yard Setback</b>	10'	10'
<b>Min. Interior Side Yard Setback</b>	5'	5'
<b>Min. Street Side Yard Setback</b>	10'	10'
<b>Min. Rear Yard Setback</b>	15'	15'
<b>Max. Building Height</b>	5 stories	Apartment/ Commercial: 5 stories Single-Family: 3 stories
<b>Max. Impervious Cover</b>	70%	70%
<b>Min. Gross Density</b>	20 units/acre	5 units/acre
<b>**Max. Gross Density</b>	25 units/acre	25 units/acre
<b>Min. Open Space</b>	3.5 acres	4.5 acres

\* See Commercial Land Use notes in sections 2.3(B)(2)(i) and 2.3(C)(2)(i) below.

\*\* See Maximum Density notes in sections 2.3(B)(1)(iii) and 2.3(C)(1)(iii) below.

B. The PD-MU Mixed-Use District may contain:

- 1. Multi-Family land uses including Apartment and residential amenities.
  - i. Multi-family land uses may be located anywhere within the PD-MU District boundaries.
  - ii. The minimum gross density allowed within the District shall be twenty dwelling units per acre (20 du/acre).
  - iii. The maximum gross density allowed within the District shall be twenty-five dwelling units per acre (25 du/acre). The maximum allowed number of dwelling units is 370 units.
- 2. Commercial land uses appropriate for high-traffic and/or high-density residential environments including but not limited to General Commercial, Retail and Services, Restaurant, Office, Professional, and Educational and Institutional uses.
  - i. Commercial land uses may only be located within the PD-MU District area delineated as Optional Commercial illustrated in Exhibit B. PDD Schematic Framework Plan.
- 3. Open Space including Green, Square, Plaza, Playground, and Pocket Parks.
  - i. Open Space uses may be located anywhere within the PD-MU District boundaries.

C. The PD-MR Mixed-Use Residential District may contain:

- 1. Mixed-Residential land uses including Apartment, Rowhouse, Cluster Housing, Sideyard House, Courtyard House, Edgeyard House, and residential amenities.
  - i. Mixed-Residential land uses may be located anywhere within the PD-MR District boundaries.
  - ii. The minimum gross density allowed within the District shall be five dwelling units per acre (5 du/acre).
  - iii. The maximum gross density allowed within the District shall be twenty-five dwelling units per acre (25 du/acre). The maximum allowed number of dwelling units is 200 units.
- 2. Commercial land uses appropriate for high-traffic and/or high-density residential environments including but not limited to General Commercial, Retail and Services, Restaurant, Office, Professional, and Educational and Institutional uses.
  - i. Commercial land uses may only be located within the PD-MR District area delineated as Optional Commercial illustrated in Exhibit B. PDD Schematic Framework Plan.
- 3. Open Space including Green, Square, Plaza, Playground, and Pocket Parks.
  - i. Open Space uses may be located anywhere within the PD-MR District boundaries.

D. The allowable and prohibited land uses within each PDD District shall comply with the standards established in Table A.2 below. Land Uses not already defined in the City of Bastrop B3 Code are defined in the following section, Section 2.3E. The zoning ordinance standards should be amended as follows.

<b>Table A.2 PDD District Land Use Standards</b>			
<b>PD-MU</b>		<b>PD-MR</b>	
<b>Allowed</b>	<b>Prohibited</b>	<b>Allowed</b>	<b>Prohibited</b>
<b>Civic Space</b>			
Green	Park	Green	Park
Commercial Place		Commercial Place	
Square		Square	
Plaza		Plaza	
Playground		Playground	
Pocket park		Pocket Park	
Court		Court	
Close		Close	
<b>Building Types: Rearyard</b>			
Apartment		Apartment	
Commercial	Rowhouse	Rowhouse	
		Commercial	
<b>Building Types: Sideyard</b>			
	Sideyard	Sideyard	
<b>Building Types: Courtyard</b>			
Courtyard Apartment	Courtyard House	Courtyard Apartment	
		Courtyard House	
<b>Building Types: Edgeyard</b>			
	Ranch House, Villa	Ranch House, Villa	
	House	House	
	Duplex	Duplex	
	Triplex, Fourplex	Triplex, Fourplex	
<b>Building Types: Miscellaneous Residential</b>			
	Cluster Housing	Cluster Housing	
<b>Commercial Uses</b>			
General Commercial		General Commercial	
Office		Office	
Institutional		Institutional	



- E. Land uses not already defined in the City of Bastrop B3 Code are defined below.
  - 1. Cluster Housing: Detached horizontal residential condominium.
  - 2. General Commercial: Low intensity general commercial and retail, neighborhood-scale shopping, hotels, restaurants, and service facilities for the retail sale of goods and services.
  - 3. Office: Low intensity flex office and professional service uses.
  - 4. Institutional: Low intensity civic, education, and research facilities.
  
- F. The allowable building encroachment types throughout the Property applicable to both the PD-MU and PD-MR Districts includes the following.
  - 1. Porch, Dooryard, Terrace, Stoop, Lightwell, Gallery, and Arcade.
  
- G. Other Property Development Standard applicable to both the PD-MU and PD-MR Districts include the following.
  - 1. The maximum block length shall be no more than 600 feet.
  - 2. Maximum perimeter block length requirements are not applicable.
  - 3. Private Realm Development Standards of the Place Type P5 zoning district do not apply to the following land uses: Apartments and Cluster Housing.
  
- H. Private, common area residential amenity elements will be provided for the enjoyment of residents within this PDD in both the PD-MU and PD-MR Districts. Residential amenity elements may include, but are not limited to, the items from the list below.
  - 1. Swimming pool
  - 2. Fenced dog park
  - 3. Picnic area with tables and grills
  - 4. Private fitness facility
  - 5. Sports courts
  - 6. Business center
  - 7. Open play lawn
  - 8. Kitchen available for resident use
  - 9. Social room available for resident use
  - 10. All ages playground
  - 11. Other amenities approved by the City’s Director of Planning and Development

**2.4 Streets, Circulation, Access, and Parking**

- A. The street types allowed and prohibited within the PDD Property are established in Table A.3 below. The zoning ordinance standards should be amended as follows.

Table A.3 PDD Property Street Types	
Allowed	Prohibited
Neighborhood Street I	
Neighborhood Street II	
Boulevard	
Avenue	
Connector	
Commercial Street I	
Commercial Street II	
Court Street	
Slip Street	
Park Drive	
Boardwalk	
Pedestrian Street	
Alley	

- B. Agnes Street and the Orchard Parkway Expansion will be considered public streets to be maintained in perpetuity by the City of Bastrop. Refer to Article III Sections 3.2A and 3.3A for additional information.
- C. The Developer may utilize private drives or streets throughout the Property. Development of the Property’s drives and/or streets shall generally follow the private drive sections illustrated in Exhibits F through H of this PDD, and have the following general design criteria. All drives and/or streets shall comply with fire access requirements per the International Fire Code 2018 and the City of Bastrop Code. Final drive and/or street locations and alignments must be approved through site plan submittal.
- D. A Traffic Impact Analysis (TIA) shall be provided by the Developer at the time of platting.

**2.5 Parkland Dedication**

- A. The Developer shall dedicate a minimum of three (3) acres of contiguous green space to the City of Bastrop to meet minimum parkland dedication requirements. Parkland to be dedicated to the City is illustrated in Exhibit D. PDD Parkland Dedication Overlay. Parkland to be dedicated will comply with the following minimum standards.
  - 1. A minimum of one (1) acre will be dedicated for each one hundred (100) single-family units planned for the Property. A minimum of one (1) acre will be dedicated for each two hundred (200) multi-family units planned for the Property. If both residential land uses are planned for the Property, the parkland to be dedicated will be calculated appropriately as stated above.

2. Parkland to be dedicated to the City shall not include planned detention pond areas or be constrained by 100-year floodplain.
  3. Parkland to be dedicated shall contain a minimum of one hundred feet (100') of public right-of-way frontage and be easily accessible by vehicular and pedestrian traffic.
  4. Final locations and extent of parkland to be dedicated to the City of Bastrop shall be finalized and agreed upon by all parties at the time of platting.
- B. At the time of dedication, the Developer may propose constructing park improvements in lieu of the payment of a Park Enrichment Fee. A cost estimate of the proposed park improvements shall be submitted to the City's Director of the Parks and Recreation Department for approval prior to construction.
1. Park improvements include but are not limited to sport courts, playgrounds, picnic areas, park furniture, utility connections, trail networks, street trees and landscaping.
- C. Parkland to be dedicated to the City of Bastrop shall be developed, programmed, and maintained in perpetuity by the City of Bastrop.

**2.6 Detention Ponds**

- A. Detention ponds shall be sized based on the ultimate maximum impervious cover that is built on site, provided the maximum impervious cover shall be no more than 70%.
- B. The Developer shall establish a five-year maintenance bond at the time of platting to provide the City of Bastrop fiscal surety on the off chance the Developer is unable to maintain on-site detention ponds. The amount of the maintenance bond shall equal the cost of constructing detention improvements. An opinion of probable cost (OPC) estimate provided by a licensed civil engineer shall suffice to calculate the amount of the maintenance bond. A cost estimate of the proposed detention improvements shall be submitted to the City for approval prior to construction and formal establishment of the maintenance bond.

**ARTICLE III. MISCELLANEOUS PROVISIONS**

**3.1 Other Development Standard Restrictions**

- A. Other development regulations and restrictions may be established in supplementary Property documents, including but not limited to Design Guidelines and Covenants, Conditions, and Restrictions (CCRs). Supplementary development regulation documents will include provisions for limiting building plan elevations, building street setbacks, building exterior selections, and uniform standards for landscaping. In the event of a conflict between these supplementary regulations and this PDD, the PDD shall control.

**3.2 Orchard Parkway Extension**

- A. The Developer will honor previously agreed obligations to develop and construct the southern portion of the Orchard Parkway Extension, extending the sixty-foot-wide (60') public right-of-way from Agnes Street to the southern Property boundary of the PDD site, to be maintained in perpetuity by the City of Bastrop. The construction of the southern portion of the Orchard Parkway Extension will be in lieu of Developer fees related to the Property's Traffic Impact Fees.

**3.3 Agnes Street Curb Cuts and Utility Tie-Ins**

- A. The Developer will coordinate closely with the City of Bastrop in regard to Agnes Street construction plans. All Developer impacts to Agnes Street will be paid for by the Developer. Otherwise, all other Agnes Street construction, improvements, and maintenance shall be the responsibility of the City of Bastrop.

**3.4 Management Associations**

- A. The Developer, or its successors, shall be responsible for all Property management and ongoing maintenance of private uses, land, amenities, transportation and access corridors, and utilities.
- B. The onsite Property management will provide general maintenance for all on-site, privately maintained community signage, lighting, walls, medians, common area open spaces, landscaping, irrigation, drainage improvements, private yards, buffers, pedestrian corridors, walls and/or fences, amenities, and detention pond areas.

**3.5 Project Phasing**

- A. The development of the Property is dependent on many factors, including market conditions, and therefore, development of the Property is not required within any specific timeframe.

## LIST OF EXHIBITS

**Exhibit A. Property Legal Description**

**Exhibit B. PDD Schematic Framework Plan**

**Exhibit C. PDD Schematic Master Plan**

**Exhibit D. PDD Parkland Dedication Overlay**

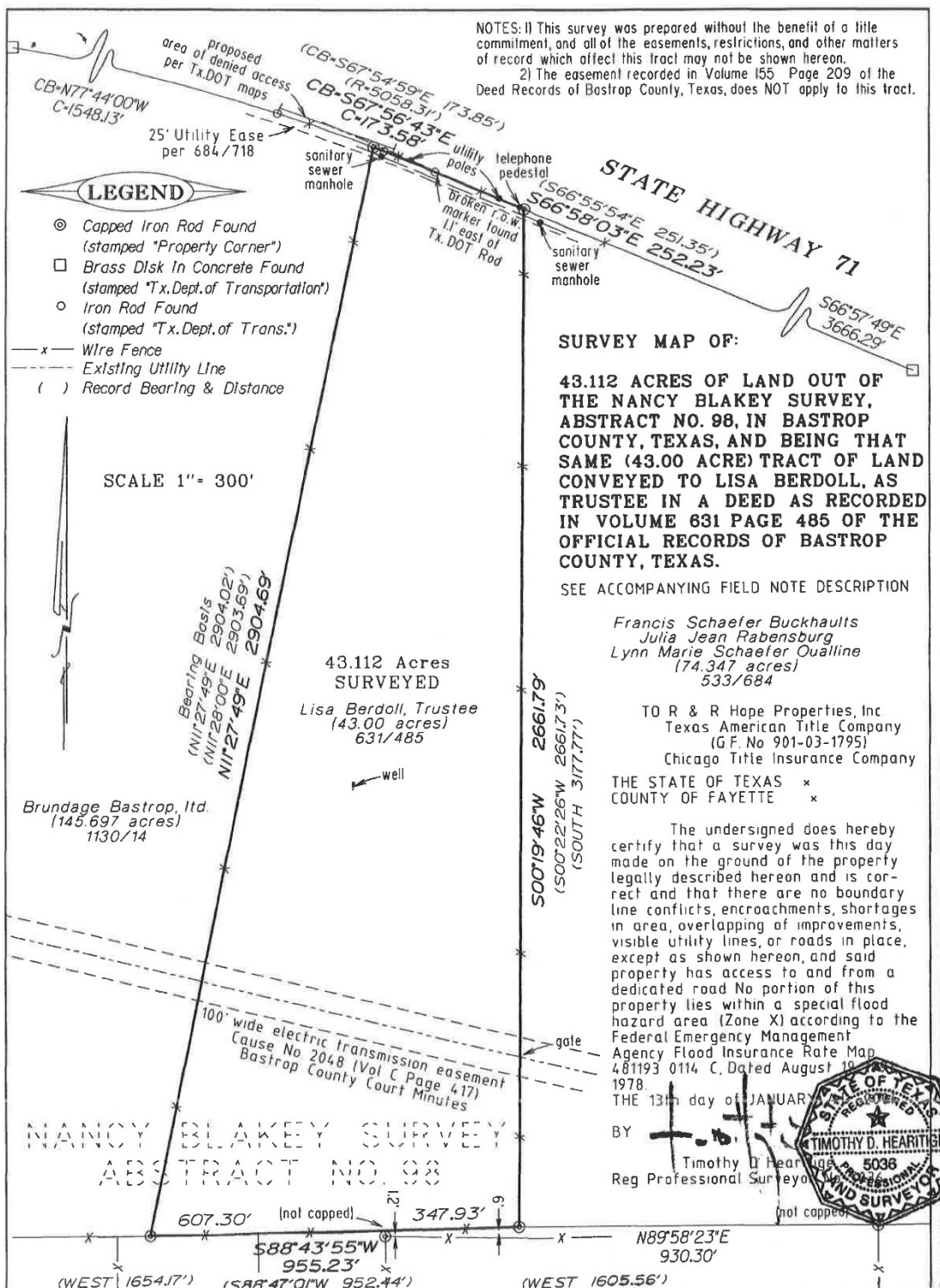
**Exhibit E. PDD Lot Layout Overlay**

**Exhibit F. Access Private Drive Section**

**Exhibit G. Mixed Residential Private Drive Section**

**Exhibit H. One-Way Private Drive Section**

### Exhibit A Property Legal Description





127 West Point Loop  
West Point, Texas 78963

Licensed State Land Surveyor  
Phone (979)242-3485

January 15, 2004

**FIELD NOTE DESCRIPTION OF 43.112 ACRES OF LAND OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, IN BASTROP COUNTY, TEXAS, AND BEING THAT SAME (43.00 ACRE) TRACT OF LAND CONVEYED TO LISA BERDOLL IN A DEED AS RECORDED IN VOLUME 631 PAGE 485 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a capped iron rod found (stamped "property corner") at the southeast corner of that certain (43.00 acre) tract of land conveyed to Lisa Berdoll, as trustee, in a deed as recorded in Volume 631 Page 485 of the Official Records of Bastrop County, Texas, and being at the southwest corner of that certain (74.347 acre) tract of land conveyed to Francis Schaefer Buckhaults, et. al. In a deed as recorded in Volume 533 Page 684 of the Official Records of Bastrop County, Texas, and being along the north line of that certain (94.00 acre) tract of land conveyed to Jo Ann Griesenbeck Cantrell in a deed as recorded in Volume 445 Page 684 of the Official Records of Bastrop County, Texas, and being for the most southeasterly corner of the tract herein described,

**THENCE**, with a fence along the south line of the Berdoll tract, **S 88 deg. 43' 55" W 955.23 feet** to a capped iron rod found (stamped "property corner") at the southeast corner of that certain (145.697 acre) tract of land conveyed to Brundage Bastrop, Ltd. in a deed as recorded in Volume 1130 Page 14 of the Official Records of Bastrop County, Texas, and being for the most southwesterly corner of this tract,

**THENCE**, with the common line between the Berdoll tract and the Brundage tract, **N 11 deg. 27' 49" E 2904.69 feet** to a capped iron rod found (stamped "property corner") in the southwesterly right-of-way line of State Highway 71, being at the most northwesterly corner of this tract, and from which a brass disk in concrete (stamped "Texas Department of Transportation") bears **N 77 deg. 44' 00" W 1548.13 feet**,

**THENCE**, with said right-of-way line, along a curve to the right, having a radius of 5058.31 feet, and a chord which bears **S 67 deg. 56' 43" E 173.58 feet** to a capped iron rod found (stamped "Tx. Dept. of Trans."), and **S 66 deg. 58' 03" E 252.23 feet** to a capped iron rod found (stamped "property corner"), being at the most northwesterly corner of the Buckhaults tract, and also being for the most northeasterly corner of this tract, and from which another brass disk in concrete (stamped "Texas Department of Transportation") bears **S 66 deg. 57' 49" E 3666.29 feet**,

**THENCE**, leaving said right-of-way line, and with the common line between the Berdoll tract and the Buckhaults **S 00 deg. 19' 46" W 2661.79 feet** to the **PLACE OF BEGINNING**, in all containing **43.112 acres** of land.

SURVEYED: January 13, 2004

BY:

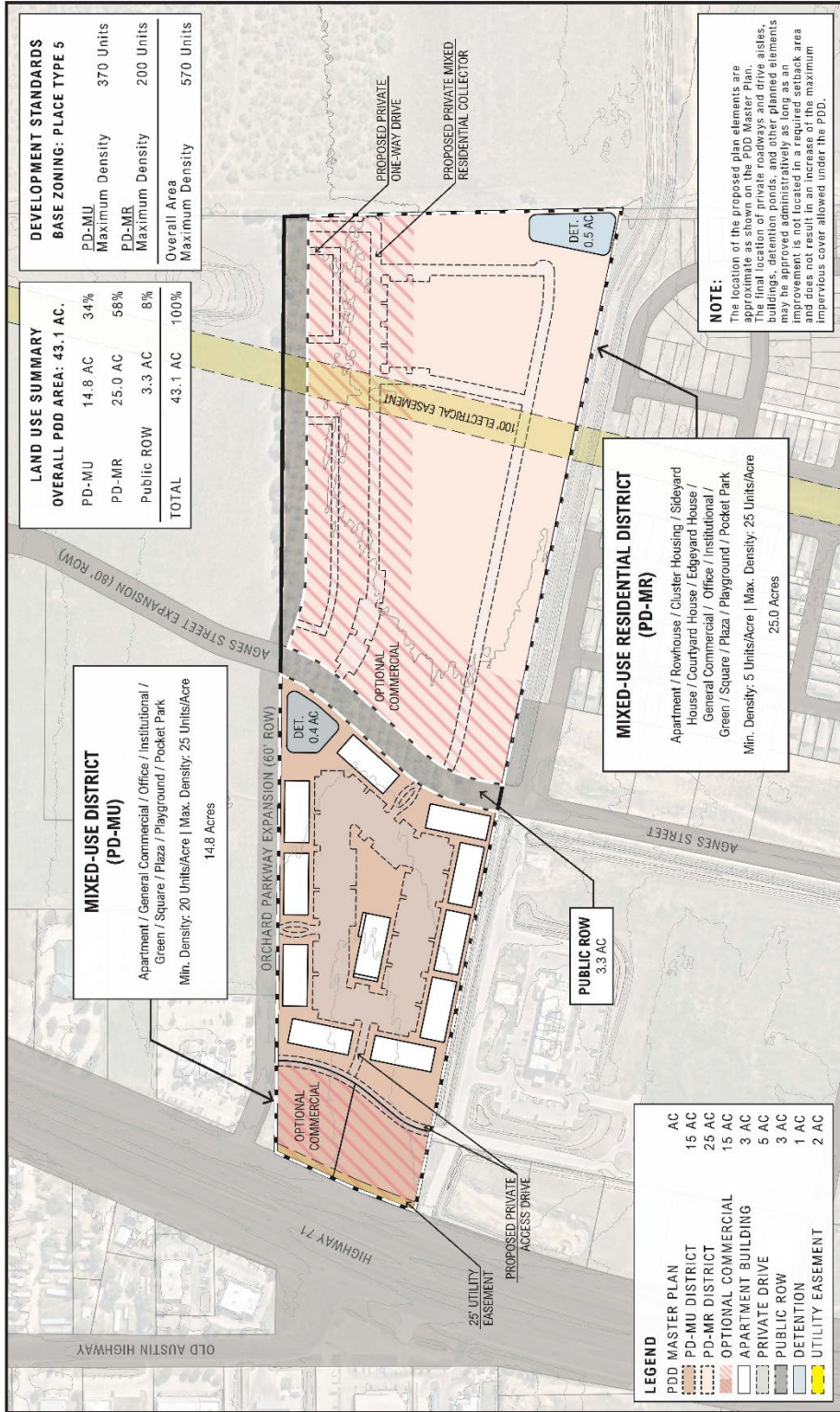
*[Handwritten signature]*  
Timothy D. Hearitige

Registered Professional Land Surveyor



see accompanying map no. C 117124

## Exhibit B PDD Schematic Framework Plan

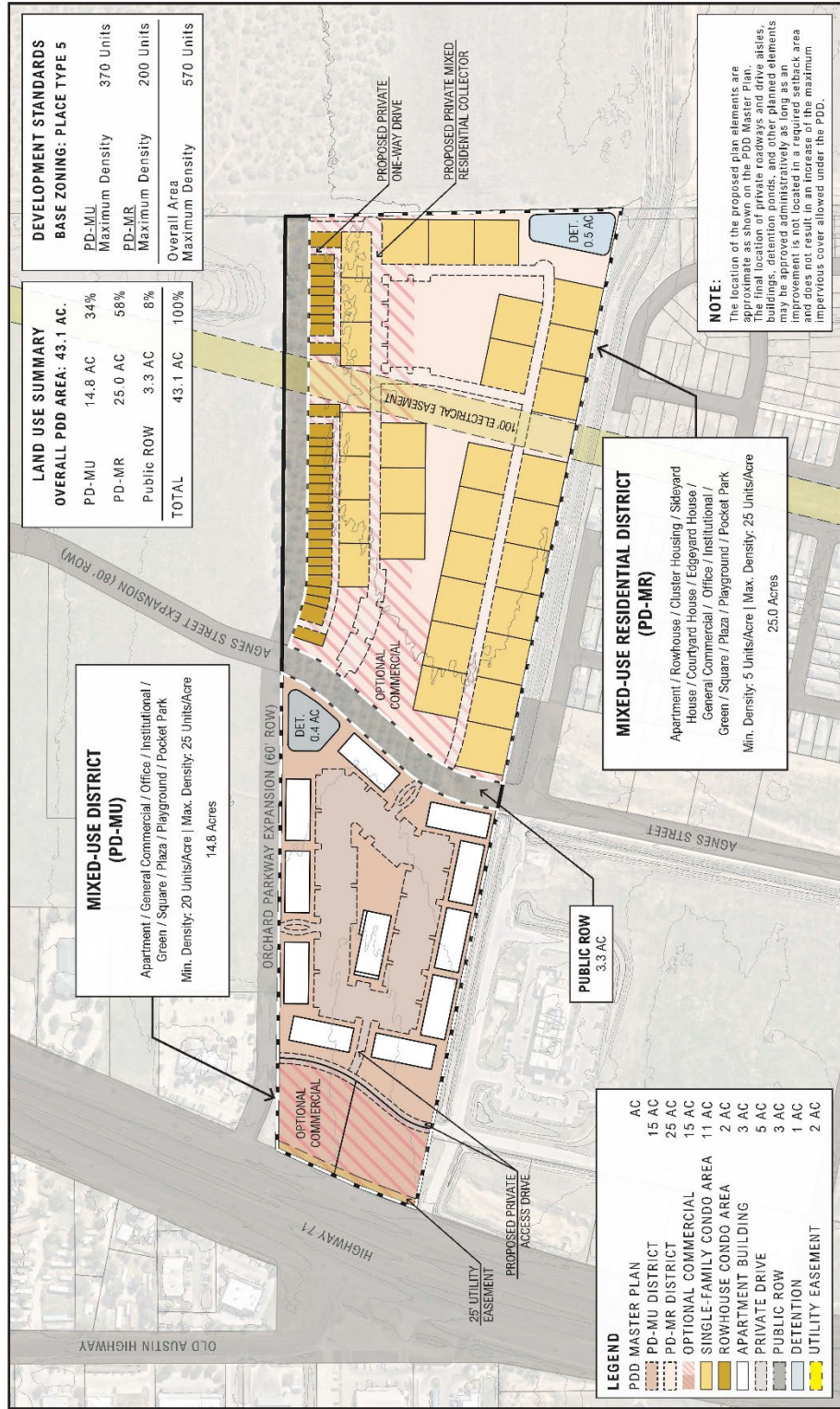


NIXON PDD  
SCHEMATIC FRAMEWORK PLAN  
MARCH 17, 2025

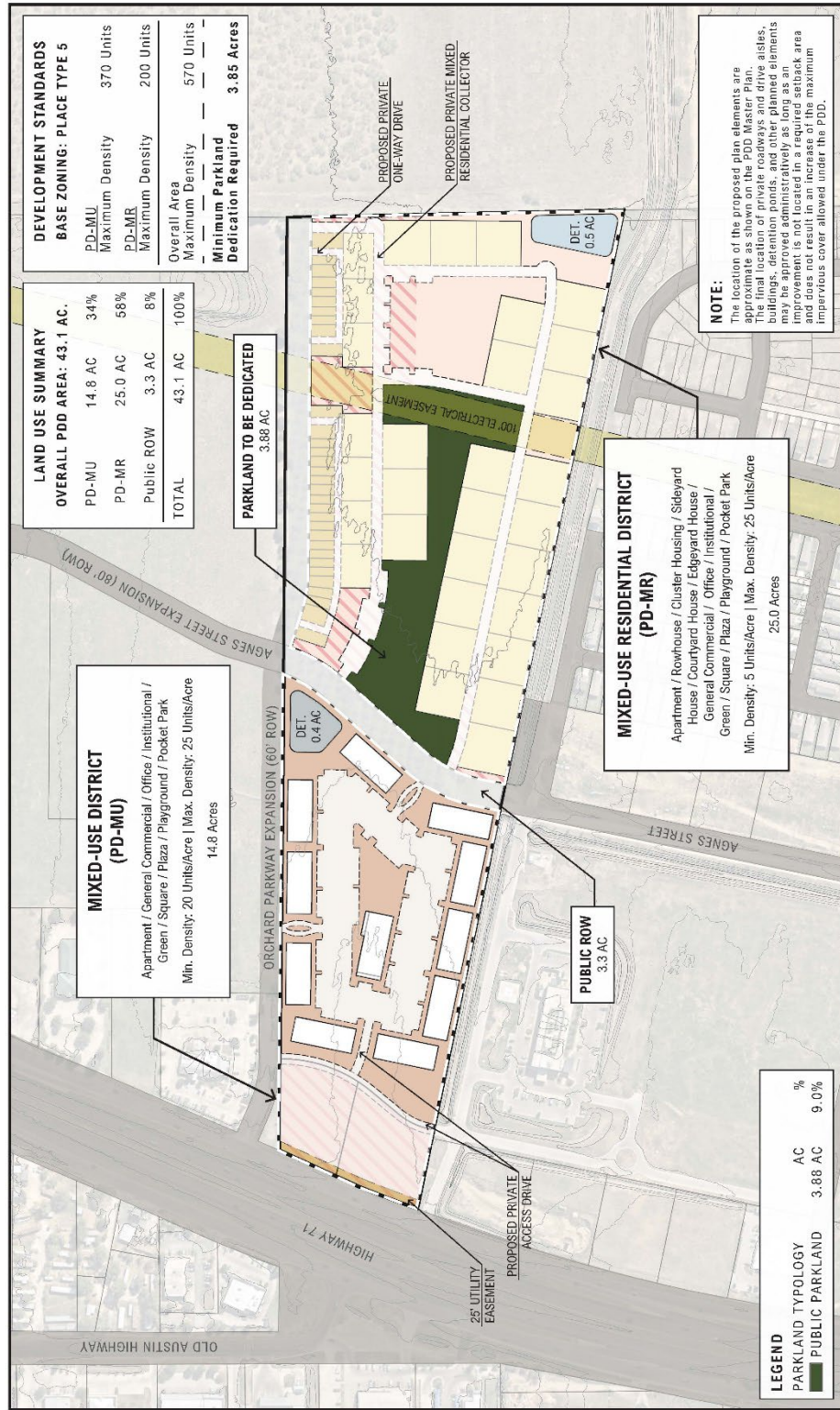




## Exhibit C PDD Schematic Master Plan



## Exhibit D PDD Parkland Dedication Overlay



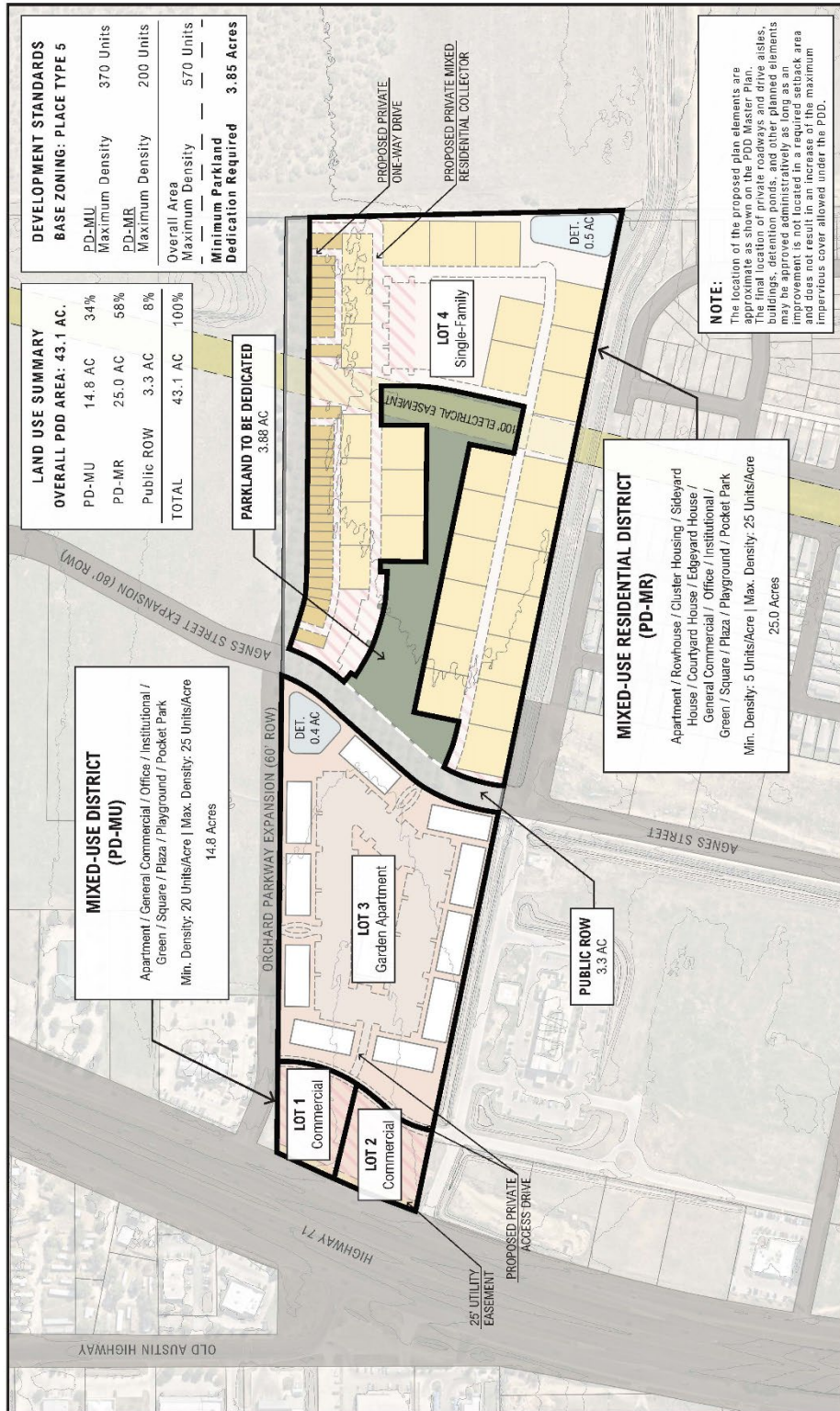
PHARIS DESIGN  
PLANNING | LANDSCAPE ARCHITECTURE

NIXON PDD  
PARKLAND DEDICATION OVERLAY  
MARCH 17, 2025





## Exhibit E PDD Lot Layout Overlay

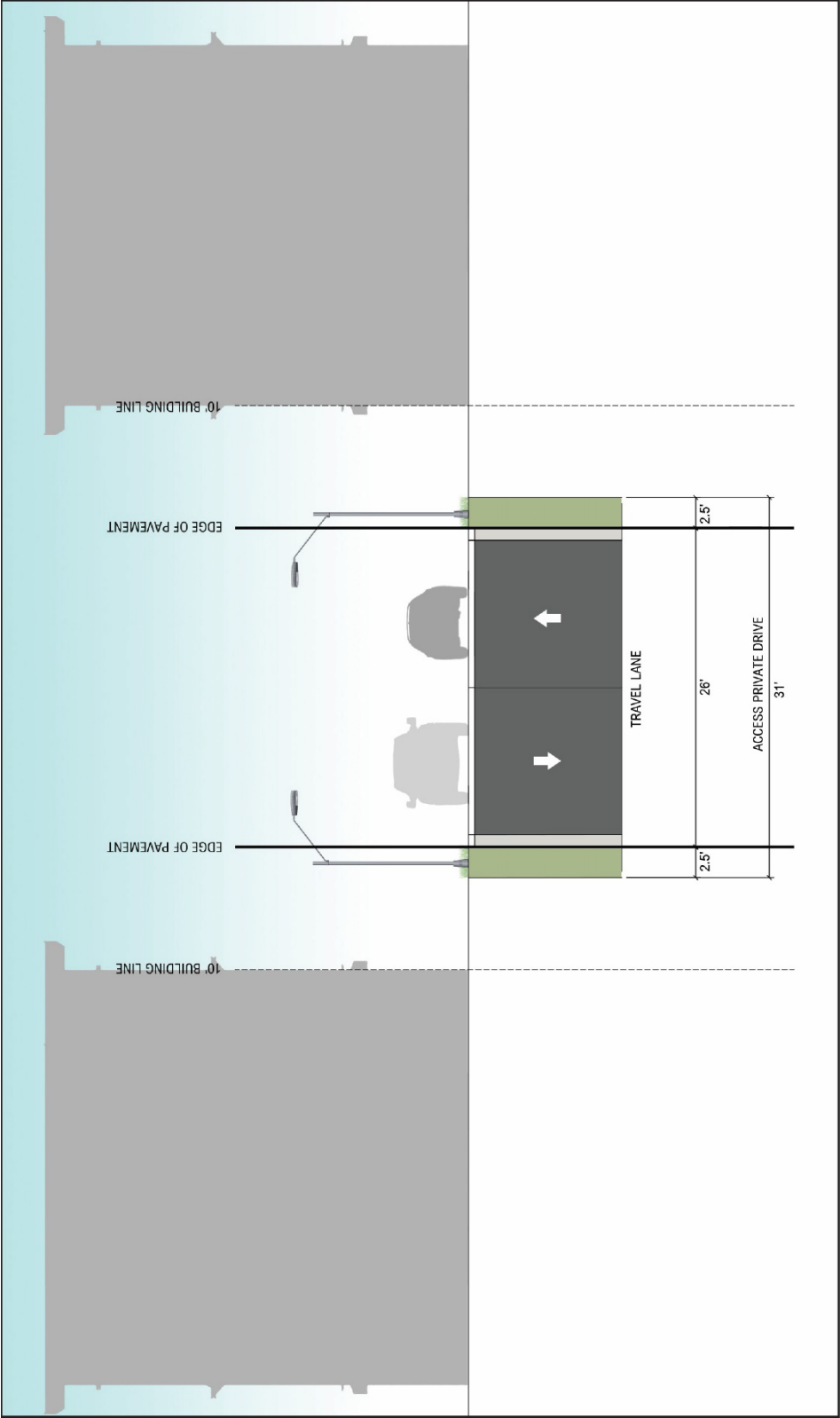


NIXON PDD  
LOT LAYOUT OVERLAY  
MARCH 17, 2025



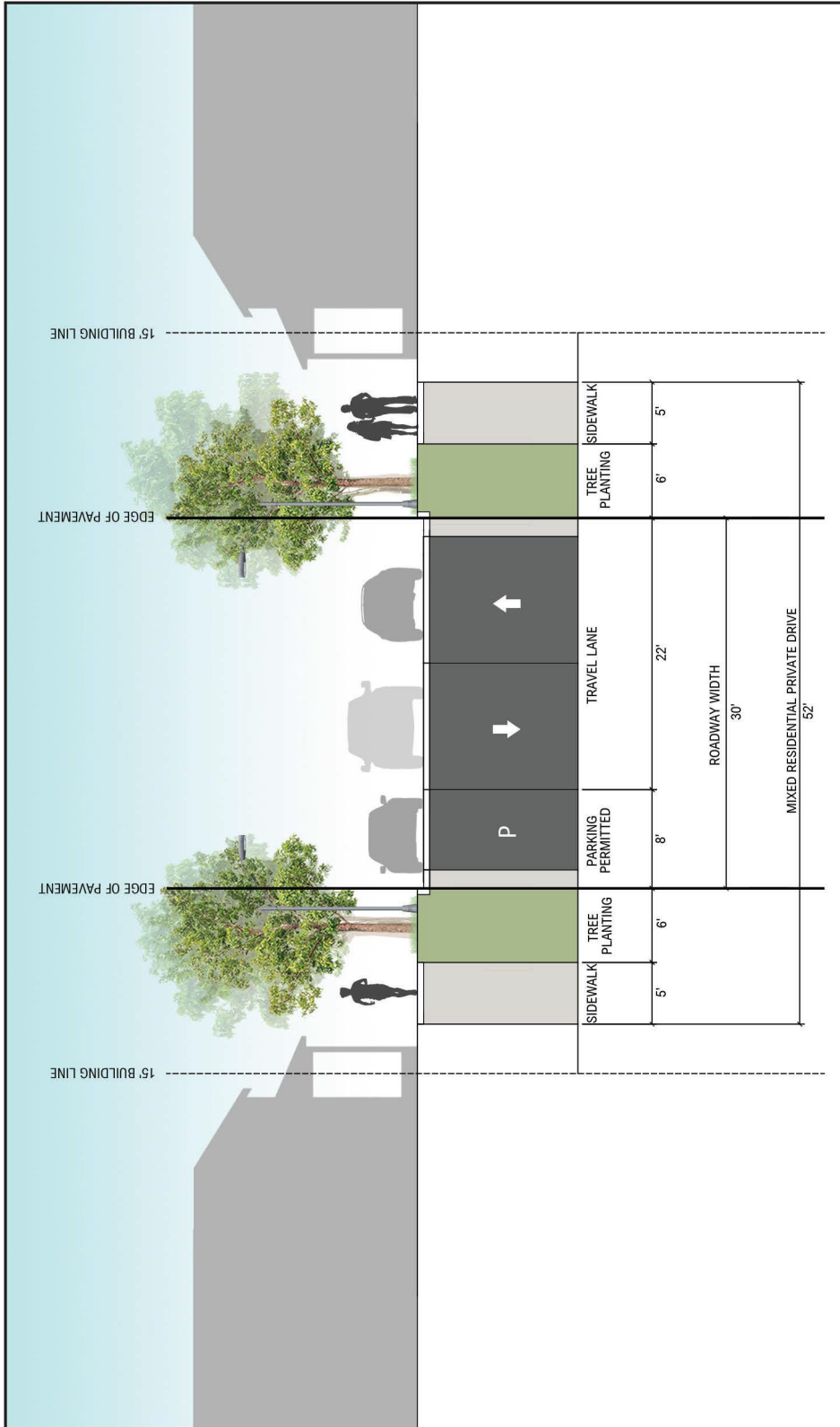
PHARIS DESIGN  
PLANNING | LANDSCAPE ARCHITECTURE

### Exhibit F Access Private Drive Section



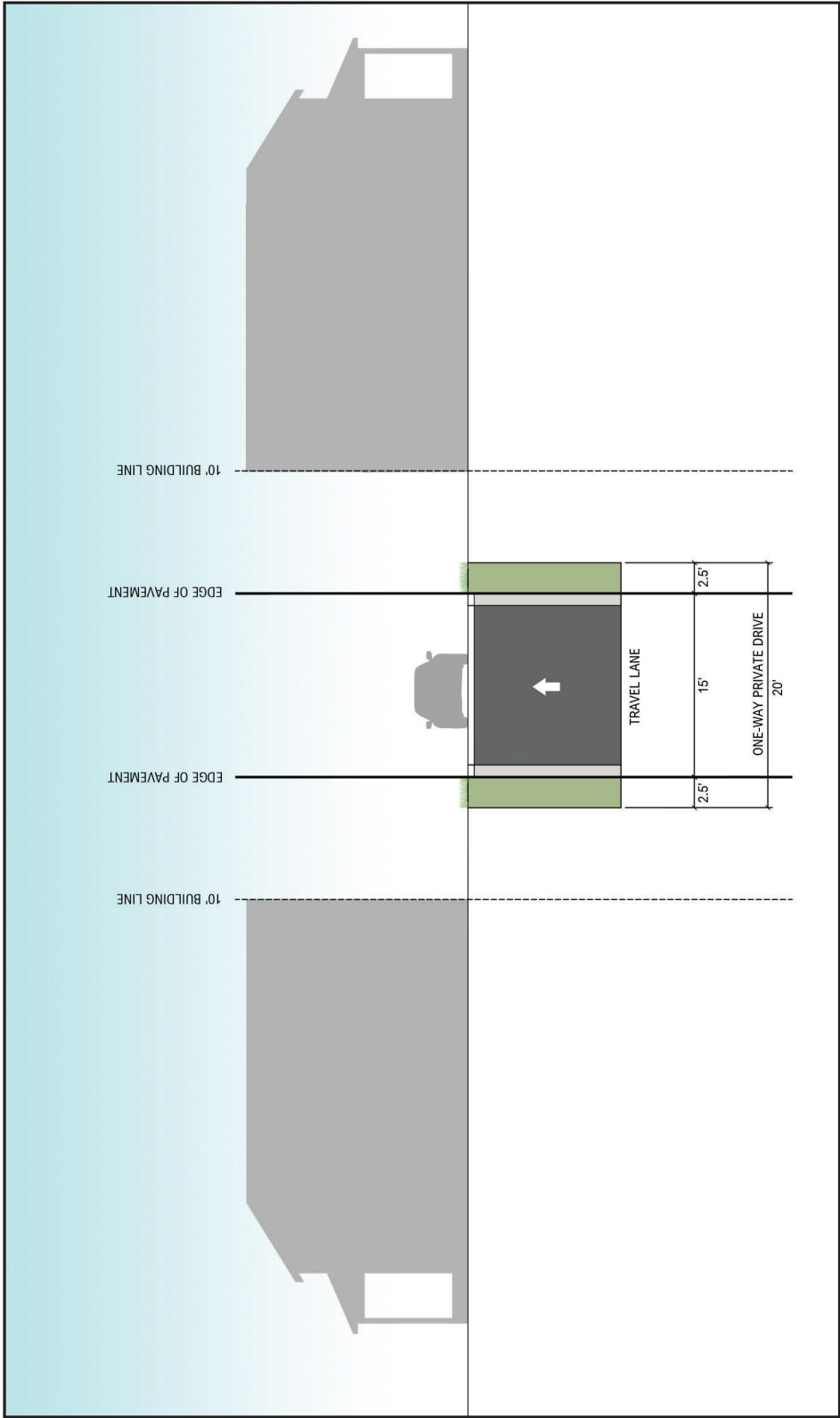


### Exhibit G Mixed Residential Private Drive Section



NIXON PDD  
52' MIXED RESIDENTIAL PRIVATE DRIVE  
OCTOBER 9, 2024

### Exhibit H One-Way Private Drive Section



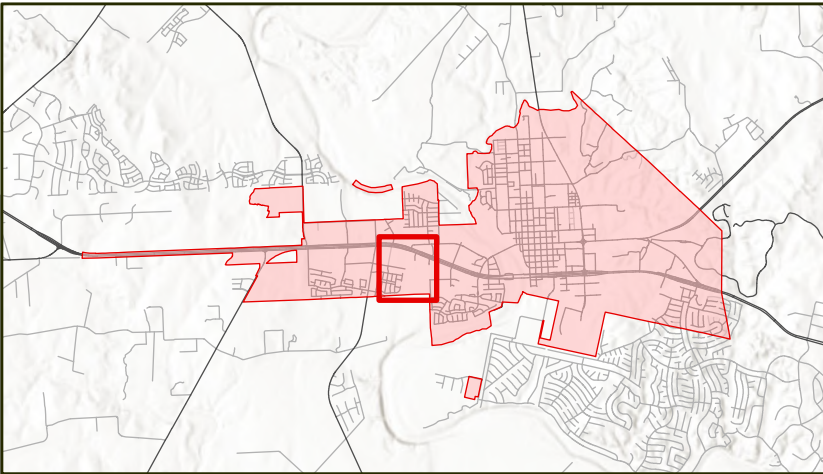
NIXON PDD  
20' ONE-WAY PRIVATE DRIVE  
OCTOBER 9, 2024





# Attachment 1 Location Map

## Rezone PID 72237



10/23/2024

0 250 500 750 1,000 ft



Scale 1:6,000

The City of Bastrop, Texas makes no warranties regarding the accuracy or completeness of the information used to compose this map or the data from which it was produced. The map does not purport to depict the boundaries between private and public lands. This map is general in nature and is not suitable for navigational purposes.





# STAFF REPORT

**MEETING DATE:** April 8, 2025

**TITLE:**

Consider and act on the second reading of Ordinance No. 2025-37, amending the Bastrop Code of Ordinances Chapter 13 - Utilities, Article 13.02 Water and Wastewater Rates and Charges, Section 13.02.003 Sewer Connection and Tapping Fees, by enacting Section 13.02.003 (b)(1-13).

**AGENDA ITEM SUBMITTED BY:**

Vivianna Nicole Andres, Assistant to the City Manager

**BACKGROUND/HISTORY:**

The City Manager, Sylvia Carrillo-Trevino, requested that the staff bring forward an ordinance to create a process that will allow the City to assess a LUE Reservation Fee for developments interested in reserving utility capacity in our wastewater system. Implementing such a policy will empower the City to plan adequately ahead and ensure we have the utility capacity available to meet the area's development needs. Finally, this policy will ensure that when evaluating available capacity for future developments, we only consider developments that are genuinely committed to moving forward.

**POLICY EXPLANATION:**

As part of the toolbox available to the City to ensure the development occurring within the city's jurisdiction is fiscally sustainable, the City may adopt language into the Code of Ordinances that allows the City to assess an LUE Reservation Fee for developments that desire to reserve capacity in our system. Implementing this language into the Code of Ordinances will give the City the ability to ensure we are protecting one of our most vital assets, our wastewater collection system capacity, by requiring developments to pay a fee to guarantee we have the capacity to serve the development at the time of building permit. Also, TCEQ has rules that state that when flow measurements at a sewage treatment plant reach 75% of permitted capacity for three consecutive months, the City must start engineering and financial planning for upgrading or expanding the wastewater treatment plant. Further, if the average daily or annual average flow reaches 90% of the permitted average daily flow for three consecutive months, the city must obtain authorization from TCEQ to start plant construction. Enacting this policy will put the city in a position to be proactive regarding any capital improvements it may need to consider to continue to serve developments with wastewater per TCEQ requirements.

**RECOMMENDATION:**

Take action on the second reading of Ordinance No. 2025-37, amending the Bastrop Code of Ordinances Chapter 13 - Utilities, Article 13.02 Water and Wastewater Rates and Charges, Section 13.02.003 Sewer Connection and Tapping Fees, by enacting Section 13.02.003 (b)(1-13).

**ATTACHMENTS:**

- Ordinance No. 2025-37
- Exhibit A: Chapter 13, Article 13.02, Section 13.02.003 (b)(1-13)

**CITY OF BASTROP, TX  
ORDINANCE NO. 2025-37**

**AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AMENDING THE BASTROP CODE OF ORDINANCES CHAPTER 13 - UTILITIES, ARTICLE 13.02 WATER AND WASTEWATER RATES AND CHARGES, SECTION 13.02.003 SEWER CONNECTION AND TAPPING FEES, BY ENACTING SECTION 13.02.003 (B), AS ATTACHED IN EXHIBIT A; AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE AND MEETING.**

**WHEREAS,** pursuant to Texas Local Government Code Section 51.001, the City Council of the City of Bastrop (City Council) has general authority to adopt an Ordinance or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

**WHEREAS,** the City of Bastrop does not currently have a regulation to reserve wastewater capacity; and

**WHEREAS,** the City of Bastrop staff has considered the supply and demand of wastewater capacity needed to accommodate future growth in and around the City of Bastrop; and

**WHEREAS,** the City Council has determined the need for providing a tool that allows developers to secure utilities for residential and commercial demands exist; and

**WHEREAS,** the City Council has determined that adopting wastewater capacity reservation regulations in order to ensure the public health and promote growth and development is in the best interest of the City.

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

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

**Section 2: Amendment to Article 13.02 Water and Wastewater Rates and Charges, Section 13.02.003 Sewer Connection And Tapping Fee:** The City of Bastrop Code of Ordinances Chapter 13 is hereby amended, and after such amendment, shall read in accordance with Exhibit A which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code, and any struck-through text shall be deleted from the Code, as shown in Exhibit A.

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

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

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

**Section 6: Effective Date:** This Ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the Charter, Code of Ordinances, and the laws of the State of Texas.

**Section 7: Proper Notice & Meeting:** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**READ & ACKNOWLEDGED** on First Reading by the City Council of the City of Bastrop, on this, the 25<sup>th</sup> day of March 2025.

**PASSED & APPROVED** on Second Reading by the City Council of the City of Bastrop, on this, the 8<sup>th</sup> day of April 2025.

Signature page to follow

**APPROVED:**

by: \_\_\_\_\_  
John Kirkland, Mayor Pro-Tem

**ATTEST:**

\_\_\_\_\_  
City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

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**City of Bastrop**  
**Code of Ordinances Chapter 13**  
**ARTICLE 13.02 Water and Wastewater Rates and Charges**

SEC. 13.02.003 Sewer connection and tapping fees.

- (a) Sewer connection or tapping fees shall be as provided for in section A13.02.003 of the fee schedule in appendix A to this Code.
- (b) Reservation Fees.
  - (1) The Director of Water and Wastewater, City Manager, City Manager Designee are authorized and directed to establish and administer a system for determining whether wastewater facilities are available to serve proposed developments, for communicating the results of such determination to the property owner initiating the reservation request and, where necessary facilities are available, for reserving capacity in wastewater facilities to serve the proposed development.
  - (2) Any potential property owner who is contemplating a specific use of their property within the corporate limits of the city or within an area receiving utility services provided by the city that will require a change in the amount or character of utility service received from the city due to development, redevelopment or a change in occupancy may submit a feasibility request to the Director of Water and Wastewater, City Engineer, or City Engineer Designee on the forms prescribed by the Director of Water and Wastewater, City Engineer, or City Engineer Designee. The feasibility must be accompanied by a \$5,000.00 escrow fee and must contain the information requested by the Director of Water and Wastewater, City Engineer, or City Engineer Designee.
  - (3) Upon receipt of a completed application and the appropriate fee, the Director of Water and Wastewater, City Engineer, or City Engineer Designee shall determine whether the proposed development meets the requirements for issuance of a wastewater capacity reservation. In order for a proposed development to qualify for issuance of a wastewater capacity reservation the Director of Water and Wastewater, City Engineer, or City Engineer Designee must determine:



40 (A) That there is sufficient unused and unreserved capacity in available  
41 wastewater facilities to meet the utility service requirements of the  
42 proposed development or that such capacity will be available before  
43 the proposed development will require it,

44  
45 (B) That the proposed development will comply with applicable state and  
46 federal laws and regulations and written city policies which apply to  
47 city utility service and city ordinances, and

48  
49 (C) That utility service at the level required by the proposed development  
50 would not be in excess of any existing restrictions imposed.

51  
52 (4) If, upon completion of the determination, the Director of Water and  
53 Wastewater, City Engineer, or City Engineer Designee concludes that  
54 the proposed development meets all the requirements for issuance of a  
55 wastewater capacity reservation, a wastewater capacity reservation  
56 may be issued to the applicant conditioned upon payment of \$50.00 per  
57 month per Living Unit Equivalent ("LUE") (as determined by the Director  
58 of Water and Wastewater, City Engineer, or City Engineer Designee)  
59 ("Reservation Fee") to be paid by the property owner beginning on the  
60 first day of the first month following the issuance of the wastewater  
61 capacity reservation and, unless otherwise expiring in accordance with  
62 the section, terminating for each LUE upon the connection of that LUE  
63 to the City's wastewater system. If, upon completion of the  
64 determination, the Director of Water and Wastewater, City Engineer, or  
65 City Engineer Designee concludes that the proposed development does  
66 not meet one or more of the requirements for issuance of a wastewater  
67 capacity reservation, then the Director of Water and Wastewater, City  
68 Engineer, or City Engineer Designee shall prepare and deliver to the  
69 applicant a denial notice which shall describe the results of the  
70 determination and specifically detail the reasons for the denial.

71  
72 (5) A wastewater capacity reservation issued under the authority of this  
73 subsection (b) shall not be transferred to another lot, tract, or subdivision  
74 and cannot be used for any proposed development other than that for  
75 which it is issued.

76  
77 (6) A wastewater capacity reservation shall represent a commitment of the  
78 city subject to the regulatory actions of the state and federal  
79 governments, the applicable rules and regulations of the city, and the  
80 terms and conditions contained in this article and in the wastewater

81 capacity reservation itself, to reserve capacity in wastewater facilities to  
82 serve a proposed development so that utility service will be available  
83 upon completion of the buildings or other structures contained in the  
84 proposed development. A wastewater capacity reservation which is  
85 issued on the basis of an application which contains materially false  
86 information shall be void.

87  
88 (7) Reservation fees are not refundable.

89  
90 (8) If a developer is able to begin construction on the project within the first  
91 year of reserving the capacity, a credit of 100% of the reservation fee  
92 will be applied to other utility development fees for the project. The credit  
93 will only apply to the part/phase of the project under active construction.

94  
95 (9) If a developer is able to begin construction on the project within the  
96 second year of reserving the capacity, a credit of 50% of the reservation  
97 fee will be applied to other utility development fees for the project. The  
98 credit will only apply to the part/phase of the project under active  
99 construction.

100  
101 (10) There will be no credits given to the developer if the development takes  
102 longer than two (2) years to begin construction.

103  
104 (11) A wastewater capacity reservation shall remain in effect for a period not  
105 to exceed two (2) years in length. At the end of the first year, the  
106 wastewater capacity reservation will expire unless a plat has been  
107 recorded with the city and appropriate county. At the end of the second  
108 year, the wastewater capacity reservation will expire unless building  
109 permits have been issued for the buildings and/or property for which the  
110 wastewater capacity reservation was made.

111  
112 (12) A reservation of wastewater capacity issued under the authority of this  
113 subsection (b) may be conditioned in accordance with the  
114 circumstances under which it is issued and may provide for:

115  
116 (A) A change in the time at which the wastewater capacity reservation  
117 fee is payable;

118  
119 (B) An amount of reserved wastewater capacity less than that applied  
120 for; and

121

122 (C) Such other restrictions, conditions or exceptions as may be  
123 appropriate.

124  
125 (13) In no event shall the Director of Water and Wastewater, City Engineer,  
126 or City Engineer Designee issue a wastewater capacity reservation or  
127 restricted wastewater capacity reservation in wastewater facilities which  
128 are already fully loaded or reserved. In such circumstances, the Director  
129 of Water and Wastewater, City Engineer, or City Engineer Designee may  
130 grant an applicant priority in the reservation of capacity in any new or  
131 expanded wastewater facilities which may be constructed in the future,  
132 but Reservation Fees shall not be due until such time as capacity is  
133 available.



# STAFF REPORT

**MEETING DATE:** April 8, 2025

**TITLE:**

Consider and act on Ordinance No. 2025-40 to amend the B3 Technical Manual Table 1.4.001A, Development Application Approval Process

**AGENDA ITEM SUBMITTED BY:**

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

**BACKGROUND/HISTORY:**

The B3 Technical Manual is a subset of the B3 Code and details application requirements and other details related to development applications and the development process.

As staff works through the Comprehensive Plan process and amendments, an item in the table related to the Comprehensive Plan is in conflict with the Local Government Code, Chapter 213.

The B3 Manual requires “Personal Notice” to all affected residents of the Comprehensive Plan amendments and adopted the 2016 Comprehensive Plan by resolution.

**TABLE 1.4.001A DEVELOPMENT APPLICATION APPROVAL PROCESS**

Approval Process	Review and Approval Authority			Notice				
	Source	ZBA	P&Z	CC	Application Notice	Published Notice	Personal Notice	Posted Notice
<b>Legislative</b>								
Comprehensive Plan Map Amendment			R/PH/PM	D/PH/PH/PM	Y	Y	Y	Y

Personal notice defined as “A. Each owner of real property located within two hundred (200) feet of the exterior boundary of the property in question and any other persons deemed by the Lead Officer or decision-maker to be affected by this application; B. The applicant and/or property owner; and C. The appellant if an appeal.

TABLE 1.4.001B NOTIFICATION REQUIREMENTS

	Published Notice	Personal Notice	Posted Notice
<b>Notification Location</b>	Newspaper	United States Mail	Subject Property
<b>Time Before Set Hearing</b>	15 days	A. General: 10 days B. Comprehensive Plan or Place Type Zoning change: 10 days	A. General: 10 days B. Comprehensive Plan or Place Type Zoning change: 10 days
<b>Include in Notice</b>	A. Date, time, and location of hearing; B. Purpose of the hearing; and C. Identification of the subject property if the decision concerns an individual tract or parcel of land.	A. Name of the applicant; B. Date time, and location of the hearing; C. Purpose of the hearing; D. Identification of the subject property; and, E. The name of the appellant if an appeal.	A. Purpose of the request; and B. All public hearing dates.
<b>Notification Instructions</b>	Planning & Development Department will be responsible for posting the notice in the newspaper of general circulation.	A. Each owner of real property located within two hundred (200) feet of the exterior boundary of the property in question and any other persons deemed by the Lead Officer or decision-maker to be affected by this application; B. The applicant and/or property owner; and C. The appellant if an appeal.	A. Minimum 2'x2' sign placed on the street frontage in visible unobstructed location. B. Utilize a minimum 6" lettering. C. Shall stay in place until final action is taken or request is withdrawn

Personal notice to every resident regarding amendments to the overall plan, some of which are not substantive in nature, will result in a very costly mailout to residents each time an amendment is proposed.

The latest round of B3 code amendments resulted in costs exceeding \$10,000. Staff proposes to amend the table to require published notice and posted notice as required by Chapter 213 of the Local Government Code (LGC) *and add additional outreach efforts such as social media and workshops in various locations prior to the amendments being presented to Planning Commission and ultimately the City Council.*

Chapter 213 of the LGC stipulates that:

*Sec. 213.003. ADOPTION OR AMENDMENT OF COMPREHENSIVE PLAN. (a) A comprehensive plan may be adopted or amended **by ordinance** following:*

*(1) a hearing at which the public is given the opportunity to give testimony and present written evidence; and*

*(2) review by the municipality's planning commission or department, if one exists.*

*(b) A municipality may establish, in its charter or by ordinance, procedures for adopting and amending a comprehensive plan.*

*Added by Acts 1997, 75th Leg., ch. 459, Sec. 1, eff. Sept. 1, 1997. Amended by Acts 1999, 76th Leg., ch. 62, Sec. 13.07, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 12.002(2), eff. Sept. 1, 2001.*

Bastrop’s Charter stipulates:

**Section 12.03 - Comprehensive Plan.**

*The comprehensive plan shall serve as a guide for the physical development of the City [and] shall contain the Commission's recommendations for growth, development and beautification of the City. A copy of the comprehensive plan, or any part thereof, shall be submitted to the Council, which may adopt such plan in whole or in part, after at least one (1) public hearing on the proposed action. The Council shall act on such plan, or part thereof, within sixty (60) days following its submission. If such plan, or part thereof, shall be rejected by the Council, the Commission may modify such plan, or part thereof, and resubmit it to the Council for reconsideration.*

*All amendments to the comprehensive plan recommended by the Commission shall be submitted and considered by the Council in the same manner as provided above.*

Further, as the North End Prairie Development has shown, the affected neighbors were not fully aware of a “Neighborhood Regulating Plan (NRP)”, a warrant (variance), or Preliminary Plat being submitted as the NRP and warrant are an administratively approved document and the Preliminary Plat is only seen by the Planning Commission. Amending these items to have public notice will serve to assist residents with information about what is happening in their immediate affected area. Further, deviations from the code (warrants) should be heard at a public hearing at Planning Commission and City Council.

**RECOMMENDATION:**

- 1) Remove the Personal Notice Requirement on Table 1.4.001A and adopt the requirements of LGC 213.003 and the City’s Code of Ordinances.
- 2) Adopt future amendments to the Comprehensive Plan by ordinance and not resolution as was adopted in 2016, to meet the requirements of Chapter 213.
- 3) Require Preliminary Plat and Final Plat to have Personal Notice within 500 feet.
- 4) Require a Neighborhood Regulating Plan to have personal notice within 500 feet and have Planning Commission review and make recommendation to the City Council, with the City Council having the ultimate decision-making authority.
- 5) Require a Warrant (variance) to have personal notice within 500 feet and have Planning Commission review and make recommendation to the City Council, with the City Council having the ultimate decision-making authority.

**ATTACHMENTS:**

- 1. Ordinance
- 2. Proposed Redlines

**ORDINANCE NO. 2025-40**

**AN ORDINANCE OF THE CITY OF BASTROP, TEXAS,  
AMENDING THE B3 TECHNICAL MANUAL –  
DEVELOPMENT APPLICATION APPROVAL PROCESS;  
AND PROVIDING FOR FINDINGS OF FACT, REPEALER,  
SEVERABILITY, CODIFICATION, EFFECTIVE DATE,  
PROPER NOTICE, AND MEETING.**

**WHEREAS,** pursuant to Texas Local Government Code Section 51.001, the City Council of the City of Bastrop has general authority to amend an ordinance that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

**WHEREAS,** pursuant to Texas Local Government Code Chapters 211, 212, 213, 214, and 217 the City Council of the City of Bastrop has general authority to regulate planning, zoning, subdivisions, trees, and the construction of buildings; and

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

**WHEREAS,** the City of Bastrop intends to create a more transparent process to notify residents of changes affecting property in the immediate vicinity; and

**WHEREAS,** the City of Bastrop intends to amend its Comprehensive Plan pursuant to Chapter 213 of the Local Government Code; and

**WHEREAS,** the City of Bastrop Code of Ordinances Article XII, Section 12.03 prescribes a manner for amendments to the comprehensive plan; and

**WHEREAS,** the City Council has reviewed this request for amending the Technical Manual, and finds the request to be reasonable and proper under the circumstances.

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

**Section 1. Findings of Fact.** The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

**Section 2.** The code amendments are proper according to the Bastrop Code of

Ordinances and the Local Government Code as shown in Exhibit A.

**Section 3. Severability.** If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.

**Section 4. Codification.** The City Secretary is hereby directed to record and publish the attached rules, regulations, and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

**Section 5. Repeal.** This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.

**Section 6. Effective Date.** This Ordinance shall be effective immediately upon passage and publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.

**Section 7. Proper Notice and Meeting.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

Signature page to follow



**READ & ACKNOWLEDGED** on First Reading on this the 25<sup>th</sup> day of March 2025.

**READ & ADOPTED** on Second Reading on this the 8<sup>th</sup> day of April 2025.

**APPROVED:**

*by:* \_\_\_\_\_  
John Kirkland, Mayor Pro-Tem

**ATTEST:**

\_\_\_\_\_  
City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

EXHIBIT A

Approval Process	Review and Approval Authority			Notice				
	Source	ZBA	P&Z	CC	Application Notice	Published Notice	Personal Notice	Posted Notice
Site Plan			A			N	N	N
Minor or Amending Plat			A			N	N	N
Public Improvement Plans			A			N	N	N
Drainage Plan			A			N	N	N
Building Permits			A			N	N	N
Floodplain Permit			A			N	N	N
Neighborhood Regulating Plan			<del>A</del> R	D		N	<del>N</del> Y	N
Warrant			<del>A</del> R	<del>A</del> D		N	<del>N</del> Y	N
Administrative Adjustment			A			N	N	N

*Within 500 feet*  
*Within 500 feet*

Legend

Action		Meeting Type		Committees			
R	Review/ Recommend	PM	Public Meeting	BOA	Board of Adjustments	Y	Required
D	Decision	PM*	May Require Initial Authorization	P&Z	Planning & Zoning Commission	N	Not Required
A	Appeal	PH	Public Hearing	CC	City Council		

TABLE 1.4.001A DEVELOPMENT APPLICATION APPROVAL PROCESS

Approval Process	Review and Approval Authority			Notice				
	Source	ZBA	P&Z	CC	Application Notice	Published Notice	Personal Notice	Posted Notice
<b>Legislative</b>								
Comprehensive Plan Map Amendment			R/PH/PM	D/PH/PH/PM	Y	Y	<del>Y</del> N	Y
B <sup>3</sup> Text Amendment			R/PH	D/PH/PM	Y	Y	N	N
Zoning Concept Scheme			R/PH	D/PH/PM*	Y	Y	Y	Y
Place Type Zoning Map Amendments			R/PH	D/PH/PM*	Y	Y	Y	Y
Preliminary Plat			D/PM			N	<del>N</del> Y	N
Final Plat			D/PM			N	<del>N</del> Y	N
Residential Replat			D/PH			Y	Y	Y
Change in status of nonconforming uses or structures			D/PH			N	Y	N
Variance		D/PH				N	Y	N
<b>Administrative</b>								

- social media  
- workshops

Within 500 feet  
Within 500 feet

TABLE 1.4.001B NOTIFICATION REQUIREMENTS

	Published Notice	Personal Notice	Posted Notice
<b>Notification Location</b>	Newspaper	United States Mail	Subject Property
<b>Time Before Set Hearing</b>	15 days	A. General: 10 days B. Comprehensive Plan or Place Type Zoning change: 10 days	A. General: 10 days B. Comprehensive Plan or Place Type Zoning change: 10 days
<b>Include in Notice</b>	A. Date, time, and location of hearing; B. Purpose of the hearing; and C. Identification of the subject property if the decision concerns an individual tract or parcel of land.	A. Name of the applicant; B. Date time, and location of the hearing; C. Purpose of the hearing; D. Identification of the subject property; and, E. The name of the appellant if an appeal.	A. Purpose of the request; and B. All public hearing dates.
<b>Notification Instructions</b>	Planning & Development Department will be responsible for posting the notice in the newspaper of general circulation.	A. Each owner of real property located within two hundred (200) feet of the exterior boundary of the property in question and any other persons deemed by the Lead Officer or decision-maker to be affected by this application; B. The applicant and/or property owner; and C. The appellant if an appeal.	A. Minimum 2'x2' sign placed on the street frontage in visible unobstructed location. B. Utilize a minimum 6" lettering. C. Shall stay in place until final action is taken or request is withdrawn



# STAFF REPORT

**MEETING DATE:** April 8, 2025

**TITLE:**

Consider and act on the first reading of Ordinance No. 2025-41, amending Chapter 15, Article 15.01 “Cemeteries” of the Bastrop Code of Ordinances, to reflect various updates to language and add provisions for the operation of a Columbarium and move to include on the April 22, 2025, Consent Agenda for a second reading.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Judy Sandroussi, Finance Director

**BACKGROUND/HISTORY:**

The City of Bastrop, Texas, is a Home-Rule municipal corporation with the authority granted by the State of Texas to control, manage, and oversee the operation of its municipal cemetery, locally known as Fairview Cemetery.

The Fairview Cemetery Advisory Board is the advisory body appointed by the Mayor, and confirmed by City Council, to make recommendations to the City Council concerning policies, rules, regulations and matters related to the proper operations of the Fairview Cemetery, for the benefit of the Bastrop community.

The Fairview Cemetery Advisory board met on December 3, 2024, and January 15, 2025, to evaluate and consider whether to recommend that City Council amend the Cemetery Ordinance to reflect various updates to language and add provisions for the operation of a Columbarium.

The proposed changes are to replace the word “plot” to ‘space”, add language defining a proposed definition of a Columbarium niche, add language to define a Columbarium niche size and number of placements, add a section on cremation costs and financial responsibility of those costs, add Section 15.01.016 – Curbing Standards, and add language to address Inscription Standards for a Columbarium niche. All changes are in red font on the attached Draft Ordinance.

**POLICY EXPLANATION:**

The Code of Ordinance Chapter 15 – Cemeteries, Article 15.01 – Fairview Cemetery, Sec. 15.01.002(b)(4) The role of the advisory board shall be to recommend rules to the City Council, as are necessary concerning the use, care, control, management, restriction, and protection of the Fairview Cemetery. Any matter relating to the Fairview Cemetery shall be referred to the Bastrop Cemetery Advisory Board for their consideration of recommendation before the action is taken by the City Council, however, the advisory board’s role shall be advisory only.

Section 3.14 of the Charter of the City of Bastrop requires that amendments to an ordinance can only be approved by the City Council through an ordinance.

**FUNDING SOURCE:**

NA

**RECOMMENDATION:**

Judy Sandroussi, Finance Director, recommends approving the first reading Ordinance No. 2025-41, amending Chapter 15, Article 15.01 “Cemeteries” of the Bastrop Code of Ordinances, to reflect various updates to language and add provisions for the operation of a Columbarium and move to include on the April 22, 2025, Consent Agenda for a second reading.

**ATTACHMENTS:**

- 1. Ordinance No. 2025-41
- 2. Revised Cemetery Ordinance

**ORDINANCE NO. 2025-41**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BASTROP CITY CODE OF ORDINANCES, CHAPTER 15, ARTICLE 15.01, TO REFLECT VARIOUS UPDATES TO LANGUAGE AND ADD PROVISIONS FOR THE OPERATION OF A COLUMBARIUM; REPEALING CONFLICTING PROVISIONS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bastrop, Texas, a Home Rule municipality incorporated and operating under the Laws of the State of Texas, is the permanent trustee for the perpetual care of lots and graves in the Fairview Cemetery; and

**WHEREAS**, the City of Bastrop has authority to adopt rules and regulations governing operations of the cemetery; and

**WHEREAS**, the Fairview Cemetery Advisory Board met on December 3, 2024, and January 15, 2025 to evaluate and consider whether to recommend that City Council amend the Cemetery Ordinance to reflect various updates to language and add provisions for the operation of a Columbarium; and

**WHEREAS**, the Fairview Cemetery Advisory Board made a motion to amend and update the Cemetery ordinance; and

**WHEREAS**, the Bastrop City Council has determined that the changes recommended by the Fairview Cemetery Advisory Board on January 15, 2025 are in the best interest of the City and its citizens and should be adopted.

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

**Section 1:** That Chapter 15 of the Code of Ordinance, entitled Cemeteries Article 15.01 “Fairview Cemetery”, shall be amended to reflect updates to the definition of available interment spaces, inscription standards and to add Section 15.01.16 – Curbing Standards.

**Section 2:** If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

**Section 3:** This Ordinance shall take effect upon the date of final passage noted below in accordance with the City’s Charter, Code of Ordinances, and the laws of the State of Texas.

**READ AND APPROVED** on First Reading on the 8<sup>th</sup> day of April 2025.

**READ AND ADOPTED** on Second Reading on the 22<sup>nd</sup> day of April 225.

**APPROVED:**

\_\_\_\_\_  
John Kirkland, Mayor Pro-Tem

**ATTEST:**

\_\_\_\_\_  
Victoria Psencik, Assistant City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney



Chapter 15 - CEMETERIES  
 ARTICLE 15.01 - FAIRVIEW CEMETERY  
 Sec. 15.01.001 - Definitions.  
 In this article:

*Burial site.* A space of ground that is in a cemetery and that is used or intended to be used for interment in the ground.

*Cemetery.* A place that is used or intended to be used for interment, and includes a graveyard, burial park, or mausoleum.

*Columbarium.* A structure at the cemetery with niches for the placement of funeral urns.

*Cremated remains.* The bone fragments remaining after the cremation process, which may include the residue of any foreign materials that were cremated with the human remains.

*Funeral establishment.* A place of business used in the care and preparation for interment or transportation of human remains, or any place where one or more persons, either as sole owner, in co-partnership, or through corporate status, are engaged or represent themselves to be in the business of embalming or funeral directing.

*Grave.* A space of ground that is in a burial park and that is used or intended to be used for interment in the ground.

*Interment.* The permanent disposition of remains by entombment, burial, or placement in a niche.

*Niche.* A space in a columbarium intended for the placement of a cremains of one person. Each niche can accommodate two (2) urns.

*Perpetual care.* The maintenance, repair, and care of all places in the cemetery.

*Perpetual care cemetery.* A cemetery for the benefit of which a perpetual care trust fund is established.

*Space.* A space in a cemetery owned by an individual or organization that is used or intended to be used for interment, including a grave or adjoining graves.

Sec. 15.01.002 - City as permanent trustee for perpetual care and creation of cemetery advisory board.

- (a) The city as owner and operator of Fairview Cemetery is hereby authorized to act as a permanent trustee for the perpetual care and upkeep of spaces and graves in the cemetery and shall accept such trust as provided in this article.
- (b) *Cemetery advisory board.*
  - (1) The advisory board members shall be appointed by the mayor and confirmed by the council, for terms of three (3) years. Each seat on will be assigned a "place." Advisory board members' terms of service shall be "staggered," so that the entire membership of the advisory board will not be subject to replacement at any single point in time. To the extent possible, staggering shall be done so that the advisory board membership is divided into thirds. Initial staggering of the membership will be accomplished by having all appointees/members who are serving as of the first annual meeting following approval and passage of this section (held in July), "draw lots" to determine which "place" will have what number of service in the transition period (e.g., one-third ( 1/3 ) of the places will draw for one-year terms, one-third ( 1/3 ) of the places will draw for two-year terms, and the remaining one-third ( 1/3 ) of the places will draw for three-year terms.) After the first July meeting, staggering of membership, by place, will begin.
  - (2) In the event of a vacancy, an individual appointed to fill the vacancy will serve only the remaining term of the individual who is being replaced by the appointee, so that the staggering of terms shall remain intact.

- (3) The members of the advisory board shall reside within the city's extraterritorial jurisdiction and/or the city.
- (4) The role of the advisory board shall be to recommend rules to the City Council, as are necessary, concerning the use, care, control, management, restriction, and protection of the Fairview Cemetery. Any matter relating to the Fairview Cemetery shall be referred to the Fairview Cemetery Advisory Board for their consideration and recommendation before the action is taken by the City Council, however, the advisory board's role shall be advisory only.

(Ord. No. 2009-31, 10-27-09; Ord. No. 2012-13, pt. 4(C), 6-26-12; Ord. No. [2017-02](#), pt. 1, 1-24-17)

Sec. 15.01.003 - Adoption and enforcement of rules and regulations to establish perpetual care cemetery and protect and care for graves.

- (a) The city shall adopt and provide for the enforcement of such reasonable rules and regulations as may be necessary to establish, maintain, and oversee the Fairview Cemetery as a perpetual care cemetery, to protect the graves of those who are interred in the cemetery, and to maintain the beautification of the cemetery under uniform conditions. Perpetual care shall herein mean a cemetery for the benefit of which is created a perpetual care trust fund established pursuant to state law for the maintenance, repair and care of all spaces and graves in the cemetery including, but not limited to road maintenance, mowing, edging, pruning, landscape construction, pest control, security, and all other maintenance activities that are deemed necessary to the care, protection, and preservation of the cemetery.
- (b) The city is hereby empowered to enforce all rules and regulations, to exclude from cemetery property any violator and shall have charge and supervision of the grounds, buildings, persons on cemetery property, funerals, traffic, employees, space owners and invitees.

Sec. 15.01.004 - Purpose; applicability; force and effect.

For the mutual benefit and protection of space purchasers in the Fairview Cemetery, the rules and regulations in this article are hereby adopted, approved and enacted by the City Council. These rules and regulations, as may from time to time be amended, shall be applicable to all space owners, visitors, tradesmen, contractors, employees, and agents of the same. Reference to these rules and regulations in any letter, memorandum, contract, deed, certificate of ownership, or other instrument shall have the same force and effect as if fully set forth therein.

Sec. 15.01.005 - Renunciation of trust by city; successor.

If the city shall hereafter renounce the trust it accepts pursuant to this article or if the city fails or refuses to act as a permanent trustee for the cemetery, then the county judge shall appoint a suitable successor to the city which shall faithfully execute the trust as provided herein.

Sec. 15.01.006 - Funds accepted in trust for care and upkeep.

The city will not accept funds in trust for the care of individual spaces or graves, other than as a portion of the total cost of a space which shall be used by the city for the general care and maintenance of all graves in the cemetery. The city will accept donations, gifts, or grants for the upkeep or enhancement of the entire Fairview Cemetery.

Sec. 15.01.007 - Power and authority to invest funds.

The city is hereby invested with the power, authority, and duty to invest and reinvest all funds advanced to or otherwise provided to it for the purposes set forth in this article in interest bearing bonds and securities and other institutions as are authorized under the laws of the state.

Sec. 15.01.008 - Management.

- (a) The City Manager shall be responsible for overseeing and supervising the maintenance, care and operation of the Fairview Cemetery as a perpetual care cemetery, but may in his discretion, appoint or hire employees or contractors or agents to carry out the duties mandated herein.

- (b) The Chief Financial Officer, his/her designee, shall be responsible for the day-to-day operation of the Fairview Cemetery, including the sale of spaces, the filing of deeds in the county clerk's office, providing notification and permits for interment, and for all record-keeping associated therewith.
- (c) Cemetery care, oversight and supervision by the city does not include the purchase, erection, repair, leveling or replacement of monuments, headstones, markers or any other item on a grave site.
- (d) The city shall take reasonable care to protect the burial rights of space owners, but specifically disclaims any and all responsibility for loss or damage caused by third parties or other events, including but not limited to vandals, unavoidable accidents, malicious mischief, and acts of nature, and the failure of a party to satisfy contractual obligations regardless of whether the loss or damage is direct or collateral or to person or property.
- (e) All funerals within the Fairview Cemetery property shall be scheduled and coordinated through the Finance department.

(Ord. No. [2017-02](#), pt. 1, 1-24-17)

Sec. 15.01.009 - Hours of operation.

Visitation at the Fairview Cemetery is permitted from sunrise to sunset seven (7) days a week. Burials, on receipt of an interment permit, shall be permitted from 9:00 a.m. to 4:00 p.m. Monday—Friday, except in the case of special circumstances and on a case-by-case basis the City Manager, or his/her designee, may permit interment at other times. No interment is permitted on state, federal or city holidays. In the event the City Manager or his designee permits a burial to occur outside of the cemetery's regular hours, the individual requesting the burial may be responsible for paying any and all associated costs, including but not limited to the payment of overtime costs of city employees. All construction, maintenance or digging of a grave shall cease during a funeral service unless authorized by the finance department in advance.

(Ord. No. [2017-02](#), pt. 1, 1-24-17)

Sec. 15.01.010 - Recordkeeping.

- (a) The city shall maintain permanent cemetery records, which shall be the official records regarding the purchase and ownership of deeds in the Fairview Cemetery. These records shall contain:
  - (1) The name, address, telephone number, and email address of each person purchasing a grave site.
  - (2) The purchased burial site identified by section, row, lot and block (as applicable).
  - (3) Notification, in writing, of the individual who is to be buried in the space, if different from the purchaser.
  - (4) Proof of receipt of a copy of this article by the purchaser.
  - (5) Evidence of deed transfers between individuals, when applicable.
- (b) It shall be the responsibility of every purchaser of a space in the Fairview Cemetery to keep the city fully informed of his/her current mailing address. Notice required pursuant to the provisions of this article shall be deemed sufficient if sent to the most recent mailing address in the city's records.
- (c) It shall be the responsibility of every purchaser of a space in the Fairview Cemetery to immediately inform the city, in writing, if the individual to be interred in the grave site changes from the initial designation or if there is a transfer in ownership of the grave site.

(Ord. No. [2017-02](#), pt. 1, 1-24-17)

Sec. 15.01.011 - Previously purchased cemetery spaces in the Fairview Cemetery.

The city will honor all prior sales of cemetery spaces in the Fairview Cemetery by the Fairview Cemetery Association or Bastrop Cemetery Association upon proof of prior purchase and payment in full.

If proof of purchase is not available, the city will accept an affidavit of ownership which shall be signed and notarized.

Sec. 15.01.012 - Sale of cemetery spaces; generally.

- (a) *No discrimination.* The city shall not discriminate in the sale, location or availability of cemetery lots which shall be available on a "first come, first serve" basis. The city, however, reserves the right to sell lots in the sections of the cemetery that are currently open and available for purchase.
- (b) *Warranty deed/payment in full.* Grave sites in the Fairview Cemetery shall be conveyed to a purchaser by warranty deed, identified by section, row, block and lot, for the purpose of the burial of human remains only. Every purchaser of a lot shall be required to complete an application and pay the city for the cost of the grave site and the recordation of the deed in the county clerk's office. Deeds may be delivered to a purchaser only upon full payment of the purchase price, which must be paid prior to interment.
- (c) *Cost.* The cost of a cemetery space shall be as set forth in the fee schedule in appendix "A" of the city code. The purchaser shall also be required to pay the cost to the city for filing the cemetery deed with the county clerk's office. The city and the county clerk's office reserve the right to change the above referenced fees at any time at their discretion.
- (d) *Maximum number of cemetery spaces.* A maximum of eight (8) cemetery spaces shall be available for purchase at any one (1) time by the same individual. However, the maximum number of spaces for purchase may be increased above eight (8) at the discretion of the City Manager, or his/her designee, should specific circumstances indicate that additional spaces are required.
- (e) *Receipt of article.* Every person who purchases a cemetery space shall acknowledge in writing, which writing shall be maintained by the city, that they have received a copy of this cemetery article and they (and any heirs, assigns, or successors) will abide by the provisions established herein.
- (f) *Sale to individuals only.* Cemetery spaces in the Fairview Cemetery may be purchased by individuals only and not by a business or entity for the purpose of resale, except in the case of an entity involved specifically in the business of burial services, as a representative of an individual to be buried, or the deceased's family.
- (g) *Interments.* One (1) cemetery grave plot is approximately 5' x 11', unless otherwise designated. Interment allowed in a single grave space shall be:
  - (1) One person's bodily remains;
  - (2) Two people's bodily remains stacked vertically only if lower coffin is equipped with a concrete liner;
  - (3) One persons bodily remains and one persons' cremated remains;
  - (4) Two (2) people's cremated remains; or
  - (5) At the discretion of the City Manager.
- (h) *Columbarium niches are 8" x 8" or 12" x 12". The maximum number of placements per columbarium niche is two (2) cremations.*

The remains of a cremated animal may be buried within the same container as the human remains at the time of the interment, and only in any of the above listed circumstances. The remains of noncremated animals may not be buried in the Fairview Cemetery.

- (h) *Correction of errors.* The city shall have the right to correct errors in interment, disinterment, removal or in the description, transfer or conveyance of interment property, either by cancellation and conveyance of interment property of equal value and location selected by the city, or in the sole discretion of the city, by refunding all sums paid on account of the purchase. If an error involves the interment of remains, the city shall have the right to remove the remains to another site of equal value and similar location as may be practicable and shall convey ownership to the new site.

- (i) *Delay due to protest.* The city shall not be liable for a delay in interment when a protest to interment has been made or when the rules and regulations of the city have not been met. The city reserves the right under such circumstances to delay the burial or refuse to permit the burial until the protest is resolved. The city shall have no duty to recognize any protest of interment unless filed with the city in writing or upon order of a court of competent jurisdiction.
- (j) *Pauper gravesites.* Pauper gravesites for indigents shall be available by permit only at the sole discretion of the City Manager. Confirmation of the indigent status of the individual must be proven along with the indigent's last known address. Burial sites for indigents who resided in the city limits will be provided at no cost and a marker identifying the indigent's gravesite shall be installed. The interment of indigents who resided outside the city limits shall be at the city's discretion and, if allowed, shall be buried at the expense of the party requesting the burial, which includes purchase of the space, a filing fee, a marker, permit fee, and a grave preparation fee

(Ord. No. [2017-02](#), pt. 1, 1-24-17)

Sec. 15.01.013 - Opening or reopening of graves; interment permit required.

- (a) *Permit required.* New graves in the Fairview Cemetery shall be opened only under the direct supervision of the city, and upon receipt of an interment permit. A permit for interment will be issued only if proper certificates, as required by state law, have been provided, along with the name of the deceased, the name and address of the purchaser, the exact location of the space, burial details, and payment information. Whenever possible, a person seeking a permit for interment shall provide the city with a copy of an official report of death, certificate of death, or original death record for the state. The city shall use their best efforts to promptly issue requests for interment permits and shall when possible process issue permits within twenty-four (24) hours of receiving all necessary information. A person or entity desiring to dig a grave in the Fairview Cemetery shall file with the finance department a certificate of liability insurance, with the city as an additional insured, in the minimum amount of \$500,000.00, which sum may be used to pay for any damages occurring to person or property in the process of digging the grave. The certificate may be held by the city for application to future burials.
- (b) *Reopening of graves or niches.* Reopening a grave or niche for the purpose of **interring** a second decedent, whether the decedent is cremated or intact, shall require an interment permit from the city under the same regulations set forth in subsection (a) and the payment of a reopening fee.
- (c) *Payment in full.* No permit will be issued for the opening or reopening of a space until payment for the **space** is received in full.
- (d) *Twenty-four-hour notice.* The city prefers a minimum of twenty-four (24) hours' notice prior to interment to issue the interment permit and identify the interment site for opening and interment by a licensed or approved contractor.
- (e) *Information and location of space.* The city shall not be liable for the information provided by a permit applicant and listed on the interment permit, including the identity of the person for whom interment is sought or errors in the location of a burial site.
- (f) *Grave depth.* Grave depth shall be in compliance with state law.
- (g) *Grave backfilling.* All graves shall be backfilled and force settled by hydraulics or mechanical means to the satisfaction of the city.
- (h) *Grade level.* All graves shall be maintained at the same level as the surface of the ground surrounding the space. Under no circumstances, shall a grave mound be permitted to remain after a grave has settled.
- (i) *Hand digging.* The hand/shovel excavation of a grave is prohibited in the Fairview Cemetery, except for cremation sites with an interment permit. This prohibition may be waived at the sole discretion of the City Manager, or his/her designee, should extenuating circumstances arise.

**(j) Cremation Costs and Responsibility.** The costs of cremation, including urns, are not covered by any fee or fees paid to the City of Bastrop or Fairview Cemetery. The representative or family of the deceased

Persons shall be responsible for the cremation in accordance with the laws of the State of Texas and for the payment of costs in connection therewith.

(Ord. No. 2009-31, 10-27-09; Ord. No. 2010-27, pt. 1, § 15.13, 10-26-10; Ord. No. [2017-02](#), pt. 1, 1-24-17)

Sec. 15.01.014 - Right of first refusal.

No sale, transfer or assignment of title of any space in the Fairview Cemetery shall be valid without the written consent of the city. All cemetery deeds for spaces sold by the city in the cemetery shall provide the city with the "right of first refusal" which permits the city to repurchase the space in the event the owner of a burial site wishes to divest his/her interest. The space may be repurchased by the city in the amount the space was originally sold to the owner. If no records exist to evident the original price paid, the city may repurchase the space for the percent to be determined of the current existing space price.

Sec. 15.01.015 - Prohibited activities.

- (a) The placement of objects which are deemed hazardous, or injurious, to the environment, public, or city employees (i.e. glass objects; loose, sharp, pointed/jagged or metal wire objects etc.) is prohibited in Fairview Cemetery.
- (b) Glass vases are prohibited in the cemetery.
- (c) Curbing is permitted in all areas of the Fairview Cemetery after the obtainment of the required construction permit from the city through an application to the finance department and shall comply with all city and cemetery construction rules, specifications and requirements.
- (d) No party shall enlarge, reduce, re-plat or change the boundaries or grade of the cemetery or the location of any roads, drives, walks, parkways, or gardens, which shall be the exclusive right of the city. All grading, landscaping, planting, trimming, and cutting of trees and other vegetation shall be the sole responsibility of the city.
- (e) The drinking of alcoholic beverages in the Fairview Cemetery is strictly prohibited.
- (f) No dogs are permitted in the Fairview Cemetery, with the exception of service dogs.
- (g) No advertising of any type is permitted in the Fairview Cemetery, including the posting of signs advertising the sale of private burial spaces, funeral homes, or grave digging services.
- (h) Construction or reconstruction, including, but not limited to fencing, trellises, coping, or other enclosures, whether of vegetation or other matter, is prohibited around any space within the Fairview Cemetery, except, however, as of the effective date of this article, nonconforming, permanently installed fencing, coping, trellises or enclosures of any kind may remain "as is." In the event the nonconforming improvement is removed or damaged, the improvement will be removed without a replacement permitted. This section shall not apply to fencing or other improvement that, at the discretion of the City Council, is historical in nature and replacement or repairs can be made safe and in a manner that preserves the original historical design or integrity of the grave site.

Sec. 15.01.016. – Curbing Standards.

Curbing shall be allowed in any section of city-owned cemeteries after a written permit is obtained from the public works department with following requirements:

- (1) Permitted curbing must be placed within the property pins of the property owner; an inspection must be requested prior to placement of concrete; property pins shall not be disturbed.
- (2) Such permitted curbing must be constructed with a flat surface at the ground level of existing and surrounding natural contour areas.
- (3) Permitted curbing shall be constructed in a rectangle style with:
  - a. A minimum of five sack concrete, six inches wide at the top and bottom;



- b. One foot deep;
- c. Two each# 3, three-eighths-inch steel rebar with one rebar being three inches from the bottom and one rebar being two inches from the top surface of the curb with both horizontal rebar being suspended with sufficient #3 rebar vertical bars as to not allow sagging and securely driven into the soil at least one foot deep.
- (4) All costs associated with the placement, maintenance and repairs shall be the responsibility of the owner.
- (5) The City of Bastrop shall not be responsible for any damages to the curb associated with grave openings and/or closings or any other cause.

(Ord. No. [2017-02](#), pt. 1, 1-24-17)

Sec. 15.01.017 - Monument, memorial or tombstones; construction permit required.

- (a) *Permit required.* Any person desiring to erect a monument, memorial, tombstone or other marker in the Fairview Cemetery shall obtain a written permit from the city through an application to the finance department and shall comply with all city and cemetery construction rules, specifications, and requirements.
- (b) *Certificate of insurance.* Prior to the issuance of a permit by the city for the purposes of erecting a monument, tombstone or other marker or memorial in the Fairview Cemetery, the applicant shall file with the finance department a certificate of insurance with the city listed as an additional insured as stipulated in section 15.01.013(a). This insurance coverage shall be for the repair or replacement of cemetery property, if necessary, caused by a contractor, which repair and replacement shall be the sole responsibility of the individual performing the work.
- (c) *Performance.* Concrete or other material used on a cemetery space to build a monument, marker, memorial or tombstone shall be mixed and prepared in the streets of the Fairview Cemetery only and not on grass, dirt or other areas. The person performing such work shall, upon completion, immediately remove all sand, gravel, tools and other equipment from the cemetery and shall leave the cemetery property in the same or better condition as it was prior to performance of the work, including removing all trash or other litter.
- (d) *Standards.* Permanent bronze, granite or marble monuments, markers, memorials or tombstones may be constructed at a grave site, however, the city shall have the right to refuse the placing of any item at a grave site if it is found that the memorial is not in compliance with this article or that the workmanship or foundation does not satisfy generally accepted standards in this area.
- (e) *Height restrictions.* Monuments, markers, memorials, or tombstones in the Fairview Cemetery shall be six (6) feet in height or less, unless otherwise approved by the City Manager.
- (f) *Inscription on Niche Faceplate.* The price of engraving of the faceplate is not included in the purchase of the niche. Fairview Cemetery will facilitate suitable engraving of the niche faceplate at the time of interment. Payment of the current price for engraving will be due prior to ordering the final faceplate and prior to interment. From the time of interment until the return of the engraved faceplate, a temporary faceplate, uniform in size and engraving style with existing nameplates will be affixed to the niche. The text of each interred person's name to be inscribed shall be defined by the representative or family of the deceased, the exact terms of which shall govern both the name used, and the \_\_\_\_\_ typeface such that each faceplate shall be prepared uniformly in the size and style determined by the Advisory Board, limited to the name of the deceased, as space permits, as well as the dates of birth and death as in these examples:

First Name Middle Name (or initial) Last Name Date of Birth Date of Death
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John David Doe  
January 1, 1950  
April 26, 2019

No other inscriptions will be permitted.

(Ord. No. [2017-02](#), pt. 1, 1-24-17)

Sec. 15.01.017 - Placement of objects in the Fairview Cemetery.

- (a) Flowers, potted plants, wreaths, baskets, floral pieces, funeral designs, decorations, and sentimental objects are permitted to be placed on gravesites. The city shall have the right to remove and dispose of, in its sole discretion, any item(s) placed on a grave site that have become withered, deteriorated, hazardous, or an obstruction to maintenance. In no event shall the city be responsible for locating and returning items to the original owner. Further, the city shall not be responsible for the upkeep or protection of items placed in the cemetery.
- (b) Gravel, rock, or mulch placed upon any grave, require a commercial grade weed control liner, and must be surrounded and contained by a continuous curbing or border that prevents the movement of the materials beyond the gravesite. Gravesites that are covered with such materials must be maintained by the property owner or heirs. If not maintained, the city reserves the right to remove the covering.
- (c) Nothing may be attached or affixed to the niches in the columbarium. Small bouquets of flowers may be placed at the base of the columbarium on days that are special to your family. No artificial flowers or non-floral items may be placed on or below the columbarium, and our staff will remove memorials after approximately one week. Vases or containers left at the columbarium will not be returned when removed. All decorations are subject to removal if another service is planned.

(Ord. No. [2017-02](#), pt. 1, 1-24-17)

Sec. 15.01.018 - Planting in the Fairview Cemetery.

- (a) Shrubs, grass, flowers or other vegetation may be planted and shall be permitted to remain, unless the visible vegetation and/or roots become dangerous to adjacent spaces, walkways or streets, grows beyond a four-foot height restriction and/or space boundaries, or becomes unsightly or inconvenient for other visitors. In such event, the city may remove the planting in its sole discretion.
- (b) Potentially hazardous or invasive species of plants, such as bamboo are prohibited.
- (c) Any diseased, infected, or dead trees or shrubbery may be immediately removed by the city.

(Ord. No. [2017-02](#), pt. 1, 1-24-17)

Sec. 15.01.019 - Grave site beautification by relations of deceased.

None of the rights, powers and duties provided for in this article shall deprive any person having any interest in a grave or space from beautifying or caring for the grave or space, individually, at his own expense, under the rules and regulations stated herein.

(Ord. No. [2017-02](#), pt. 1, 1-24-17)

Sec. 15.01.020 - Property rights of space owners.

- (a) *Interment rights.* Interment rights of space owners shall be as follows:

- (1) A space in which the exclusive right of burial is conveyed is presumed to be the separate property of the person named as grantee in the instrument of conveyance filed with the county clerk's office.
  - (2) The spouse of a person to whom the exclusive right of burial in a space is conveyed has a vested right of interment in the space while the spouse is married to the space owner.
  - (3) A spouse's vested right of interment survives and is not divested by an attempted conveyance of the grave site without the joinder or written, attached consent of the spouse.
- (b) *Termination of vested right.* A spouse's vested right of interment is terminated:
- (1) On the final decree of divorce between the space owner and the owner's spouse unless the divorce decree provides otherwise; or
  - (2) When the remains of the person having the vested right are interred elsewhere.
- (c) *Other burial rights.* Unless a deceased space owner has made a specific disposition of a space by express reference in the owner's will or by a written declaration filed with the city, a grave shall be reserved for the surviving spouse of the space owner first, and then space owner's children, in order of need.
- (d) *Waiver.* A surviving spouse or child of a deceased space owner may waive, in writing, his/her right of interment in a grave site in favor of a relative up to the third degree of sanguinity of the owner or the owner's spouse. The person in whose favor the waiver is made may be interred in the space.
- (e) *Conveyance.* No sale, transfer or assignment of title of any space in the Fairview Cemetery is valid without the written consent of the city endorsed upon the instrument of transfer or assignment and recorded in the records of the city and the county clerk's office, which filing fee shall be paid by the grantee or grantor at the time of the conveyance. All conveyances are subject to the city's right of first refusal.
- (f) *Multiple owners.* Two (2) or more owners of a space may designate a person to represent the space and file with the city written notice of the designation. If notice is not filed, the city may inter or permit an interment in the space at the request or direction of a registered co-owner of the space.
- (g) *Right of ingress and egress.* The city reserves to itself and to lawful invitees, a perpetual right of ingress and egress over spaces for the passage to and from other spaces.
- (h) *Subdivision.* Individuals may not subdivide a space without the consent of the city and the burial of the remains of any person not having an interest in the burial site shall be strictly prohibited without the written consent of all interested parties according to the records of the city and approved by the city.
- (i) *Consent required for opening of caskets.* A casket containing human remains shall not be opened within the confines of the cemetery by a funeral director or his agent or employee without notice to the city twenty-four (24) hours in advance and without the consent of a legal representative of the deceased or by order of a court of competent jurisdiction.
- (j) *Location of interment site.* When the instructions regarding the location of a space cannot be obtained, are indefinite, or for any reason the grave cannot be opened where specified, the city may, in its discretion, order a space opened in an alternative location within the cemetery as deemed best and proper and without delaying the funeral service. The city shall not be liable for the selection of the gravesite.

Sec. 15.01.021 - Disinterment.

Disinterment and removal shall be conducted by qualified funeral homes or contractors only with a minimum of twenty-four (24) hours notice to the city, in writing, and at the sole cost of the requestor. The city shall provide assistance in coordinating the necessary procedures and records required with the qualified funeral home or contractor pursuant to the following regulations:

- (1) *To a more desirable lot.* A body may be removed from its original space to a larger or more desirable space when there has been an exchange or purchase for that purpose and proper consent is obtained.
- (2) *Care in removal.* The city shall provide assistance in coordinating with qualified funeral homes or contractors to ensure that the utmost care in making a removal is taken, but shall not be liable for damage to a casket, burial case or urn sustained in the removal.
- (3) *Removal for profit.* Removal of remains for the purpose of resale of the space for profit, or removal contrary to the expressed or implied desire to the original space owner, is repugnant to the ordinary sense of decency and is forbidden.
- (4) *Removal for autopsy.* Remains may be removed for autopsy only upon written consent as prescribed in subsection (5) of this section or by order of a court of competent jurisdiction.
- (5) *Consent.* Remains interred in the cemetery may be removed from the cemetery with the written consent of the city, the state or local health department or county court, and one of following individuals in the priority listed:
  - (A) The decedent's surviving spouse;
  - (B) The decedent's surviving children;
  - (C) The decedent's surviving parents; or
  - (D) The decedent's siblings.
- (6) *Consent of court.* If the consent required by subsection (5) of this section cannot be obtained, the remains may be removed by consent of the county court. Before the date of application to the court for consent to remove remains under this rule, written notice shall be given by the applicant to:
  - (A) The city;
  - (B) Each person whose consent is required for removal under subsection (5) of this section who refuses to provide consent to the removal; and
  - (C) Any other person that the court states must be served.
- (7) *Supervision of removals.* The city shall supervise the removal of remains from the cemetery.

(Ord. No. 2009-31, 10-27-09)

Sec. 15.01.022 - Miscellaneous provisions.

- (a) *Notarization of signatures.* The city reserves the right to require any or all signatures to be notarized.
- (b) *Final decision.* In the event of a misunderstanding or dispute as to the meaning of any of these rules or regulations, the decision of the City Council shall be final and is not appealable.
- (c) *Materials and equipment.* No material, machinery, equipment or other implements for the construction of memorials, the digging of graves, or other permitted structures may be placed in the cemetery until required for immediate use, and, when not in use, shall be parked/stored away from other gravesites. No such material, machinery, equipment or implement shall be placed upon an adjoining lot without the express permission of the city. No material, machinery, equipment or implement may be left in the cemetery overnight.

(Ord. No. 2010-27, pt. 1, § 15.22, 10-26-10)

Sec. 15.01.023 - Sole agreement.

The purchase contract, deed, trust agreement, and these rules and regulations and all amendments thereto, shall constitute the sole and entire agreement between the city and a space owner, and no other statement or promise by any officer, employee or sales agent shall be binding on the city.

Sec. 15.01.024 - Modification and amendment by the city.

- (a) *Exceptions and modifications.* Special cases may arise in which the literal enforcement of a rule under this article may impose unnecessary hardship, in which such case the city may without notice make an exception, suspension or modification when deemed advisable. However, such exemption, suspension or modification shall not constitute a waiver affecting the general application of such rule.
- (b) *Amendment.* The city may adopt new rules or amend, alter and/or repeal any rule or regulation set forth within this article.

Sec. 15.01.025 - Penalty and fine.

Persons violating this article are punishable by a penalty up to \$5,000, plus damages and replacement costs, if applicable, and each day a violation occurs shall constitute a separate offense.

(Ord. No. 2009-31, 10-27-09)

Sec. 15.01.026 - Memorial section.

- (a) *Memorial lot.* A 2.5 ft by 2.5 ft lot located in the memorial section of the cemetery for the purposes of preserving the memory of an individual who is believed to have been buried in the Fairview Cemetery, but for whom there is no gravesite. No monument other than a headstone, and no interment of any kind, is permitted in the memorial lot.
- (b) *No discrimination.* The city shall not discriminate between qualifying individuals who wish to obtain a memorial lot in the memorial section. Spaces are limited, and shall be available on a "first come, first served basis." Memorial lots will be administered sequentially by the finance department in chronological order starting with lot No. 1. The finance department will confirm that the requirements of the memorial lot are satisfied.
- (c) *Location.* The memorial section in the Fairview Cemetery is located behind the gazebo in block 1, and is approximately 25 ft. by 30 ft. in total area, as shown on the map a copy of which is attached to Ordinance 2014-7 and incorporated herein for all purposes.
- (d) *Criteria/qualification for inclusion in the memorial section.* In addition to the requirements provided for below, families may purchase a memorial lot if the memorial is for a deceased family member who has been proven through documentation to be buried in the Fairview Cemetery, but for reasons unknown their gravesite cannot be located either in the Fairview Cemetery and/or the cemetery records. If the cemetery gravesite is located by the finance department in the Fairview Cemetery inclusion into the memorial section would be denied, as their gravesite would be available for placement of a headstone by the family. Only gravesites not located by the finance department but documented as identified below may be allowed for inclusion into the memorial section. The following restrictions apply to the purchase of memorial lots:
  - (1) Memorial lots may be obtained in the memorial section only by relatives of the individual to be memorialized. Proof of ancestry to the decedent is required unless otherwise approved by the City Manager.
  - (2) Applications for inclusion in the memorial section, when submitted to the finance department, must be accompanied by an affidavit of the requestor. The affidavit must: (A) confirm that the family of the individual for whom the memorial lot is being purchased agrees to the memorial lot; and (B) verify that the deceased individual was buried in the Fairview Cemetery. In conjunction with the affidavit, verification of the interment in Fairview Cemetery may be provided by documents such as a receipt for purchase of headstone, a newspaper article, a death certificate, a family Bible, or any other documentation conclusively demonstrating that the individual was buried in the Fairview Cemetery.
- (e) *Memorial lot.* Each memorial lot is approximately 2.5 ft. by 2.5 ft. in dimension. A permit for installation of the headstone must be obtained from the finance department and shall be in compliance with the city's general permitting requirements for the Fairview Cemetery and the fees provided for in the fee schedule in appendix A of this code. The memorial section is for the placement of headstones only. No remains of any kind are permitted to be buried or placed in the memorial section (either cremated

or otherwise). No curbing, coping, fencing, or vegetation is allowed on a memorial lot. Items may not be placed in, around or on any portion of the memorial lot or the gravestone except for flags smaller than twelve (12) inches are permitted. Flags will be removed by the city if they become weathered, unsightly, or pose maintenance problems. Due to the limited size of the memorial section, and the limited number of lots available therein, the city has determined that no more than two (2) lots in this memorial section may be assigned for use by any single family, unless otherwise approved by the City Manager.

- (f) *Headstone.* Headstones are the sole type of memorial permitted in the memorial section of the Fairview Cemetery. Headstones for placement on a memorial lot shall be limited to twelve (12) inches wide, twelve (12) inches in-depth and may not exceed twenty-four (24) inches in height. The base of the headstone may not exceed twenty-four (24) inches in width, unless otherwise approved by the City Manager.
- (g) *Rules and regulations.* Rules governing the memorial section shall be consistent with the rules and regulations for the Fairview Cemetery, unless otherwise stated herein.
- (h) *Cost.* The cost of purchasing a memorial lot is set forth in the fee schedule in appendix A of this code.
- (i) *Receipt of ordinance.* Prior to placing a memorial headstone, each person purchasing a memorial lot shall acknowledge in writing to the city, that they have received a copy of the cemetery ordinance, including this section, and they (and any heirs, assigns, or successors) will abide by the provisions established in this code. A copy of the executed ordinance shall be maintained by the city. The purchaser shall have an affirmative duty to inform relatives or interested parties of the restrictions in the memorial section.
- (j) *Exemption.* Headstones in existence in the memorial section at time of passage of amendment are exempted from the provision herein and approved to remain in place as is.

(Ord. No. 2014-7, 5-13-14)



# STAFF REPORT

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**MEETING DATE:** April 8, 2025

**TITLE:**

Consider and act to approve the Bastrop City Council meeting minutes from the Tuesday, March 25, 2025, Regular Meeting.

**AGENDA ITEM SUBMITTED BY:**

Victoria Psencik, Assistant City Secretary

**BACKGROUND/HISTORY:**

N/A

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Approve the Bastrop City Council meeting minutes for the Tuesday, March 25, 2025, Regular Meeting.

**ATTACHMENTS:**

- DRAFT Tuesday, March 25, 2025, Regular Meeting
- Exhibit A – Conflict of Interest Statement for March 25 Meeting

**CITY OF BASTROP**  
**BASTROP CITY COUNCIL**  
**REGULAR CITY COUNCIL MEETING MINUTES**

**Tuesday, March 25, 2025**

The Bastrop City Council met in a Regular Meeting on Tuesday, March 25, 2025, at 6:30 p.m. at the Bastrop City Hall Council Chambers, 1311 Chestnut Street, Bastrop, Texas, with the following action taken to wit:

**Council Members Present**

Mayor Pro-Tempore John Kirkland  
Council Member Cynthia Meyer  
Council Member Cheryl Lee  
Council Member Kerry Fossler  
Council Member Kevin Plunkett

**Staff Present**

City Manager Sylvia Carrillo-Trevino  
Assistant City Manager Andres Rosales  
Interim Assistant City Attorney Stanley Springerley  
Assistant City Secretary Victoria Psencik  
Assistant to City Manager Vivianna Andres  
Finance Director Judy Sandrussi  
Assistant Finance Director Laura Allen  
Development Services Director James Cowey  
Police Chief Vicky Steffanic  
Public Works Director John Eddleton  
Public Information Officer Colin Guerra  
Library Director Bonnie Pierson  
Director of Engineering Tiger Davis  
Parks and Recreation Director Terry Moore  
Water & Wastewater Director Curtis Hancock

**Council Members Absent**

Mayor Lyle Nelson \* *resigned 1/14/2025*

**1. CALL TO ORDER**

With a quorum being present Mayor Pro-Tempore Kirkland called the Regular City Council meeting to order at 6:30 p.m.

**2. PLEDGE OF ALLEGIANCE – United States of America and Texas Flags**

LaVonn Bidel and Parker Runnels, members of the Emile Elementary SWAT Team, led the Pledge of Allegiance.

**3. INVOCATION**

City of Bastrop Police Chaplain Hardy Overton delivered the Invocation.

**4. EXECUTIVE SESSION**

Mayor Pro-Tempore Kirkland closed the Open Meeting to convene the City Council into Executive (Closed) Session at 6:36 p.m. pursuant to Texas Government Code, Chapter 551 as follows:

Mayor Pro-Tempore Kirkland announced that Item 4A will not be discussed in Executive



Session and therefore was not read aloud.

- 4A. **Section 551.071 and Section 551.072 to seek the advice of legal counsel and to deliberate regarding the proposed real estate acquisition of a waterline easement across property located at 243 State Highway 304, related to the Westside Collection System Project.**
- 4B. **Sections 551.071 and 551.072 to seek the advice of legal counsel regarding acquisitions of real estate related to the West Side Collection System Project and Agnes Street; and pending litigation in the following pending proceeding in the Bastrop County Court at Law No. 1: Cause No. 20-20284 and Cause No. 23-21970, City of Bastrop v. John A. & Tina T. Nixon.**
- 4C. **Section 551.071 to seek the advice of legal counsel regarding the findings of the forensic accounting audit in the matter of City of Bastrop v. KSA Engineers.**

Mayor Pro-Tempore Kirkland added Item 11A (A) from **ITEMS FOR INDIVIDUAL CONSIDERATION** to the Executive Session under Section 551.071 to seek the advice of legal counsel.

- 11A. **A. Consider and act on the second reading of Ordinance No. 2025-31, authorizing the appointment of Caroline A. McClimon, JD, as Presiding Municipal Judge of the City of Bastrop Municipal Court; and appointing said Judge for a 2-year term effective March 11, 2025.**
- 5. TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION IN CLOSED/EXECUTIVE SESSION.**
- 4B. **Sections 551.071 and 551.072 to seek the advice of legal counsel regarding acquisitions of real estate related to the West Side Collection System Project and Agnes Street; and pending litigation in the following pending proceeding in the Bastrop County Court at Law No. 1: Cause No. 20-20284 and Cause No. 23-21970, City of Bastrop v. John A. & Tina T. Nixon.**
  - 4C. **Section 551.071 to seek the advice of legal counsel regarding the findings of the forensic accounting audit in the matter of City of Bastrop v. KSA Engineers.**
  - 11A. **A. Consider and act on the second reading of Ordinance No. 2025-31, authorizing the appointment of Caroline A. McClimon, JD, as Presiding Municipal Judge of the City of Bastrop Municipal Court; and appointing said Judge for a 2-year term effective March 11, 2025.**

Mayor Pro-Tempore Kirkland reconvened the City Council into the Open Session at 6:52 p.m. Mayor Pro-Tempore Kirkland called for any action as a result of the Executive Session.

**(Item 4B) MOTION:** Council Member Fossler moved to direct legal counsel to finalize and execute the settlement agreement regarding proceedings in the Bastrop County Court at Law No. 1: Cause No. 20-20284 and Cause No. 23-21970, City of Bastrop v. John A. & Tina T. Nixon. Council Member Plunkett seconded the motion. Motion carried unanimously.

**(Item 4C) MOTION:** Council Member Meyer moved to approve the findings as presented in the Vertex Company’s audit report regarding payment to KSA. Council Member Lee seconded the motion. Motion carried unanimously.

**11. ITEMS FOR INDIVIDUAL CONSIDERATION**

11A. **A. Consider and act on the second reading of Ordinance No. 2025-31, authorizing the appointment of Caroline A. McClimon, JD, as Presiding Municipal Judge of the City of Bastrop Municipal Court; and appointing said Judge for a 2-year term effective March 11, 2025.**

Submitted by: Andres Rosales, Assistant City Manager

**MOTION:** Council Member Plunkett moved to approve the second reading of Ordinance No. 2025-31 with the amendment of striking Section 4 of the Ordinance as it is irrelevant and re-numbering the Sections accordingly. Council Member Meyer seconded the motion. Motion carried unanimously.

**B. Swearing Oath of Office of Presiding Municipal Judge Caroline A. McClimon, JD, by The Honorable Chris Duggan, State District Judge, District 423.**

Judge Chris Duggan performed the Oath of Office and Statement of Appointed Officer for Presiding Municipal Judge Caroline A. McClimon.

**6. PRESENTATIONS**

6A. **Mayor Pro Tem's Report**

6B. **Council Members' Report**

*[Editor's Note: Council Member Fossler announced that she filed a Conflict of Interest Statement with the Assistant City Secretary regarding Item 6C letter E (North End Prairie Townhall Meeting 3.31.25 at 6 pm – Convention Center) on the City Manager’s Report; and has recused herself from the discussion of this item. A copy of the signed Conflict of Interest Statement is attached hereto and made a part of these minutes as Exhibit A.]*

6C. **City Manager’s Report**

A. Citywide Clean Sweep

- B. Comprehensive Plan Update & Workshop – April 24th at City Hall – 4-6 pm, Public and Planning and Zoning Joint City Council work session at 6 pm
- C. TML Midyear and Legislative Update
- D. Microchipping Open House – April 2, 2025 at 530 – 7 pm – City Hall
- E. North End Prairie Townhall Meeting 3.31.25 at 6 pm – Convention Center  
(*Council Member Fossler recused herself when this item was discussed*)
- F. Wastewater tour – Castroville and Buda
- G. Finance Director – Judy Sandrussi
- H. Historic Bridge update
- I. Road Maintenance Update
- J. City Secretary Update

6D. **PROCLAMATION - 2025 National Wildlife Foundation Mayors' Monarch Pledge.**

Submitted by: Terry Moore, Parks and Recreation Director / Victoria Psencik, Assistant City Secretary

The proclamation was read and signed by Mayor Pro-Tempore Kirkland.

7. **WORK SESSIONS / BRIEFINGS**

7A. **Wastewater Workshop Summary**

Submitted and Presented by: Curtis Hancock, Water and Wastewater Department Director

No action was taken on Item 7A.

8. **FINANCIAL TRANSPARENCY AND BUDGET PREPARATION**

8A. **Receive a presentation on the unaudited financial statement as of February 28, 2025.**

Submitted and Presented by: Laura Allen, Assistant Finance Director

No action was taken on Item 8A.

8B. **Review and discuss the Bastrop Public Library and the Streets and Drainage Fund.**

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

Presented by: Bonnie Pierson, Library Director (Library portion)

Presented by: John Eddleton, Public Works Director (Streets/Drainage portion)

No action was taken on Item 8B.

**9. CITIZEN COMMENT(S)**

Citizen(s) addressing the City Council on an item, not on the agenda: Debbie Moore, Herb Goldsmith, Ingrid Cuero, and Heather Greene.

Submitted a comment but did not wish to speak – Isabel Leal, Victoria Leal, Mari Juarez, Linda Ramon, Orfalinda Ramon, Ricky Merino, Bill Hanson, Pamela Harden, Chelsea Moore, Nick and Rosie Pacheo.

**10. CONSENT AGENDA**

**10B. Consider and act on the second reading of Ordinance No. 2025-30, amending the FY 202425 budget by reducing the Hotel Occupancy Tax (HOT) Reserve amount by \$350,000 and increasing the Hotel Occupancy Tax (HOT) Fund operating expenses by \$350,000.**

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

**10C. Consider and act on Resolution No. R-2025-65, approving the Eleventh Amended Bylaws of the Bastrop Economic Development Corporation.**

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

**10D. Consider and act to approve the Bastrop City Council meeting minutes from Tuesday, March 11, 2025, Regular Meeting.**

Submitted by: Victoria Psencik, Assistant City Secretary

Mayor Pro-Tempore Kirkland called for requests to remove any item from the Consent Agenda for separate discussion. Mayor Pro-Tempore Kirkland pulled Item 10A due to the submitted citizens' comments for this item. Council Member Fossler requested that Items 10E and 10F be removed from the Consent Agenda for a separate discussion and vote.

**MOTION:** Council Member Fossler moved to approve the Consent Agenda Item 10B as presented after being read into the record by Mayor Pro-Tempore Kirkland and Consent Agenda Items 10C and 10D as presented. Council Member Lee seconded the motion. Motion carried unanimously.

\* \* \* \* \*

**10E. Consider and act on Resolution 2025-71 awarding a \$20,000 grant from the Hotel Occupancy Tax Fund to SRE Promotions, LLC for the event known as the Corvette Invasion.**

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

**MOTION:** Council Member Plunkett moved to approve Resolution No. R-2025-71 as presented. Council Member Fossler seconded the motion. Motion carried unanimously.

\* \* \* \* \*

10F. **Consider and act on Resolution No. R-2025-66, approving a Public Improvement Plan Agreement with Longhorn Opportunity Fund, for Pecan Park Commercial Block 8, Lots 2-4 & 6-7, as attached in Exhibit A.**

Submitted and Presented by: Andres Rosales, Assistant City Manager

**MOTION:** Council Member Lee moved to approve Resolution No. R-2025-66 with the change of updating the Public Improvement Plan Agreement to include the current Master Fee Schedule. Council Fossler seconded the motion. Motion carried unanimously.

\* \* \* \* \*

10A. **Consider and act on the second reading of Ordinance No. 2025-28, amending the Master Fee Schedule for tree mitigation fees and amending the Code of Ordinances Chapter 1 "General Provisions", adding Section 1.13.05 "Trees on Private Property"; amending the Bastrop Building Block (B3) Code, Section 6.3.004 "Protected & Heritage Trees, adding subsection (j) Administrative Decision; establishing fees and the penalty for violation.**

Submitted and Presented by: James E. Cowey, Director of Development Services

Citizen Comments submitted specifically to Item 10A: Herb Goldsmith

**ORIGINAL MOTION:** Council Member Meyer moved to approve the second reading of Ordinance No. 2025-28 as presented. Council Member Plunkett seconded the motion.

Council Member Meyer (original motion maker) moved to amend the original motion (listed above) to **table** Item 10A, the second reading of Ordinance No. 2025-28, to the next Regular Council Meeting on April 8, 2025. Council Member Plunkett (seconder) accepted the amended motion.

**REVISED MOTION:** Council Member Meyer moved to **table** Item 10A, the second reading of Ordinance No. 2025-28, to the next Regular Council Meeting on April 8, 2025. Council Member Plunkett seconded the motion. Motion carried unanimously.

\* \* \* \* \*

**11. ITEMS FOR INDIVIDUAL CONSIDERATION, continued**

11B. **Conduct a public hearing, consider and act on the first reading of Ordinance No. 2025-34, for a Zoning Concept Scheme request to rezone the project site**

**from P5 Core to Planned Development District (“PDD”) with a base district of P5 Core, for the area described as being 43.112 +/- acres out of the Nancy Blakey Survey, Abstract 98, located at 540 W SH 71 Bastrop, TX 78602, within the city limits of Bastrop, Texas; and move to include on the April 8, 2025, Consent Agenda for the second reading.**

Submitted by: James E. Cowey, Director of Development Services  
 Presented by: Andres Rosales, Assistant City Manager  
 Presented by: Sarah Boza, Pharis Design

Mayor Pro-Tempore Kirkland opened the Public Hearing at 9:33 p.m. for the Zoning Concept Scheme Rezone Request listed in Item 11B.

Public Hearing: No comments were submitted.

Mayor Pro-Tempore Kirkland closed the Public Hearing at 9:33 p.m. for the Zoning Concept Scheme Rezone Request listed in Item 11B.

**ORIGINAL MOTION:** Council Member Plunkett moved to approve the first reading of Ordinance No. 2025-34 as presented and to include on April 8, 2025 Consent Agenda for the second reading. Council Member Lee seconded the motion.

Council Member Plunkett (original motion maker) moved to make an **amendment** to the original motion to add a “Traffic Impact Analysis must be completed before platting” to Ordinance No. 2025-34. Council Member Lee (seconder) accepted the friendly amendment.

**REVISED MOTION:** Council Member Plunkett moved to approve the first reading of Ordinance No. 2025-34 with the addition of a Traffic Impact Analysis must be completed before platting and to include on the April 8, 2025 Consent Agenda for the second reading. Council Member Lee seconded the motion. Motion carried unanimously.

- 11C. **A. Conduct a public hearing and consideration of Ordinance No. 2025-38 Levying Special Assessments For, And Apportioning The Costs Of, Certain Improvements To Property In And For The Valverde Public Improvement District Improvement Area #1; Fixing A Charge And Lien Against All Properties Within The District, And The Owners Thereof; Providing For The Manner And Method Of Collection Of Such Assessments; Making A Finding Of Special Benefit To Property In The District And The Real And True Owners Thereof; Approving A Service And Assessment Plan; Providing A Severability Clause; And Providing An Effective Date.**

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

Mayor Pro-Tempore Kirkland opened the Public Hearing at 9:33 p.m. for the Valverde Public Improvement District Improvement Area #1 listed in Item 11C letter A.

Public Hearing: No comments were submitted.

Mayor Pro-Tempore Kirkland closed the Public Hearing at 9:33 p.m. for the Valverde Public Improvement District Improvement Area #1 listed in Item 11C letter A.

**Item 11C (A) MOTION:** Council Member Lee moved to approve the first reading of Ordinance No. 2025-38 as presented and to include on April 8, 2025 Consent Agenda for the second reading. Council Member Plunkett seconded the motion.

**B. Consideration of Ordinance No. 2025-39 Authorizing The Issuance Of The "City Of Bastrop, Texas Special Assessment Revenue Bonds, Series 2025 (Valverde Public Improvement District Improvement Area #1 Project)"; Approving And Authorizing An Indenture Of Trust, A Bond Purchase Agreement, An Offering Memorandum, A Continuing Disclosure Agreement And Other Agreements And Documents In Connection Therewith; Making Findings With Respect To The Issuance Of Such Bonds; And Providing An Effective Date.**

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

**Item 11C (B) MOTION:** Council Member Plunkett moved to approve the first reading of Ordinance No. 2025-39 as presented and to include on April 8, 2025 Consent Agenda for the second reading. Council Member Meyer seconded the motion.

**11D. Consider and act on the first reading of Ordinance No. 2025-37, amending the Bastrop Code of Ordinances Chapter 13 - Utilities, Article 13.02 Water and Wastewater Rates and Charges, Section 13.02.003 Sewer Connection and Tapping Fees, by enacting Section 13.02.003 (b)(1-13); and move to include on the April 8, 2025 Consent Agenda.**

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

**MOTION:** Council Member Plunkett moved to approve the first reading of Ordinance No. 2025-37 as presented and to include on April 8, 2025 Consent Agenda for the second reading. Council Member Meyer seconded the motion.

**11E. Consider and act on Ordinance No. 2025-40 to amend the B3 Technical Manual Table 1.4.001A, Development Application Approval Process.**



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

**MOTION:** Council Member Meyer moved to approve the first reading of Ordinance No. 2025-40 as presented and to include on April 8, 2025 Consent Agenda for the second reading. Council Member Lee seconded the motion.

**12. ADJOURNMENT**

Upon receiving a motion duly made and seconded to adjourn, the March 25<sup>th</sup> Regular Meeting was adjourned at 9:59 p.m.

**CITY OF BASTROP, TEXAS**

\_\_\_\_\_  
John Kirkland, Mayor Pro-Tempore

**ATTEST:**

\_\_\_\_\_  
Victoria Psencik, Assistant City Secretary

9. CONSENT AGENDA

*[Editor's Note: Council Member Fossler announced that she filed a Conflict of Interest Statement with Assistant City Secretary Psencik regarding Consent Agenda Item 9L; and has recused herself from this item. A copy of the signed Conflict of Interest Statement is attached hereto and made a part of these minutes as Exhibit A.*

*Item 9L was pulled from the Consent Agenda by Mayor Pro-Tempore Kirkland to take up in a separate discussion and vote due to the recusal.]*

**MOTION:** Council Member Lee moved to approve the Consent Agenda Items 9H, 9I, 9J, 9K, and 9N as presented after being read into the record by Assistant City Secretary Psencik and Consent Agenda Items 9O, 9P, 9S, 9T, and 9U as presented. Council Member Plunkett seconded the motion. Motion carried unanimously.

\* \* \* \* \*

9A. **Consider and act on the second reading of Ordinance No. 2025-23, repealing the 2019 Amendment to Chapter 5 of the Transportation Master Plan, as attached in Exhibit A; replacing with 2017 Chapter 5 of the Transportation Master Plan and amending, as attached in Exhibit B.**

Submitted and Presented by: Andres Rosales, Assistant City Manager

Citizen Comments submitted specifically to Item 9A: Melinda Larson (did not speak), Cecilia Serna, Jerrod Hruska

**MOTION:** Council Member Plunkett moved to approve the second reading of Ordinance No. 2025-23 as presented. Council Member Meyer seconded the motion. Motion carried 3 – 1 (Ayes: Plunkett, Meyer, and Lee; Nay: Fossler).

\* \* \* \* \*

*[Editor's Note: At this time, Council Member Fossler recused herself from Item 9L and left the room.]*

9L. **Consider and act on the second reading of Ordinance 2025-15, amending the Bastrop Code of Ordinances, Chapter 1 "General Provisions", Article 1.20 "Uniformity of Requirements", amending Section 1.20.015 Appeal of Board of Adjustment to Appeal of City Council, Amending subsection (a) and (c), removing subsection (b) and (d).**

Submitted by: Andres Rosales, Assistant City Manager

Citizen Comments submitted specifically to Item 9L: Melinda Larson (did not speak)

**MOTION:** Council Member Meyer moved to approve the second reading of Ordinance No. 2025-15 as presented. Council Member Plunkett seconded the motion. Motion carried 3 – 0 (Ayes: Meyer, Plunkett, and Lee; Nays: None; Recused: Fossler).

*At this time, Council Member Meyer directed the City Manager to schedule a town hall-style meeting regarding the Northend Prairie Development.*

**Ordinance No 2025- 30 amending the FY 2024-25 budget by reducing the Hotel Occupancy Tax (HOT) Reserve amount by \$350,000 and increasing the Hotel Occupancy Tax (HOT) Fund operating expenses by \$350,000.**

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

**MOTION:** Council Member Meyer moved to approve the first reading of Ordinance No. 2025-30 as presented and to include on March 25, 2025 Consent Agenda for the second reading. Council Member Fossler seconded the motion. Motion carried unanimously.

10E. **Consider and act on Resolution No. R-2025-64 creating a \$2,500 spending limit for Council Travel and Training.**

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

**MOTION:** Council Member Plunkett moved to approve Resolution No. R-2025-64 as presented. Member Meyer seconded the motion. Motion carried unanimously.



CONFLICT OF INTEREST STATEMENT

I, Kerry L. Fossler, a local public official of the City of Bastrop, Texas (the City), make this affidavit and hereby on oath state the following:

Action being contemplated by the (please circle) City Council or Board/Commission at the 3/25/2025 Meeting, Agenda Item 6CE may have an effect on a business entity or real property in which I have an interest. Such interest may be a "substantial interest" as that term is defined in Chapter 171 of the Texas Local Government Code. The action being contemplated may have a special economic effect on the business entity or real property distinguishable from the effect on the public. Not applicable for Bastrop Code of Ethics

1. The business entity or real property in which I have an interest is described as follows (name; address; or lot description): 2nd degree relative (sibling) ownership of: Farm Lot, BLOCK 13 E M ST, ACRES 3.962 (Property ID 126740), PECAN STREET BASTROP LLC, HOMES FOR GOOD FOUNDATION

2. The nature and extent of my interest in the business entity or real property is herein described by stating that either I or a person related to me in the second degree by consanguinity (blood) or affinity (marriage), as determined by Chapter 573 of the Texas Government Code (check all that apply):

- X own 10% or more of the voting stock or shares of the business entity;
X own 10% or more of the fair market value of the business entity;
X own \$15,000 or more of the fair market value of the business entity; and/or received funds that exceed 10% of gross income for the previous year;
X has an equitable or legal ownership in real property with a fair market value of \$2,500 or more.

3. Alternatively, even if I do not have a "substantial interest" as defined by Chapter 171 of the Texas Local Government Code, I am filing this affidavit so to avoid the appearance of impropriety. My interest may be described as follows:

I do not personally have a "substantial interest" in the disclosed entities and property, but relatives within the 3rd degree (as defined in the Bastrop Code of Ethics) have a P3 development/subdivision matter pending matter before city staff, with original application filed on 8/08/2022. Their matter may never come before City Council, but I am disclosing and recusing myself from City Manager Report - UPDATE 6CE because it is specific to their property, even though it's a report and not an actionable agenda item. This disclosure includes the previous calendar year, and up to any future date at which the pending matter might come before City Council.

\*\*\* AFFIDAVIT \*\*\*

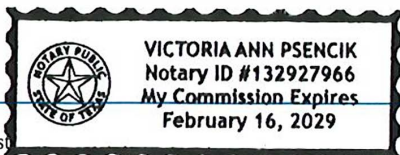
Upon the filing of this affidavit with the City/Board Secretary, I affirm that I shall abstain from any discussion, vote, or decision involving this business entity or real property unless a majority of the members of the governmental entity of which I am a member is likewise required to file and has filed affidavits declaring similar interests on the same official action.

SIGNED this 25 day of March 2025.

Signature of Affiant

SWORN TO AND SUBSCRIBED BEFORE ME on this the 25th day of March, 2025.

Notary Public in and for the State of Texas My Commission Expires: 2/16/2029





# STAFF REPORT

**MEETING DATE:** April 8, 2025

**TITLE:**

Consider, and act on the second reading of Ordinance No. 2025-28, amending the Master Fee Schedule for tree mitigation fees and amending the Code of Ordinances Chapter 1 "General Provisions", adding Section 1.13.05 "Trees on Private Property"; amending the Bastrop Building Block (B3) Code, Section 6.3.004 "Protected & Heritage Trees, adding subsection (j) Administrative Decision; establishing fees and the penalty for violation.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: James E. Cowey, Director of Development Services

**BACKGROUND/HISTORY:**

Please see additional comments from tabling of this item on March 25, 2025

**General Overview and Current History as it relates to requirements of Protected and Heritage Trees.**

Tree requirements are in three different sections of our adopted requirements. One is in the "BASTROP BUILDING BLOCK (B3) CODE", another is the "Bastrop Building Block Technical Manual". And the third is Chapter 1 – General Provisions.

Also, City Staff are in the process of updating the numerous different recent changes to these requirements and working through formatting issues of the text. This process includes the Four different recent changes that have already been made as it relates to trees as noted below, plus the current proposed changes which were tabled at the City Council Meeting on Tuesday March 25<sup>th</sup>.

2025-10 decrease the mitigation requirements for caliper inches from 13 inches to 10 inches as allowed by the Local Government Code. 2nd reading passed March 11, 2025

2025 -11 Adding requirements and the mitigation process outlined in detail with credit allowances. 2nd reading passed March 11, 2025

2025-12 Added some definitions to add clarity regarding the tree ordinances. 2nd reading passed March 11, 2025

2025-13 updated the plant list to add more trees and include the invasive for credits. 2nd reading passed March 11, 2025.

2025-28 – Current Proposed Specific Changes – City Council Meeting April 8<sup>th</sup>, 2025

Below are points of specific conversation from the March 25<sup>th</sup> City Council Meeting that was discussed with key points in red and is being brought back for clarification:

Sec.1.13.05.03 – Establish a Process for Mitigation

(b) protected trees 10 in caliper measures 4.5 feet from the ground shall be required to obtain a mitigation permit that is assessed \$400 per caliper inch tree. Correction was made in Exhibit A.

(f) If the City Arborist, or 3rd party Arborist, establishes that the tree must be removed for health, safety, protection from damage to surrounding property or structures, or other public safety reasons, the City Manager shall have the authority to assess no mitigation fees; however:

2. On a property that is an existing one-family or two-family that is the person’s residence no fee or replacement is required per the Local Government Code.

3. If the property owner removes a tree(s) that does not meet the requirements of the above and is 10 inches in caliper measured 4.5 feet and is on the preferred property owner will be required to replant one tree from the PREFERRED PLANT LIST of a 2” caliper for each tree removed.

Relief can be provided by City Manager if there is not an acceptable place to install a replacement tree.

Clarify definition\clean up language:

PREFERRED PLANT LIST is the term being used for the list of trees as adopted in recently adopted on March 11<sup>th</sup>, 2025 Ordinance 2025-2013 - TABLE 2.1.0003 of the Bastrop Building Block (B3) Technical Manual PREFERRED PLANT LIST was Exhibit “A” TABLE 2.1.003 PLANT LIST identifying the different Native Trees that we want to protect and require for replacement trees.

Below is proposed DRAFT flow chart\requirements:

**DRAFT FLOW CHART|CHECK LIST FOR TREE MITIGATION ON EXISTING ONE-FAMILY OR TWO-FAMILY DWELLING THAT IS THE PERSONS RESIDENCE:**

If a tree is not on the PREFERERED PLANT LIST as a Native Tree, there is no requirement.

If a tree is less than 10 inches in caliper measured 4.5 feet from the ground, there is no requirement.

If a tree is 10 inches in caliper is larger measured 4.5 feet from the ground and is on the PREFERRED PLANT LIST as a Native Tree a mitigation process will be required consisting of **application through My Gov for which there is no fee and City Staff will assist with Process.**

As part of this process, it will be determined if the tree “must be removed for health, safety, protection from damage to surrounding property or structures, or other public safety, there is no fee or tree replacement required per Local Government Code.

If the property owner removes a tree(s) that does not meet the requirements of the above and is 10 inches in caliper measured 4.5 feet and is on the preferred property owner will be required to replant one tree from the PREFERRED PLANT LIST of a 2” caliper for each tree removed.

Attachments:

1. Preferred Plant List Table 2.1.003



**ORDINANCE NO. 2025-28**

**AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, BASTROP CODE OF ORDINANCES BY AMENDING CHAPTER 1 - GENERAL PROVISIONS, BY ENACTING ARTICLE 1.13.05 TITLED “TREES ON PRIVATE PROPERTY”, SECTIONS 1.13.05.01 – 1.13.05.05; AS ATTACHED IN EXHIBIT A; AND BY AMENDING CHAPTER 14, BASTROP BUILDING BLOCK (B3) CODE, SECTION 6.3.004 "PROTECTED & HERITAGE TREES" ADDING SUBSECTION (J) ADMINISTRATIVE DECISION; AS ATTACHED IN EXHIBIT B; AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE, AND MEETING.**

**WHEREAS,** the City of Bastrop, Texas (the “City”) is a home rule municipality located in Bastrop County, Texas acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

**WHEREAS,** pursuant to Texas Local Government Code Section 51.001, the City Council of the City of Bastrop has general authority to amend an ordinance that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

**WHEREAS,** pursuant to Texas Local Government Code Chapters 211, 212, 214, 217, and general regulatory authority, the City Council of the City of Bastrop has general authority to regulate planning, zoning, subdivisions, health and safety, trees and the construction of buildings; and

**WHEREAS,** trees provide essential ecological, environmental, and health benefits that are integral to the well-being of residents in urban areas; and

**WHEREAS,** trees improve air quality by absorbing carbon dioxide and releasing oxygen, while also filtering pollutants such as sulfur dioxide, ammonia, and nitrogen oxide, contributing to better respiratory health and reducing the incidence of asthma, bronchitis, and other respiratory diseases; and

**WHEREAS,** the removal of trees, particularly mature trees, can exacerbate urban heat island effects, leading to higher temperatures, which increases the prevalence of heat-related illnesses, such as heat strokes and heat exhaustion, especially among vulnerable populations including the elderly, children, and individuals with chronic illnesses; and

**WHEREAS,** trees play a vital role in mitigating stormwater runoff by absorbing and filtering rainwater, which helps prevent flooding and reduces the strain on

stormwater management systems, thereby minimizing the public health risks associated with waterborne diseases and contamination from flooding; and

**WHEREAS,** these amendments are to add clarity and amend the Tree Mitigation Fees within the City Limits and establish a penalty for violation of the Tree Mitigation requirements; and

**WHEREAS,** the Planning and Zoning Commission held a public hearing on February 17, 2025, and February 24, 2025, and recommended approval of the Tree Mitigation fees and penalty on February 24, 2025; and

**WHEREAS,** the City Council finds that certain amendments to the aforementioned ordinances are necessary and reasonable to meet changing conditions and are in the best interest of the City.

**WHEREAS,** notice of the public hearing to consider the amendments to the Code of Ordinances was published on January 29, 2025, and the City held a public hearing and conducted the first reading for the City Council on March 11, 2025; and

**WHEREAS,** the City finds and declares that the regulation of tree removal is not only an environmental concern but also a matter of public health, and that measures to protect and maintain urban trees are vital to the health and well-being of the city's residents.

**WHEREAS,** the City finds that this Ordinance was passed and approved at a meeting of the City Council of the City of Bastrop held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members was present and voting.

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

**Section 1. Findings of Fact.** The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

**Section 2. Amendment To The Bastrop Code of Ordinances, Chapter 1 and Chapter 14, Bastrop Building Block (B3) Code, Section 6.** Chapter 1 – General Provisions is hereby amended and shall read in accordance with Exhibit “A,” and Chapter 14, Bastrop Building Block (B3) Code, Section 6 is hereby amended and shall read in accordance with Exhibit B which is attached hereto and incorporated into this Ordinance for all intents and purposes.

**Section 3. Severability.** If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.

**Section 4. Codification.** The City Secretary is hereby directed to record and publish the attached rules, regulations, and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local

Government Code.

**Section 5. Repeal.** This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.

**Section 6. Effective Date.** This Ordinance shall take effect after its final passage and any publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.

**Section 7. Proper Notice and Meeting.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**READ & ACKNOWLEDGED** on First Reading on this the 11<sup>th</sup> day of March 2025.

**READ & ADOPTED** on Second Reading on this the 8<sup>th</sup> day of April 2025.

**APPROVED:**

by: \_\_\_\_\_  
John Kirkland, Mayor Pro-Tem

**ATTEST:**

\_\_\_\_\_  
City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

TABLE 2.1.003 PLANT LIST

Native Trees		Invasive Trees		Acceptable Non-Native Plants	
American Elm	Ulmus americana	Ash (all except Texas Ash)	Fraxinus Sp.	Apple	Malus sp.
Bald Cypress	Taxodium distichum	Australian Pine	Casuarina equisetifolia	Crepe Myrtle	Lagerstroemia sp.
Bigtooth Maple	Acer grandidentatum	Beach Sheoak	Casuarina equisetifolia	Fig	Ficus sp.
Black Jack Oak	Quercus marilandica	Bottlebrush Tree	Melaleuca quinquenervia	Grape	Vitis Sp.
Box Elder	Acer negundo	Brazilian Pepper Tree	Schinus tevbantifolius	Loquat	Eriobotrya japonica
Bur Oak	Quercus macrocarpa	Camphor Tree	Cinnamomum camphora	Peach, Plum	Prunus sp.
Cedar Elm	Ulmus crassifolia	Carrotwood Tree	Cupaniopsis anacardiodes	Pear	Pyrus sp.
Chinquapin Oak	Quercus muhlenbergii	China Berry	Melia azedarach	Pomegranate	Punica granatum
Desert Willow	Chilopsis linearis	Chinese Elm	Ulmus pumila	Rose	Rosa sp.
Eastern Cottonwood	Populus deltoides	Chinese Parasol	Firmiana simplex	Zoysia Grass	Zoysia sp.
Eastern Red Cedar	Juniperus virginiana	Chinese Parasol Tree	Firmiana simplex		
Gum Bumelia	Sideroxylon lanuginosum	Chinese Pistache	Pistacia chinensis		
Hackberry	Celtis laevigata	Chinese Tallow	Triadica sebifera		
Live Oak	Quercus virginiana	Chinese Wisteria	Wisteria sinensis		
Loblolly Pine	Pinus taeda	Golden Rain Tree	Koelreuteria paniculata	<b>Native Landscaping Plants</b>	
Mexican Buckeye	Ungnadia speciosa	Ligustrum, Privet	Ligustrum lucidum, Ligustrum sp.	Evergreen Sumac	Rhus virens
Mexican Plumb	Prunus mexicana	Mimosa Tree	Albizia julibrissin	Eve's Necklace	Styphnolobium affine
Osage Orange	Maclura pomifera	Paper Mulberry	Broussonetia papyrifera	Flameleaf Sumac	Rhus lanceolata
Pecan	Carya illinoensis	Peepul Tree	Ficus religiosa	Mountain Laurel	Sophora secundiflora
Post Oak	Quercus stellata	Popinac	Leucaena leucocephala	Possumhaw	Ilex decidua
Ratama, Paloverde	Parkinsonia aculeate	Princess Tree	Paulownia tomentosa	Red Buckeye	Aesculus pavia
Red Bud	Cercis canadensis var. texensis	Russian, Autumn Olive	Elaeagnus unbellata	Southern Wax Myrtle	Myrica cerifera
Red Maple	Acer rubrum	Salt Cedar	Tamarix sp.	Texas Buckeye	Aesculus glabra
Red Mulberry	Morus rubra	Tree of Heaven	Ailanthus altissima	Texas Lantana	Lantana urticoides
Roughleaf Dogwood	Cornus drummondii	True Cedar Tree	Cedrus sp.	Yellow Bells	Tecoma stans
Southern Catalpa	Catalpa bignonioides	Vitex	Vitex agnus-castus		
Sycamore	Platanus occidentalis				
Texas Ash	Fraxinus texensis	<b>Invasive Landscaping Plants and Grasses</b>			
Texas Hickory	Carya texana	Japanese Honeysuckle	Lonicera japonica	<b>Native Landscaping Grasses</b>	
Texas Persimmon	Diospyros texana	Nandina	Nandina domestica	Buffalo Grass	Bouteloua dactyloides
Texas Red Oak	Quercus texana	Lantana	Lantana camera	Curly Mesquite	Hilaria berlanderii
Texas Walnut	Juglans microcarpa	Bermuda Grass	Cynodon dactylon	Little Bluestem	Schizachyrium scoparium
Toothache Tree	Zanthoxylum hirsutum	Buffelgrass	Cenchrus ciliaris	Inland Sea Oats	Chasmanthium latifolium
Western Soapberry	Sapindus saponaria var. drummondii	Common Reed	Phragmites australis	SideOats Gramma	Bouteloua curtipendula
Wild Cherry	Prunus serotina	English Ivy	Hedera helix	Muhly Grasses	Muhlenbergia sp.
Winged Elm	Ulmus alata	Giant Reed	Arundo donax	Eastern Gamma Grass	Tripsacum dactyloides
		Bamboo	Phyllostachys sp., Bambusa sp.	Indian Grass	Sorghastrum nutans
		Multiflora rose	Rosa multiflora		
		Rose of Sharon	Hibiscus syriacus		
		Annual Bluegrass	Poa annua		
		Carpet Grass	Axonopus sp.		
		Rye Grass	Lolium Sp		
		Red Fescue	Festuca rubra		

## EXHIBIT A

## Chapter 1 - GENERAL PROVISIONS ARTICLE 1.13.05 TREES ON PRIVATE PROPERTY

**ARTICLE 1.13.05 TREES ON PRIVATE PROPERTY****Sec. 1.13.05.01 Created and established.**

There is hereby created and established a private tree care article to provide the city with legal authority over the care of all trees, plants and shrubs located within privately owned property, which will aid in the establishment of a tree preservation program and will enhance the public health and beauty of the city.

**Sec. 1.13.05.02 Authority.**

The City Manager shall have oversight authority and responsibility for the implementation of this article.

**Sec. 1.13.05.03 Establish a Process for Mitigation.**

- (a) The City Manager, in conjunction with the Parks and Recreation Director, shall create a process and procedure for mitigating the removal of trees on private property by creating a permit process for tree removal.
- (b) Upon inspection by the City Arborist, or a designated third-party arborist, persons seeking to remove a tree on the protected tree Preferred Plant list, that is over 10" in caliper measured five (5) 4.5 feet from the ground, shall be required to obtain a mitigation permit that is assessed a \$400 per caliper inch.
- (c) This fee shall not be assessed to residents if: (1) is located on a property that is an existing one-family or two-family dwelling that is the person's residence; and (2) is less than 10 inches in diameter at the point on the trunk 4.5 feet above the ground.
- (d) Replacement trees shall be from the approved tree Preferred Plant list and shall be the same number of caliper inches removed from the site.
- (e) Failure to replace caliper per caliper will result in less mitigation fee credits.
- (f) If the City Arborist, or 3<sup>rd</sup> party Arborist, establishes that the tree must be removed for health, safety, protection from damage to surrounding property or structures, or other public safety reasons, the City Manager shall have the authority to assess no mitigation fees; however:
 
  1. On non-residential property, the replacement trees in equal caliper inches must be replanted on the site.
  2. On residential a property that is an existing one-family or two-family dwelling that is the person's residence, no fee or replacement is required.
  3. If the property owner removes a tree(s) that does not meet the requirements of the above and is 10 inches in caliper measured 4.5 feet from the ground and is on the Preferred Plant list as Native and does meet the definition of a protected or a heritage tree the property owner will be required to replant one tree from the Preferred Plant List of a 2" caliper for each tree removed.
- (g) Individuals commending tree removal without a permit, shall be assessed double the mitigation fee, and must meet the requirements to replace trees on a caliper per caliper inch basis.

**Sec. 1.13.05.04 Penalty for Non-Compliance**

- (a) Any individual who removes trees without a permit, or does not comply with the mitigation requirements of 1.13.05.03 shall be subject to a \$500 to \$2000 fine, per tree, per offense and shall be charged with a misdemeanor offense,

## EXHIBIT A

Item 11A.

### Chapter 1 - GENERAL PROVISIONS ARTICLE 1.13.05 TREES ON PRIVATE PROPERTY

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#### **Sec. 1.13.05.05 Administrative Relief**

- (a) An individual may request relief to any part of this section to the City Manager.
- (b) If the appeal is denied, the individual may appeal to the Tree Advisory Board. The decision of the board shall be final.



# STAFF REPORT

**MEETING DATE:** April 8, 2025

**TITLE:**

Consider and act on Resolution No. 2025-75 to accept the grant from Lower Colorado River Authority Steps Forward grant in the amount of \$1,000 plus labor expenses.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Terry Moore, Parks & Recreation Director

**BACKGROUND/HISTORY:**

In November of 2024, the Parks & Recreation Department submitted a grant proposal to LCRA Steps Forward Day to assist with the repainting of the large pavilion at Bob Bryant Park and the cost of the paint. We also asked for assistance in the purchase and installation of two new trash cans around the playscape area.

The grant provides volunteers for the work and up to \$1000 for the cost of supplies.

We have received news that the grant has been awarded with the work scheduled for 4/10/25.

**FISCAL IMPACT:**

Donation of \$1000 plus cost of labor.

**RECOMMENDATION:**

Adopt Resolution No. 2025-75 to accept the grant from Lower Colorado River Authority Steps Forward grant in the amount of \$1,000 plus labor expenses.

**ATTACHMENTS:**

1. Resolution 2025-75 LCRA Step Forward Grant
2. Application submitted for the grant



**RESOLUTION NO. R-2025-75**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS ACCEPTING THE LOWER COLORADO RIVER AUTHORITY “STEPS FORWARD GRANT” IN THE AMOUNT OF ONE THOUSAND DOLLARS (\$1000) PLUS LABOR EXPENSES TO PAINT THE PAVILION AT BOB BRYANT PARK; 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 need and value to provide safe amenities in its city parks; and

**WHEREAS**, the City of Bastrop understands the high public use of Bob Bryant Park; and

**WHEREAS**, the painting of the pavilion will extend the life of the facility; and

**WHEREAS**, the LCRA “Steps Forward Grant” is provided as a give back to the community grant;

**WHEREAS**, the City of Bastrop, through Ascension Catholic Church is one of two communities across the nation to receive this grant; and

**WHEREAS**, accepting this donation will assist the city in providing a safe place play in the City of Bastrop.

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

**SECTION 1.** All the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

**SECTION 2.** The City Manager is hereby authorized to execute all necessary documents, authorizing accepting the donation from Lower Colorado River Authority in the amount of \$1,000 to offset the cost of paint and amenities.

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

**SECTION 4.** Should any portion or part of this Resolution be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall

remain in full force and effect.

**SECTION 5.** This resolution shall take effect immediately from and after its passage, and it is duly resolved.

**SECTION 6.** The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this the 08<sup>th</sup> day of April 2025.

**CITY OF BASTROP, TEXAS**

\_\_\_\_\_  
John Kirkland, Mayor-Pro Tem

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
City Attorney

Form Name:  
Submission Time:  
Unique ID:

LCRA Steps Forward Day Application  
November 22, 2024 4:27 pm  
1290185539

Item 11B.

## Steps Forward Day Application

<b>City or LCRA customer</b>	City of Bastrop
<b>Project organization or department</b>	City of Bastrop Parks and Recreation - Bastrop, TX
<b>Project contact name</b>	Terry Moore
<b>Title</b>	Parks & Recreation Director
<b>Email</b>	tmoore@cityofbastrop.org
<b>Work phone</b>	(512) 332-8825
<b>Mobile phone</b>	(512) 718-5399
<b>Backup contact name</b>	Marco Olivares
<b>Backup contact email</b>	molivares@cityofbastrop.org
<b>Backup contact phone</b>	(512) 332-8920

## Project Details

<b>Project title</b>	Bob Bryant Park Renovation
<b>Project address</b>	600 Charles Blvd Bastrop, TX 78602

**Project scope of work**

It's an exciting time in the City of Bastrop Park system. We would love to have LCRA join us as we continue to brighten up and renovate Bob Bryant Park.

1)The large pavilion is in need of repainting. The iron work has begun to fade and rust. The pavilion is 50 x 40 ft with metal posts and trusses. The roof of the pavilion is wood. It would be a tremendous help if volunteers could help paint the metal portion of the pavilion.

2) Installing new trashcans around the playground and pavilion.

3) There is a constant need for litter pick up and clearing of limbs around the park and along the disc golf course.

This work will be a continuation of the work happening in 2025 at BBP. The city is replacing the playscape, shade structure cloth, playground surfacing, and swings around the play area in February 2025. We have already done upgrades on the tennis/pickleball court, updated signage, painted the inside of the bathrooms and the outside of the fitness area plus added additional electric to the park. Additional plans include painting and restriping of the basketball court, replacing the rim and net and the fishing dock is scheduled for new railing.

If we could get help from LCRA to continue our improvements, it would go a LONG WAY towards helping us reach our goals for providing a quality park for the community.

<b>Estimated number of LCRA volunteers needed</b>	5-7 to paint the pavilion, 2 to install the trashcans, 4-5 to pick up litter and limb clearing
<b>Estimated intensity of work</b>	Medium = Outdoor work/light manual labor.
<b>Description of work's intensity</b>	<p>The Painting will be the highest intensity due to the need to climb ladders and paint about the head.</p> <p>Installing the trashcans is fairly easy with some lifting.</p> <p>Cleaning up litter and limb clearing will require some walking and bending.</p>

**What tools, equipment or special skills are necessary to complete the work?**

Painting project will require some ladders, paint brushes. And the city can provide that as well as some scaffolding to reach high places and of course the paint.

Installation of the trashcans will require wrenches to assemble the cans.

Litter clean up - bucket and "pickers" which we can provide.

Limb clearing and clean up will require some limb loppers and hand landscape tools. We will have a trailer on hand for trash and debris to be hauled off.

**Will this project require any prep work (i.e., power washing, priming, sanding)?**

Yes

**Description of needed prep work**

Clean up of the area on the pavilion that will be painted. It will be clean and ready to paint.

**Backup project scope of work**

The park is surrounded by white pipe fence that could be sanded and painted. If the project work is completed early, the fence would be an easy transition for volunteers.

There is also a beautiful community garden in the park and the Bastrop County Master Gardeners will be in full prep mode. Volunteers could participate and assist in that work.

**Project Site Photos**

**Project site photo**

[https://lcra365-my.sharepoint.com/:i:/g/personal/svc-od-comm\\_lcra\\_org/EWIKqrl1ye9CtFZ-SZQRCr0BAmMI2onvgS\\_2x6Ucswsrg?name=/68677740\\_pavilion.1.jpg](https://lcra365-my.sharepoint.com/:i:/g/personal/svc-od-comm_lcra_org/EWIKqrl1ye9CtFZ-SZQRCr0BAmMI2onvgS_2x6Ucswsrg?name=/68677740_pavilion.1.jpg)

**Project site photo**

[https://lcra365-my.sharepoint.com/:i:/g/personal/svc-od-comm\\_lcra\\_org/EdDCZbg2z-xGvZtqi-X0L4YB0dy92Q9yoisJ0rsl8i9ynQ?name=/68677754\\_pavilion.2.jpg](https://lcra365-my.sharepoint.com/:i:/g/personal/svc-od-comm_lcra_org/EdDCZbg2z-xGvZtqi-X0L4YB0dy92Q9yoisJ0rsl8i9ynQ?name=/68677754_pavilion.2.jpg)

**Project site photo**

[https://lcra365-my.sharepoint.com/:i:/g/personal/svc-od-comm\\_lcra\\_org/ES\\_exrQLY3BHnr1gK2jUYkABSkouR8A5Td87apjVT7SUIw?name=/68677756\\_pavilion3.jpg](https://lcra365-my.sharepoint.com/:i:/g/personal/svc-od-comm_lcra_org/ES_exrQLY3BHnr1gK2jUYkABSkouR8A5Td87apjVT7SUIw?name=/68677756_pavilion3.jpg)

**Project site photo**

[https://lcra365-my.sharepoint.com/:i:/g/personal/svc-od-comm\\_lcra\\_org/EcgHnbj3HBNKtLWcwCEGa-0BiEe2wO9ms4N2ADW09SCcQg?name=/68677758\\_entrance\\_sign.jpeg](https://lcra365-my.sharepoint.com/:i:/g/personal/svc-od-comm_lcra_org/EcgHnbj3HBNKtLWcwCEGa-0BiEe2wO9ms4N2ADW09SCcQg?name=/68677758_entrance_sign.jpeg)

**Project site photo descriptions**

The pictures are of the pavilion and the need for paint.

The last photo is of the entrance to the park.





# STAFF REPORT

**MEETING DATE:** April 8, 2025

**TITLE:**

Consider and act on the first reading of Ordinance No. 2025-17, amending Code of Ordinances Chapter 2 “Animal Control”, Article 2.02 “Vaccination and Licensing of Dogs and Cats” and Article 2.04 “Impoundment”, removing Section 2.02.004 “License Tag and Collar.”; amending Section 2.02.008 “Licensing and Fees” to “Pet Registration Requirement” and removing subsection (a)-(c); removing Section 2.04.006 “Confinement of Female Dogs and Cats during estrus”; move to include on the April 22, 2025, consent agenda for a second reading. This item is also referred to as the Microchipping Ordinance.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Robert McBain, Animal Control/Code Compliance

**BACKGROUND/HISTORY:**

In 2005 the City of Bastrop adopted Article 2.02 Vaccination and Licensing of Dogs and Cats. The purpose of this ordinance was to assist the city in locating the owners of lost pets to keep them from going to the dog pound and being euthanized. In 2008 there was an amendment to section 2.02.008 Licensing and fees which created a fee structure that was designed to promote animals being spayed and neutered. Since this ordinance was enacted in 2005, the technology has advanced significantly with Microchips. Microchips are now readily available at the veterinary clinics, animal shelters and Save an Angel where pet owners can have the microchips implanted in their pets. Also, with the microchip there is a tag included that goes on the pets collar that includes the microchip number and manufacture company which allows anyone to call and reunite the animal with its owner. This modern approach offers a more reliable method of reuniting lost pets with their owners.

There are many options for the citizens to get their pet implanted with a microchip with various prices located in Bastrop such as all veterinarian clinics, Bastrop Animal Shelter and Save an Angel.

On February 25, 2025 City Council meeting this item was tabled until the April 8, 2025 City Council Meeting with the request that staff hold a Town Hall Meeting as it relates to Pet Registration and Microchipping along with getting the public input through a survey. The Town Hall meeting was held on Wednesday, April 2<sup>nd</sup> at 5:30 p.m.

There were 169 responses from the survey with the results below:

1. 51% have their pets already microchipped. The City of Bastrop would like to close that gap to save more pets and costs.
2. 88% think microchipping is an effective way to reunite lost pets with their owners.



3. 34% say microchipping is too expensive.
4. 83% are interested in a low-cost and free microchipping event.
5. 59% prefer microchipping as their chosen method of pet identification against collars with tags and GPS trackers.
6. 62% support requiring pet registration within the City Limits of Bastrop.

### **Citizen Comments from the April 2, 2025 Town Hall Meeting:**

There were approximately 15 people who attended in person while 20 people were watching from the livestream. Everyone who attended and spoke their opinions or shared their stories were for the idea of microchipping. There were stories shared on how microchipping helped them personally or someone they know to reunite with their beloved pets.

Part of the discussion was the benefit that city staff and others could return animals to their owners if microchipped and would not have to end up at the animal shelter.

Animals that are chipped but owners could not be contacted are held for 10 days at the Animal Shelter, where those that are not chipped are only held for 3 days.

The benefit of returning animals directly to their owner does not expose the animal to stress, diseases and even euthanasia that can occur at the Animal Shelter.

Every animal that is taken to the shelter costs the city \$270.00. If a pet is microchipped, the pet can be reunited with their owner as save The City money. With the money saved The City would be able to host spay/neutering events.

Any animal impounded at the shelter upon release will be microchipped whether released to owner or adopted.

The Texas State Law Sec.823.004 Microchip Scan Required states that animals are to be scanned once placed in an animal shelter or a releasing agency.

**The City of Bastrop allows Save an Angel to have monthly vaccination clinics at City Hall, and microchipping at \$22 per animal is provided.**

A citizen shared a great idea that we as a City should partner with utility companies, apartments, HOA's, contractors, and developments to advertise the ordinance for microchipping. City staff will pursue this along with other means of public information and education.

The overall consensus of the survey and the Town Hall Meeting was that animals should be microchipped.

### **PROPOSED CHANGE:**

The proposed change is to simplify the ordinance by removing Section 2.02.004 Licensing tag and collar and Section 2.04.006 Confinement of female dogs and cats during estrus. With this change we are also amending Section 2.02.008 Licensing and Fees to reflect the following:

#### **Sec. 2.02.008 Pet Registration Requirement**

In accordance with the city ordinance, all residents of the city are required to have their dog(s) and cat(s), aged four months and older, implanted with a microchip. The microchip must be registered with the owner's current

information. For newly acquired pet owners must ensure their dog(s) and cat(s) are microchipped within 30 days of ownership or 30 days of locating to the city.

This change will allow the funds and time citizens on registering and paying the registering fees to obtain a microchip for their pets which will assist in reuniting the pet with their owner. Instead of focusing on registering pets, city staff will now have the time to educate the pet owner of the necessity of microchipping their pet and other requirements of animal control.

**FISCAL IMPACT:**

The City of Bastrop would be saving \$270.00 per animal that could be reunited with their owners instead of being taken to the Animal Shelter.

**RECOMMENDATION:**

Consider and act on approving Ordinance 2025-17 amending the Code of Ordinances Chapter 2 “Animal Control”, Article 2.02 “Vaccination and Licensing of Dogs and Cats” and Article 2.04 “Impoundment”, removing Section 2.02.004 “License Tag and Collar.”; amending Section 2.02.008 “Licensing and Fees” to “Pet Registration Requirement” and removing subsection (a)-(c); removing Section 2.04.006 “Confinement of Female Dogs and Cats during estrus as presented.

**ATTACHMENTS:**

- 1. Existing Ordinance
- 2. Ordinance 2025-17

ORDINANCE NO. 2025-17

AMENDING CHAPTER 2 ANIMAL CONTROL LICENSE REQUIREMENTS

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AMENDING CODE OF ORDINANCES CHAPTER 2 “ANIMAL CONTROL”, ARTICLE 2.02 “VACCINATION AND LICENSING OF DOGS AND CATS” AND ARTICLE 2.04 “IMPOUNDMENT”, REMOVING SECTION 2.02.004 “LICENSE TAG AND COLLAR.”; AMENDING SECTION 2.02.008 “LICENSING AND FEES” TO “PET REGISTRATION REQUIREMENT” AND REMOVING SUBSECTION (A)-(C); REMOVING SECTION 2.04.006 “CONFINEMENT OF FEMALE DOGS AND CATS DURING ESTRUS”; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Bastrop, Texas (the “City”) is a home rule municipality located in Bastrop County, Texas hereby seeks to promote animal welfare, safety, and health; and

WHEREAS, the City Council finds and determines that the requirements adopted here in are authorized under statute and comport with current federal, state, and local law; and

WHEREAS, the City finds it necessary to review and amend certain aforementioned codes to meet changing conditions and are in the best interest of the City; and

WHEREAS, the City finds that this Ordinance was passed and approved at a meeting of the City Council of the City of Bastrop held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members was present and voting.

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

Section 1. Findings of Fact. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. Amendment. Chapter 2 Article 2.02, Sections 2.02.004 and 2.02.008 is hereby amended as set forth with underlines being additions, double underlines being moved text, and ~~strike throughs~~ being deletions.

**Sec. 2.02.004 License tag and collar.**

Upon payment of the license fee, where applicable, the city shall issue to the owner a license certificate and metal tag having stamped the number corresponding with the number of the certificate. Such tag shall at all times be securely attached to a collar or harness around the neck of the licensed animal. In case a tag is lost, a duplicate will be issued by the city police department, or its designee, upon presentation of the receipt showing the payment of the license fee. Tags shall not be transferable from one animal to another, and no refunds shall be made. ;hn0;

**Sec. 2.02.008 Licensing and fees Pet Registration Requirement.**

In accordance with the city ordinance, all residents of the city are required to have their dog(s) and cat(s), aged four months and older, implanted with a microchip. The microchip must be registered with the owner’s current information. For newly acquired pets owners must ensure their dog(s) and cat(s) are microchipped within 30 days of ownership or 30 days of locating to the city.

- ~~(a) License required. No person shall own, keep or harbor a dog over the age of three (3) months within the city, unless a license has been obtained for the dog owned.~~
- ~~(b) Administration of licensing. The city will furnish licenses as provided for herein. Licenses shall be available at the following locations:
 
  - ~~(1) City utility department;~~
  - ~~(2) The city police department; and~~
  - ~~(3) The county animal shelter.~~~~
- ~~(c) Application. Written applications for dog licenses shall be made upon a printed application form provided by the city and shall state the name and address of the owner of the dog(s), and the name, breed, color, age and sex of each dog being licensed. Applications may be obtained at the locations provided for above in subsection (b) of this section.~~
- ~~(d) Conditions for license. Dog license tags shall be issued upon payment of a license fee and upon presentation of a rabies certificate issued by a licensed veterinarian showing that such vaccination was given in compliance with state law.~~
- ~~(e) License fee and term of licenses.
 
  - ~~(1) If the owner presents documentation prepared and signed by a veterinarian licensed by the state which demonstrates that the dog to be licensed has been altered, the owner shall be provided a lifetime license for such animal, for a one-time licensing fee as set forth in section A2.02.008 of the fee schedule in appendix A to this code;~~
  - ~~(2) Owners of an unaltered dog(s) shall be required to file an application for a new license for the dog(s), each year. The fee for such annual license shall be as set forth in section A2.02.008 of the fee schedule in appendix A to this code;~~~~

~~(3) No license fees shall be due or paid for any dog that is owned by a citizen over 65 years of age, if such animal is altered. Unaltered animals owned by citizens over 65 years of age shall be licensed as set forth above in subsection (e)(2).~~

**Section 2.** Enactment. Chapter 2, Article 2.04, Section 2.04.006 of the City of Bastrop Code of Ordinances is hereby amended as set forth with underlines being additions, double underlines being moved text, and strikethroughs being deletions.

**~~Sec. 2.04.006 Confinement of female dogs and cats during estrus.~~**

~~The owner/harbinger of any unneutered female dog or cat in the state of estrus ("in heat") shall confine the animal that is in heat during such period of time, by enclosing the animal in a house, building or other secure enclosure. The area of enclosure shall be so constructed that no other dog or cat may gain access to the confined animal(s), except for the purpose of intentional breeding of the animal by the owners/harborers. Owners/harborers who do not comply with this requirement shall be ordered to immediately remove the animal that is in heat from other person's or public property, and to place the animal in confined quarters. Failure to comply with the removal order of the animal control department shall be a violation of this article and the dog or cat that is in heat, but is not confined, may be impounded as prescribed in this chapter. All expenses incurred as a result of this confinement shall be paid by the owner/harbinger of such animals.~~

**Section 3.** Codification. The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

**Section 4.** Passage. Pursuant to Section 3.12 of the City Charter, the Council determined that the first reading of this Ordinance is sufficient for adequate consideration by an affirmative vote of five or more members of the City Council during the first reading and the Ordinance was passed by the affirmative vote of four or more members of the City Council; therefore, this Ordinance is adopted and enacted without further readings. In the event a second reading is necessary, this Ordinance is adopted and enacted upon the affirmative vote of four or more members of the City Council upon a second reading.

**Section 5.** Severability. If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.

**Section 6.** Repeal. This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.

**Section 7.** Effective Date. This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.

**READ & ACKNOWLEDGED on First Reading** by the City Council of the City of Bastrop, on this, the 8th day of April 2025.

**PASSED & APPROVED on Second Reading** by the City Council of the City of Bastrop, on this, the 22nd day of April 2025.

**APPROVED:**

by: \_\_\_\_\_  
John Kirkland, Mayor Pro-Tem

**ATTEST:**

\_\_\_\_\_  
City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney



# STAFF REPORT

**MEETING DATE:** March 25, 2024

**TITLE:**

A. Conduct a public hearing, consider and act on second reading of Ordinance No. 2025-38 Levying Special Assessments For, And Apportioning The Costs Of, Certain Improvements To Property In And For The Valverde Public Improvement District Improvement Area #1; Fixing A Charge And Lien Against All Properties Within The District, And The Owners Thereof; Providing For The Manner And Method Of Collection Of Such Assessments; Making A Finding Of Special Benefit To Property In The District And The Real And True Owners Thereof; Approving A Service And Assessment Plan.

B. Consider and act on second reading of Ordinance No. 2025-39 Authorizing The Issuance Of The "City Of Bastrop, Texas Special Assessment Revenue Bonds, Series 2025 (Valverde Public Improvement District Improvement Area #1 Project)"; Approving And Authorizing An Indenture Of Trust, A Bond Purchase Agreement, An Offering Memorandum, A Continuing Disclosure Agreement And Other Agreements And Documents In Connection Therewith; Making Findings With Respect To The Issuance Of Such Bonds.

**AGENDA ITEM SUBMITTED BY:**

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

**BACKGROUND/HISTORY:**

The Public Improvement District (PID) Act in the Local Government Code (Subchapter A of Chapter 372) authorizes political subdivisions, such as the City, to create public improvement districts and to impose assessments within the public improvement district to pay for public improvements. Those improvements can be related to water, wastewater, roads, parks, drainage, those items with a public purpose. The City approved the creation of the district on March 9, 2021, as the NEU Community Bastrop, and is now subsequently Valverde Public Improvement District.

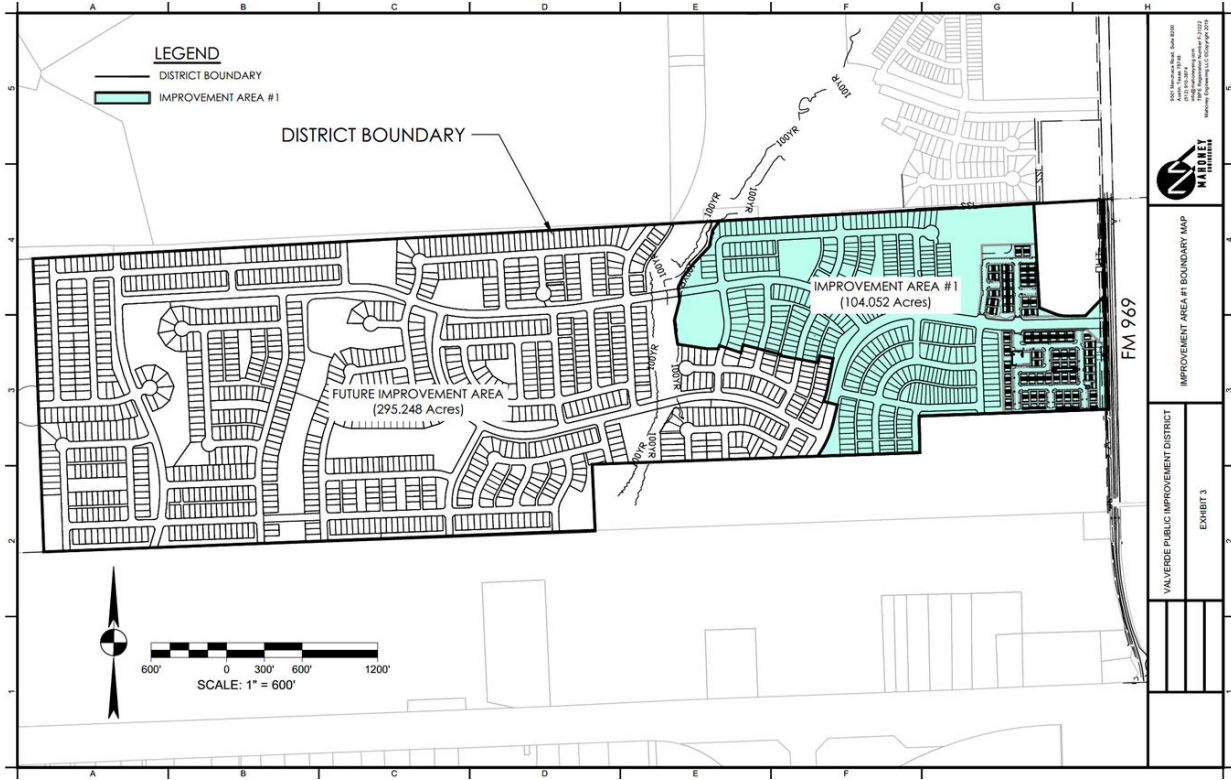
The District is not a separate political entity from the City but rather reflects an area within the City that the City Council has designated and within which the City is authorized to levy assessments for public improvements.

The Bonds to be issued in the amount of \$11,939,000 (preliminary and subject to change) will be assessed against each lot in the district. Unlike the Hunter's Crossing PID, this PID does not include separate maintenance. That is to be handled by the creation of a homeowner's association.

The Valverde project is located at FM 969 and the newly created Puerta Plata Drive, which will ultimately connect at FM 20.

The District has been reviewed by the City's bond counsel, as well as a 3<sup>rd</sup> party administrator, P3 works, who will assist the city in management of the PID required annual reports, etc.





The figure above shows the entire district boundary

**FISCAL IMPACT:**

None. Costs are borne by the district.

**RECOMMENDATION:**

Approve as submitted.

**ATTACHMENTS:**

1. Ordinance
2. Bond Language

**PRELIMINARY LIMITED OFFERING MEMORANDUM DATED MARCH 18, 2025**

INITIAL PURCHASERS ARE ADVISED THAT THE BONDS BEING OFFERED PURSUANT TO THIS LIMITED OFFERING MEMORANDUM ARE BEING OFFERED TO “QUALIFIED INSTITUTIONAL BUYERS” AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND “ACCREDITED INVESTORS” AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT. THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT IN RELIANCE UPON THE EXEMPTION PROVIDED BY SECTION 3(A)(2) THEREIN. NO ACTION HAS BEEN TAKEN TO QUALIFY THE BONDS FOR SALE UNDER THE SECURITIES LAWS OF ANY STATE. SEE “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS.”

*In the opinion of McCall, Parkhurst & Horton L.L.P., Bond Counsel, interest on the Bonds will be excludable from gross income for federal income tax purposes under statutes, regulations, published rulings and court decisions on the date thereof, subject to the matters described under “TAX MATTERS” herein, including the alternative minimum tax on certain corporations.*

**\$11,939,000\*****CITY OF BASTROP, TEXAS****(a municipal corporation of the State of Texas located in Bastrop County)****SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025****(VALVERDE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1)****Dated Date: Date of Delivery (as defined below)****Due: September 1, as shown on page i****Interest to Accrue from the Date of Delivery**

The City of Bastrop, Texas Special Assessment Revenue Bonds, Series 2025 (Valverde Public Improvement District Improvement Area #1) (the “Bonds”), are being issued by the City of Bastrop, Texas (the “City”). The Bonds will be issued in fully registered form, without coupons, in authorized denominations of \$100,000 of principal amount and any integral multiple of \$1,000 in excess thereof. The Bonds will bear interest at the rates set forth on page i hereof, and such interest will be calculated on the basis of a 360-day year of twelve 30-day months, and will be payable on each March 1 and September 1, commencing September 1, 2025, until maturity or earlier redemption. The Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), New York, New York. No physical delivery of the Bonds will be made to the beneficial owners thereof. For so long as the book-entry only system is maintained, the principal of and interest on the Bonds will be paid from the sources described herein by BOKF, NA, Dallas, Texas, as trustee (the “Trustee”), to Cede & Co. as the registered owner thereof. See “BOOK-ENTRY ONLY SYSTEM.”

The Bonds are being issued by the City pursuant to the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the “PID Act”), an ordinance expected to be adopted by the City Council (the “City Council”) on March 25, 2025, and an Indenture of Trust, dated as of April 1, 2025 (the “Indenture”), entered into by and between the City and the Trustee. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture.

Proceeds of the Bonds will be used for the purpose of (i) paying a portion of the Actual Costs of the Improvement Area #1 Improvements (as defined herein), (ii) paying capitalized interest on the Bonds during the period of construction and acquisition of Improvement Area #1 Improvements, (iii) funding a reserve account for payment of principal and interest on the Bonds, (iv) funding the initial deposit to the Administrative Fund for the payment of the initial Annual Collection Costs, and (v) paying the costs of issuance of the Bonds. See “THE IMPROVEMENT AREA #1 IMPROVEMENTS” and “APPENDIX A — Form of Indenture.”

The Bonds, when issued and delivered, will constitute valid and binding special, limited obligations of the City payable solely from and secured by the Pledged Revenues, consisting primarily of Assessments levied against assessable properties in the Valverde Public Improvement District (originally created as Viridian Public Improvement District, and formerly known as NEU Community Bastrop) (the “District”) in accordance with a Service and Assessment Plan and other funds comprising the Trust Estate, all to the extent and upon the conditions described herein. The Bonds are not payable from funds raised or to be raised from taxation. The Assessments are expected to be levied in accordance with the Assessment Ordinance (as defined herein) of the City. See “SECURITY FOR THE BONDS.”

The Bonds are subject to redemption at the times, in the amounts, and at the redemption prices more fully described herein under the subcaption “DESCRIPTION OF THE BONDS — Redemption Provisions.”

The Bonds involve a significant degree of risk and are not suitable for all investors. Prospective purchasers should carefully evaluate the risks and merits of an investment in the Bonds, should consult with their legal and financial advisors before considering a purchase of the Bonds, and should be willing to bear the risks of loss of their investment in the Bonds. The Bonds are not credit enhanced or rated and no application has been made for a rating on the Bonds. See “BONDHOLDERS’ RISKS” and “SUITABILITY FOR INVESTMENT.”

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY’S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE TRUST ESTATE. SEE “SECURITY FOR THE BONDS.”

This cover page contains certain information for quick reference only. It is not a summary of the Bonds. Investors must read this entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

The Bonds are offered for delivery when, as, and if issued by the City and accepted by FMSbonds, Inc. (the “Underwriter”), subject to, among other things, the approval of the Bonds by the Attorney General of Texas and the receipt of the opinion of McCall, Parkhurst & Horton L.L.P., Austin, Texas, Bond Counsel, as to the validity of the Bonds and the excludability of interest thereon from gross income for federal income tax purposes. See “APPENDIX C — Form of Opinion of Bond Counsel.” Certain legal matters will be passed upon for the City by its counsel, Denton Navarro Rodriguez Bernal Santee & Zech, P.C., for the Underwriter by its counsel, Greenberg Traurig, LLP; see “LEGAL MATTERS – Legal Proceedings”) and for the Developer by its counsel Metcalfe Wolff Stuart & Williams, LLP. It is expected that the Bonds will be delivered in book-entry form through the facilities of DTC on or about April 17, 2025 (the “Date of Delivery”).

**FMSBONDS, INC.**

\* Preliminary; subject to change

This Preliminary Limited Offering Memorandum and the information contained herein are subject to completion and amendment without notice. Under no circumstances shall this Preliminary Limited Offering Memorandum constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws hereunder.

**MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, PRICES, YIELDS,  
AND CUSIP NUMBERS**

CUSIP Prefix: \_\_\_\_\_ (a)

**\$11,939,000\***  
**CITY OF BASTROP, TEXAS**  
**(a municipal corporation of the State of Texas located in Bastrop County)**  
**SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025**  
**(VALVERDE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1)**

**\$ \_\_\_\_\_ Term Bonds**

\$ \_\_\_\_\_ % Term Bonds, Due September 1, 20\_\_, Priced to Yield \_\_\_\_\_%; CUSIP \_\_\_\_\_ (a) (c)

\$ \_\_\_\_\_ % Term Bonds, Due September 1, 20\_\_, Priced to Yield \_\_\_\_\_%; CUSIP \_\_\_\_\_ (a) (c)

\$ \_\_\_\_\_ % Term Bonds, Due September 1, 20\_\_, Priced to Yield \_\_\_\_\_%; CUSIP \_\_\_\_\_ (a) (b) (c)

- 
- (a) CUSIP numbers are included solely for the convenience of owners of the Bonds. CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by FactSet Research Systems on behalf of the American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. CUSIP numbers are provided for convenience of reference only. None of the City, the City’s Financial Advisor or the Underwriter takes any responsibility for the accuracy of such numbers.
  - (b) The Bonds are subject to redemption, in whole or in part, prior to stated maturity, at the option of the City, on any date on or after September 1, 20\_\_ at the redemption price of 100% of the principal amount plus accrued and unpaid interest to the date of redemption as described herein under “DESCRIPTION OF THE BONDS — Redemption Provisions.”
  - (c) The Bonds are also subject to mandatory sinking fund redemption and extraordinary optional redemption as described herein under “DESCRIPTION OF THE BONDS — Redemption Provisions.”

\* Preliminary; subject to change.

**CITY OF BASTROP, TEXAS  
CITY COUNCIL**

<u>City Council Members*</u>	<u>Term Expires</u>
John Kirkland, Mayor Pro Tem	May 2025
Cheryl Lee, Place 1	May 2025
Cynthia Meyer, Place 2	May 2027
Kevin Plunkett, Place 3	May 2026
Kerry Fossler, Place 4	May 2027

*\* The City's Mayor resigned as of January 14, 2025, and the Mayor Pro Tem will preside over the City's operations until such time as a new Mayor is elected. The City expects to hold an election for the Mayor position in May 2025, with a term expiring May 2026.*

<b>CITY MANAGER</b> Sylvia Carrillo-Trevino	<b>CHIEF FINANCIAL OFFICER</b> Judy Sandrussi	<b>ASSISTANT CITY SECRETARY</b> Victoria Psencik
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**ADMINISTRATOR**  
P3Works, LLC

**FINANCIAL ADVISOR TO THE CITY**  
Specialized Public Finance, Inc.

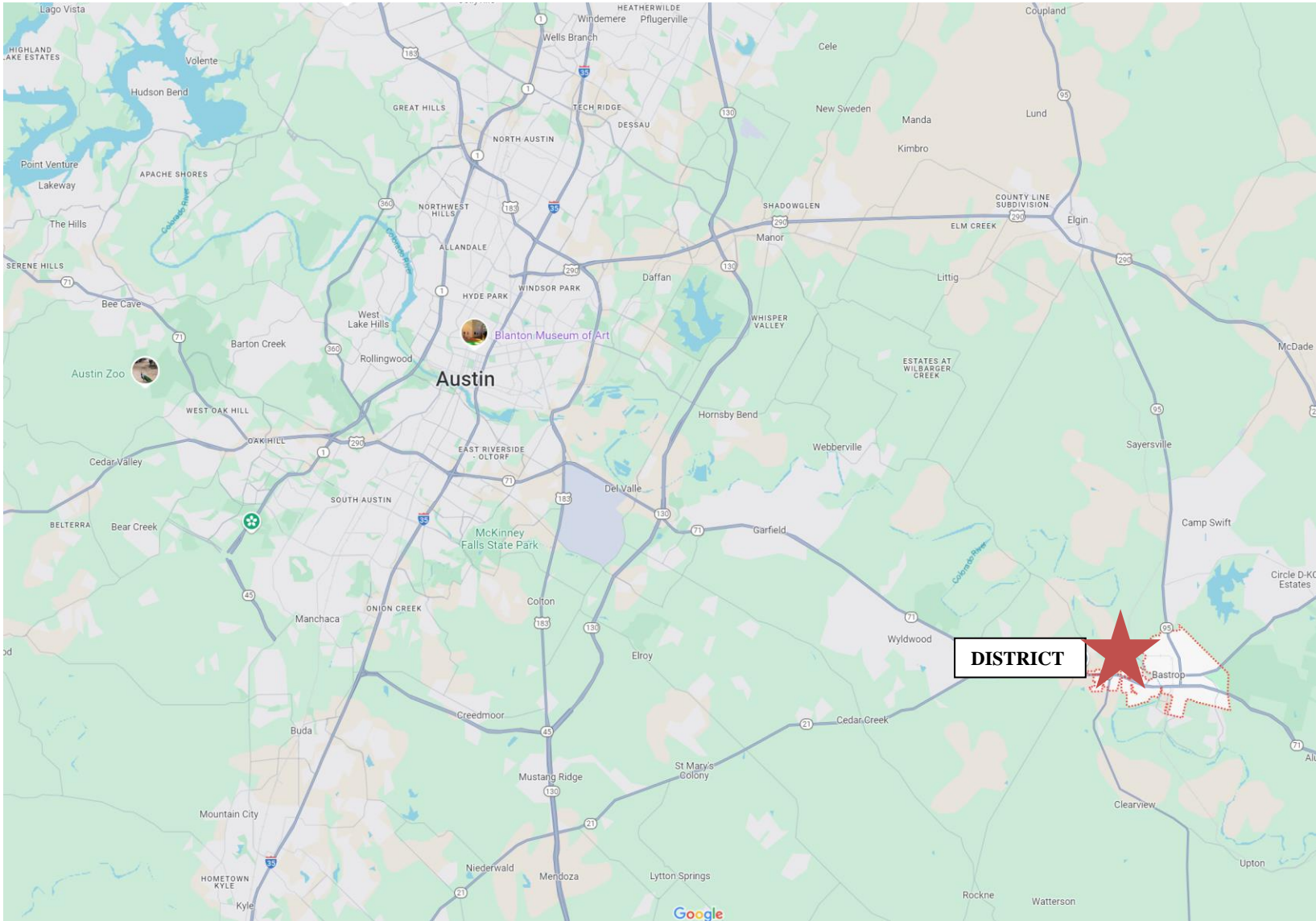
**BOND COUNSEL**  
McCall, Parkhurst & Horton L.L.P.

**UNDERWRITER'S COUNSEL**  
Greenberg Traurig, LLP

For additional information regarding the City, please contact:

Sylvia Carillo-Trevino City Manager City of Bastrop, Texas 1311 Chestnut Street Bastrop, Texas 78602 (512) 332-8800 scarillo@cityofbastrop.org	Dan Wegmiller Managing Director Specialized Public Finance, Inc. 248 Addie Roy, Road, Suite B-103 Austin, Texas 78731 (512) 275-7300 dan@spfmuni.com
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**REGIONAL LOCATION MAP OF THE DISTRICT**

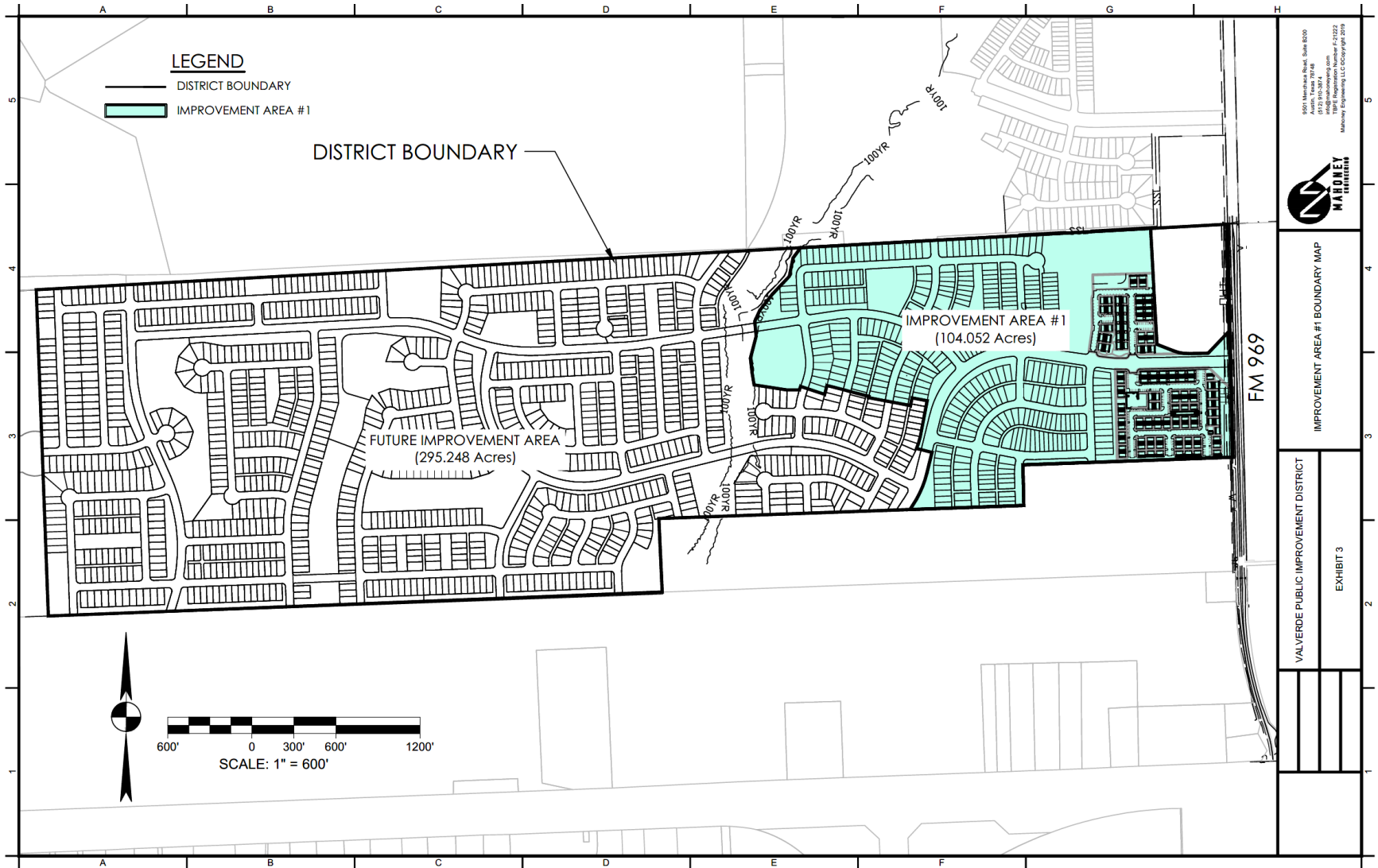




AREA LOCATION MAP OF THE DISTRICT



### MAP SHOWING BOUNDARIES OF THE DISTRICT AND IMPROVEMENT AREA #1





*FOR PURPOSES OF COMPLIANCE WITH RULE 15C2-12 OF THE SECURITIES AND EXCHANGE COMMISSION (“RULE 15C2-12”), AS AMENDED AND IN EFFECT ON THE DATE OF THIS LIMITED OFFERING MEMORANDUM, THIS DOCUMENT CONSTITUTES AN “OFFICIAL STATEMENT” OF THE CITY WITH RESPECT TO THE BONDS THAT HAS BEEN “DEEMED FINAL” BY THE CITY AS OF ITS DATE EXCEPT FOR THE OMISSION OF NO MORE THAN THE INFORMATION PERMITTED BY RULE 15C2-12.*

THE INITIAL PURCHASERS ARE ADVISED THAT THE BONDS BEING OFFERED PURSUANT TO THIS LIMITED OFFERING MEMORANDUM ARE BEING INITIALLY OFFERED AND SOLD ONLY TO “QUALIFIED INSTITUTIONAL BUYERS” AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”) AND “ACCREDITED INVESTORS” AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED PURSUANT TO THE SECURITIES ACT. SEE “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS” HEREIN. EACH INITIAL PURCHASER IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT IN THE BONDS, MUST BE ABLE TO BEAR THE ECONOMIC AND FINANCIAL RISK OF SUCH INVESTMENT IN THE BONDS, AND MUST BE ABLE TO AFFORD A COMPLETE LOSS OF SUCH INVESTMENT. CERTAIN RISKS ASSOCIATED WITH THE PURCHASE OF THE BONDS ARE SET FORTH UNDER “BONDHOLDERS’ RISKS” HEREIN. EACH INITIAL PURCHASER, BY ACCEPTING THE BONDS, AGREES THAT IT WILL BE DEEMED TO HAVE MADE THE ACKNOWLEDGEMENTS AND REPRESENTATIONS DESCRIBED UNDER THE HEADING “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS.”

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE CITY OR THE UNDERWRITER TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS LIMITED OFFERING MEMORANDUM, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY EITHER OF THE FOREGOING. THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY AND THERE SHALL BE NO OFFER, SOLICITATION OR SALE OF THE BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS LIMITED OFFERING MEMORANDUM IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE UNITED STATES FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION. THE INFORMATION SET FORTH HEREIN HAS BEEN FURNISHED BY THE CITY AND OBTAINED FROM SOURCES, INCLUDING THE DEVELOPER, WHICH ARE BELIEVED BY THE CITY AND THE UNDERWRITER TO BE RELIABLE, BUT IT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF THE UNDERWRITER. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS LIMITED OFFERING MEMORANDUM, NOR ANY SALE MADE HEREUNDER, SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY OR THE DEVELOPER SINCE THE DATE HEREOF.

NONE OF THE CITY, THE FINANCIAL ADVISOR OR THE UNDERWRITER MAKE ANY REPRESENTATION AS TO THE ACCURACY, COMPLETENESS, OR ADEQUACY OF THE INFORMATION SUPPLIED BY THE DEPOSITORY TRUST COMPANY FOR USE IN THIS LIMITED OFFERING MEMORANDUM.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH LAWS. THE REGISTRATION OR QUALIFICATION OF THE BONDS UNDER THE SECURITIES LAWS OF ANY JURISDICTION IN WHICH THEY MAY HAVE BEEN REGISTERED OR QUALIFIED, IF ANY, SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NONE OF SUCH JURISDICTIONS, OR ANY OF THEIR AGENCIES, HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS LIMITED OFFERING MEMORANDUM.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS LIMITED OFFERING MEMORANDUM CONSTITUTE “FORWARD-LOOKING STATEMENTS” WITHIN THE MEANING OF THE UNITED STATES PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995, SECTION 21E OF THE UNITED STATES EXCHANGE ACT OF 1934, AS AMENDED, AND SECTION 27A OF THE SECURITIES ACT. SUCH STATEMENTS ARE GENERALLY IDENTIFIABLE BY THE TERMINOLOGY USED SUCH AS “PLAN,” “EXPECT,” “ESTIMATE,” “PROJECT,” “ANTICIPATE,” “BUDGET” OR OTHER SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. NEITHER THE CITY NOR THE UNDERWRITER PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN

ANY OF THE EXPECTATIONS, EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER “CONTINUING DISCLOSURE” HEREIN.

THE TRUSTEE HAS NOT PARTICIPATED IN THE PREPARATION OF THIS LIMITED OFFERING MEMORANDUM AND ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED IN THIS LIMITED OFFERING MEMORANDUM OR THE RELATED TRANSACTIONS AND DOCUMENTS OR FOR ANY FAILURE BY ANY PARTY TO DISCLOSE EVENTS THAT MAY HAVE OCCURRED AND MAY AFFECT THE SIGNIFICANCE OR ACCURACY OF SUCH INFORMATION.

REFERENCES TO WEBSITE ADDRESSES PRESENTED HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY BE IN THE FORM OF A HYPERLINK SOLELY FOR THE READER’S CONVENIENCE. UNLESS SPECIFIED OTHERWISE, SUCH WEBSITES AND THE INFORMATION OR LINKS CONTAINED THEREIN ARE NOT INCORPORATED INTO, AND ARE NOT PART OF, THIS LIMITED OFFERING MEMORANDUM FOR PURPOSES OF, AND AS THAT TERM IS DEFINED IN, RULE 15C2-12.

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**PRELIMINARY LIMITED OFFERING MEMORANDUM**

**\$11,939,000\***

**CITY OF BASTROP, TEXAS**

**(a municipal corporation of the State of Texas located in Bastrop County)**

**SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025**

**(VALVERDE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1)**

**INTRODUCTION**

The purpose of this Limited Offering Memorandum, including the cover page, inside cover and appendices hereto, is to provide certain information in connection with the issuance and sale by the City of Bastrop, Texas (the “City”), of its \$11,939,000\* aggregate principal amount of Special Assessment Revenue Bonds, Series 2025 (Valverde Public Improvement District Improvement Area #1) (the “Bonds”).

INITIAL PURCHASERS ARE ADVISED THAT THE BONDS BEING OFFERED PURSUANT TO THIS LIMITED OFFERING MEMORANDUM ARE BEING OFFERED INITIALLY TO AND ARE BEING SOLD ONLY TO “ACCREDITED INVESTORS” AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT OF 1933”) AND “QUALIFIED INSTITUTIONAL BUYERS” AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933. PROSPECTIVE INVESTORS SHOULD BE AWARE OF CERTAIN RISK FACTORS, ANY OF WHICH, IF MATERIALIZED TO A SUFFICIENT DEGREE, COULD DELAY OR PREVENT PAYMENT OF PRINCIPAL OF AND/OR INTEREST ON THE BONDS. THE BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. SEE “SUITABILITY FOR INVESTMENT” AND “BONDHOLDERS’ RISKS.”

The Bonds are being issued by the City pursuant to the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the “PID Act”), the ordinance authorizing the issuance of the Bonds expected to be adopted by the City Council of the City (the “City Council”) on March 25, 2025 (the “Bond Ordinance”), and an Indenture of Trust, dated as of April 1, 2025 (the “Indenture”), entered into by and between the City and BOKF, NA, Dallas, Texas, as trustee (the “Trustee”). The Bonds will be secured by a pledge and lien upon the Trust Estate (as defined in the Indenture) consisting primarily of revenue from special assessments (the “Assessments”) to be levied against assessable property (the “Assessed Property”) located within Improvement Area #1 of the Valverde Public Improvement District (originally created as Viridian Public Improvement District, and formerly known as NEU Community Bastrop) (the “District”) pursuant to an ordinance (the “Assessment Ordinance”) expected to be adopted by the City Council on March 25, 2025. The City created the District as “Viridian Public Improvement District” pursuant to an ordinance adopted by the City Council on March 9, 2021 (the “Creation Resolution”) and subsequently changed the name of the District to “Valverde Public Improvement District.” Prior to its creation, the District was referred to as NEU Community Bastrop.

Reference is made to the Indenture for a full statement of the authority for, and the terms and provisions of, the Bonds. All capitalized terms used in this Limited Offering Memorandum that are not otherwise defined herein shall have the meanings set forth in the Indenture. See “APPENDIX A — Form of Indenture.”

Set forth herein are brief descriptions of the City, the District, Continental Homes of Texas, L.P. (the “Developer”), P3Works, LLC (the “Administrator”), the Creation Resolution, the Assessment Ordinance, the Bond Ordinance, the Service and Assessment Plan (as defined herein), the Development Agreement (as defined herein), the Viridian Public Improvement District Financing and Reimbursement Agreement dated as of September 14, 2021 between the Developer and the City (the “Financing and Reimbursement Agreement”), together with summaries of terms of the Bonds and the Indenture and certain provisions of the PID Act. All references herein to such documents and the PID Act are qualified in their entirety by reference to such documents or such PID Act and all references to the Bonds are qualified by reference to the definitive forms thereof and the information with respect thereto contained in the Indenture. Copies of these documents may be obtained during the period of the offering of the Bonds from the

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\* Preliminary; subject to change.

Underwriter, FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas, 75034, phone: (214) 302-2246. The form of the Indenture appears in APPENDIX A and the Form of Service and Assessment Plan appears as APPENDIX B. The information provided under this caption “INTRODUCTION” is intended to provide a brief overview of the information provided in the other captions herein and is not intended, and should not be considered, fully representative or complete as to the subjects discussed hereunder.

**PLAN OF FINANCE**

**The District**

The PID Act authorizes political subdivisions, such as the City, to create public improvement districts and to impose assessments within the public improvement district to pay for public improvements. The District was created for the purpose of undertaking and financing the cost of certain public improvements within the District, including the Improvement Area #1 Improvements (as defined herein), authorized by the PID Act and approved by the City Council that confer a special benefit on the District. The District is not a separate political entity from the City but rather reflects an area within the City that City Council has designated and within which the City is authorized to levy assessments for public improvements.

**Development Plan, Status of Development, and Plan of Finance**

The District is composed of approximately 410.59 acres of which approximately 399.878 acres are being developed as a master planned residential development by the Developer (the “Development”). The Development is expected to include approximately 1,399 single-family residential lots, consisting of a mixture of 32’, 43’, 45’ and 50’ lots, as well as 250 townhome rental units at build out. Approximately 10.59 acres within the boundaries of the District will be non-assessed land and will not be part of the Development. Such acreage is expected to be developed as adjacent commercial development.

The Developer will develop its land in the District in phases, beginning with the development of approximately 104.052 acres of the District, herein referred to as “Improvement Area #1,” as shown on the “MAP SHOWING BOUNDARIES OF THE DISTRICT AND IMPROVEMENT AREA #1” on page v. See “THE DEVELOPMENT — Development Plan and Status of Development in Improvement Area #1 of the District.” The areas shown as “Future Improvement Area” on the “MAP SHOWING BOUNDARIES OF THE DISTRICT AND IMPROVEMENT AREA #1” on page v, is referred to herein as the “Future Improvement Areas.”

The Developer purchased approximately 399.878 acres of land, which includes the land within Improvement Area #1 of the District, on December 17, 2020, from David K. Grassel at a purchase price of \$11,600,000, which was funded with cash available to the Developer. The Developer is the owner of all 399.878 acres being developed in the District, including Improvement Area #1. Approximately 10.59 acres within the boundaries of the District are owned by SIS Bastrop, LLC, and will not be assessed or part of the Development.

Development in the District began with Improvement Area #1, which is expected to contain a total of 352 single-family residential lots and 250 townhomes, and is being developed in three phases. The initial phase of single-family development in Improvement Area #1 contains 174 lots and is referred to by the Developer as “Phase 2.” The second phase of single-family development in Improvement Area #1 is expected to contain 178 lots and is referred to by the Developer as “Phase 3.” The third phase of development in Improvement Area #1 contains all 250 townhomes, and is referred to by the Developer as “Phase 13.”

The Developer has constructed and will construct improvements consisting of certain street, water, wastewater, and drainage improvements that will benefit Improvement Area #1 of the District (the “Improvement Area #1 Improvements”). Construction of the portion of the Improvement Area #1 Improvements benefitting Phase 2 began in September 2022. Internal lot improvements for Phase 2 have been completed, and final completion of Phase 2, which is pending completion of a lift station, is expected to be in January 2025. Construction of the portion of the Improvement Area #1 Improvements benefitting Phase 3 began in May 2024 and is expected to be completed in May 2025. Construction of the internal Improvement Area #1 Improvements benefitting Phase 13 is expected to begin in Q1 2025 and be completed in Q1 2026.

The total expected cost of the Improvement Area #1 Improvements is \$21,262,504\*. As of February 1, 2025, the Developer has expended approximately \$14,300,000 on the Improvement Area #1 Improvements, which was financed with cash available to the Developer. See “THE DEVELOPER – History and Financing of the District.”

The Developer does not plan on entering into any purchase contracts with any homebuilders within the District. The Developer is a wholly-owned subsidiary of D.R. Horton. D.R. Horton will construct the anticipated 352 single-family homes in Improvement Area #1 of the District. Home construction in Improvement Area #1 began in October 2024, and the first home closing is expected to be in March 2025. As of February 24, 2025, 28 homes are under construction in Improvement Area #1 of the District and 24 homes are under contract with an average contract price of \$263,000 for homes on 32’ lots and \$309,000 for homes on 45’/50’ lots. It is expected that approximately 13 of the homes under contract will close prior to the levy of assessments. See “ASSESSMENT PROCEDURES – Foreclosure Proceedings” and “BONDHOLDERS’ RISKS – Assessment Limitations.”

DHI Communities (“DHI”), a wholly owned subsidiary of D.R. Horton, will construct the anticipated 250 townhomes in Improvement Area #1 of the District. DHI is expected to begin vertical construction of the townhomes in Q2 2026 and complete such construction in Q2 2027. The townhomes are expected to be rental units with an average rental rate of approximately \$1,775/unit.

The City has entered into a reimbursement agreement with the Developer (the “Reimbursement Agreement”) to reimburse a portion of the costs of the Improvement Area #1 Improvements. Under the Reimbursement Agreement, the City will reimburse the Developer a portion of the costs of the Improvement Area #1 Improvements from proceeds of the Bonds. The City has agreed to reimburse the Developer an amount not to exceed \$10,970,000 for the actual costs of the Improvement Area #1 Improvements, and expects to amend and restate the Reimbursement Agreement concurrent with the approval of the Bonds to allow for reimbursement in the total amounts shown in the Service and Assessment Plan (as defined herein). The City expects to reimburse the Developer \$9,608,581\* for the costs of the Improvement Area #1 Improvements from the proceeds of the Bonds. The remaining costs of the Improvement Area #1 Improvements will be funded by the Developer without reimbursement by the City.

The City will pay a portion of the project costs for the Improvement Area #1 Improvements from proceeds of the Bonds. The Developer will submit payment requests on a monthly basis for costs actually incurred in developing and constructing the Improvement Area #1 Improvements and be paid in accordance with the Indenture, the Financing and Reimbursement Agreement, and the Reimbursement Agreement. See “THE IMPROVEMENT AREA #1 IMPROVEMENTS – General,” “THE DEVELOPMENT – Development Plan and Status of Development in Improvement Area #1” and “APPENDIX F – Financing and Reimbursement Agreement.” The remaining costs of the Improvement Area #1 Improvements will be paid by the Developer and such costs will not be reimbursed by the City.

**The Bonds**

Proceeds of the Bonds will be used for the purpose of (i) paying a portion of the Actual Costs of the Improvement Area #1 Improvements(ii) paying capitalized interest on the Bonds during the period of construction and acquisition of Improvement Area #1 Improvements, (iii) funding a reserve account for payment of principal and interest on the Bonds, (iv) funding the initial deposit to the Administrative Fund for the payment of the initial Annual Collection Costs, and (v) paying the costs of issuance of the Bonds. To the extent that a portion of the proceeds of the Bonds is allocated for the payment of the costs of issuance of the Bonds and less than all of such amount is used to pay such costs, the excess amount shall be transferred, first, to the Improvement Account of the Project Fund and, second, to the Principal and Interest Account of the Bond Fund to pay interest on the Bonds. See “SOURCES AND USES OF FUNDS,” “THE IMPROVEMENT AREA #1 IMPROVEMENTS,” and “APPENDIX A – Form of Indenture.”

Payment of the Bonds is secured by a pledge of and a lien upon the Trust Estate, consisting primarily of the Pledged Revenues, which consist primarily of Assessments levied against the Assessed Property in Improvement Area

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\* Preliminary; subject to change.



#1 within the District, all to the extent and upon the conditions described herein and in the Indenture. See “SECURITY FOR THE BONDS,” “ASSESSMENT PROCEDURES” and “APPENDIX A – Form of Indenture.”

**The Bonds and any Future Improvement Area Bonds shall never constitute an indebtedness or general obligation of the City, the State of Texas (the “State”), or any other political subdivision of the State, within the meaning of any constitutional provision or statutory limitation whatsoever, but the Bonds are limited and special obligations of the City payable solely from the Trust Estate as provided in the Indenture. Neither the full faith and credit nor the taxing power of the City, the State or any other political subdivision of the State is pledged to the payment of the Bonds. Any Future Improvement Area Bonds to be issued by the City are not offered pursuant to this Limited Offering Memorandum.**

### **Future Improvement Area Bonds**

The City expects to issue one or more series of bonds (collectively, the “Future Improvement Area Bonds”) to finance the costs of local improvements benefitting the distinct portions of the District within the Future Improvement Areas developed as individual improvement areas after Improvement Area #1 (the “Future Improvement Area Improvements”). The estimated costs of the local improvements benefitting each Future Improvement Area of the District will be determined as such Future Improvement Area is developed, and the Service and Assessment Plan will be updated to identify the improvements to be constructed within such Future Improvement Area and financed by each new series of Future Improvement Area Bonds. Such Future Improvement Area Bonds will be issued pursuant to separate indentures and secured by separate assessments levied pursuant to the PID Act on assessable property within the applicable Future Improvement Area. See “THE DEVELOPMENT – Future Improvement Area Bonds.”

**The Bonds and any Future Improvement Area Bonds issued by the City are separate and distinct issues of securities issued pursuant to separate indentures and secured by separate assessments. Neither any Refunding Bonds nor any Future Improvement Area Bonds to be issued by the City are offered pursuant to this Limited Offering Memorandum. Investors interested in purchasing any of these other City obligations should refer to the offering documents related thereto, when and if available.**

## **DESCRIPTION OF THE BONDS**

### **General Description**

The Bonds will mature on the dates and in the amounts set forth on page i of this Limited Offering Memorandum. Interest on the Bonds will accrue from their date of delivery (the “Closing Date”) to the Underwriter and will be computed on the basis of a 360-day year of twelve 30-day months and will be payable on each March 1 and September 1, commencing September 1, 2025 (each, an “Interest Payment Date”), until maturity or prior redemption. BOKF, NA, is the initial Trustee, Paying Agent and Registrar for the Bonds.

The Bonds will be issued in fully registered form, without coupons, in authorized denominations of \$100,000 of principal and any integral multiple of \$1,000 in excess thereof (“Authorized Denominations”), provided, however, that if the total principal amount of the Outstanding Bonds is less than \$100,000 then the Authorized Denomination shall be the amount of the Outstanding Bonds. Notwithstanding the foregoing, Authorized Denominations shall also include Bonds issued in \$1,000 in principal amount and integral multiples of \$1,000 in the following instances: (A) any Bonds or any portion thereof that have been redeemed in part pursuant to an extraordinary optional redemption or (B) any Bonds or any portion thereof that have been defeased in part pursuant to an extraordinary optional redemption. Upon initial issuance, the ownership of the Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”), and purchases of beneficial interests in the Bonds will be made in book-entry only form. See “BOOK-ENTRY ONLY SYSTEM” and “SUITABILITY FOR INVESTMENT.”

### **Redemption Provisions**

Optional Redemption. The Bonds may be redeemed prior to their scheduled maturities on any date on or after September 1, \_\_\_\_\_, at the option of the City, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and

designated by the City, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption (the "Redemption Price").

*Extraordinary Optional Redemption.* The City reserves the right and option to redeem Bonds before their respective scheduled maturity dates, in whole or in part, on any date, at a redemption price equal to the principal amount of the Bonds called for redemption, plus accrued and unpaid interest to the date fixed for redemption, from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund as provided in the Indenture) or any other transfers to the Redemption Fund under the terms of the Indenture. See "ASSESSMENT PROCEDURES — Prepayment of Assessments" for the definition and description of Prepayments.

*Mandatory Sinking Fund Redemption.* The Bonds maturing on \_\_\_\_\_ in the years \_\_\_\_ and \_\_\_\_ (collectively, "Term Bonds"), are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at the redemption price equal to the principal amount of the Term Bonds called for redemption, plus accrued and unpaid interest to the date fixed for redemption from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to the Indenture, on the dates and in the respective sinking fund installments as set forth in the following schedule:

**\$ \_\_\_\_\_ Bonds Maturing September 1, 20**

<b><u>Mandatory Sinking Fund</u></b>	
<b><u>Redemption Date</u></b>	<b><u>Principal Amount</u></b>
September 1, 20__	\$
September 1, 20__	
September 1, 20__†	

**\$ \_\_\_\_\_ Bonds Maturing September 1, 20**

<b><u>Mandatory Sinking Fund</u></b>	
<b><u>Redemption Date</u></b>	<b><u>Principal Amount</u></b>
September 1, 20__	\$
September 1, 20__	
September 1, 20__†	

**\$ \_\_\_\_\_ Bonds Maturing September 1, 20**

<b><u>Mandatory Sinking Fund</u></b>	
<b><u>Redemption Date</u></b>	<b><u>Principal Amount</u></b>
September 1, 20__	\$
September 1, 20__	
September 1, 20__†	

† Stated Maturity

At least thirty (30) days prior to each sinking fund redemption date, the Trustee shall select, in accordance with the Indenture, a principal amount of Term Bonds of such maturity equal to the Sinking Fund Installment amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in the Indenture.

The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the Indenture shall be reduced, at the option of the City, by the principal amount of any Term Bonds of such maturity which, at least 30 days prior to the sinking fund redemption date shall have been acquired by the City at a price not

exceeding the principal amount of such Term Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the Indenture shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Term Bonds which, at least 30 days prior to the sinking fund redemption date, shall have been redeemed pursuant to the optional redemption provisions of the Indenture or the extraordinary optional redemption provisions in the Indenture and not previously credited to a mandatory sinking fund redemption..

Notice of Redemption. Upon notification by the City to the Trustee of the exercise of any redemption, the Trustee shall give notice of any redemption of Bonds Similarly Secured by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond Similarly Secured or portion thereof to be redeemed, at the address shown in the Register.

The notice shall state the redemption date, the Redemption Price, the place at which the Bonds Similarly Secured are to be surrendered for payment, and, if less than all the Outstanding Bonds Similarly Secured are to be redeemed, and subject to the Indenture, an identification of the Bonds Similarly Secured or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond Similarly Secured shall become due and payable.

Any notice given as provided in the Indenture shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

The City has the right to rescind any optional redemption or extraordinary optional redemption described in the Indenture by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds Similarly Secured then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

Partial Redemption. If less than all of the Bonds Similarly Secured are to be redeemed pursuant to the Indenture, Bonds Similarly Secured shall be redeemed in increments of \$1,000 by lot, provided that no redemption shall cause the principal amount of any Bond Similarly Secured to be less than the minimum Authorized Denomination for such Bond except as provided in the following sentence. Notwithstanding the foregoing, if any Bonds Similarly Secured are to be partially redeemed and such redemption results in the redemption of a portion of a single Bond Similarly Secured in an amount less than the Authorized Denomination in effect at the time, a Bond Similarly Secured in the principal amount equal to the unredeemed portion, but not less than \$1,000, may be issued. Each Bond Similarly Secured shall be treated as representing the number of Bonds Similarly Secured that is obtained by dividing the principal amount of such Bond Similarly Secured by the minimum Authorized Denomination for such Bond Similarly Secured.

If less than all of a series of Bonds Similarly Secured are called for optional redemption pursuant to the Indenture, the City shall, pursuant to a City Certificate, determine the Bond Similarly Secured or Bonds Similarly Secured or the amount thereof within a Stated Maturity to be redeemed and direct the Trustee to call by lot the Bonds, or portions thereof, within such Stated Maturity and in such principal amounts, for redemption.

If less than all Bonds Similarly Secured are called for extraordinary optional redemption, the Bonds Similarly Secured or portion of a Bond to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds Similarly Secured. If less than all Bonds Similarly Secured within a Stated Maturity are called for extraordinary optional redemption pursuant to the Indenture, the Trustee shall call by lot the Bonds Similarly Secured, or portions thereof, within such Stated Maturity and in such principal amounts, for redemption.

Upon surrender of any Bond Similarly Secured for redemption in part, the Trustee in accordance with the Indenture, shall authenticate and deliver an exchange Bond Similarly Secured or Bonds Similarly Secured in an

aggregate principal amount equal to the unredeemed portion of the Bond Similarly Secured so surrendered, such exchange being without charge.

### **BOOK-ENTRY ONLY SYSTEM**

*This section describes how ownership of the Bonds is to be transferred and how the principal of, premium, if any, and interest on the Bonds are to be paid to and credited by DTC, while the Bonds are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Limited Offering Memorandum. The City and the Underwriter believe the source of such information to be reliable, but neither the City nor the Underwriter takes responsibility for the accuracy or completeness thereof.*

*The City cannot and does not give any assurance that (1) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis or (3) DTC will serve and act in the manner described in this Limited Offering Memorandum. The current rules applicable to DTC are on file with the United States Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.*

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered security certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its registered subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). Direct Participants and Indirect Participants are collectively referred to herein as "Participants." DTC has a Standard & Poor's rating of "AA+." The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all Bonds of the same maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant of such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, interest and all other payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or Paying Agent/Registrar, on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, the Paying Agent/Registrar, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, interest and payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee, the Paying Agent/Registrar or the City, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the City or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered. Thereafter, Bond certificates may be transferred and exchanged as described in the Indenture.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but none of the City, the City's Financial Advisor or the Underwriter take any responsibility for the accuracy thereof.

**NONE OF THE CITY, THE TRUSTEE, THE PAYING AGENT, THE CITY'S FINANCIAL ADVISOR OR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DTC PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEE WITH RESPECT TO THE**

PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE BONDS. THE CITY CANNOT AND DOES NOT GIVE ANY ASSURANCES THAT DTC, THE DTC PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR PROVIDE ANY NOTICES TO THE BENEFICIAL OWNERS OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS LIMITED OFFERING MEMORANDUM. THE CURRENT RULES APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE CURRENT PROCEDURES OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC.

*Use of Certain Terms in Other Sections of this Limited Offering Memorandum.* In reading this Limited Offering Memorandum it should be understood that while the Bonds are in the Book-Entry-Only System, references in other sections of this Limited Offering Memorandum to registered owners should be read to include the person for which the participant acquires an interest in the Bonds, but (i) all rights of ownership must be exercised through DTC and the Book-Entry-Only System and (ii) except as described above, notices that are to be given to registered owners under the Indenture will be given only to DTC.

### LIMITATIONS APPLICABLE TO INITIAL PURCHASERS

Each initial purchaser is advised that the Bonds being offered pursuant to this Limited Offering Memorandum are being offered and sold only to “accredited investors” as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933 and “qualified institutional buyers” as defined in Rule 144A promulgated under the Securities Act of 1933. Each initial purchaser of the Bonds (each, an “Investor”) will be deemed to have acknowledged, represented and warranted to the City as follows:

1. The Investor has authority and is duly authorized to purchase the Bonds and to execute any instruments and documents required to be executed by the Investor in connection with the purchase of the Bonds.

2. The Investor is an “accredited investor” under Rule 501 of Regulation D of the Securities Act of 1933 or a “qualified institutional buyer” under Rule 144A of the Securities Act of 1933, and therefore, has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the Bonds.

3. The Bonds are being acquired by the Investor for investment and not with a view to, or for resale in connection with, any distribution of the Bonds, and the Investor intends to hold the Bonds solely for its own account for investment purposes and for an indefinite period of time, and does not intend at this time to dispose of all or any part of the Bonds. However, the Investor may sell the Bonds at any time the Investor deems appropriate. The Investor understands that it may need to bear the risks of this investment for an indefinite time, since any sale prior to maturity may not be possible.

4. The Investor understands that the Bonds are not registered under the Securities Act of 1933 and that such registration is not legally required as of the date hereof; and further understands that the Bonds (a) are not being registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, and (c) will not carry a rating from any rating service.

5. The Investor acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, and the Investor has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Improvement Area #1 Improvements, the Bonds, the security therefor, and such other information as the Investor has deemed necessary or desirable in connection with its decision to purchase the Bonds (collectively, the “Investor Information”). The Investor has received a copy of this Limited Offering Memorandum relating to the Bonds. The Investor acknowledges that it has assumed responsibility for its review of the Investor Information and it has not relied upon any advice, counsel, representation or information from the City in connection with the Investor’s purchase of the Bonds. The Investor agrees that none of the City, its councilmembers, officers, or employees shall have any liability to the Investor whatsoever for or in connection with the Investor’s decision to purchase the Bonds except for gross negligence, fraud or willful misconduct. For the avoidance of doubt, it is acknowledged that the Underwriter is not deemed an officer or employee of the City.

6. The Investor acknowledges that the obligations of the City under the Indenture are special, limited obligations payable solely from amounts paid by the City pursuant to the terms of the Indenture and the City shall not be directly or indirectly or contingently or morally obligated to use any other moneys or assets of the City for amounts due under the Indenture. The Investor understands that the Bonds are not secured by any pledge of any moneys received or to be received from taxation by the City, the State or any political subdivision or taxing district thereof; that the Bonds will never represent or constitute a general obligation or a pledge of the faith and credit of the City, the State or any political subdivision thereof; that no right will exist to have taxes levied by the State or any political subdivision thereof for the payment of principal and interest on the Bonds; and that the liability of the City and the State with respect to the Bonds is subject to further limitations as set forth in the Bonds and the Indenture.

7. The Investor has made its own inquiry and analysis with respect to the Bonds and the security therefor. The Investor is aware that the development of the District involves certain economic and regulatory variables and risks that could adversely affect the security for the Bonds.

8. The Investor acknowledges that the sale of the Bonds to the Investor is made in reliance upon the certifications, representations and warranties described in items 1-7 above.

### **SECURITY FOR THE BONDS**

The following is a summary of certain provisions contained in the Indenture. Reference is made to the Indenture for a full statement of the terms and provisions of the Bonds. Investors must read the entire Indenture to obtain information essential to the making of an informed investment decision. See “APPENDIX A — Form of Indenture.”

#### **General**

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY’S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE. SEE “APPENDIX A — FORM OF INDENTURE.”

The principal of, premium, if any, and interest on the Bonds are secured by a pledge of and a lien upon the Pledged Revenues, consisting primarily of Assessments to be levied against the Assessed Property and other funds comprising the Trust Estate, all to the extent and upon the conditions described herein and in the Indenture. In accordance with the PID Act, the City has caused the preparation of a Service and Assessment Plan (the “Service and Assessment Plan”), which describes the special benefit received by the property within the District, provides the basis and justification for the determination of special benefit on such property, establishes the methodology for the levy of Assessments and provides for the allocation of Pledged Revenues for payment of principal of, premium, if any, and interest on the Bonds. The Service and Assessment Plan is reviewed and updated annually for the purpose of determining the annual budget for improvements and the Annual Installments (as defined below) of Assessments due in a given year. The determination by the City of the assessment methodology set forth in the Service and Assessment Plan is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on all current and future landowners within the District. See “APPENDIX B — Form of Service and Assessment Plan.”

The City is authorized by the PID Act, the Assessment Ordinance and other provisions of applicable law to finance the Improvement Area #1 Improvements by levying Assessments upon the Assessed Property. For a



description of the assessment methodology and the amounts of Assessments to be levied in the District, see “ASSESSMENT PROCEDURES” and “APPENDIX B — Form of Service and Assessment Plan.”

### **Pledged Revenues**

The City is authorized by the PID Act, the Assessment Ordinance and other provisions of law to finance the Improvement Area #1 Improvements by levying Assessments upon properties in Improvement Area #1 of the District benefitted thereby. For a description of the assessment methodology and the amounts of Assessments levied in Improvement Area #1 of the District, see “ASSESSMENT PROCEDURES” and “APPENDIX B — Form of Service and Assessment Plan.”

The Bonds are secured by a pledge of and a lien upon the Pledged Revenues, consisting primarily of Assessment Revenues, and other funds comprising the Trust Estate, all and to the extent and upon the conditions described in the Indenture.

Pursuant to the Indenture, the following terms are assigned the following meaning:

“Additional Interest” means the amount collected by application of the Additional Interest Rate.

“Additional Interest Rate” means the additional 0.50% interest charged on the Improvement Area #1 Assessments as authorized by Section 372.018 of the PID Act.

“Annual Installment” means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council that may include: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest.

“Bonds Similarly Secured” means, collectively, any Outstanding Bonds and Refunding Bonds.

“Improvement Area #1 Assessment Revenues” means the revenues received by the City from the collection of the Improvement Area #1 Assessments, including Prepayments, Annual Installments and Foreclosure Proceeds.

“Pledged Funds” means, collectively, the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund, and the Redemption Fund.

“Pledged Revenues” means, collectively, the (i) Assessment Revenues (excluding the portion of the Assessments and Annual Installments collected for the payment of Annual Collection Costs and Delinquent Collection Costs, as set forth in the Service and Assessment Plan), (ii) the moneys held in any of the Pledged Funds and (iii) any additional revenues that the City may pledge to the payment of the Bonds or other Bonds Similarly Secured.

“Refunding Bonds” means bonds issued to refund all or any portion of the Bonds Similarly Secured and secured by a parity lien with the Bonds Similarly Secured on the Trust Estate, as more specifically described in the indenture authorizing such Refunding Bonds.

In addition, the Indenture refers to the Assessments as “Improvement Area #1 Assessments” and such term is used under this “SECURITY FOR THE BONDS” heading.

### **Assessments Payable in Annual Installments**

The Assessments on each parcel, tract or lot, which are to be collected in each year during the term of the Bonds, are shown on the Assessment Roll. The Assessments, together with the interest thereon, will be deposited in the Pledged Revenue Fund for the payment of the principal of and interest on the Bonds, as and to the extent provided in the Service and Assessment Plan and the Indenture. See “SECURITY FOR THE BONDS — Pledged Revenue Fund.”

The Assessments assessed to pay debt service on the Bonds, together with interest thereon, are payable in Annual Installments established by the Assessment Ordinance and the Service and Assessment Plan to correspond, as

nearly as practicable, to the debt service requirements for the Bonds. An Annual Installment of an Assessment has been made payable in the Assessment Ordinance in each fiscal year of the City preceding the date of final maturity of the Bonds which, if collected, will be sufficient to first pay debt service requirements attributable to the Assessments in the Service and Assessment Plan. Each Annual Installment is payable as provided in the Service and Assessment Plan and the Assessment Ordinance.

THE PORTIONS OF THE ANNUAL INSTALLMENTS OF ASSESSMENTS COLLECTED TO PAY ANNUAL COLLECTION COSTS AND DELINQUENT COLLECTION COSTS WILL BE DEPOSITED IN THE ADMINISTRATIVE FUND AND SHALL NOT CONSTITUTE PLEDGED REVENUES.

### **Unconditional Levy of Assessments**

The City expects to impose Assessments on the property within Improvement Area #1 of the District sufficient to pay the principal of and interest on the Bonds scheduled for payment from Pledged Revenues as described in the Indenture and in the Service and Assessment Plan and coming due during each fiscal year the Bonds are Outstanding. The Assessments shall be effective on the date of, and strictly in accordance with the terms of, the Assessment Ordinance. Each Assessment may be paid immediately in full or in periodic Annual Installments over a period of time equal to the term of the Bonds, which installments shall include interest on the Assessments. Interest on the Assessments will be calculated at the rate of interest on the Bonds plus the Additional Interest Rate calculated on the basis of a 360-day year of twelve 30-day months. Such rate may be adjusted as described in the Service and Assessment Plan. Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated annually and shall be due on or about November 1 of each year. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year.

As authorized by Section 372.018(b) of the PID Act, the City will levy, assess and collect each year while the Bonds are Outstanding and unpaid, as part of the Annual Installment, an amount to pay the annual costs incurred by the City in the administration and operation of the District (the "Annual Collection Costs"). The portion of each Annual Installment of an Assessment used to pay such Annual Collection Costs shall remain in effect from year to year until all Bonds are finally paid or until the City adjusts the amount of the levy after an annual review in any year pursuant to Section 372.013 of the PID Act. The amount collected to pay Annual Collection Costs shall be due in the manner set forth in the Assessment Ordinance on or about November 1 of each year and shall be delinquent if not paid by February 1 of the following year. **Amounts collected for Annual Collection Costs do not secure repayment of the Bonds.**

There will be no discount for the early payment of Assessments.

The PID Act provides that the Assessments (including any reassessment, with interest, the expense of collection and reasonable attorney's fees, if incurred) are a first and prior lien (the "Assessment Lien") against the Assessed Property, superior to all other liens and claims, except liens and claims for the State, county, school district, or municipality for ad valorem taxes and are a personal liability of and charge against the owners of property, regardless of whether the owners are named. Pursuant to the PID Act, the Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid (or otherwise discharged) and is enforceable by the City Council in the same manner that an ad valorem property tax levied against real property may be enforced by the City Council. See "ASSESSMENT PROCEDURES" herein. The Assessment Lien is superior to any homestead rights of a property owner that are properly claimed after the adoption of the Assessment Ordinance. However, an Assessment Lien may not be foreclosed upon if any homestead rights of a property owner were properly claimed prior to the adoption of the Assessment Ordinance ("Pre-existing Homestead Rights") for as long as such rights are maintained on the property. See "BONDHOLDERS' RISKS — Assessment Limitations."

Failure to pay an Annual Installment when due shall not accelerate the payment of the remaining Annual Installments of the Assessments and such remaining Annual Installments (including interest) shall continue to be due and payable at the same time and in the same amount and manner as if such default had not occurred.

### **Collection of Assessments and Enforcement of Lien**

For so long as any Bonds Similarly Secured are Outstanding and amounts are due to the Developer under the Financing and Reimbursement Agreement to reimburse it for its funds it has contributed to pay Actual Costs of the Improvement Area #1 Projects, the City covenants, agrees and warrants that it will take and pursue all reasonable actions permissible under Applicable Laws to cause the Improvement Area #1 Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and to cause no reduction, abatement or exemption in the Improvement Area #1 Assessments.

To the extent permitted by law, notice of the Annual Installments shall be sent by, or on behalf of, the City to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Improvement Area #1 Assessments or the corresponding property.

The City shall not be required under any circumstances to expend any funds for Delinquent Collection Costs or Annual Collection Costs in connection with its covenants and agreements under the Indenture or otherwise other than funds on deposit in the Administrative Fund.

### **Perfecting Security Interest**

The lien on and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Closing Date, which is the date of the delivery of the Indenture, without physical delivery or transfer of control of the Trust Estate, the filing of the Indenture or any other act; all as provided in Chapter 1208 of the Texas Government Code, as amended, which applies to the issuance of the Bonds and the pledge of the Trust Estate granted by the City under the Indenture, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Trust Estate granted by the City under the Indenture is to be subject to the filing requirements of Chapter 9, Texas Business and Commerce Code, as amended, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code, as amended, and enable a filing to perfect the security interest in said pledge to occur.

### **Pledged Revenue Fund**

The City will create a Pledged Revenue Fund to be held by the Trustee under the Indenture. Immediately upon receipt thereof, the City shall transfer to the Trustee for deposit to the Pledged Revenue Fund the Pledged Revenues. Specifically, the Trustee shall deposit or cause to be deposited the foregoing amounts as follows: (i) first, to the Bond Pledged Revenue Account of the Pledged Revenue Fund in an amount sufficient to pay debt service on the Bonds Similarly Secured next coming due, (ii) second, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement, (iii) third to pay other Actual Costs of the Improvement Area #1 Projects, and (iv) fourth to pay other costs permitted by the PID Act. Notwithstanding the foregoing, the Additional Interest of the Annual Installments shall only be utilized for the purposes set forth under the second paragraph “—Reserve Account of the Reserve Fund” and, on each March 1, beginning March 1, 2026, and on any other day set forth in a City Certificate, the amount of Additional Interest of the Annual Installments confirmed by the City pursuant to a City Certificate, will be deposited into the Delinquency & Prepayment Reserve Account and/or the Redemption Fund, as applicable.

From time to time as needed to pay the obligations relating to the Bonds Similarly Secured, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Bond Pledged Revenue Account of the Pledged Revenue Fund and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds Similarly Secured on the next Interest Payment Date.

The Trustee shall transfer the amounts determined in writing by the City as Prepayments to the Redemption Fund promptly after deposit of such amounts into the Pledged Revenue Fund.

Upon receipt of Foreclosure Proceeds, the Trustee shall transfer such amount of Foreclosure Proceeds determined in writing by the City, first to the Reserve Fund to restore any transfers from the Reserve Fund made to which the Foreclosure Proceeds relate, second, to replenish the Delinquency and Prepayment Reserve Requirement, and third, to the Redemption Fund.

After satisfaction of the requirement to provide for the payment of the principal and interest on the Bonds Similarly Secured and to fund any deficiency that may exist in the Reserve Fund, the Trustee shall, at the written request of the City, transfer any Pledged Revenues remaining in the Pledged Revenue Fund to the City, which monies may be used for any lawful purpose for which Improvement Area #1 Assessments may be used under the PID Act. The Trustee may rely upon any such request of the City and shall have no obligation to determine the lawful purposes permitted under the PID Act.

**Bond Fund**

On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and interest then due and payable on the Bonds Similarly Secured, less any amount to be used to pay interest on the Bonds on such Interest Payment Date from the Capitalized Interest Account, as provided below.

If amounts in the Principal and Interest Account are insufficient for the purposes set forth in the preceding paragraph, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

If, after the foregoing transfers and any transfer from any account of the Reserve Fund (as described under the subcaptions “Reserve Account of the Reserve Fund” and “Delinquency and Prepayment Reserve Account of the Reserve Fund” below), there are insufficient funds to make the payments provided in the preceding paragraph, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds Similarly Secured.

Moneys in the Capitalized Interest Account shall be used for the payment of interest on the Bonds on the following dates and in the following amounts:

Date	Amount (\$)
September 1, 2025	\$ _____

Any amounts on deposit in the Capitalized Interest Account after the payment of interest on the dates and in the amounts listed above shall be transferred to the Improvement Area #1 Improvements Account of the Project Fund, or if the Improvement Area #1 Improvements Account of the Project Fund has been closed as provided in the Indenture, such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds and the Capitalized Interest Account shall be closed.

## **Project Fund**

Pursuant to the Indenture, a Project Fund has been created to be used for the purposes described in “PLAN OF FINANCE – The Bonds.”

Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds pursuant to one or more City Certificates. Each such City Certificate shall include a list of the payees and the payments (not to exceed) to be made to such payees as well as a statement that all payments shall be made by check or wire transfer in accordance with the payment instructions set forth in such written request and the Trustee may rely on such payment instructions though given by the City with no duty to investigate or inquire as to the authenticity of or authorization for the invoice or the payment instructions contained therein. Disbursements from the Improvement Account of the Project Fund to pay Actual Costs shall be made by the Trustee upon receipt by the Trustee of a properly executed and completed Certification for Payment. The disbursement of funds from the Improvement Account shall be pursuant to and in accordance with the disbursement procedures described in the Financing and Reimbursement Agreement or as provided in such written direction. Such provisions and procedures related to such disbursement contained in the Financing Agreement and no other provisions of the Financing and Reimbursement Agreement, are incorporated by reference and deemed set forth in the Indenture in full.

Except as provided in the next two paragraphs below, money on deposit in the Improvement Account shall be used solely to pay Actual Costs provided the Trustee shall have no responsibility for the application of any funds disbursed from the Improvement Account in reliance upon a Certification for Payment approved by the City.

If the City Representative determines in the City Representative's reasonable discretion that amounts then on deposit in the Improvement Account of the Project Fund are not expected to be expended for purposes of the Improvement Account of the Project Fund due to the abandonment, or constructive abandonment, of one or more of the Improvement Area #1 Improvements such that, in the reasonable opinion of the City Representative, it is unlikely that the amounts in the Improvement Account of the Project Fund will ever be expended for the purposes of the Project Fund, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Improvement Account of the Project Fund that are not expected to be used for purposes of the Project Fund. If such City Certificate is so filed, the amounts on deposit in the Improvement Account of the Project Fund shall be transferred to the Redemption Fund to redeem Bonds Similarly Secured on the earliest practicable date after notice of redemption has been provided in accordance with the Indenture. Upon such transfers, the Improvement Account of the Project Fund shall be closed.

In making any determination pursuant to the Indenture, the City Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

Upon the filing of a City Certificate stating that all of the Improvement Area #1 Improvements have been completed and that all Actual Costs have been paid, or that any Actual Costs of the Improvement Area #1 Improvements are not required to be paid from the Improvement Account of the Project Fund pursuant to a Certification for Payment, the Trustee shall transfer the amount, if any, remaining within the Improvement Account of the Project Fund to the Bond Fund or to the Redemption Fund as directed by the City Representative in a City Certificate filed with the Trustee. Upon such transfers, the Improvement Account of the Project Fund shall be closed.

Upon the Trustee's receipt of a written determination by the City Representative that all costs of issuance of the applicable series of Bonds Similarly Secured have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred to (i) the Improvement Account of the Project Fund and used to pay Actual Costs of the Improvement Area #1 Improvements or (ii) if no Improvement Area #1 Projects remain to be funded, to the Principal and Interest Account and used to pay interest on the Bonds, as directed in a City Certificate filed with the Trustee and the Costs of Issuance Account shall be closed.

## **Reserve Account of the Reserve Fund**

Pursuant to the Indenture, a Reserve Account will be created within the Reserve Fund for the benefit of the Bonds and held by the Trustee and will be funded with proceeds of the Bonds in the amount of the Reserve Account Requirement. Pursuant to the Indenture, the “Reserve Account Requirement” shall be an amount equal to the least of

(i) Maximum Annual Debt Service on the Bonds Similarly Secured as of the date of issuance, (ii) 125% of average Annual Debt Service on the Bonds Similarly Secured as of the date of issuance of the applicable series of Bonds Similarly Secured, and (iii) 10% of the proceeds of the Bonds Similarly Secured; provided, however, that such amount shall be reduced as a result of (1) an optional redemption or (2) an extraordinary optional redemption and any such reduction in the Reserve Account Requirement shall be by a percentage equal to the pro rata principal amount of Bonds Similarly Secured redeemed by such redemption divided by the total principal amount of the Outstanding Bonds Similarly Secured prior to such redemption. "Annual Debt Service" means for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds Similarly Secured in such Bond Year assuming that the Outstanding Bonds Similarly Secured are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds Similarly Secured due in such Bond Year (including any Sinking Fund Installments due in such Bond Year). "Bond Year" means the one-year period beginning on October 1 in each year and ending on September 30 in the following year. As of the date of delivery of the Bonds, the Reserve Account Requirement is \$\_\_\_\_\_.

Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds Similarly Secured due on such date, the Trustee shall transfer first from the Delinquency & Prepayment Reserve Account of the Reserve Fund, and second from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency. Whenever a transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

In the event of an extraordinary optional redemption of Bonds Similarly Secured pursuant to the Indenture, the Trustee, pursuant to written directions from the City, shall transfer from the Reserve Account of the Reserve Fund to the Redemption Fund the amount specified in such directions, which shall be an amount equal to the principal amount of Bonds Similarly Secured to be redeemed multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayment toward payment of accrued interest, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds Similarly Secured to the date fixed for redemption of the Bonds Similarly Secured to be redeemed as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall and/or any additional amounts necessary to permit the Bonds Similarly Secured to be redeemed in minimum principal amounts of \$1,000, from the Delinquency & Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds Similarly Secured.

Whenever, on any Interest Payment Date, or on any other date at the request of a City Representative, the value of cash and Value of Investment Securities on deposit in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of interest on the Bonds Similarly Secured on the next Interest Payment Date in accordance with the Indenture, unless prior to the next Interest Payment Date, the Trustee receives a City Certificate instructing the Trustee to apply such excess: (i) to pay amounts due for Rebutable Arbitrage, (ii) to the Administrative Fund in an amount not more than the Annual Collection Costs for the Bonds Similarly Secured or (iii) to the Project Fund to pay Actual Costs of the Improvement Area #1 Improvements if such application and the expenditure of funds is expected to occur within three years of the date of the Indenture.

If, after a Reserve Account withdrawal, the amount on deposit in the Reserve Account is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account the amount of such deficiency, but only to the extent that such amount is not required for the timely payment of principal, interest, or Sinking Fund Installments.

If the amount held in the Reserve Fund together with the amount held in the Pledged Revenue Fund, the Bond Fund and Redemption Fund is sufficient to pay the principal amount and of all Outstanding Bonds Similarly Secured on the next date the Bonds Similarly Secured may be optionally redeemed by the City at a redemption price of par, together with the unpaid interest accrued on such Bonds Similarly Secured as of such date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Bonds Similarly Secured on such date..

### **Delinquency and Prepayment Reserve Account of the Reserve Fund**

Pursuant to the Indenture, a Delinquency and Prepayment Reserve Account has been created within the Reserve Fund and held by the Trustee for the benefit of the Bonds. Subject to the provisions set forth under “—Pledged Revenue Fund,” the Trustee will transfer from the Bond Pledged Revenue Account of the Pledged Revenue Fund to the Delinquency & Prepayment Reserve Account on March 1 of each year, commencing March 1, 2026, and on any other day set forth in a City Certificate, an amount equal to the Additional Interest until the Delinquency & Prepayment Reserve Requirement has been accumulated in the Delinquency & Prepayment Reserve Account. Once the Delinquency & Prepayment Reserve Requirement has accumulated in the Delinquency & Prepayment Reserve Account, any amounts in excess of the Delinquency & Prepayment Reserve Requirement shall be transferred by the Trustee to the Redemption Fund to redeem Bonds Similarly Secured as provided in the Indenture provided, however, that at any time the amount on deposit in the Delinquency & Prepayment Reserve Account is less than Delinquency & Prepayment Reserve Requirement, the Trustee shall resume depositing such Additional Interest into the Delinquency & Prepayment Reserve Account until the Delinquency & Prepayment Reserve Requirement has accumulated in the Delinquency & Prepayment Reserve Account. In determining the amounts to be transferred as described in this paragraph, the Trustee may conclusively rely on a City Certificate specifying the amounts to transfer. See “APPENDIX A — Form of Indenture” and “APPENDIX B — Form of Service and Assessment Plan.” "Delinquency & Prepayment Reserve Requirement" means an amount equal to 6% of the principal amount of the then Outstanding Bonds Similarly Secured, which amount will be funded from Improvement Area #1 Assessments and Annual Installments deposited to the Pledged Revenue Fund for subsequent transfer to the Delinquency & Prepayment Reserve Account of the Reserve Fund in accordance with the terms of this Indenture

Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the amount in the Delinquency & Prepayment Reserve Account exceeds the Delinquency & Prepayment Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess, and the Trustee shall transfer such excess pursuant to the second paragraph set forth under “—Reserve Account of the Reserve Fund.”

Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds Similarly Secured due on such date, the Trustee shall transfer first from the Delinquency & Prepayment Reserve Account of the Reserve Fund, and second from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

At the final maturity of the Bonds Similarly Secured, the amount on deposit in the Reserve Account and the Delinquency & Prepayment Reserve Account shall be transferred to the Redemption Fund and applied to the payment of the principal of the Bonds Similarly Secured.

### **Administrative Fund**

Immediately upon receipt thereof, the City shall deposit or cause to be deposited to the Administrative Fund the portion of the Improvement Area #1 Assessments and Annual Installments allocated to the payment of Annual Collection Costs and Delinquent Collection Costs, as set forth in the Service and Assessment Plan.

Moneys in the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered under the Indenture and used as directed by a City Certificate solely for the purposes set forth in the Service and Assessment Plan, including payment of Annual Collection Costs and Delinquent Collection Costs or may be withdrawn by the Trustee without further authorization for the payment of the fees, expenses, advances and indemnities owed to the Trustee in accordance with the Indenture. The Administrative Fund shall not be part of the Trust Estate and shall not be security for the Bonds Similarly Secured.

THE ADMINISTRATIVE FUND SHALL NOT BE PART OF THE TRUST ESTATE AND SHALL NOT BE SECURITY FOR THE BONDS.



## Defeasance

Any Outstanding Bonds Similarly Secured shall, prior to the Stated Maturity or redemption date thereof, be deemed to have been paid and no longer Outstanding within the meaning of the Indenture (a “Defeased Debt”), and particularly under this paragraph, when payment of the principal of, premium, if any, on such Defeased Debt, plus interest thereon to the due date thereof (whether such due date be by reason of maturity, redemption, or otherwise), either (1) shall have been made in accordance with the terms thereof, or (2) shall have been provided by irrevocably depositing with the Trustee, in trust, and irrevocably set aside exclusively for such payment, (A) money sufficient to make such payment or (B) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amount and at such times as will insure the availability, without reinvestment, of sufficient money to make such payment, and all necessary and proper fees, compensation, and expenses of the Trustee pertaining to the Bonds Similarly Secured with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to the Indenture nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds Similarly Secured. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, be reinvested in Defeasance Securities as directed by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds Similarly Secured on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

“Defeasance Securities” means Investment Securities then authorized by applicable law for the investment of funds to defease public securities. “Investment Securities” means those authorized investments determined by the City and described in the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended (“PFIA”); and provided further investments and are, at the time made, included in and authorized by the City’s official investment policy as approved by the City Council from time to time. Under current State law, which is subject to change, Investment Securities that are authorized for the investment of funds to defease public securities are (a) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America; (b) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality, and that, on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent.

There is no assurance that the current law will not be changed in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Bonds. Because the Indenture does not contractually limit such investments, Owners may be deemed to have consented to defeasance with such other investments, notwithstanding the fact that such investments may not be of the same investment quality as those currently permitted under State law. There is no assurance that the ratings for U.S. Treasury securities used as Defeasance Securities or that for any other Defeasance Security will be maintained at any particular rating category.

## Events of Default

Each of the following occurrences or events constitutes an “Event of Default” under the Indenture:

- (i) The failure of the City to deposit the Pledged Revenues to the Pledged Revenue Fund;
- (ii) The failure of the City to enforce the collection of the Improvement Area #1 Assessments including the prosecution of foreclosure proceedings, in accordance with the Indenture;
- (iii) Default in the performance or observance of any covenant, agreement or obligation of the City under the Indenture other than a default under (i) above or (iv) below, and the continuation thereof for a

period of ninety (90) days after written notice specifying such default and requiring same to be remedied shall have been given to the City by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Owners of at least a majority of the aggregate outstanding principal of the Bonds Similarly Secured then Outstanding; and

- (iv) The failure to make payment of the principal of or interest on any of the Bonds Similarly Secured when the same becomes due and payable and such failure is not remedied within thirty (30) days thereafter.

### **Remedies in Event of Default**

Subject to the provisions of the Indenture, upon the happening and continuance of any of the Events of Default described in the Indenture, then and in every such case the Trustee may proceed, and upon the written request of the Owners of at least a Quarter in Interest of the Bonds Similarly Secured then Outstanding under the Indenture and its receipt of indemnity satisfactory to it shall proceed, to protect and enforce the rights of the Owners under the Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained in the Indenture, or injunction; provided, however, that any action for money damages against the City shall be limited to recovery from the Trust Estate may be sought or shall be permitted. The Trustee retains the right to obtain the advice of counsel in its exercise of remedies for default.

THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

Whenever moneys are to be applied pursuant to the Indenture, irrespective of and whether other remedies authorized under the Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of the Indenture. The Trustee shall sell Trust Estate assets, according to the appraised value thereof, beginning with the asset of the highest value and continuing such sales in the order of next succeeding most valuable asset until satisfaction of debts pertaining to the outstanding Bonds Similarly Secured. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

In an Event of Default shall have occurred and be continuing, the City, upon demand of the Trustee, shall surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers, and accounts of the City pertaining thereto, and including the rights and the position of the City, and to hold, operate, and manage the same, and from time to time make all needed repairs and improvements, as well as set up proper reserve for the payment of all proper costs and expenses, holding and managing the same, including (i) reasonable compensation to the Trustee, its agents, and counsel, (ii) any reasonable charges of the Trustee under the Indenture, (iii) any taxes and assessments and other charges prior to the lien of the Indenture, and (iv) all expenses of such repairs and improvements. After payment in full of the foregoing, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns.

### **Restriction on Owner's Actions**

No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of the Indenture or for the execution of any trust thereof or any other remedy under the Indenture, unless (i) a default has occurred and is continuing of which the Trustee has actual knowledge thereof or has been notified in

writing as provided in the Indenture, or of which by such Section it is deemed to have notice, (ii) such default has become an Event of Default and the Owners of at least a Quarter in Interest of the Bonds Similarly Secured then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers granted in the Indenture or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in the Indenture, (iv) the Trustee has for 60 days after such notice failed or refused to exercise the powers granted in the Indenture, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Owners of at least a Quarter in Interest of the Bonds Similarly Secured then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee; however, all proceedings at law or in equity shall be instituted and maintained in the manner provided in the Indenture and for the equal benefit of the Owners of all Bonds Similarly Secured then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee, be conditions precedent to the execution of the powers and trusts of the Indenture and to any action or cause of action for the enforcement of the Indenture or for any other remedy under the Indenture.

Subject to the provisions of the Indenture, nothing in the Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond Similarly Secured at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond Similarly Secured issued under the Indenture to the respective Owners thereof at the time and place, from the source and in the manner expressed in the Indenture and in the Bonds Similarly Secured.

In case the Trustee or any Owners of Bonds Similarly Secured shall have proceeded to enforce any right under the Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners of Bonds Similarly Secured, then and in every such case the City, the Trustee and the Owners of Bonds Similarly Secured shall be restored to their former positions and rights under the Indenture, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

#### **Application of Revenues and Other Moneys After Event of Default**

All moneys, securities, funds and Pledged Revenues and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of the Indenture shall, after payment of the cost, liabilities, advances and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out the Indenture, during the continuance of an Event of Default, notwithstanding the provisions set forth under “— Immediate Remedies for Default,” be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds Similarly Secured, as follows:

- (i) **FIRST:** To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and
- (ii) **SECOND:** To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds Similarly Secured, or Redemption Price of any Bonds Similarly Secured which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds Similarly Secured due on any date, then to the payment thereof ratably, according to the amounts of principal due and to the Owners entitled thereto, without any discrimination or preference.

Within thirty (30) days of receipt of such good and available funds, the Trustee may fix a record date and a payment date for any payment to be made to Owners of Bonds Similarly Secured pursuant to the Indenture.

In the event funds are not adequate to cure any of the Events of Default described in the Indenture, the available funds shall be allocated to the Bonds Similarly Secured that are Outstanding in proportion to the quantity of Bonds Similarly Secured that are currently due and in default under the terms of the Indenture.

The restoration of the City to its prior position after any and all defaults have been cured, as provided in the Indenture, shall not extend to or affect any subsequent default under the Indenture or impair any right consequent thereon.

### **Investment or Deposit of Funds**

Money in any Fund or Account, other than the Reserve Account, shall be invested by the Trustee as directed by the City pursuant to a City Certificate filed with the Trustee in Investment Securities; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund or Account will be available at the proper time or times. Money in the Reserve Account shall be invested in such Investment Securities as directed by the City pursuant to a City Certificate filed with the Trustee, provided that the final maturity of any individual Investment Security shall not exceed 270 days and the average weighted maturity of any investment pool or no-load money market mutual fund shall not exceed 90 days. Each such City Certificate shall be a certification that the investment directed therein constitutes an Investment Security and that such investments meet the maturity and average weighted maturity requirements set forth in the preceding sentence and the Trustee shall not be responsible for determining such requirements. Such investments shall be valued each year in terms of the Value of Investment Securities as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in the Funds and Accounts may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund or Account are held by or on behalf of each such Fund or Account. If necessary, such investments shall be promptly sold, in order to make the disbursements required or permitted by the Indenture, to prevent any default under the Indenture. To ensure that cash on hand is invested, if the City does not give the Trustee written or timely instructions with respect to investments of funds, the Trustee shall invest and re-invest cash balances in money market mutual funds that are rated in either of the two highest categories by a rating agency, including funds for which the Trustee and/or its affiliates provide investment advisory or other management services, until directed otherwise by the City Certificate.

Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of the Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in the Indenture any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities as determined and directed in writing by the City.

### **Against Encumbrances**

The City shall not create and shall not suffer to remain, any lien, encumbrance or charge upon the Trust Estate or upon any other property pledged under the Indenture, except the pledge created for the security of the Bonds Similarly Secured, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds Similarly Secured.

So long as Bonds Similarly Secured are Outstanding under the Indenture, the City shall not issue any bonds, notes or other evidences of indebtedness, other than the Bonds Similarly Secured (including any Refunding Bonds), secured by any pledge of or other lien or charge on the Pledged Revenues or other property pledged under the Indenture, other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds Similarly Secured.

**Other Obligations or Other Liens; Refunding Bonds**

The City reserves the right to issue obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on any portion of the Trust Estate and are not payable from the Trust Estate.

Other than Refunding Bonds, the City will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate, and will not do or omit to do or suffer to be done or omit to be done any matter or things whatsoever whereby the lien of the Indenture or the priority of the Indenture might or could be lost or impaired; and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with the Indenture as a lien or charge upon the Trust Estate; provided, however, that nothing in the Indenture shall require the City to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of counsel to the Trustee, the same would endanger the security for the Bonds Similarly Secured.

Additionally, the City has reserved the right to issue bonds or other obligations secured by and payable from Pledged Revenues so long as such pledge is subordinate to the pledge of Pledged Revenues securing payment of the Bonds Similarly Secured.

The City reserves the right to issue Future Bonds for any purpose permitted by the PID Act, pursuant to a separate indenture, for any Future Improvement Areas subject to the conditions of the Financing and Reimbursement Agreement.

The City reserves the right to issue Refunding Bonds, the proceeds of which would be utilized to refund all or any portion of the Outstanding Bonds or Outstanding Refunding Bonds and to pay all costs incident to the Refunding Bonds, as authorized by the laws of the State, and in accordance with the conditions set forth below:

(i) Notwithstanding anything to the contrary in the Indenture, no Refunding Bonds may be issued by the City unless: (1) the principal (including any principal amounts to be redeemed on a mandatory sinking fund redemption date) of such Refunding Bonds is scheduled to mature on September 1 of the years in which principal is scheduled to mature and (2) the interest on such Refunding Bonds must be scheduled to be paid on March 1 and September 1 of the years in which interest is scheduled to be paid. The date, rate or rates of interest on, interest payment dates, maturity dates, redemption and all other terms and provisions of Refunding Bonds shall be set forth in a Supplemental Indenture; and

(ii) Upon their authorization by the City, the Refunding Bonds of a Series issued under the Indenture shall be issued and shall be delivered to the purchasers or owners thereof, but before, or concurrently with, the delivery of said Refunding Bonds to such purchasers or owners there shall have been filed with the Trustee (1) a copy, certified by the City Secretary, of the ordinance or ordinances of the City authorizing the issuance, sale, execution and delivery of the Refunding Bonds and the execution and delivery of a Supplemental Indenture establishing, among other things, the date, rate or rates of interest on, interest payment dates, maturity dates, redemption and all other terms and provisions of such Refunding Bonds, and (2) an original executed counterpart of the Supplemental Indenture for such Refunding Bonds.

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**SOURCES AND USES OF FUNDS**

The table that follows summarizes the sources and uses of proceeds of the Bonds:

Sources of Funds:	
Principal Amount	\$
TOTAL SOURCES	\$
Use of Funds:	
Deposit to Improvement Area #1 Improvements Account of the Project Fund	\$
Deposit to Reserve Account of the Reserve Fund	
Deposit to Capitalized Interest Account	
Underwriter's Discount <sup>(1)</sup>	
Deposit to Costs of Issuance Account of the Project Fund	\$
TOTAL USES	\$

<sup>(1)</sup> Includes Underwriter's Counsel fee of \$\_\_\_\_\_.

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**DEBT SERVICE REQUIREMENTS**

The following table sets forth the debt service requirements for the Bonds:

<b><u>Year Ending</u></b> <b><u>(September 30)</u></b>	<b><u>Principal</u></b>	<b><u>Interest</u></b>	<b><u>Total</u></b>
2025	\$	\$	\$
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
2052			
2053			
2054			
<b>Total</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

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**OVERLAPPING TAXES AND DEBT**

**Overlapping Taxes and Debt**

The land within Improvement Area #1 of the District has been, and is expected to continue to be, subject to taxes and assessments imposed by taxing entities other than the City. Such taxes are payable in addition to the Assessments expected to be levied by the City.

In addition, the City, Bastrop County, Texas (the “County”), and the Bastrop Independent School District (“Bastrop ISD”) may each levy ad valorem taxes upon land in the District for payment of debt incurred by such governmental entities and/or for payment of maintenance and operations expenses. The City has no control over the level of ad valorem taxes or assessments levied by such other taxing authorities. The following table reflects the overlapping ad valorem taxes currently levied on property located in the District.

<u>Taxing Entity</u>	<u>Tax Year 2024 Ad Valorem Tax Rate<sup>(1)</sup></u>
The City	\$0.499400
Bastrop County, Texas	0.402750
Bastrop ISD	<u>1.067900</u>
Total Existing Tax Rate	<u>\$1.970050</u>
Estimated Average Annual Installment as tax rate equivalent <sup>(2)</sup>	<u>\$0.499718</u>
<b>Estimated Total Tax Rate and Average Annual Installment as tax rate equivalent<sup>(2)</sup></b>	<b><u>\$2.469768</u></b>

<sup>(1)</sup> As reported by the taxing entities. Per \$100 in taxable assessed value.

<sup>(2)</sup> *Preliminary; subject to change.* Derived from information presented in the Service and Assessment Plan. See “APPENDIX B — Form of Service and Assessment Plan.” The Financing and Reimbursement Agreement provides that overall tax stack combined with the maximum tax equivalent rate of the annual installments relating or allocable to the District, inclusive of principal, interest, Additional Interest and budgeted Annual Collection Costs as determined by the Administrator shall not exceed \$3.00 per \$100 taxable assessed valuation. See “APPENDIX F – Financing and Reimbursement Agreement.”

Sources: Bastrop Central Appraisal District, the Administrator, and the City.

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As noted above, the District includes territory located in other governmental entities that may issue or incur debt secured by the levy and collection of ad valorem taxes. Set forth below is an overlapping debt table showing the outstanding indebtedness payable from ad valorem taxes with respect to property within Improvement Area #1 of the District, as of December 1, 2024, and City debt to be secured by the Assessments.

<u>Taxing or Assessing Entity<sup>(2)</sup></u>	<u>Total Outstanding Debt</u>	<u>Estimated % Applicable<sup>(2)</sup></u>	<u>Direct and Estimated Overlapping Debt</u>
The City (Assessments – The Bonds) <sup>(1)</sup>	\$11,939,000	100.000%	\$11,939,000
The City (Ad Valorem Taxes)	137,260,000	2.121%	2,910,683
Bastrop County	73,859,000	0.259%	190,984
Bastrop ISD	<u>520,659,554</u>	0.434%	<u>2,258,161</u>
<b>TOTAL</b>	<b><u>\$731,778,554</u></b>		<b><u>\$17,298,828</u></b>

<sup>(1)</sup> Preliminary, subject to change.

<sup>(2)</sup> Based on the Appraisal (as defined herein) and on the Tax Year 2024 Net Taxable Assessed Valuations for the taxing entities.

Source: Bastrop Central Appraisal District and the Municipal Advisory Council of Texas.

**Homeowners’ Association**

In addition to the Assessments described above, all lot owners in the District will pay an annual maintenance and operation fee and/or a property owner’s association fee to the homeowner’s association for the property within Improvement Area #1 of the District (the “HOA”), which has been formed by the Developer. The expected HOA fees in the District are \$65/month.

**ASSESSMENT PROCEDURES**

**General**

Capitalized terms used under this “ASSESSMENT PROCEDURES” caption and not otherwise defined in this Limited Offering Memorandum shall have the meanings given to such terms in the Service and Assessment Plan. As required by the PID Act, when the City determines to defray a portion of the costs of the Improvement Area #1 Improvements through Assessments, it must adopt a resolution generally describing the Improvement Area #1 Improvements and the land within Improvement Area #1 of the District to be subject to Assessments to pay the cost therefor. The City has caused the preparation of the Assessment Roll, which Assessment Roll identifies the land within Improvement Area #1 of the District that will be assessed, the amount of the benefit to and the Assessment against each lot or parcel of land and the number of Annual Installments in which the Assessment is divided. The Assessment Roll has been filed with the City Secretary and made available for public inspection. Statutory notice will be given to the owners of the property to be assessed and a public hearing will be conducted to hear testimony from affected property owners as to the propriety and advisability of undertaking the Improvement Area #1 Improvements and funding a portion of the same with Assessments. The City expects to levy the Assessments pursuant to the Assessment Ordinance immediately prior to adoption of the Bond Ordinance. Upon such adoption, the Assessments will become legal, valid and binding liens upon the property against which the Assessments are made.

Under the PID Act, the costs of the Improvement Area #1 Improvements may be assessed by the City against the assessable property in the District so long as the special benefit conferred upon the Assessed Property by the Improvement Area #1 Improvements equals or exceeds the Assessments. The costs of the Improvement Area #1 Improvements may be assessed using any methodology that results in the imposition of equal shares of costs on Assessed Property similarly benefited. The allocation of benefits and Assessments to the benefitted land within Improvement Area #1 of the District is set forth in the Service and Assessment Plan, which should be read in its entirety. See “APPENDIX B — Form of Service and Assessment Plan.”

**Assessment Methodology**

The Service and Assessment Plan describes the special benefit to be received by each parcel of assessable property as a result of the Improvement Area #1 Improvements, provides the basis and justification for the

determination that such special benefit exceeds the Assessments levied, and establishes the methodology by which the City allocates the special benefit of the Improvement Area #1 Improvements to parcels in a manner that results in equal shares of costs being apportioned to parcels similarly benefited. As described in the Service and Assessment Plan, a portion of the costs of the Improvement Area #1 Improvements are being funded with proceeds of the Bonds, which are payable from and secured by Pledged Revenues, including the Assessment Revenues. As set forth in the Service and Assessment Plan, the City Council has determined that the Actual Costs (as defined in the Service and Assessment Plan) associated with the Improvement Area #1 Improvements will be allocated to the parcels against which the Assessments are levied (the “Assessed Property”) by spreading the entire Assessment across all Assessed Property within Improvement Area #1 of the District on the ratio of estimated buildout value of each Assessed Property to the estimated buildout value for all Assessed Property within Improvement Area #1 of the District.

The following table provides additional analysis with respect to special assessment methodology, including the value to assessment burden ratio per unit (lot), equivalent tax rate per unit, and leverage per unit. The information in the tables was obtained from and calculated using information provided in the Service and Assessment Plan and the Appraisal. See “APPENDIX B — Form of Service and Assessment Plan” and “APPENDIX E — Appraisal.”

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**LIEN TO VALUE ANALYSIS, ASSESSMENT ALLOCATION, EQUIVALENT TAX RATE AND ASSESSMENT RATIO PER UNIT IN IMPROVEMENT AREA #1 OF THE DISTRICT\***

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit <sup>(1)</sup>	Projected Average Home Value per unit <sup>(1)</sup>	Maximum Assessment per unit <sup>(2)</sup>	Average Annual Installment per unit	Tax Rate Equivalent of Average Annual Installment (per \$100 Lot Value)	Tax Rate Equivalent of Average Annual Installment (per \$100 Home Value) <sup>(3)</sup>	Ratio of Finished Lot Value per Lot Type to the Assessments	Ratio of Average Home Value to Assessment
Multi-Family	250	\$58,000	\$280,000	\$17,747.15	\$1,399.21	\$2.4124	\$0.4997	3.27	15.78
32'	153	\$66,332	\$307,495	\$19,489.86	\$1,536.61	\$2.3165	\$0.4997	3.40	15.78
43'	128	\$90,172	\$352,490	\$22,341.76	\$1,761.46	\$1.9534	\$0.4997	4.04	15.78
45'	53	\$93,676	\$368,990	\$23,387.58	\$1,843.91	\$1.9684	\$0.4997	4.01	15.78
50'	18	\$106,000	\$368,990	\$23,387.58	\$1,843.91	\$1.7395	\$0.4997	4.53	15.78
Total	602								

Source: The Administrator and information presented in the Service and Assessment Plan

<sup>(1)</sup> Per values provided in the Appraisal.

<sup>(2)</sup> The Service and Assessment Plan establishes a Maximum Assessment as defined and described under “ASSESSMENT PROCEDURES — Assessment Amounts – Maximum Assessment.”

<sup>(3)</sup> The Financing and Reimbursement Agreement provides that overall tax stack combined with the maximum tax equivalent rate of the annual installments relating or allocable to the District, inclusive of principal, interest, Additional Interest and budgeted Annual Collection Costs as determined by the Administrator shall not exceed \$3.00 per \$100 taxable assessed valuation. See “OVERLAPPING TAXES AND DEBT” and “APPENDIX F – Financing and Reimbursement Agreement.”

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\* Preliminary; subject to change.

For further explanation of the Assessment methodology, see “APPENDIX B — Form of Service and Assessment Plan.”

The City has determined that the foregoing method of allocation will result in the imposition of equal shares of the Assessments on parcels and lots similarly situated within Improvement Area #1 of the District. The Assessments and interest thereon are expected to be paid in Annual Installments as described above. The determination by the City of the assessment methodology set forth in the Service and Assessment Plan is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on all current and future owners and developers within Improvement Area #1 of the District. See “APPENDIX B — Form of Service and Assessment Plan.”

**Collection and Enforcement of Assessment Amounts**

Under the PID Act, the Annual Installments may be collected in the same manner and at the same time as ad valorem taxes of the City. The Assessments may be enforced by the City in the same manner that an ad valorem tax lien against real property is enforced. Delinquent installments of the Assessments incur interest, penalties and attorney’s fees in the same manner as delinquent ad valorem taxes. Under the PID Act, the Assessment Lien is a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for State, county, school district or municipality ad valorem taxes. See “BONDHOLDERS’ RISKS — Assessment Limitations” herein.

In the Indenture, the City will covenant, agree and warrant that, for so long as any Bonds are Outstanding, that it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments.

To the extent permitted by law, notice of the Annual Installments will be sent by, or on behalf of the City, to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any Delinquent Collection Costs thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Property. Furthermore, nothing shall obligate the City, the City Attorney or any appropriate designee to undertake collection or foreclosure actions against delinquent accounts in violation of applicable state law, court order, or existing contractual provisions between the City and its appropriate collections enforcement designees.

The City shall not be required under any circumstances to expend any funds for Delinquent Collection Costs in connection with its covenants and agreements under the Indenture or otherwise other than funds on deposit in the Administrative Fund.

Annual Installments will be paid to the City or its agent. Annual Installments are due when billed each year and become delinquent on February 1 of the following year. In the event Assessments are not timely paid, there are penalties and interest as set forth below:

<u>Date Payment</u>	<u>Cumulative</u>	<u>Cumulative</u>	
<u>Received</u>	<u>Penalty</u>	<u>Interest</u>	<u>Total</u>
February	6%	1%	7%
March	7%	2%	9%
April	8%	3%	11%
May	9%	4%	13%
June	10%	5%	15%

Date Payment <u>Received</u> July	Cumulative <u>Penalty</u> 12%	Cumulative <u>Interest</u> 6%	<u>Total</u> 18%
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After July, the penalty remains at 12%, and interest accrues at the rate of 1% each month. In addition, if an account is delinquent in July, a 20% attorney’s collection fee may be added to the total penalty and interest charge. In general, property subject to lien may be sold, in whole or in parcels, pursuant to court order to collect the amounts due. An automatic stay by creditors or other entities, including governmental units, could prevent governmental units from foreclosing on property and prevents liens for post-petition taxes from attaching to property and obtaining secured creditor status unless, in either case, an order lifting the stay is obtained from the bankruptcy court. In most cases, post-petition Assessments are paid as an administrative expense of the estate in bankruptcy or by order of the bankruptcy court.

**Assessment Amounts**

Assessment Amounts. The maximum amounts of the Assessments will be reflected by the methodology described in the Service and Assessment Plan as shown below under “— Maximum Assessment”. The Assessment Roll sets forth for each year the Annual Installment for each Assessed Property as calculated by the Administrator and approved by the City Council consisting of the annual payment allocable to (i) the principal and interest on the Bonds, (ii) Annual Collection Costs, and (iii) the Additional Interest as described in the Service and Assessment Plan. The Annual Installments may not exceed the amounts shown on the Assessment Roll. The Assessments will be levied against the Assessed Property as indicated on the Assessment Roll. See “APPENDIX B — Form of Service and Assessment Plan.”

The Annual Installments shown on the Assessment Roll will be reduced to equal the actual costs of repaying the Bonds, the Additional Interest and actual Annual Collection Costs, taking into consideration any other available funds for these costs, such as interest income on account balances.

Maximum Assessment. The Service and Assessment Plan establishes a “Maximum Assessment” for each Lot Type. In the District, the Maximum Assessment per Lot Type is as follows:

<u>Lot type</u>	<u>Maximum Assessment per Lot Type</u>
Multi-Family	\$17,747.15
32’	\$19,489.86
43’	\$22,341.76
45’	\$23,387.58
50’	\$23,387.58

Method of Apportionment of Assessments. The City Council has determined that the costs of the Improvement Area #1 Improvements shall be allocated to the Assessed Property pro rata based on the Estimated Buildout Value. The Improvement Area #1 Improvements are allocated entirely to the Assessed Property as described in the Service and Assessment Plan. The entire Assessment will be levied against the Assessed Property and will be allocated based on the Estimated Buildout Value of the Lot Types on any subdivided Parcel as described below.

Reallocation of Assessments. Assessments levied on an Assessed Property shall be reallocated upon subdivision or consolidation of an Assessed Property as follows.

Upon Division Prior to Recording of Subdivision Plat: Upon the division of any Assessed Property (without the recording of a subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Assessment for the newly divided Assessed Property
- B = the Assessment for the Assessed Property prior to division
- C = the Estimated Buildout Value of the newly divided Assessed Property
- D = the sum of the Estimated Buildout Value for all the newly divided Assessed Properties

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under State law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and update to the Service and Assessment Plan and approved by the City Council.

Upon Subdivision by a Recorded Subdivision Plat: Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on the Estimated Buildout Value according to the following formula:

$$A = [B \times (C \div D)]/E$$

Where the terms have the following meanings:

- A = the Assessment for the newly subdivided Lot
- B = the Assessment for the Parcel prior to subdivision
- C = the sum of the Estimated Buildout Value of all newly subdivided Lots with same Lot Type
- D = the sum of the Estimated Buildout Value for all the newly subdivided lots excluding Non-Benefited Property
- E = the number of Lots with same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City with an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under State law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and approved by the City Council.

Upon Consolidation: If two or more Lots or Parcels are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update. The Assessment for any resulting Lot will not exceed the Maximum Assessment for the applicable Lot Type, and compliance may require a mandatory Prepayment of Assessments pursuant to the Service and Assessment Plan.

Reduction of Assessments. If as a result of cost savings or Improvement Area #1 Improvements not being constructed, the Actual Costs of completed Improvement Area #1 Improvements are less than the Assessments, the Trustee shall apply amounts on deposit in the applicable account of the project fund, relating to the Bonds, that are not expected to be used for purposes of the project fund to redeem outstanding Bonds, in accordance with the Indenture. The Assessments shall not, however, be reduced to an amount less than the outstanding Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

## Prepayment of Assessments

The Service and Assessment Plan provides for certain voluntary and mandatory prepayments of Assessments as described below. Such voluntary and mandatory prepayments are referred to herein as “Prepayments.”

Voluntary Prepayment of Assessments. The owner of any property assessed may voluntarily prepay all or part of any Assessment levied against any lot or parcel, together with accrued interest to the date of payment, at any time. Upon receipt of such Prepayment, such amounts will be applied towards the redemption or payment of the Bonds. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as payment of regularly scheduled Assessments.

Mandatory Prepayment of Assessments. The Service and Assessment Plan requires mandatory prepayment of Assessments upon the occurrence of certain events as follows.

Transfer to exempt person or entity. If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessment, the owner transferring the Assessed Property shall pay to the Administrator the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the transfer. If the owner of the Assessed Property causes the Assessed Property to become Non-Benefited Property, the owner causing the change in status shall pay the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status.

True-Up of Assessments if Maximum Assessment Exceeded at Plat. Prior to the City approving a final subdivision plat, the Administrator will certify that such plat will not result in the Assessment per Lot for any Lot Type to exceed the Maximum Assessment. If the Administrator determines that the resulting Assessment per Lot for any Lot Type will exceed the Maximum Assessment, then (i) the Assessment applicable to each Lot Type exceeding the Maximum Assessment shall be reduced to the Maximum Assessment, and (ii) the person or entity filing the plat shall pay to the City the amount the Assessment was reduced, plus Prepayment Costs and Delinquent Collection Costs, prior to the City approving the final plat. The City’s approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay the amounts referenced in (ii) in the immediately preceding sentence.

Prepayment as a Result of an Eminent Domain Proceeding or Taking. Subject to applicable law, if any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a “Taking”), the portion of the Assessed Property that was taken or transferred (the “Taken Property”) shall be reclassified as Non-Benefited Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property,) (the “Remaining Property”), following the reclassification of the Taken Property as Non-Benefited Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay in Annual Installments, or payable as otherwise provided by this Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of Prepayment, with any remainder credited against the assessment on the remaining property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefited Property and the remaining 90 acres of Remaining Property shall be subject to the \$100 Assessment, (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by \$10, then the owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be \$90.

Notwithstanding the previous paragraphs in this subsection, if the owner of the Taken Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. Said owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall not, however, be reduced to an amount less than the outstanding Bonds.

**Priority of Lien**

The Assessments or any reassessment, the expense of collection, and reasonable attorney’s fees, if incurred, constitute a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for the State, county, school district or municipality ad valorem taxes, and are a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien is effective from the date of the Assessment Ordinance until the Assessment is paid and may be enforced by the City in the same manner as an ad valorem tax levied against real property may be enforced by the City. The owner of any property assessed may pay the entire Assessment levied against any lot or parcel, together with accrued interest to the date of payment, at any time.

**Foreclosure Proceedings**

In the event of delinquency in the payment of any Annual Installment, except for unpaid Assessments on homestead property (unless the lien associated with the Assessment attached prior to the date the property became a homestead), the City is empowered to order institution of an action in state district court to foreclose the lien of such delinquent Annual Installment. In such action the real property subject to the delinquent Annual Installments may be sold at judicial foreclosure sale for the amount of such delinquent Annual Installments, plus penalties and interest. .

**It is noted that up to 12 homes are expected to close to end users prior to the levy of the Assessments, but it is unclear if such homeowners will have properly claimed homestead rights at such time.** Each of such homeowners are expected to execute a notice of and consent to the Assessments at the closing of such homes (the “Homeowner Consents”). It is unclear what effect the Homeowner Consents, if any, would have on the ability of the City to foreclose on the portion of the Assessments secured by such homes. See “BONDHOLDERS RISKS – Assessment Limitations.”

Any sale of property for nonpayment of an installment or installments of an Assessment will be subject to the lien established for remaining unpaid installments of the Assessment against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent installments of the Assessments against such property as they become due and payable. Judicial foreclosure proceedings are not mandatory. In the event a foreclosure is necessary, there could be a delay in payments to owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the City of the proceeds of the foreclosure sale. It is possible that no bid would be received at the foreclosure sale, and in such event there could be an additional delay in payment of the principal of and interest on Bonds or such payment may not be made in full. The



City is not required under any circumstance to purchase the property or to pay the delinquent Assessment or Annual Installment on the corresponding Assessed Property.

In the Indenture the City will covenant to take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and to cause no reduction, abatement or exemption in the Assessments, provided that the City is not required to expend any funds for collection and enforcement of Assessments other than funds on deposit in the Administrative Fund. Pursuant to the Indenture, Foreclosure Proceeds constitute Pledged Revenues to be deposited into the Pledged Revenue Fund upon receipt by the City and distributed in accordance with the Indenture. See “APPENDIX A – Form of Indenture.”

The City will not be obligated to fund foreclosure proceedings out of any funds other than in the Administrative Fund. If Pledged Revenues are insufficient to pay foreclosure costs, the owners of the Bonds may be required to pay amounts necessary to continue foreclosure proceedings. See “APPENDIX A – Form of Indenture” and “APPENDIX B – Form of Service and Assessment Plan.”

**THE CITY**

**Background**

The City is a political subdivision and municipal corporation of the State, duly organized and existing under the laws of the State. The City was incorporated in 1837. Some of the services that the City provides are public safety (police and fire protection), highways and streets, electric, water and sanitary sewer utilities, health and social services, culture-recreation, public transportation, public improvements, planning and zoning, and general administrative services. The City covers approximately 7.2 square miles. The City’s 2020 Census population was 9,688. The City’s 2025 estimated population is 11,679. The City is located in the Austin-San Marcos MSA, approximately 33 miles southeast of the City of Austin and 24 miles southeast of Austin-Bergstrom International Airport.

**City Government**

The City has a City Council comprised of the Mayor and five Councilmembers. The term of office is three years. The mayor and the council are elected at-large. Each year, two council places, which includes the mayoral and each councilmember position in its respective year, and shall be up for election. No member of the council may serve more than six consecutive years; however, any member of the council may leave office for a period not less than eleven months and then may run for office under the same conditions thereafter. The mayor is the chief presiding officer for the City.

**City Water and Wastewater System**

The City’s water and wastewater department manages a water distribution service of over 10 square miles. The City provides water services through a network of approximately 68 miles of transmission and distribution lines. The City utilizes ground water for its public water supply and has developed its own production facilities. There are currently 7 wells which include 6 ground water wells located near the Colorado River which withdraw water from an alluvium of the river and 1 well in the Simsboro Aquifer. The City has sufficient water capacity to serve the District, which the City expects to require approximately 1,600 LUE’s.

The City’s wastewater system includes a network of over 53 miles of wastewater connection lines and numerous lift stations that connect to three wastewater treatment plants. The City recently completed its third wastewater treatment plant, which came online in May 2024. Each current wastewater treatment plant can service up to 2 million gallons per day. An expansion of the third wastewater treatment plant is planned, which expansion will increase capacity of such plant by 6-8 million gallons per day.

**Major Employers**

The major employers in the City are set forth in the table below.

<u>Employer</u>	<u>Product or Service</u>	<u>Employees</u>
Bastrop ISD	Education	1,824
HEB Food Stores	Grocery	607
Hyatt Regency Lost Pines Resort	Resort	600
Bastrop County	Government	517
Agilent/Stratagene	Technology	306
Walmart	Retail	261
Bastrop FCI	Corrections	247
Buc-ee's	Retail	169
Bluebonnet Electric Co-Op	Utility	168
City of Bastrop	Government	152

Source: City of Bastrop

**Historical Employment in Bastrop County**

	<u>Average Annual<sup>(1)</sup></u>				
	<u>2024<sup>(2)</sup></u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>
Civilian Labor Force	51,789	49,984	48,219	45,500	42,647
Total Employed	49,926	48,279	46,585	43,453	40,074
Total Unemployed	1,863	1,705	1,634	2,047	2,573
Unemployment Rate	3.6%	3.4%	3.4%	4.5%	6.0%

<sup>(1)</sup> Source: Texas Workforce Commission.

<sup>(2)</sup> Data through November 2024.

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**Surrounding Economic Activity**

The major employers of municipalities surrounding the City are set forth in the table below.

City of Austin Approximately 30 miles from the City		City of Lockhart Approximately 31 miles from the City		City of Buda Approximately 36 miles from the City	
Employer	Employees	Employer	Employees	Employer	Employees
State Government	38,681	Lockhart ISD	731	Capital Excavation	315
University of Texas - Austin	31,106	Walmart	225	HEB	249
HEB	22,955	Serta/Formae Products	180	Wal-Mart	240
City of Austin	16,029	MTC (Lockhart Correctional)	175	ProBuild	222
Ascension Seton	14,842	H.E.B Food Store	170	Fat Quarter Shop	215
Federal Government	14,600	Pegasus School, Inc.	149	Cabela's	196
Dell Computer Corporation	13,000	City of Lockhart	145	Texas Lehigh	180
Tesla, Inc.	12,277	Iron Ox	100	US Food Service	159
St. David's Healthcare Partnership	11,484	Student Transportation Specialist	85	Hays Community YMCA	157
Amazon	11,000	Rehabilitation Center	80	Capital Spectrum	150

City of Kyle Approximately 38 miles from the City	
Employer	Employees
Hays CISD	3,258
Seton Medical Center Hays	750
Amazon	700
City of Kyle	349
Lowes	100
Home Depot	100
Austin Community College Hays	80
Plastikon	65
SIMWON	38
ENF	25

City of Elgin Approximately 19 miles from the City	
Employer	Employees
Elgin ISD	664
Wal-Mart	225
HEB	200
Acme Brick Company	162
Hanson Brick Company	80
City of Elgin	67
Southside Market & BBQ	65
Elgin-Butler Brick	60
Elgin Veterinary Hospital	40
Meyer Sausage/Smokehouse	25

Source: Municipal Advisory Council of Texas

**THE DISTRICT**

**General**

The PID Act authorizes municipalities, such as the City, to create public improvement districts within their boundaries or extraterritorial jurisdiction, and to impose assessments within the public improvement district to pay for certain improvements. The District was created by the Creation Resolution for the purpose of undertaking and financing the cost of certain public improvements within the District, including the Improvement Area #1 Improvements, authorized by the PID Act and approved by the City Council that confer a special benefit on the District property being developed. The District is not a separate political subdivision of the State and is governed by the City Council. A map of the property within the District, including Improvement Area #1 of the District, is included on page v hereof.

**Powers and Authority**

Pursuant to the PID Act, the City may establish and create the District and undertake, or reimburse a developer for the costs of, improvement projects that confer a special benefit on property located within Improvement

Area #1. The PID Act provides that the City may levy and collect Assessments on property in the District, or portions thereof, payable in full or periodic installments based on the benefit conferred by an improvement project to pay all or part of its cost.

Pursuant to the PID Act and the Creation Resolution, the City has the power to undertake, or reimburse a developer for the costs of, the financing, acquisition, construction or improvement of the Improvement Area #1 Improvements. See “THE IMPROVEMENT AREA #1 IMPROVEMENTS.” Pursuant to the authority granted by the PID Act and the Creation Resolution, the City has determined to undertake the construction, acquisition or purchase of the Improvement Area #1 Improvements and to finance a portion of the costs thereof through the issuance of the Bonds. The City has further determined to provide for the payment of debt service on the Bonds through Pledged Revenues. See “ASSESSMENT PROCEDURES” herein and “APPENDIX B — Form of Service and Assessment Plan.”

**THE IMPROVEMENT AREA #1 IMPROVEMENTS**

**General**

Proceeds of the Bonds will be used to pay for a portion of the costs of the Improvement Area #1 Improvements, Bond Issuance Costs (as defined in the Service and Assessment Plan) and First Year Annual Collection Costs (as defined in the Service and Assessment Plan). The Developer is responsible for the completion of the construction, acquisition or purchase of the Improvement Area #1 Improvements. The Developer will submit reimbursement requests for costs actually incurred in developing and constructing the Improvement Area #1 Improvements shall be reimbursed in accordance with the Indenture, the Financing and Reimbursement Agreement and the Reimbursement Agreement. See “PLAN OF FINANCE – Development Plan, Status of Development and Plan of Finance” and “APPENDIX B – Form of Service and Assessment Plan” herein.

Set forth below are descriptions of the Improvement Area #1 Improvements.

**Improvement Area #1 Improvements:** The Improvement Area #1 Improvements, a portion of which are being financed with proceeds of the Bonds, include street, water, wastewater, storm drainage, and soft costs benefitting only Improvement Area #1 of the District.

**Street:** Street improvements include subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, handicapped ramps, and street lights. Intersections, signage, lighting, and re-vegetation of all disturbed areas within the right of way are included. These roadway improvements include streets that will provide street access to each Lot. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

**Water:** Improvements include trench excavation and embedment, trench safety, PVC piping, service connections and testing. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of the improvements. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

**Wastewater:** Wastewater improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections and testing. These lines will include the necessary appurtenances to be fully operational transmission lines existing wastewater services to the limits of the improvements. The wastewater improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

**Drainage:** Drainage improvements include trench excavation and embedment, trench safety, reinforced concrete piping, manholes, inlets, channels/swales and ponds. These will include the necessary appurtenances to be fully operation to convey stormwater to the limits of the improvement area. The drainage improvements

will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

**Soft Costs:** Softs costs includes costs related to designing, constructing, and installing the Improvement Area #1 Improvements including land planning and design, City permits and fees, engineering, soil testing, survey, construction management, legal, special assessment consulting, district formation expenses and contingency.

The following table reflects the total expected costs of the Improvement Area #1 Improvements, Bond Issuance Costs and First Year Annual Collection Costs.

<u>Type of Improvement</u>	<u>Costs*</u>
Streets	\$6,637,576
Water	2,817,287
Wastewater	2,079,838
Drainage	5,475,303
Soft Costs	<u>4,252,501</u>
Subtotal Improvement Area #1 Improvements	<u>\$21,262,504</u>
Bond Issuance Costs and First Year Annual Collection Costs	<u>\$2,330,419</u>
Total	<u><b>\$23,592,923</b></u>

The expected total cost of the Improvement Area #1 Improvements, Bond Issuance Costs and First Year Annual Collection Costs is approximately \$23,592,923\*. A portion of the costs of the Improvement Area #1 Improvements, in the expected amount of \$9,608,581\*, is expected to be paid or reimbursed from the proceeds of the Bonds. The balance of the costs has been paid or will be paid by the Developer with cash available to the Developer, and will not be reimbursed by the City.

**Ownership and Maintenance of the Improvement Area #1 Improvements**

The Improvement Area #1 Improvements will be dedicated to the City in accordance with City standards and specifications. The City will provide for the ongoing operation, maintenance and repair of the Improvement Area #1 Improvements constructed and conveyed, as outlined in the Service and Assessment Plan.

**THE DEVELOPMENT**

The following information has been provided by the Developer. Certain of the following information is beyond the direct knowledge of the City, the City’s Financial Advisor and the Underwriter, and none of the City, the City’s Financial Advisor, Bond Counsel nor the Underwriter have any way of guaranteeing the accuracy of such information. See “SOURCES OF INFORMATION – Source of Certain Information.”

**Overview**

The Development is an approximately 399.878 acre master planned residential project to be known as “Valverde.” The Development is located at the intersection of State Highway 71 and Farm to Market Road 969, with access to the Development directly from Farm to Market Road 969. Improvement Area #1 of the Development is located in the corporate limits of the City and the remaining property of the Development is located in the extraterritorial jurisdiction of the City. The Developer expects the remaining portion of the Development to be annexed into the City as the Development is developed. The Development is approximately 30 miles southeast of the City of Austin, Texas, approximately 19 miles south of the City of Elgin, Texas, and approximately 31 miles northwest of the City of Lockhart, Texas. The Development is approximately 22 miles southeast of Austin-Bergstrom International Airport, 22 miles east from Circuit of the Americas, and 22 miles southeast from the Austin Tesla factory. The City, located in the southeastern region of the Austin-Round Rock-San Marcos, Texas Metropolitan Statistical Area (the “Austin MSA”), is poised for growth as the overall Austin MSA continues its growth trajectory.

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\* Preliminary; subject to change.

The Development is expected to include a variety of open spaces, parkland, pedestrian trails and bike trails, and an amenity center for residents to enjoy. This combination will provide its residents a community environment in which to live. The Development is located within Bastrop ISD.

**Development Plan and Status of Development in Improvement Area #1 of the District**

The Development is expected to include approximately 1,399 single-family residential lots consisting of a mixture of 32’, 43’, 45’ and 50’ lots, as well as 250 townhome rental units at build out. Development in the District began with Improvement Area #1, which is expected to contain a total of 352 single-family residential lots and 250 townhomes, and is being developed in three phases, Phase 2, which contains 174 lots, Phase 3, which is expected to contain 178 lots, and Phase 13, which is expected to contain all 250 townhomes.

The Developer has constructed and will continue to construct the Improvement Area #1 Improvements. Construction of the portion of the Improvement Area #1 Improvements benefitting Phase 2 began in September 2022. Internal lot improvements for Phase 2 have been completed, and final completion of Phase 2, which is pending completion of a lift station, is expected to occur in January 2025. Construction of the portion of the Improvement Area #1 Improvements benefitting Phase 3 began in May 2024 and is expected to be completed in May 2025. Construction of the internal Improvement Area #1 Improvements benefitting Phase 13 is expected to begin in Q1 2025 and be completed in Q1 2026.

The total expected cost of the Improvement Area #1 Improvements is \$21,262,504\*. As of February 1, 2025, the Developer has expended approximately \$14,300,000 on the Improvement Area #1 Improvements, which was financed with cash available to the Developer. See “THE DEVELOPER – History and Financing of the District.”

**Photographs of Development in Improvement Area #1 of the District**

A photograph of development within Improvement Area #1 of the District are included herein in Appendix G.

**Builders within Improvement Area #1 of the District**

The Developer does not plan on entering into any purchase contracts with any homebuilders within the District. The Developer is a wholly-owned subsidiary of D.R. Horton. D.R. Horton will construct the anticipated 352 single-family homes in Improvement Area #1 of the District. Home construction in Improvement Area #1 began in October 2024, and the first home closing is expected to be in March 2025. As of February 24, 2025, 28 homes are under construction in Improvement Area #1 of the District and 24 homes are under contract with an average contract price of \$263,000 for homes on 32’ lots and \$309,000 for homes on 45’/50’ lots. It is expected that approximately 13 of the homes under contract will close prior to the levy of assessments. See “ASSESSMENT PROCEDURES – Foreclosure Proceedings” and “BONDHOLDERS’ RISKS – Assessment Limitations.”

DHI will construct the anticipated 250 townhomes in Improvement Area #1 of the District. DHI is expected to begin vertical construction of the townhomes in Q2 2026 and complete such construction in Q2 2027. The townhomes are expected to be rental units with an average rental rate of approximately \$1,775/unit.

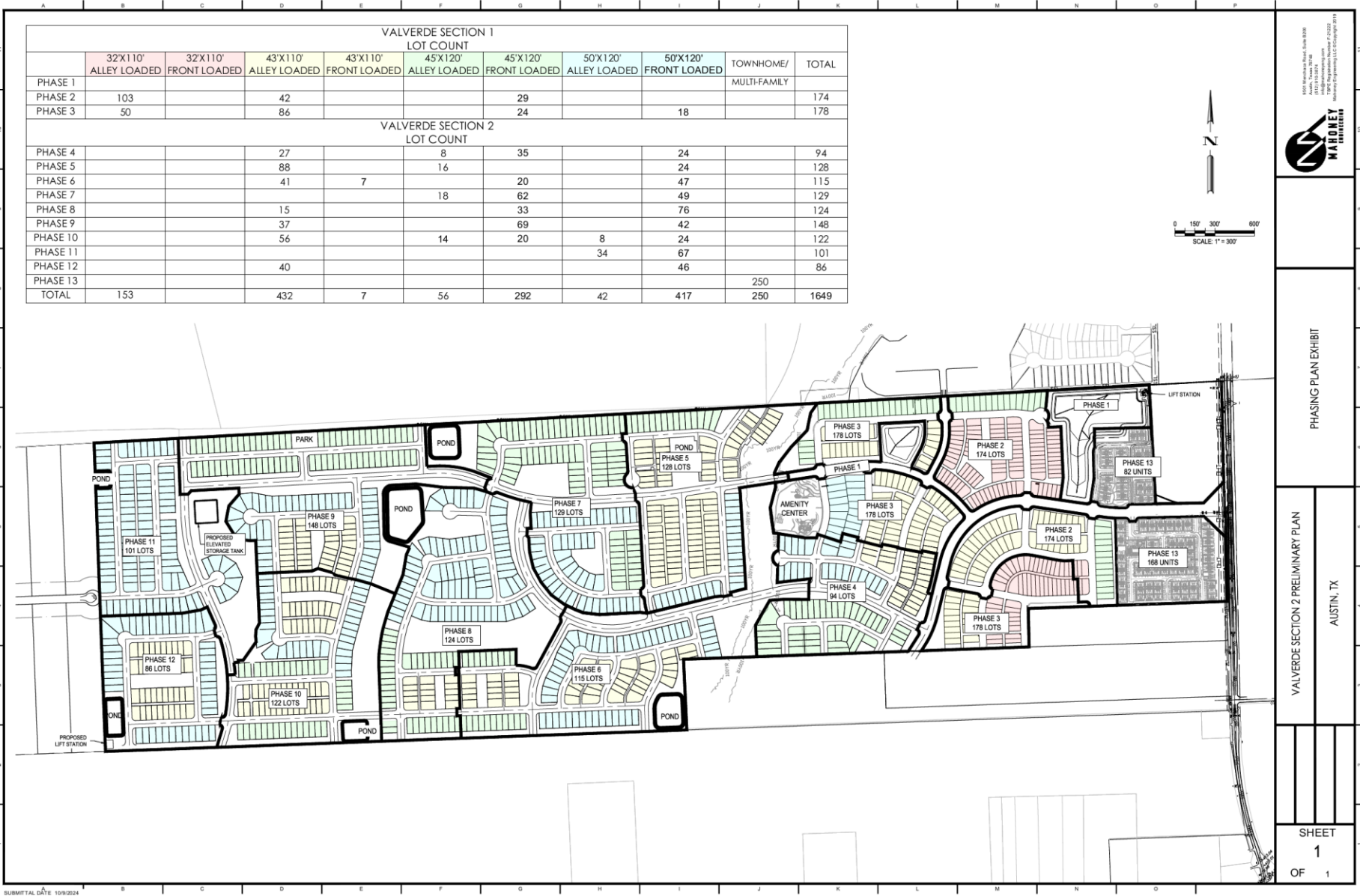
**Concept Plan**

Below is the current concept plan of the Development as approved by the City. The concept plan is conceptual and subject to change consistent with the City’s zoning and subdivision regulations.

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\* Preliminary; subject to change.



PHASING PLAN EXHIBIT

VALVERDE SECTION 2 PRELIMINARY PLAN

AUSTIN, TX

SHEET  
1  
OF 1

P:\11810001\SECTION 1\_PRELIMINARY PLAN VALVERDE\DWG\PHASING EXHIBIT\_VL\_DWG1 10/20/24

SUBMITTAL DATE: 10/20/24

**Expected Build-Out of the Development**

The Developer’s current expectations regarding estimated home prices in Improvement Area #1 of the District are as follows:

**ESTIMATED HOME PRICES**

<u>Lot Size (Width in Ft.)</u>	<u>Quantity</u>	<u>Average Base Home Price**</u>
32’	153	\$307,495
43’	128	\$352,490
45’	53	\$368,990
50’	18	\$368,990

\*\* Developer estimates. Average across all lot types. 45’ and 50’ lot types are considered substantially similar by the Developer and are expected to be sold at similar price points.

The following tables provide the build-out schedule of the District and absorption schedule of lots in the District.

**EXPECTED BUILD-OUT OF THE DISTRICT**

<u>Phase</u>	<u>Single-Family Lots/Townhome Lots</u>	<u>Actual/Expected Infrastructure Start Date</u>	<u>Actual/Expected Infrastructure Completion Date</u>
1*	N/A	September 2022	December 2024
2	174	September 2022	January 2025**
3	178	May 2024	May 2025
4	94	June 2025	June 2026
5	128	June 2026	June 2027
6	115	June 2027	June 2028
7	129	June 2027	June 2028
8	124	June 2028	June 2029
9	148	June 2028	June 2029
10	122	June 2029	June 2030
11	101	June 2029	June 2030
12	86	June 2030	June 2031
13	<u>250</u>	February 2025	March 2026
<b>Total</b>	<b>1,649</b>		

\* Phase 1 contains only roads and no single-family lots or townhomes.

\*\* Phase 2 internal lot improvements have been completed. Final completion date reflects completion date of the lift station necessary to serve such lots.

**EXPECTED ABSORPTION OF HOMES IN IMPROVEMENT AREA #1 OF THE DISTRICT**

<u>Expected Final Sale Date</u>	<u>Total Homes</u>
Q1 2025	36
Q2 2025	36
Q3 2025	36
Q4 2025	36
Q1 2026	36
Q2 2026	36
Q3 2026	36
Q4 2026	36
Q1 2027	36
Q2 2027	<u>28</u>



<u>Expected Final</u>	
<u>Sale Date</u>	<u>Total Homes</u>
Total	352

**Future Improvement Area Bonds**

Future Improvement Area Bonds to finance the cost of Future Improvement Area Improvements are anticipated to be issued in the future. The estimated costs of the Future Improvement Area Improvements will be determined at the same time the Future Improvement Areas are developed, and the Service and Assessment Plan will be updated to identify the Future Improvement Area Improvements to be constructed within the applicable Future Improvement Area and financed by each new series of Future Improvement Area Bonds. Such Future Improvement Area Bonds will be secured by separate assessments levied pursuant to the PID Act on assessable property within the applicable Future Improvement Area. The Developer anticipates that Future Improvement Area Bonds will be issued over a six year period, as described in the Service and Assessment Plan.

The Bonds and any Future Improvement Area Bonds issued by the City are separate and distinct issues of securities. The City reserves the right to issue Future Improvement Area Bonds for any purpose permitted by the PID Act, including those described above.

**The Development Agreement**

The Developer and the City entered into the Viridian Development Agreement (as amended, the “Development Agreement”) pursuant to which the Developer agreed to construct certain public improvements in the Development. Under the Development Agreement, the Developer has agreed to construct certain onsite wastewater facilities which include the lift station that is part of the Improvement Area #1 Improvements and a force main connecting to the City’s existing offsite gravity wastewater facilities (the “Onsite Wastewater Facilities”). In addition, the Developer has agreed to design and contribute funding to construct certain offsite wastewater facilities (the “Offsite Wastewater Facilities” and together with the Onsite Wastewater Facilities, the “Wastewater Facilities”) which will be constructed by the City. The expected cost to construct the Offsite Wastewater Facilities is approximately \$3,200,000, which the Developer has agreed to contribute \$211,570 towards the cost to construct the Offsite Wastewater Facilities. In the event that (i) the City has not completed the Offsite Wastewater Facilities prior to November 1, 2024, and (ii) the Developer requires wastewater service for any portion of the property after completion of the Onsite Wastewater Facilities, but prior to the City's completion of the Offsite Wastewater Facilities, then the City shall provide pump and haul wastewater service to the property at the City’s expense until such time as the Wastewater Facilities are complete and operational; provided, however, that the City's expenses to provide such pump and haul wastewater service shall not exceed \$200,000.00 in total, and that the Developer shall be solely responsible for any further expenses for pump and haul in excess of such amount. As of January 17, 2025, the Offsite Wastewater Facilities were not complete.

Under the Development Agreement, the Developer reserves the right to construct a wastewater reclamation treatment facility (the “Reclamation Treatment Facility”) in the District. The Development Agreement provides that all treated effluent from the Reclamation Treatment Facility, if constructed, will be the property of the Developer and the Developer shall be responsible for providing storage and pressurization facilities at its own expense.

The Development Agreement also requires the construction of a system of publicly accessible trails within the District that will include a 5-foot bike lane and a 6-foot wide sidewalk throughout the District, and a minimum of 87 acres of parkland/open space to be reserved within the District. Under the Development Agreement, the Developer will maintain the parks, open spaces, trails and bike lanes until the Bonds are paid in full.

Pursuant to the Development Agreement, the land within the District must have a minimum value-to-lien ratio of 3:1. In addition, pursuant to the Development Agreement (i) the total amount of bonds to be issued in conjunction with developing the District shall not exceed \$95,000,000, (ii) the total equivalent tax rate including annual installments in the District shall not exceed \$3.00/\$100, and (iii) capitalized interest may not exceed 2 years unless the law dictates otherwise, for which the maximum years of capitalized interest will be adjusted to the lawful requirement.

The Developer has agreed to an alternate process of review of development procedures as set forth in the Development Agreement. In addition, the Development Agreement provides that the property within the District shall be annexed into the corporate limits of the City in phases, but that no property shall be annexed until a final plat for the property to be annexed has been recorded and it is financially feasible for the City to annex such property.

**Zoning**

The land within Improvement Area #1 (other than the areas applicable to the townhomes) has been zoned as P3 Neighborhood by the City. The townhome land has been zoned as P5 Core by the City. The land within the Future Improvement Areas has not been annexed into the City and thus has not been zoned. Development of such land is governed by the provisions of the Development Agreement. Contemporaneously with the annexation of each Future Improvement Area into the City’s corporate limits, the City will zone such Future Improvement Area in a manner consistent with the concept plan, the Development Agreement, and city regulations.

**Private Improvements**

The Developer has constructed or will construct certain private improvements to serve the entire District consisting of landscape/hardscape improvements consisting of an entry monument, subdivision walls and landscape/irrigation, and other miscellaneous soft costs. The cost of such improvements is expected to be approximately \$1.38 million. The costs of the private Improvements were paid or will be paid with cash available to the Developer.

**Amenities**

The Developer has constructed and will construct certain amenities within the District, including an amenity center, playgrounds, public parks, open space, and hike and bike trails (the “Amenities”). The amenity center will consist of a building, pool, parking lot, volleyball court, pickleball court, a playscape and trails. The Developer expects to begin constructing the amenity center in January 2025 and expects to complete the amenity center in November 2025. Parks and hike and bike trails will be completed on a phased basis throughout the Development, with construction of the first phase of such parks and trails beginning in January 2025 with construction of the Amenity Center.

The amenity center is expected to cost approximately \$2,800,000. The expected total cost of the Amenities, including the amenity center, is \$4,900,000. The costs of the Amenities are being financed with cash available to the Developer. The Amenities will be owned and maintained by the HOA.

**Education**

The District is located within Bastrop ISD. Bastrop ISD operates eight elementary schools, four middle/intermediate schools, two high schools and three alternative schools. Colony Oaks Elementary School, which is approximately 1.6 miles from the District, Bastrop Middle School, which is approximately 2.1 miles from the District and Bastrop High School, which is approximately 4.7 miles from the District, are expected to serve the District.

According to the Texas Education Agency annual school report cards, Bastrop Middles School, Bastrop High School and Bastrop ISD were rated “C” for the 2021-2022 school year, the latest year for which ratings are available. The categories for public school districts and public schools are A, B, C, D or Not Rated. Bastrop Middle School is rated 3/10 and Bastrop High School is rated 5/10 by GreatSchools.org. Colony Oaks Elementary School has not been assigned a rating by the Texas Education Agency or GreatSchools.org.

**Environmental**

Phase One ESA. A Phase One Environmental Site Assessment (a “Phase One ESA”) of land within the District, including Improvement Area #1, was completed by Wood Environment and Infrastructure, Inc. (“Wood”). The Developer provided an executive summary of such Phase One ESA for review. The executive summary provides that there was no evidence that the property in the District was under environmental regulatory review or enforcement

action. The site reconnaissance, regulatory database review and historical source review revealed no evidence of recognized environmental conditions involving the site.

However, Wood did identify the following developmental conditions: (i) a house, two mobile homes, and two pole barns were located on the property which Wood indicated may warrant asbestos and lead-based paint surveys prior to demolition; (ii) three water wells are located on the property which Wood recommended should be properly plugged and abandoned prior to development; and (iii) a septic system was located on the property which Wood recommended be removed and disposed of prior to development. The Developer has complied with Wood’s recommendations.

Wood also identified two riverine wetlands are located on the property. The land identified by Wood as wetlands will be designated as open space.

Endangered Species. According to the website for the United States Fish and Wildlife Service, the Houston Toad is endangered species in Bastrop County. The Developer is not aware of any endangered species located on District property.

**Flood Designation**

According to Federal Emergency Management Agency (“FEMA”) Flood Insurance Rate Map Panel No. 48021C0355F effective May 9, 2023, approximately 6.06 acres of the District lie within Zone AE, which is part of the 100-year floodplain. However, no property within Improvement Area #1 of the District lies in an area of special flood hazard designation. The Developer does not expect to develop the land in the flood plain, and all such land will remain open space.

**Existing Mineral Rights, Easements and Other Third Party Property Rights**

Third parties hold title to certain rights applicable to real property within and around the District (the “Mineral Owners”), including reservations of mineral rights and royalty interests and easements (collectively, the “Third Party Property Rights”) pursuant to various instruments in the chain of title for various tracts of land within and immediately adjacent to the District. Some of these reservations of mineral rights include a waiver by the Mineral Owners of their right to enter onto the surface of the property to explore, develop, drill, produce or extract minerals within the District. If the waiver is applicable, such Mineral Owners may only develop such mineral interests by means of wells drilled on land outside of the property of the District.

The Developer is not aware of any ongoing mineral rights development or exploration on or adjacent to the property within the District. The Developer is not aware of any interest in real property (including mineral rights) owned by the Mineral Owners adjacent to the District. Certain rules and regulations of the Railroad Commission of Texas may also restrict the ability of the Mineral Owners to explore or develop the property due to well density, acreage, or location issues.

Although the Developer does not expect the above-described Third Party Property Rights, or the exercise of such rights or any other third party real property rights in or around the District, to have a material adverse effect on the Development, the property within Improvement Area #1 of the District, or the ability of landowners within the District to pay Assessments, the Developer makes no guarantee as to such expectation. See “BONDHOLDERS’ RISKS — Exercise of Third Party Property Rights.”

**Utilities**

Water and Wastewater. The City will provide water and wastewater service to the District. The City has sufficient capacity to provide water and wastewater service to the District. See “THE CITY – City Water and Wastewater System.”

In addition to the water and wastewater portion of the Improvement Area #1 Improvements, pursuant to the Development Agreement, the Developer is constructing a lift station to serve the Development, which is expected to be completed in January 2025. The approximate cost of the lift station is \$1,500,000, which is expected to be funded

with cash available to the Developer without reimbursement from the City. The City has agreed in the Development Agreement to construct the Offsite Wastewater Facilities necessary to connect the property in the District to the City's existing system. See "THE DEVELOPMENT – Development Agreement."

Other Utilities. Additional utilities in the District are expected to be provided by: (1) Phone – Centric Fiber; (2) Electric – Bluebonnet Electric Cooperative; (3) Cable/Data – Centric Fiber; and (4) Gas – Centric Gas.

## THE DEVELOPER

The following information has been provided by the Developer. Certain of the following information is beyond the direct knowledge of the City, the City's Financial Advisor, Bond Counsel nor the Underwriter, and none of the City, the City's Financial Advisor, or the Underwriter have any way of guaranteeing the accuracy of such information. See "SOURCES OF INFORMATION – Source of Certain Information."

### General

In general, the activities of a developer in a development such as the District include purchasing the land, designing the subdivision, including the utilities and streets to be installed and any community facilities to be built, defining a marketing program and building schedule, securing necessary governmental approvals and permits for development, arranging for the construction of roads and the installation of utilities (including, in some cases, water, sewer, and drainage facilities, as well as telephone and electric service) and selling improved lots to homebuilders, developers, or other third parties. The relative success or failure of a developer to perform such activities within a development may have a material effect on the security of bonds, such as the Bonds, issued by a municipality for a public improvement district. A developer is generally under no obligation to develop the property that it owns in a development. Furthermore, there is no restriction on the developer's right to sell any or all of the land that the developer owns within a development. In addition, a developer is ordinarily the major tax and assessment payer within a district during its development.

### Description of Developer

The Developer is a wholly-owned subsidiary of D.R. Horton. D.R. Horton is a public company (NYSE: DHI) subject to the information requirements of the Securities and Exchange Act of 1934, as amended, and in accordance therewith files reports and other information with the Securities Exchange Commission ("SEC"). Reports, proxy statements and other information filed by D.R. Horton can be inspected at the office of the SEC at Judiciary Plaza, Room 1024, 450 Fifth Street, N.W., Washington, D.C. 20549, and at the Regional Office of the SEC located at Citicorp Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661-2511. Copies of such material can be obtained from the Public Reference Section of the SEC at 450 Fifth Street, N.W. Washington, D.C. 20549, at prescribed rates. Copies of the above reports, proxy statements and other information may also be inspected at the offices of the New York Stock Exchange, Inc., 20 Broad Street, New York, New York 10005. The SEC maintains a website at <http://www.sec.gov> that contains reports, proxy information statements and other information regarding registrants that file electronically with the SEC.

In addition, D.R. Horton makes available on its web site [www.drhorton.com](http://www.drhorton.com) its annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports from Form 8-K (and any amendments to those reports) filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as soon as practicable after they have electronically filed with the SEC as well as other financial institutions. Unless otherwise specified, information contained on D.R. Horton's website, available by hyperlink from D.R. Horton's website or on the SEC's website, is not incorporated into this Limited Offering Memorandum

**THE BONDS AND THE ASSESSMENTS DO NOT CONSTITUTE INDEBTEDNESS OF, AND ARE NOT GUARANTEED BY, THE DEVELOPER OR D.R. HORTON.**

**Executive Biographies of Developer Principals**

*Ryan Gray, Land Development Manager.* Ryan Gray joined D.R. Horton in 2017. Based in Austin, Texas, Ryan joined D.R. Horton after working for Forestar Group, Inc. for 9 years, where he gained a wealth of experience in real estate and development. Ryan has experience in land acquisition and management as well as project management.

*Joel Wixson, Region Land Acquisition Manager.* Joel Wixson joined D.R. Horton as Region Land Acquisition Manager in 2021. His engineering background, entitlement knowledge and acquisition experience have played a major role in providing D.R. Horton lots across Arizona, New Mexico, and Texas. In September 2024, Wixson took over as Land Manager for the Austin Division.

**History and Financing of the District**

The Developer purchased approximately 399.878 acres, which includes the land within Improvement Area #1 of the District, on December 17, 2020 from David K. Grassel at a purchase price of \$11,600,000, which was funded with cash available to the Developer. The Developer is the owner of all 399.878 acres being developed in the District, including Improvement Area #1.

Approximately 10.59 acres within the boundaries of the District are owned by SIS Bastrop, LLC, and such land will not be assessed or be part of the Development.

The Developer expects to fund development in the District with cash available to the Developer.

**THE ADMINISTRATOR**

The following information has been provided by the Administrator. Certain of the following information is beyond the direct knowledge of the City, the City’s Financial Advisor and the Underwriter, and none of the City, the City’s Financial Advisor, Bond Counsel nor the Underwriter have any way of guaranteeing the accuracy of such information. The Administrator has reviewed this Limited Offering Memorandum and warrant and represent that the information herein under the caption “THE ADMINISTRATOR” does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made herein, in the light of the circumstances under which they are made, not misleading.

The City has selected P3Works, LLC as the initial Administrator for the District. The Administrator is a consulting firm with a specialized consulting practice providing services related to the formation and administration of special tax and special assessment districts. The City has entered into an agreement with the Administrator to provide specialized services related to the administration of the District needed to support the issuance of the Bonds. The Administrator will primarily be responsible for preparing the annual update to the Service and Assessment Plan. The Administrator is a consulting firm focused on providing district services relating to the formation and administration of public improvement districts, and is based in North Richland Hills, Texas and Austin, Texas.

The Administrator’s duties will include:

- Preparation of the annual update to the Service and Assessment Plan
- Preparation of assessment rolls for City billing and collection
- Establishing and maintaining a database of all City parcel IDs within the District
- Trust account analysis and reconciliation
- Property owner inquiries
- Determination of Prepayment amounts
- Preparation and review of disclosure notices with Dissemination Agent
- Review of developer draw requests for reimbursement of authorized improvement costs.

**APPRAISAL**

**The Appraisal**

General. Barletta & Associates, Inc. (the “Appraiser”), prepared an appraisal report dated as of November 25, 2024 (the “Appraisal”). The Appraisal was prepared at the request of the Underwriter.

The description herein of the Appraisal is intended to be a brief summary only of the Appraisal as it relates to the District. The Appraisal is attached hereto as APPENDIX E and should be read in its entirety. The conclusions reached in the Appraisal are subject to certain assumptions, hypothetical conditions and qualifications, which are set forth therein. See “APPENDIX E — Appraisal.”

Value Estimates. The Appraiser estimated (i) the “As Is” bulk market value of the fee simple interest in the 174 lots in Phase 2 (referred to in the Appraisal as “Phase 1 & 2, Sec. 1”) effective as of October 1, 2024, (ii) the “Upon Completion” bulk market value of the 178 expected lots in Phase 3 effective as of May 1, 2025, and (iii) the “Upon Completion” bulk market value of the fee simple interest in the 250 townhome lots in Phase 13 (referred to in the Appraisal as “Valverde North & Valverde South”) effective as of December 1, 2025, each under certain extraordinary assumptions as outlined in the Appraisal including the assumption that the Improvement Area #1 Improvements have been completed. The Appraisal reflects the values as if the lots were sold to a single purchaser in a single transaction. See “APPENDIX E — Appraisal.”

The Appraiser estimated the following values in Improvement Area #1, each using the methodologies described in the Appraisal (i) Phase 2 “As Is” bulk market value of \$11,890,000 effective as of October 1, 2024, (ii) Phase 3 “Upon Completion” bulk market value of \$14,120,000 effective as of May 1, 2025, and (iii) Phase 13 “Upon Completion” bulk market value of \$12,800,000 effective as of December 1, 2025. The combined value estimate for the assessable property within Improvement Area #1 of the District using the methodologies described in the Appraisal and subject to the hypothetical conditions set forth in the Appraisal, as of the effective dates set forth in the Appraisal, is \$38,810,000. For further information about the value of the land within Improvement Area #1 of the District and the lien relating to the Assessments, see “ASSESSMENT PROCEDURES – Assessment Methodology.”

**None of the City, the Developer or the Underwriter make any representation as to the accuracy, completeness, assumptions or information contained in the Appraisal. The assumptions or qualifications with respect to the Appraisal are contained therein. There can be no assurance that any such assumptions will be realized, and the City, the Developer and the Underwriter make no representation as to the reasonableness of such assumptions. Prospective investors should read the complete Appraisal in order to make an informed decision regarding any contemplated purchase of the Bonds. The complete Appraisal is attached hereto as APPENDIX E.**

**BONDHOLDERS’ RISKS**

*Before purchasing any of the Bonds, prospective investors and their professional advisors should carefully consider all of the risk factors described below which may create possibilities wherein interest may not be paid when due or that the Bonds may not be paid at maturity or otherwise as scheduled, or, if paid, without premium, if applicable. The following risk factors (which are not intended to be an exhaustive listing of all possible risks associated with an investment in the Bonds) should be carefully considered prior to purchasing any of the Bonds. Moreover, the order of presentation of the risks summarized below does not necessarily reflect the significance of such investment risks.*

**General**

**THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE**

**RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY'S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES, AND OTHER FUNDS COMPRISING THE TRUST ESTATE.**

The ability of the City to pay debt service on the Bonds as due is subject to various factors that are beyond the City's control. These factors include, among others, (a) the ability or willingness of property owners within Improvement Area #1 of the District to pay Assessments levied by the City, (b) cash flow delays associated with the institution of foreclosure and enforcement proceedings against property within Improvement Area #1 of the District, (c) general and local economic conditions which may impact real property values, the ability to liquidate real property holdings and the overall value of real property development projects, and (d) general economic conditions which may impact the general ability to market and sell the lots within Improvement Area #1 of the District, it being understood that poor economic conditions within the City, State and region may slow the assumed pace of sales of such lots.

The rate of development of the property in Improvement Area #1 of the District is directly related to the vitality of the residential housing industry. In the event that the sale of the lands within Improvement Area #1 of the District should proceed more slowly than expected and the Developer is unable to pay the Assessments, only the value of the lands, with improvements, will be available for payment of the debt service on the Bonds, and such value can only be realized through the foreclosure or expeditious liquidation of the lands within Improvement Area #1 of the District. There is no assurance that the value of such lands will be sufficient for that purpose and the expeditious liquidation of real property through foreclosure or similar means is generally considered to yield sales proceeds in a lesser sum than might otherwise be received through the orderly marketing of such real property.

The Underwriter is not obligated to make a market in or repurchase any of the Bonds, and no representation is made by the Underwriter, the City or the City's Financial Advisor that a market for the Bonds will develop and be maintained in the future. If a market does develop, no assurance can be given regarding future price maintenance of the Bonds.

The City has not applied for or received a rating on the Bonds. The absence of a rating could affect the future marketability of the Bonds. There is no assurance that a secondary market for the Bonds will develop or that holders who desire to sell their Bonds prior to the stated maturity will be able to do so.

### **Deemed Representations and Acknowledgment by Investors**

Each Investor will be deemed to have acknowledged and represented to the City the matters set forth under the heading "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS" which include, among others, a representation and acknowledgment that the purchase of the Bonds involves investment risks, certain of which are set forth under this heading "BONDHOLDERS' RISKS" and elsewhere herein, and such Investor, either alone or with its purchaser representative(s) (as defined in Rule 501(h) of Regulation D under the Securities Act of 1933), has sophisticated knowledge and experience in financial and business matters and the capacity to evaluate such risks in making an informed investment decision to purchase the Bonds, and the Investor can afford a complete loss of its investment in the Bonds.

### **Assessment Limitations**

Annual Installments of Assessments are billed to property owners in the District. Annual Installments are due and payable, and bear the same penalties and interest for non-payment, as for ad valorem taxes as described under "ASSESSMENT PROCEDURES" herein. Additionally, Annual Installments established by the Service and Assessment Plan correspond in number and proportionate amount to the number of installments and principal amounts of Bonds maturing in each year, interest and the Annual Collection Costs for such year. See "ASSESSMENT PROCEDURES" herein. The unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Annual Installments of Assessment payments in the future.

In order to pay debt service on the Bonds, it is necessary that Annual Installments are paid in a timely manner. Due to the lack of predictability in the collection of Annual Installments in the District, the City has established a Reserve Account in the Reserve Fund, to be funded from the proceeds of the Bonds, to cover delinquencies. The Annual Installments are secured by the Assessment Lien. However, there can be no assurance that foreclosure proceedings will occur in a timely manner so as to avoid depletion of the Reserve Account and delay in payments of debt service on the Bonds. See “BONDHOLDERS’ RISKS — Bondholders’ Remedies and Bankruptcy” herein.

Upon an ad valorem tax lien foreclosure event of a property within Improvement Area #1 of the District, any lien securing an Assessment that is delinquent will be foreclosed upon in the same manner as the ad valorem tax lien (assuming all necessary conditions and procedures for foreclosure are duly satisfied). To the extent that a foreclosure sale results in insufficient funds to pay in full both the delinquent ad valorem taxes and the delinquent Assessments, the liens securing such delinquent ad valorem taxes and delinquent Assessments would likely be extinguished. Any remaining unpaid balance of the delinquent Assessments would then be an unsecured personal liability of the original property owner.

Based upon the language of Texas Local Government Code, §372.017(b), case law relating to other types of assessment liens and opinions of the Texas Attorney General, the Assessment Lien as it relates to installment payments that are not yet due should remain in effect following an ad valorem tax lien foreclosure, with future installment payments not being accelerated. Texas Local Government Code §372.018(d) supports this position, stating that an Assessment Lien runs with the land and the portion of an assessment payment that has not yet come due is not eliminated by foreclosure of an ad valorem tax lien.

The Assessment Lien is superior to any homestead rights of a property owner that were properly claimed after the adoption of the Assessment Ordinance. However, an Assessment Lien may not be foreclosed upon if any homestead rights of a property owner were properly claimed prior to the adoption of the Assessment Ordinance (“Pre-existing Homestead Rights”) for as long as such rights are maintained on the property. It is unclear under State law whether or not Pre-existing Homestead Rights would prevent the Assessment Lien from attaching to such homestead property or instead cause the Assessment Lien to attach, but remain subject to, the Pre-existing Homestead Rights.

Under State law, in order to establish homestead rights, the claimant must show a combination of both overt acts of homestead usage and intention on the part of the owner to claim the land as a homestead. Mere ownership of the property alone is insufficient and the intent to use the property as a homestead must be a present one, not an intention to make the property a homestead at some indefinite time in the future. **It is noted that up to 12 homes are expected to close to end users prior to the levy of the Assessments, but it is unclear if such homeowners will have properly claimed homestead rights at such time.** Each of such are expected to execute the Homeowner Consents at the closing of such homes. It is unclear what effect the Homeowner Consents, if any, would have on the ability of the City to foreclose on the portion of the Assessments secured by such homes. Furthermore, the Developer is not eligible to claim homestead rights and the Developer has represented that it will own the remainder of the property within Improvement Area #1 of the District as of the date of the Assessment Ordinance. Consequently, there are and can be no homestead rights on the Assessed Property superior to the Assessment Lien and, therefore, the Assessment Lien may be foreclosed upon by the City.

Failure by owners of the parcels to pay Annual Installments when due, depletion of the Reserve Fund, delay in foreclosure proceedings, or inability of the City to sell parcels which have been subject to foreclosure proceedings for amounts sufficient to cover the delinquent installments of Assessments levied against such parcels may result in the inability of the City to make full or punctual payments of debt service on the Bonds.

**THE ASSESSMENTS WILL CONSTITUTE A FIRST AND PRIOR LIEN AGAINST THE PROPERTY ASSESSED, SUPERIOR TO ALL OTHER LIENS AND CLAIMS EXCEPT LIENS AND CLAIMS FOR STATE, COUNTY, SCHOOL DISTRICT OR MUNICIPALITY AD VALOREM TAXES AND WILL BE PERSONAL OBLIGATIONS OF AND CHARGES AGAINST THE OWNERS OF PROPERTY LOCATED WITHIN IMPROVEMENT AREA #1 OF THE DISTRICT.**

#### **Exceedance of Maximum Assessment Could Trigger Assessment Prepayment and Optional Redemption**

The Service and Assessment Plan establishes a “Maximum Assessment” for each lot type in Improvement



Area #1 of the District, which Maximum Assessment is currently calculated as shown below. See “APPENDIX B — Form of Service and Assessment Plan.”

<u>Lot type</u>	<u>Maximum Assessment per Lot Type</u>
Multi-Family	\$17,747.15
32’	\$19,489.86
43’	\$22,341.76
45’	\$23,387.58
50’	\$23,387.58

Prior to the City approving a final subdivision plat, the Administrator will certify that such plat will not result in the Assessment per lot for any lot type exceeding the Maximum Assessment. If the Administrator determines that the resulting Assessment per lot for any lot type will exceed the Maximum Assessment, the Service and Assessment Plan provides that the person or entity filing the plat shall make a mandatory prepayment of the Assessments. See “ASSESSMENT PROCEDURES – Assessment Amounts – Maximum Assessment.”

No plat has been filed the townhome tract in Phase 13 of in Improvement Area #1 of the District. In the event that the number of townhomes to be built in Phase 13 of Improvement Area #1 falls prior to the filing of a plat for Improvement Area #1, a mandatory prepayment of the Assessments could be triggered at the time of filing of the plat. Any mandatory prepayment of the Assessments related to the exceedance of the Maximum Assessment may trigger an optional redemption of the Bonds by the City. See “DESCRIPTION OF THE BONDS – Redemption Provisions.”

**Competition**

The housing industry in the Austin area is very competitive, and none of the Developer, the City, the City’s Financial Advisor or the Underwriter can give any assurance that the building programs which are planned will be completed in accordance with the Developer’s expectations. The competitive position of the Developer in the sale of developed lots or of any other homebuilder in the construction and sale of single-family residential units is affected by most of the factors discussed in this section, and such competitive position is directly related to maintenance of market values in the District. There can be no assurances that other similar projects will not be developed in the future or that existing projects will not be upgraded or otherwise be able to compete with the Development. A sample of competitive projects near the Development is below.

<u>Project Name</u>	<u># of Units</u>	<u>Proximity to District (Miles)</u>	<u>Developer/Builders</u>	<u>Expected Home Sale Prices</u>
Double Eagle Ranch	52	7.72 Miles	Meritage Homes	\$368,490
The Colony	99	.64 Miles	Perry Homes	\$416,150
The Colony	103	0.48 Miles	Scott Felder Homes	\$461,290
The Colony	92	2.75 Miles	Sitterle Homes	\$584,909
Adelton	47	1.3 Miles	Empire	\$408,445

**Recent Changes in State Law Regarding Public Improvement Districts; Failure of Developer to Deliver Required Notice Pursuant to Texas Property Code May Affect Absorption Schedule and Provide for Prepayments Causing Partial Redemptions of Bonds**

The 87th Legislature passed HB 1543, which became effective September 1, 2021, and requires a person who proposes to sell or otherwise convey real property within a public improvement district to provide to the purchaser of the property, before the execution of a binding contract of purchase and sale, written notice of the obligation to pay public improvement district assessments, in accordance with Section 5.014, Texas Property Code, as amended. In the event a contract of purchase and sale is entered into without the seller providing the notice, the intended purchaser is

entitled to terminate the contract or purchase and sale. If the Developer or the homebuilders within Improvement Area #1 of the District do not provide the required notice and prospective purchasers of property within Improvement Area #1 of the District terminate a purchase and sale contract, the anticipated absorption schedule may be affected. In addition to the right to terminate the purchase contract, a property owner who did not receive the required notice is entitled, after sale, to sue for damages for (i) all costs relative to the purchase, plus interest and reasonable attorney's fees, or (ii) an amount not to exceed \$5,000, plus reasonable attorney's fees. In a suit filed pursuant to clause (i), any damages awarded must go first to pay any outstanding liens on the property. In such an event, the outstanding Assessments on such property may be prepaid. In the event of such prepayment, a partial redemption of the Bonds could occur. See "DESCRIPTION OF THE BONDS – Redemption Provisions." On payment of all damages respectively to the lienholders and purchaser pursuant to clause (i), the purchaser is required to reconvey the property to the seller. Further however, if the Developer or homebuilders within Improvement Area #1 of the District do not provide the required notice and become liable for monetary damages, the anticipated buildout and absorption schedule may be affected. No assurances can be given that the projected buildout and absorption schedules presented in this Limited Offering Memorandum will be realized. The form of notice to be provided to homebuyers is attached to the Service and Assessment Plan. See "APPENDIX B – Form of Service and Assessment Plan."

### **Failure or Inability to Complete Proposed Development**

Proposed development within Improvement Area #1 of the District may be affected by changes in general economic conditions, fluctuations in the real estate market and interest rates, changes in the income tax treatment of real property ownership, unexpected increases in development costs and other similar factors as well as availability of utilities and the development or existence of environmental concerns with such land. See "– Hazardous Substances" below. There can be no assurances that other similar projects will not be developed in the future or that existing projects will not be upgraded or otherwise able to compete with the Development. A slowdown of the development process and the related absorption rate within the Development because of any or all of the foregoing could affect adversely land values. THE TIMELY PAYMENT OF THE BONDS DEPENDS UPON THE WILLINGNESS AND ABILITY OF THE DEVELOPER AND ANY SUBSEQUENT OWNERS TO PAY THE ASSESSMENTS WHEN DUE. ANY OR ALL OF THE FOREGOING COULD REDUCE THE WILLINGNESS AND THE ABILITY OF SUCH OWNERS TO PAY THE ASSESSMENTS AND COULD GREATLY REDUCE THE VALUE OF PROPERTY WITHIN IMPROVEMENT AREA #1 OF THE DISTRICT IN THE EVENT SUCH PROPERTY HAS TO BE FORECLOSED. In that event, there could be a default in the payment of the Bonds.

### **Completion of Homes**

The cost and time for completion of homes by the homebuilders is uncertain and may be affected by changes in national, regional and local and economic conditions; changes in long and short term interest rates; changes in the climate for real estate purchases; changes in demand for or supply of competing properties; changes in local, regional and national market and economic conditions; unanticipated development costs, market preferences and architectural trends; unforeseen environmental risks and controls; the adverse use of adjacent and neighboring real estate; changes in interest rates and the availability of mortgage funds to buyers of the homes yet to be built in the Development, which may render the sale of such homes difficult or unattractive; acts of war, terrorism or other political instability; delays or inability to obtain governmental approvals; changes in laws; moratorium; force majeure (which may result in uninsured losses); strikes; labor shortages; energy shortages; material shortages; inflation; adverse weather conditions; subcontractor defaults; and other unknown contingencies and factors beyond the control of the Developer.

### **Absorption Rate**

There can be no assurance that the Developer will be able to achieve its anticipated absorption rates. Failure to achieve the absorption rate estimates will adversely affect the estimated value of the Development, could impair the economic viability of the Development and could reduce the ability or desire of property owners in the District to pay the Assessments.

### **Risks Related to the Current Residential Real Estate Market**

The real estate market is currently experiencing a slowing of new home sales and new home closings due in part to rising inflation and mortgage interest rates. Downturns in the real estate market and other factors beyond the

control of the Developer, including general economic conditions, may impact the timing of parcel, lot, and home sales within the District. No assurances can be given that projected home prices, home sales and buildout values presented in this Limited Offering Memorandum will be realized.

### **Risks Related to Increase in Costs of Building Materials**

There have been substantial increases in the cost of materials, causing many homebuilders and general contractors to experience budget overruns. If the construction costs associated with completing homes in the District are substantially higher than the estimated costs or if the homebuilders within Improvement Area #1 of the District are unable to access building materials in a timely manner, it may affect the ability of such homebuilders in the District to complete the construction of homes or pay the Assessments when due. There is no way to predict whether such cost increases or low supply of building materials will continue or if such continuance will affect the development of the District.

### **Bankruptcy**

The payment of Assessments and the ability of the City to foreclose on the lien of a delinquent unpaid Assessment may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. Although bankruptcy proceedings would not cause the Assessments to become extinguished, bankruptcy of a property owner in all likelihood would result in a delay in prosecuting foreclosure proceedings. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the Bonds, and the possibility that delinquent Assessments might not be paid in full.

### **Direct and Overlapping Indebtedness, Assessments and Taxes**

The ability of an owner of property within Improvement Area #1 of the District to pay the Assessments could be affected by the existence of other taxes and assessments imposed upon the property. Public entities whose boundaries overlap those of the District currently impose ad valorem taxes on the property within Improvement Area #1 of the District and will likely do so in the future. Such entities could also impose assessment liens on the property within Improvement Area #1 of the District. The imposition of additional liens, or liens for private financing, may reduce the ability or willingness of the landowners to pay the Assessments. See "OVERLAPPING TAXES AND DEBT."

### **Depletion of Reserve Account of the Reserve Fund; No Prefunding of Delinquency & Prepayment Reserve Account**

Failure of the owners of property within the District to pay the Assessments when due could result in the rapid, total depletion of the Reserve Fund prior to replenishment from the resale of property upon a foreclosure or otherwise or delinquency redemptions after a foreclosure sale, if any. There could be a default in payments of the principal of and interest on the Bonds if sufficient amounts are not available in the Reserve Fund. The Delinquency & Prepayment Reserve Account of the Reserve Fund is not funded from proceeds of the Bonds. Instead, funding of the Delinquency & Prepayment Reserve Account is accumulated over time, by the mechanism described in "SECURITY FOR THE BONDS – Delinquency & Prepayment Reserve Account of the Reserve Fund." The Indenture provides that if after a withdrawal from the Reserve Account the amounts therein are less than the Reserve Account Requirement, the Trustee shall transfer an amount from the Pledged Revenue Fund to the Reserve Account sufficient to cure such deficiency. The Indenture also provides that if the amount on deposit in the Delinquency & Prepayment Reserve Account shall at any time be less than the Delinquency & Prepayment Reserve Requirement, the Trustee shall notify the City, in writing, of the amount of such shortfall and the City shall resume collecting the Additional Interest and shall file a City Certificate with the Trustee instructing the Trustee to resume depositing the Additional Interest from the Bond Pledged Revenue Account of the Pledged Revenue Fund into the Delinquency & Prepayment Reserve Account until the Delinquency & Prepayment Reserve Requirement has been accumulated in the Delinquency & Prepayment Reserve Account; provided, however, that the City shall not be required to replenish the Delinquency & Prepayment Reserve Account in the event funds are transferred from the Delinquency & Prepayment Reserve Account to the Redemption Fund as a result of an extraordinary optional redemption of Bonds from the proceeds of a Prepayment, as described under "SECURITY FOR THE BONDS – Reserve Account of the Reserve Fund."

## **Hazardous Substances**

While governmental taxes, assessments and charges are a common claim against the value of a parcel, other less common claims may be relevant. One of the most serious in terms of the potential reduction in the value that may be realized to the assessment is a claim with regard to a hazardous substance. In general, the owners and operators of a parcel may be required by law to remedy conditions relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as “CERCLA” or “Superfund Act,” is the most well-known and widely applicable of these laws. It is likely that, should any of the parcels of land located in the District be affected by a hazardous substance, the marketability and value of such parcels would be reduced by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The value of the land within Improvement Area #1 of the District does not take into account the possible liability of the Developer for the remediation of a hazardous substance condition on the property in the District. The City has not independently verified, and is not aware, that the Developer has such a current liability with respect to the property in Improvement Area #1 of the District; however, it is possible that such liabilities do currently exist and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the land within the District resulting from the existence, currently, of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. The actual occurrence of any of these possibilities could significantly negatively affect the value of a parcel that is realizable upon a foreclosure.

See “THE DEVELOPMENT — Environmental” for discussion of the Phase One ESA performed on property within Improvement Area #1 of the District.

## **Exercise of Third Party Property Rights**

As described herein under “THE DEVELOPMENT – Existing Mineral Rights, Easements and Other Third Party Property Rights,” there are certain Third Party Property Rights reservations located within Improvement Area #1 of the District and not owned by the Developer or any of its affiliates. There may also be additional mineral rights and related real property rights reflected in the chain of title for the real property within Improvement Area #1 of the District recorded in the real property records of Bastrop County.

The Developer does not expect the existence or exercise of any Third Party Property Rights, mineral rights or related real property rights in or around the District to have a material adverse effect on the Development, the property within Improvement Area #1 of the District, or the ability of landowners within Improvement Area #1 of the District to pay Assessments. However, none of the City, the Financial Advisor, or the Underwriter, provide any assurances as to such Developer expectations.

## **Regulation**

Development within the District may be subject to future federal, state and local regulations. Approval may be required from various agencies from time to time in connection with the layout and design of development in the District, the nature and extent of public improvements, land use, zoning and other matters. Failure to meet any such regulations or obtain any such approvals in a timely manner could delay or adversely affect development in the District and property values.

## **Bondholders’ Remedies and Bankruptcy**

In the event of default in the payment of principal or interest on the Bonds or the occurrence of any other Event of Default under the Indenture, the Trustee may, and upon the written request of at least of the Owners of at least a Quarter in Interest on the Bonds then Outstanding, the Trustee shall proceed to protect and enforce its rights

and the rights of the owners of the Bonds under the Indenture by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for mandamus or the specific performance of any covenant or agreement contained therein or in aid or execution of any power granted or for the enforcement of any proper legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce such rights.

The issuance of a writ of mandamus may be sought if there is no other available remedy at law to compel performance of the City's obligations under the Bonds or the Indenture and such obligations are not uncertain or disputed. The remedy of mandamus is controlled by equitable principles, so rests with the discretion of the court, but may not be arbitrarily refused. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. The owners of the Bonds cannot themselves foreclose on property within Improvement Area #1 of the District or sell property within Improvement Area #1 of the District in order to pay the principal of and interest on the Bonds. The enforceability of the rights and remedies of the owners of the Bonds further may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the City. In this regard, should the City file a petition for protection from creditors under federal bankruptcy laws, the remedy of mandamus or the right of the City to seek judicial foreclosure of its Assessment Lien would be automatically stayed and could not be pursued unless authorized by a federal bankruptcy judge. See "BONDHOLDERS' RISKS — Bankruptcy Limitation to Bondholders' Rights" herein.

Any bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a property owner within Improvement Area #1 of the District pursuant to the Federal Bankruptcy Code could, subject to its discretion, delay or limit any attempt by the City to collect delinquent Assessments, or delinquent ad valorem taxes, against such property owner.

In addition, in 2006, the Texas Supreme Court ruled in *Tooke v. City of Mexia*, 197 S.W.3d 325 (Tex. 2006) ("Tooke") that a waiver of sovereign immunity must be provided for by statute in "clear and unambiguous" language. In so ruling, the Court declared that statutory language such as "sue and be sued", in and of itself, did not constitute a clear and unambiguous waiver of sovereign immunity. In *Tooke*, the Court noted the enactment in 2005 of sections 271.151-.160, Texas Local Government Code (the "Local Government Immunity Waiver Act"), which, according to the Court, waives "immunity from suit for contract claims against most local governmental entities in certain circumstances." The Local Government Immunity Waiver Act covers cities and relates to contracts entered into by cities for providing goods or services to cities.

In *Wasson Interests, Ltd. v. City of Jacksonville*, 489 S.W.3d 427 (Tex. 2016) ("Wasson"), the Texas Supreme Court (the "Court") addressed whether the distinction between governmental and proprietary acts (as found in tort-based causes of action) applies to breach of contract claims against municipalities. The Court analyzed the rationale behind the Proprietary-Governmental Dichotomy to determine that "a city's proprietary functions are not done pursuant to the 'will of the people'" and protecting such municipalities "via the [S]tate's immunity is not an efficient way to ensure efficient allocation of [S]tate resources." While the Court recognized that the distinction between governmental and proprietary functions is not clear, the *Wasson* opinion held that the Proprietary-Governmental Dichotomy applies in a contract-claims context. The Court reviewed *Wasson* for a second time and issued an opinion on October 5, 2018 clarifying that to determine whether governmental immunity applies to a breach of contract claim, the proper inquiry is whether the municipality was engaged in a governmental or proprietary function when it entered into the contract, not at the time of the alleged breach. Therefore, in regard to municipal contract cases (as in tort claims), it is incumbent on the courts to determine whether a function was proprietary or governmental based upon the statutory and common law guidance at the time of inception of the contractual relationship. Texas jurisprudence has generally held that proprietary functions are those conducted by a city in its private capacity, for the benefit only of those within its corporate limits, and not as an arm of the government or under authority or for the benefit of the State; these are usually activities that can be, and often are, provided by private persons, and therefore are not done as a branch of the State, and do not implicate the state's immunity since they are not performed under the authority, or for the benefit, of the State as sovereign. Notwithstanding the foregoing new case law issued by the Court, such sovereign immunity issues have not been adjudicated in relation to bond matters (specifically, in regard to the issuance of municipal debt). Each situation will be prospectively evaluated based on the facts and circumstances surrounding the contract in question to determine if a suit, and subsequently, a judgement, is justiciable against a municipality.

The City is not aware of any State court construing the Local Government Immunity Waiver Act in the context of whether contractual undertakings of local governments that relate to their borrowing powers are contracts covered by such act. Because it is unclear whether the Texas legislature has effectively waived the City's sovereign immunity from a suit for money damages in the absence of City action, the Trustee or the owners of the Bonds may not be able to bring such a suit against the City for breach of the Bonds or the Indenture covenants. As noted above, the Indenture provides that owners of the Bonds may exercise the remedy of mandamus to enforce the obligations of the City under the Indenture. Neither the remedy of mandamus nor any other type of injunctive relief was at issue in Tooke, and it is unclear whether Tooke will be construed to have any effect with respect to the exercise of mandamus, as such remedy has been interpreted by State courts. In general, State courts have held that a writ of mandamus may be issued to require public officials to perform ministerial acts that clearly pertain to their duties. State courts have held that a ministerial act is defined as a legal duty that is prescribed and defined with a precision and certainty that leaves nothing to the exercise of discretion or judgment, though mandamus is not available to enforce purely contractual duties. However, mandamus may be used to require a public officer to perform legally-imposed ministerial duties necessary for the performance of a valid contract to which the State or a political subdivision of the State is a party (including the payment of moneys due under a contract).

### **No Acceleration**

The Indenture expressly denies the right of acceleration in the event of a payment default or other default under the terms of the Bonds or the Indenture.

### **Bankruptcy Limitation to Bondholders' Rights**

The enforceability of the rights and remedies of the owners of the Bonds may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the City. The City is authorized under State law to voluntarily proceed under Chapter 9 of the Federal Bankruptcy Code, 11 U.S.C. 901-946. The City may proceed under Chapter 9 if it (1) is generally not paying its debts, or unable to meet its debts, as they become due, (2) desires to effect a plan to adjust such debts, and (3) has either obtained the agreement of or negotiated in good faith with its creditors, is unable to negotiate with its creditors because negotiation is impracticable, or reasonably believes that a creditor may attempt to obtain a preferential transfer.

If the City decides in the future to proceed voluntarily under the Federal Bankruptcy Code, the City would develop and file a plan for the adjustment of its debts, and the Bankruptcy Court would confirm the plan if (1) the plan complies with the applicable provisions of the Federal Bankruptcy Code, (2) all payments to be made in connection with the plan are fully disclosed and reasonable, (3) the City is not prohibited by law from taking any action necessary to carry out the plan, (4) administrative expenses are paid in full, (5) all regulatory or electoral approvals required under State law are obtained and (6) the plan is in the best interests of creditors and is feasible. The rights and remedies of the owners of the Bonds would be adjusted in accordance with the confirmed plan of adjustment of the City's debt. The City cannot predict a Bankruptcy Court's treatment of the Bondholders' creditor claim and whether a Bondholder would be repaid in full.

### **Loss of Tax Exemption**

The Indenture contains covenants by the City intended to preserve the exclusion from gross income of interest on the Bonds for federal income tax purposes. As discussed under the caption "TAX MATTERS" herein, interest on the Bonds could become includable in gross income for purposes of federal income taxation, retroactive to the date the Bonds were issued, as a result of future acts or omissions of the City in violation of its covenants in the Indenture.

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the Federal or state level, may adversely affect the tax-exempt status of interest on the Bonds under Federal or state law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

### **Tax-Exempt Status of the Bonds**

As further described in “TAX MATTERS” below, failure of the City to comply with the requirements of the Internal Revenue Code of 1986 (the “Code”) and the related legal authorities, or changes in the federal tax law or its application, could cause interest on the Bonds to be included in the gross income of owners of the Bonds for federal income tax purposes, possibly from the date of original issuance of the Bonds. Further, the opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel’s judgment as to the proper treatment of interest on the Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service (“IRS”) or the courts. The IRS has an ongoing program of auditing obligations that are issued and sold as bearing tax-exempt interest to determine whether, in the view of the IRS, interest on such obligations is included in the gross income of the owners thereof for federal income tax purposes. The IRS has announced that its audit efforts will focus in part on “developer-driven bond transactions,” including certain tax increment financings and certain assessment bond transactions. In recent audits, the IRS has asserted that interest on such “developer-driven” obligations can be taxable, in certain circumstances, even when those transactions otherwise meet all applicable tax law requirements. It cannot be predicted if this IRS focus could lead to an audit of the Bonds or what the result would be of any such audit. If an audit of the Bonds is commenced, under current procedures parties other than the City would have little, if any, right to participate in the audit process. Moreover, because achieving judicial review in connection with an audit of tax-exempt obligations is difficult, obtaining an independent review of IRS positions with which the City legitimately disagrees, may not be practicable. Any action of the IRS, regardless of the outcome, including but not limited to selection of the Bonds for audit, or the course or result of such audit, or an audit of obligations presenting similar tax issues, may affect the market price for, or the marketability of, the Bonds. Finally, if the IRS ultimately determines that the interest on the Bonds is not excluded from the gross income of Bondholders for federal income tax purposes, the City may not have the resources to settle with the IRS, the Bonds are not required to be redeemed, and the interest rate on the Bonds will not increase.

### **Management and Ownership**

The management and ownership of the Developer and related or affiliated property owners could change in the future. Purchasers of the Bonds should not rely on the management experience of such entities. There are no assurances that such entities will not sell the subject property or that officers will not resign or be replaced. In such circumstances, a new developer or new officers in management positions may not have comparable experience in development projects comparable to that of the Development.

### **General Risks of Real Estate Investment and Development**

Investments in undeveloped or developing real estate are generally considered to be speculative in nature and to involve a high degree of risk. The Development will be subject to the risks generally incident to real estate investments and development. Many factors that may affect the Development, as well as the operating revenues of the Developer, including those derived from the Development, are not within the control of the Developer. Such factors include changes in national, regional and local economic conditions; changes in long and short term interest rates; changes in the climate for real estate purchases; changes in demand for or supply of competing properties; changes in local, regional and national market and economic conditions; unanticipated development costs, market preferences and architectural trends; unforeseen environmental risks and controls; the adverse use of adjacent and neighboring real estate; changes in interest rates and the availability of mortgage funds to buyers of the homes to be built in the Development, which may render the sale of such homes difficult or unattractive; acts of war, terrorism or other political instability; delays or inability to obtain governmental approvals; changes in laws; moratorium; acts of God (which may result in uninsured losses); strikes; labor shortages; energy shortages; material shortages; inflation; adverse weather conditions; contractor or subcontractor defaults; and other unknown contingencies and factors beyond the control of the Developer.

Neither the Developer nor any other subsequent landowner is a guarantor of the Assessments and the recourse for the failure of the Developer or any other landowner to pay the Assessments is limited to the collection proceedings against the land as described herein. Failure to meet any lot purchase contract’s conditions may allow the applicable lot purchaser to terminate its obligation to purchase lots from the Developer and obtain its earnest money deposit back. See “THE DEVELOPMENT – Expected Build Out of the Development” herein.

The Developer has the right to modify or change their plan for development of the District from time to time, including, without limitation, land use changes, changes in the overall land and phasing plans, and changes to the type, mix, size, and number of units to be developed. No defined “true-up” agreement has been entered into between the City and Developer, nor is there a requirement that future developers enter into such an agreement. There can be no assurance, in the event the Developer or subsequent developers modify or change plans for development that the necessary revisions to the Service and Assessment Plan will be made. Nor can there be an assurance that the eventual assessment burden on the property will be marketable.

The ability of the Developer to develop lots and/or its affiliate homebuilders and sell single-family residential homes within the District may be affected by unforeseen changes in the general economic conditions, fluctuations in the real estate market and other factors beyond the control of the owner of the single-family residential lots. In the event that a large number of single-family projects are constructed outside of the District, and compete with the Development, the demand for residential housing within the District could be reduced, thereby adversely affecting the continued development of the Development, or its attraction to businesses and residents

The Development cannot be initiated or completed without the Developer obtaining a variety of governmental approvals and permits, some of which have already been obtained. Certain permits are necessary to initiate construction of the Development and to allow the occupancy of residences and to satisfy conditions included in the approvals and permits. There can be no assurance that all of these permits and approvals can be obtained or that the conditions to the approvals and permits can be fulfilled. The failure to obtain any of the required approvals or fulfill any one of the conditions could cause materially adverse financial results for the Developer.

A slowdown of the development process and the related absorption rate within the Development because of any or all of the foregoing could affect adversely land values. The timely payment of the Bonds depends on the willingness and ability of the Developer, its homebuilding affiliates and any subsequent owners to pay the Assessments when due. Any or all of the foregoing could reduce the willingness and ability of such owners to pay the Assessments and could greatly reduce the value of the property within Improvement Area #1 of the District in the event such property has to be foreclosed. If Annual Installments of Assessments are not timely paid and there are insufficient funds in the accounts of the Reserve Fund, a nonpayment could result in a payment default under the Indenture.

**Availability of Utilities**

The progress of development within the District is also dependent upon the City providing an adequate supply of water and wastewater. If the City fails to supply water and wastewater services to the property in the District, the Development of the land in the District could be adversely affected. See “THE DEVELOPMENT — Utilities.”

Portions of the State, including the City and its surrounding area, are experiencing significant growth, which has produced and is expected to continue to produce a growing demand for water and wastewater service. The ability of the City to provide an adequate supply of water and sufficient capacity for treatment of wastewater, as applicable, is dependent on many factors, including, but not limited to, supply and demand of materials to complete necessary water and wastewater improvements, compliance with the Texas Commission on Environmental Quality regulations, the effects of extreme weather events on such entities’ water and wastewater systems, and the construction of developments competing with the District. See “THE DEVELOPMENT — Utilities,” “BONDHOLDERS’ RISKS — General Risks of Real Estate Investment and Development,” “— Risks Related to Current Increase in Costs of Building Materials, “— Competition,” “— Regulation” and “— Risk from Weather Events.”

None of the City, the Financial Advisor, the Underwriter, or the Developer can predict the impact that such growing demand may have on the City, the District, the projected buildout schedule, availability of water and wastewater service to Improvement Area #1 of the District or an investment in the Bonds.

**Dependence Upon Developer**

The Developer, as the owner of the Assessed Property in the District, currently has the obligation for payment of the Assessments. The ability of the Developer to make full and timely payment of the Assessments will directly affect the ability of the City to meet its debt service obligations with respect to the Bonds. There can be no assurances



given as to the financial ability or willingness of the Developer to advance any funds to the City to supplement revenues from the Assessments if necessary, or as to whether the Developer will advance such funds.

Moreover, the City will pay the Developer, or the Developer’s designee, from proceeds of the Bonds for project costs actually incurred in developing and constructing the Improvement Area #1 Improvements within Improvement Area #1 of the District. See “THE IMPROVEMENT AREA #1 IMPROVEMENTS – General” and “THE DEVELOPMENT – Development Plan and Status of Development in Improvement Area #1 of the District.” There can be no assurances given as to the financial ability of the Developer to complete such improvements.

The Developer will not guarantee or otherwise be obligated to pay debt service on the Bonds.

**Potential Future Changes in State Law Regarding Public Improvement Districts**

During Texas legislative sessions and interim business of the Texas legislature, various proposals and reports have been presented by committees of Texas Senate and Texas House of Representative which suggest or recommend changes to the PID Act relating to oversight of bonds secured by special assessments including adopting requirements relating to levels of build out or adding State level oversight in connection with the issuance of bonds secured by special assessments under the PID Act. The 88th Legislative Session of the State (the “88th Regular Session”) concluded on May 29, 2023. When the regular Legislature is not in session, the Governor of Texas may call one or more special sessions, at the Governor’s direction, each lasting no more than 30 days, and for which the Governor sets the agenda. Upon conclusion of the 88th Regular Session, the Governor has called four special sessions all of which have ended without any legislation being passed by either chamber of the Texas legislature recommending oversight of bonds secured by assessments. It is impossible to predict what new proposals may be presented regarding the PID Act and the issuance of special assessment bonds during any upcoming legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Texas Senate and House of Representatives and signed by the Governor, and, if adopted, the form thereof. It is impossible to predict with certainty the impact that any such future legislation will or may have on the security for the Bonds.

**Use of Appraisal**

Caution should be exercised in the evaluation and use of valuations included in the Appraisal. The Appraisal is an estimate of market value as of a specified date based upon assumptions and limiting conditions and any extraordinary assumptions specific to the relevant valuation and specified therein. The estimated market value specified in the Appraisal is not a precise measure of value but is based on a subjective comparison of related activity taking place in the real estate market. The valuation set forth in the Appraisal is based on various assumptions of future expectations and while the Appraiser’s forecasts for properties in the District is considered to be reasonable at the current time, some of the assumptions may not materialize or may differ materially from actual experience in the future. The Bonds will not necessarily trade at values determined solely by reference to the underlying value of the properties in the District.

In performing its analysis, the Appraiser makes numerous assumptions with respect to general business, economic and regulatory conditions and other matters, many of which are beyond the Appraiser’s, Underwriter’s and City’s control, as well as certain factual matters. Furthermore, the Appraiser’s analysis, opinions and conclusions are necessarily based upon market, economic, financial and other circumstances and conditions existing prior to the valuation and date of the Appraisal.

The intended use and user of the Appraisal are specifically identified in the Appraisal as agreed upon in the contract for services and/or reliance language found in the Appraisal. The Appraiser has consented to the use of the Appraisal in this Limited Offering Memorandum in connection with the issuance of the Bonds. No other use or user of the Appraisal is permitted by any other party for any other purpose.

**Risk from Weather Events**

All of the State, including the City and the District, is subject to extreme weather events that can cause loss of life and damage to property through strong winds, flooding, heavy rains, extreme heat and freezes, including events similar to the severe winter storm that the continental United States experienced in February 2021, which resulted in

disruptions in the Electric Reliability Council of Texas power grid and prolonged blackouts throughout the State. It is impossible to predict whether similar events will occur in the future and the impact they may have on the City or the District, including land within the District.

**100-Year Flood Plain**

According to FEMA Flood Insurance Rate Map Panel No. 48021C0355F effective May 9, 2023, approximately 6.06 acres of the District lies within Zone AE, which is part of the 100-year floodplain. However, no property within Improvement Area #1 of the District lies in an area of special flood hazard designation. The Developer does not expect to develop the land in the flood plain and all such land will remain open space.

FEMA will from time to time revise its Flood Insurance Rate Maps. None of the City, the Underwriter, or the Developer make any representation as to whether FEMA may revise its Flood Insurance Rate Maps, whether such revisions may result in homes that are currently outside of the 100-year flood plain from being included in the 100-year flood plain in the future, or whether extreme flooding events may occur more often than assumed in creating the 100-year flood plain.

**Judicial Foreclosures**

Judicial foreclosure proceedings are not mandatory; however, the City has covenanted (subject to provisions set forth in the Indenture) to order and cause such actions to be commenced. In the event a foreclosure is necessary, there could be a delay in payments to owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the City of the proceeds of the foreclosure sale. It is possible that no bid would be received at the foreclosure sale, and, in such event, there could be an additional delay in payment of the principal of and interest on the Bonds or such payment may not be made in full. Moreover, in filing a suit to foreclose, the City must join other taxing units that have claims for delinquent taxes against all or part of the same property; the proceeds of any sale of property within the District available to pay debt service on the Bonds may be limited by the existence of other tax liens on the property. See “OVERLAPPING TAXES AND DEBT.” Collection of delinquent taxes, assessments and the Assessments may be adversely affected by the effects of market conditions on the foreclosure sale price, and by other factors, including taxpayers’ right to redeem property within two years of foreclosure for residential and agricultural use property and six months for other property, and by a time-consuming and expensive collection procedure.

**No Credit Rating**

The City has not applied for or received a rating on the Bonds. Even if a credit rating had been sought for the Bonds, it is not anticipated that such a rating would have been investment grade. The absence of a rating could affect the future marketability of the Bonds. There is no assurance that a secondary market for the Bonds will develop or that holders who desire to sell their Bonds prior to the stated maturity will be able to do so. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary market trading in connection with a particular issue is suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then generally prevailing circumstances. Such prices could be substantially different from the original purchase price.

**Limited Secondary Market for the Bonds**

The Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Bonds in the event an Owner thereof determines to solicit purchasers for the Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Bonds may be sold. Such price may be lower than that paid by the current Owners of the Bonds, depending on the progress of development of the District subject to the Assessments, existing real estate and financial market conditions and other factors.

**Cybersecurity Risks**

The City, like other municipalities in the State, utilizes technology in conducting its operations. As a user of technology, the City potentially faces cybersecurity threats (e.g., hacking, phishing, viruses, malware and ransomware) on its technology systems. Accordingly, the City may be the target of a cyber-attack on its technology systems that could result in adverse consequences to the City. The City employs a multi-layered approach to combating

cybersecurity threats. While the City deploys layered technologies and requires employees to receive cybersecurity training, as required by State law, among other efforts, cybersecurity breaches could cause material disruptions to the City's finances or operations. The costs of remedying such breaches or protecting against future cyber-attacks could be substantial. Further, cybersecurity breaches could expose the City to litigation and other legal risks, which could cause the City to incur other costs related to such legal claims or proceedings.

## **TAX MATTERS**

### **Opinion**

On the date of initial delivery of the Bonds, McCall, Parkhurst & Horton L.L.P., Bond Counsel to the City, will render its opinion that, in accordance with statutes, regulations, published rulings and court decisions existing on the date thereof ("Existing Law"), (1) interest on the Bonds for federal income tax purposes will be excludable from the "gross income" of the holders thereof and (2) the Bonds will not be treated as "specified private activity bonds" the interest on which would be included as an alternative minimum tax preference item under section 57(a)(5) of the Internal Revenue Code of 1986 (the "Code"). Except as stated above, Bond Counsel to the City will express no opinion as to any other federal, state, or local tax consequences of the purchase, ownership or disposition of the Bonds. See "APPENDIX C – Form of Opinion of Bond Counsel."

In rendering its opinion, Bond Counsel to the City will rely upon (a) the City's federal tax certificate and (b) covenants of the City with respect to arbitrage, the application of the proceeds to be received from the issuance and sale of the Bonds and certain other matters. Failure of the City to comply with these representations or covenants could cause the interest on the Bonds to become includable in gross income retroactively to the date of issuance of the Bonds.

The Code and the regulations promulgated thereunder contain a number of requirements that must be satisfied subsequent to the issuance of the Bonds in order for interest on the Bonds to be, and to remain, excludable from gross income for federal income tax purposes. Failure to comply with such requirements may cause interest on the Bonds to be included in gross income retroactively to the date of issuance of the Bonds. The opinion of Bond Counsel to the City is conditioned on compliance by the City with the covenants and the requirements described in the preceding paragraph, and Bond Counsel to the City has not been retained to monitor compliance with these requirements subsequent to the issuance of the Bonds.

Bond Counsel's opinion represents its legal judgment based upon its review of Existing Law and the reliance on the aforementioned information, representations and covenants. Bond Counsel's opinion is not a guarantee of a result. The Existing Law is subject to change by the Congress and to subsequent judicial and administrative interpretation by the courts and the Department of the Treasury. There can be no assurance that such Existing Law or the interpretation thereof will not be changed in a manner which would adversely affect the tax treatment of the purchase, ownership or disposition of the Bonds.

A ruling was not sought from the Internal Revenue Service by the City with respect to the Bonds or the facilities financed or refinanced with the proceeds of the Bonds. Bond Counsel's opinion represents its legal judgment based upon its review of Existing Law and the representations of the City that it deems relevant to render such opinion and is not a guarantee of a result. No assurances can be given as to whether the Internal Revenue Service will commence an audit of the Bonds, or as to whether the Internal Revenue Service would agree with the opinion of Bond Counsel. If an audit is commenced, under current procedures the Internal Revenue Service is likely to treat the City as the taxpayer and the Bondholders may have no right to participate in such procedure. No additional interest will be paid upon any determination of taxability.

### **Federal Income Tax Accounting Treatment of Original Issue Discount**

The initial public offering price to be paid for one or more maturities of the Bonds may be less than the principal amount thereof or one or more periods for the payment of interest on the Bonds may not be equal to the accrual period or be in excess of one year (the "Original Issue Discount Bonds"). In such event, the difference between (i) the "stated redemption price at maturity" of each Original Issue Discount Bond, and (ii) the initial offering price to the public of such Original Issue Discount Bond would constitute original issue discount. The "stated redemption

price at maturity” means the sum of all payments to be made on the Bonds less the amount of all periodic interest payments. Periodic interest payments are payments which are made during equal accrual periods (or during any unequal period if it is the initial or final period) and which are made during accrual periods which do not exceed one year.

Under Existing Law, any owner who has purchased such Original Issue Discount Bond in the initial public offering is entitled to exclude from gross income (as defined in section 61 of the Code) an amount of income with respect to such Original Issue Discount Bond equal to that portion of the amount of such original issue discount allocable to the accrual period. For a discussion of certain collateral federal tax consequences, see discussion set forth below.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Bond prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Bond was held by such initial owner) is includable in gross income.

Under Existing Law, the original issue discount on each Original Issue Discount Bond is accrued daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the date of the Bonds and ratably within each such six-month period) and the accrued amount is added to an initial owner’s basis for such Original Issue Discount Bond for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (a) the sum of the issue price and the amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (b) the amounts payable as current interest during such accrual period on such Original Issue Discount Bond.

The federal income tax consequences of the purchase, ownership, redemption, sale or other disposition of Original Issue Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. All owners of Original Issue Discount Bonds should consult their own tax advisors with respect to the determination for federal, state and local income tax purposes of the treatment of interest accrued upon redemption, sale or other disposition of such Original Issue Discount Bonds and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale or other disposition of such Original Issue Discount Bonds.

### **Collateral Federal Income Tax Consequences**

The following discussion is a summary of certain collateral federal income tax consequences resulting from the purchase, ownership or disposition of the Bonds. This discussion is based on Existing Law, which is subject to change or modification, retroactively.

The following discussion is applicable to investors, other than those who are subject to special provisions of the Code, such as financial institutions, property and casualty insurance companies, life insurance companies, individual recipients of Social Security or Railroad Retirement benefits, individuals allowed an earned income credit, certain S corporations with Subchapter C earnings and profits, foreign corporations subject to the branch profits tax, taxpayers qualifying for the health insurance premium assistance credit, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase tax-exempt obligations.

**THE DISCUSSION CONTAINED HEREIN MAY NOT BE EXHAUSTIVE. INVESTORS, INCLUDING THOSE WHO ARE SUBJECT TO SPECIAL PROVISIONS OF THE CODE, SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX TREATMENT WHICH MAY BE ANTICIPATED TO RESULT FROM THE PURCHASE, OWNERSHIP AND DISPOSITION OF TAX-EXEMPT OBLIGATIONS BEFORE DETERMINING WHETHER TO PURCHASE THE BONDS.**

Interest on the Bonds may be includable in certain corporation’s “adjusted financial statement income” determined under section 56A of the Code to calculate the alternative minimum tax imposed by section 55 of the Code.

Under section 6012 of the Code, holders of tax-exempt obligations, such as the Bonds, may be required to disclose interest received or accrued during each taxable year on their returns of federal income taxation.

Section 1276 of the Code provides for ordinary income tax treatment of gain recognized upon the disposition of a tax-exempt obligation, such as the Bonds, if such obligation was acquired at a “market discount” and if the fixed maturity of such obligation is equal to, or exceeds, one year from the date of issue. Such treatment applies to “market discount Bonds” to the extent such gain does not exceed the accrued market discount of such Bonds; although for this purpose, a de minimis amount of market discount is ignored. A “market discount bond” is one which is acquired by the holder at a purchase price which is less than the stated redemption price at maturity or, in the case of a bond issued at an original issue discount, the “revised issue price” (i.e., the issue price plus accrued original issue discount). The “accrued market discount” is the amount which bears the same ratio to the market discount as the number of days during which the holder holds the obligation bears to the number of days between the acquisition date and the final maturity date.

### **State, Local and Foreign Taxes**

Investors should consult their own tax advisors concerning the tax implications of the purchase, ownership or disposition of the Bonds under applicable state or local laws. Foreign investors should also consult their own tax advisors regarding the tax consequences unique to investors who are not United States persons.

### **Information Reporting and Backup Withholding**

Subject to certain exceptions, information reports describing interest income, including original issue discount, with respect to the Bonds will be sent to each registered holder and to the Internal Revenue Service. Payments of interest and principal may be subject to backup withholding under section 3406 of the Code if a recipient of the payments fails to furnish to the payor such owner’s social security number or other taxpayer identification number (“TIN”), furnishes an incorrect TIN, or otherwise fails to establish an exemption from the backup withholding tax. Any amounts so withheld would be allowed as a credit against the recipient’s federal income tax. Special rules apply to partnerships, estates and trusts, and in certain circumstances, and in respect of Non-U.S. Holders, certifications as to foreign status and other matters may be required to be provided by partners and beneficiaries thereof.

### **Future and Proposed Legislation**

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the Federal or state level, may adversely affect the tax-exempt status of interest on the Bonds under Federal or state law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

## **LEGAL MATTERS**

### **Legal Proceedings**

Delivery of the Bonds will be accompanied by (i) the unqualified approving legal opinion of the Attorney General to the effect that the Bonds are valid and legally binding obligations of the City under the Constitution and laws of the State, payable from the Trust Estate and, (ii) based upon their examination of a transcript of certified proceedings relating to the issuance and sale of the Bonds, the legal opinion of Bond Counsel, to a like effect.

McCall, Parkhurst & Horton L.L.P., Austin, Texas, serves as Bond Counsel to the City. Greenberg Traurig, LLP, Dallas, Texas, serves as Underwriter’s Counsel. The legal fees paid to Bond Counsel and Underwriter’s Counsel are contingent upon the sale and delivery of the Bonds.

## Legal Opinions

The City will furnish the Underwriter a transcript of certain certified proceedings incident to the authorization and issuance of the Bonds. Such transcript will include a certified copy of the approving opinion of the Attorney General of Texas, as recorded in the Bond Register of the Comptroller of Public Accounts of the State, to the effect that the Bonds are valid and binding special obligations of the City. The City will also furnish the legal opinion of Bond Counsel, to the effect that, based upon an examination of such transcript, the Bonds are valid and binding special, limited obligations of the City under the Constitution and laws of the State. The legal opinion of Bond Counsel will further state that the Bonds, including principal thereof and interest thereon, are payable from and secured by a pledge of and lien on the Trust Estate. Bond Counsel will also provide a legal opinion to the effect that interest on the Bonds will be excludable from gross income for federal income tax purposes under Section 103(a) of the Code, subject to the matters described above under the caption "TAX MATTERS." A copy of the opinion of Bond Counsel is attached hereto as "APPENDIX C — Form of Opinion of Bond Counsel."

Except as noted below, Bond Counsel did not take part in the preparation of this Limited Offering Memorandum, and such firm has not assumed any responsibility with respect thereto or undertaken independently to verify any of the information contained therein, except that, in its capacity as Bond Counsel, such firm has reviewed the information describing the Bonds in this Limited Offering Memorandum under the captions or subcaptions "PLAN OF FINANCE — The Bonds" (except for the final paragraph thereof), "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS" (except for the final paragraph under the subcaption "General"), "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts"), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings" (except for the final paragraph thereof), "LEGAL MATTERS — Legal Opinions" (except for the final paragraph thereof), "CONTINUING DISCLOSURE — The City," "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS" and "APPENDIX A," and "APPENDIX C" excluding any material that may be treated as included under such captions or subcaptions by cross references or reference to other documents or sources, and such firm is of the opinion that the statements relating to the Bonds and legal matters contained under such captions and subcaptions accurately describes the laws and legal matters addressed therein and, with respect to the Bonds, insofar as such statements expressly summarize certain provisions of or refer to the Bonds, the Bond Ordinance and the Indenture, or set out content of such firm's Bond Opinion, are accurate in all material respects.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

### Litigation — The City

At the time of delivery and payment for the Bonds, the City will certify that, except as disclosed herein, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending or, to its knowledge, overtly threatened against the City affecting the existence of the District, or seeking to restrain or to enjoin the sale or delivery of the Bonds, the application of the proceeds thereof, in accordance with the Indenture, or the collection or application of Assessments securing the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Assessment Ordinance, the Indenture, any action of the City contemplated by any of the said documents, or the collection or application of the Pledged Revenues, or in any way contesting the completeness or accuracy of this Limited Offering Memorandum or any amendment or supplement thereto, or contesting the powers of the City or its authority with respect to the Bonds or any action of the City contemplated by any documents relating to the Bonds.

### Litigation — The Developer

At the time of delivery and payment for the Bonds, the Developer will certify that, except as disclosed herein, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory body, public board or body pending, or, to the best knowledge of the Developer, threatened against or affecting the

Developer wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial condition or operations of the Developer or its officers or would adversely affect (1) the transactions contemplated by, or the validity or enforceability of, the Bonds, the Indenture, the Bond Ordinance, the Service and Assessment Plan, the Financing and Reimbursement Agreement, or the Bond Purchase Agreement, or otherwise described in this Limited Offering Memorandum, or (2) the tax-exempt status of interest on the Bonds.

### **SUITABILITY FOR INVESTMENT**

Investment in the Bonds poses certain economic risks. See “BONDHOLDERS’ RISKS.” The Bonds are not rated by any nationally recognized municipal securities rating service. No dealer, broker, salesman or other person has been authorized by the City or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum, and, if given or made, such other information or representations must not be relied upon as having been authorized by either of the foregoing. Additional information will be made available to each prospective investor, including the benefit of a site visit to the City and the opportunity to ask questions of the Developer as such prospective investor deems necessary in order to make an informed decision with respect to the purchase of the Bonds.

### **ENFORCEABILITY OF REMEDIES**

The remedies available to the owners of the Bonds upon an event of default under the Indenture are in many respects dependent upon judicial actions, which are often subject to discretion and delay. See “BONDHOLDERS’ RISKS — Bondholders’ Remedies and Bankruptcy.” Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indenture and the Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified, as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by governmental immunity, bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors and enacted before or after such delivery, and by general principles of equity that permit the exercise of judicial discretion.

### **NO RATING**

No application for a rating on the Bonds has been made to any rating agency, nor is there any reason to believe that the City would have been successful in obtaining an investment grade rating for the Bonds had application been made.

### **CONTINUING DISCLOSURE**

#### **The City**

Pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”), the City, the Administrator, and BOKF, NA (in such capacity, the “Dissemination Agent”) will enter into a Continuing Disclosure Agreement (the “Issuer Disclosure Agreement”) for the benefit of the Owners of the Bonds (including owners of beneficial interests in the Bonds), to provide, by certain dates prescribed in the Issuer Disclosure Agreement, certain financial information and operating data relating to the City (collectively, the “City Reports”). The specific nature of the information to be contained in the City Reports is set forth in “APPENDIX D-1 — Form of Issuer Disclosure Agreement.” Under certain circumstances, the failure of the City to comply with its obligations under the Issuer Disclosure Agreement constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Issuer Disclosure Agreement would allow the Owners of the Bonds (including owners of beneficial interests in the Bonds) to bring an action for specific performance.

The City has agreed to update information and to provide notices of certain specified events only as provided in the Issuer Disclosure Agreement. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided in this Limited Offering Memorandum, except as provided in the Issuer Disclosure Agreement. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Bonds at any future date. The City disclaims any contractual or tort liability for

damages resulting in whole or in part from any breach of the Issuer Disclosure Agreement or from any statement made pursuant to the Issuer Disclosure Agreement.

**The City’s Compliance with Prior Undertakings**

During the last five years, the City has complied in all material respects with all continuing disclosure agreements made by it in accordance with the Rule.

**The Developer**

The Developer will enter into a Continuing Disclosure Agreement (the “Developer Disclosure Agreement”) with the Administrator and the Dissemination Agent for the benefit of the Owners of the Bonds (including owners of beneficial interests in the Bonds), to provide, by certain dates prescribed in the Developer Disclosure Agreement, certain information regarding the applicable portion of the District and the applicable portions of the Improvement Area #1 Improvements (collectively, the “Developer Reports”). The specific nature of the information to be contained in the Developer Reports is set forth in “APPENDIX D-2 — Form of Developer Disclosure Agreement.”

Under certain circumstances, the failure of Developer or the Administrator to comply with their respective obligations under the Developer Disclosure Agreement constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Developer Disclosure Agreement would allow the Owners of the Bonds (including owners of beneficial interests in the Bonds) to bring an action for specific performance. The Developer Disclosure Agreement is a voluntary agreement made for the benefit of the holders of the Bonds and are not entered into pursuant to the Rule.

The Developer has agreed to provide (i) certain updated information to the Administrator, which consultant will prepare and provide such updated information in report form and (ii) notices of certain specified events, only as provided in the Developer Disclosure Agreement. The Developer has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided in this Limited Offering Memorandum, except as provided in the Developer Disclosure Agreement. The Developer makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Bonds at any future date. The Developer disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of the Developer Disclosure Agreement or from any statement made pursuant to the Developer Disclosure Agreement.

**The Developer’s Compliance with Prior Undertakings**

The Developer has previously entered into a continuing disclosure undertaking under which its reporting obligations began on November 19, 2024. The Developer’s first quarterly reporting obligation under such undertaking (except for any material events) is due May 15, 2025.

**UNDERWRITING**

FMSbonds, Inc. (the “Underwriter”) has agreed to purchase the Bonds from the City at a purchase price of \$\_\_\_\_\_ (the par amount of the Bonds, less an underwriting discount of \$\_\_\_\_\_, which includes Underwriter’s Counsel’s fee of \$\_\_\_\_\_) and no accrued interest. The Underwriter’s obligations are subject to certain conditions precedent and if obligated to purchase any of the Bonds the Underwriter will be obligated to purchase all of the Bonds. The Bonds may be offered and sold by the Underwriter at prices lower than the initial offering prices stated on the inside cover page hereof, and such initial offering prices may be changed from time to time by the Underwriter.

**REGISTRATION AND QUALIFICATION OF BONDS FOR SALE**

The sale of the Bonds has not been registered under the Securities Act of 1933 in reliance upon the exemption provided thereunder by Section 3(a)(2); and the Bonds have not been qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been qualified under the securities acts of any other jurisdiction. The City assumes no responsibility for qualification of the Bonds under the securities laws of



any jurisdiction in which the Bonds may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration provisions.

### **LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS**

The PID Act and Section 1201.041 of the Public Security Procedures Act (Chapter 1201, Texas Government Code, as amended) provide that the Bonds are negotiable instruments and investment securities governed by Chapter 8, Texas Business and Commerce Code, as amended, and are legal and authorized investments for insurance companies, fiduciaries, trustees, or for the sinking funds of municipalities or other political subdivisions or public agencies of the State. With respect to investment in the Bonds by municipalities or other political subdivisions or public agencies of the State, the PFIA requires that the Bonds be assigned a rating of at least “A” or its equivalent as to investment quality by a national rating agency. See “NO RATING” above. In addition, the PID Act and various provisions of the Texas Finance Code provide that, subject to a prudent investor standard, the Bonds are legal investments for state banks, savings banks, trust companies with capital of one million dollars or more, and savings and loan associations. The Bonds are eligible to secure deposits of any public funds of the State, its agencies, and its political subdivisions, and are legal security for those deposits to the extent of their market value. No review by the City has been made of the laws in other states to determine whether the Bonds are legal investments for various institutions in those states. No representation is made that the Bonds will be acceptable to public entities to secure their deposits or acceptable to such institutions for investment purposes.

The City made no investigation of other laws, rules, regulations or investment criteria which might apply to such institutions or entities or which might limit the suitability of the Bonds for any of the foregoing purposes or limit the authority of such institutions or entities to purchase or invest in the Bonds for such purposes.

### **INVESTMENTS**

The City invests its funds in investments authorized by State law in accordance with investment policies approved by the City Council. Both State law and the City’s investment policies are subject to change.

Under State law, the City is authorized to invest in (1) obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks; (2) direct obligations of the State or its agencies and instrumentalities; (3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States; (4) other obligations, the principal and interest of which are unconditionally guaranteed or insured by or backed by the full faith and credit of, the State or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States; (5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent; (6) bonds issued, assumed or guaranteed by the State of Israel; (7) interest-bearing banking deposits that are guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor; (8) interest-bearing banking deposits other than those described by clause (7) if (A) the funds invested in the banking deposits are invested through: (i) a broker with a main office or branch office in this State that the City selects from a list the governing body or designated investment committee of the entity adopts as required by Section 2256.025, Texas Government Code; or (ii) a depository institution with a main office or branch office in the State that the City selects; (B) the broker or depository institution selected as described by (A) above arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the investing entity's account; (C) the full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and (D) the City appoints as its custodian of the banking deposits issued for its account: (i) the depository institution selected as described by (A) above; (ii) an entity described by Section 2257.041(d), Texas Government Code; or (iii) a clearing broker dealer registered with the SEC and operating under Securities and Exchange Commission Rule 15c3-3; (9) (i) certificates of deposit and share certificates issued by or through an institution that either has its main office or a branch office in the State, and are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Insurance Fund, or are secured as to principal by obligations described in the clauses (1) through (8) or in any other manner and amount provided by law for City

deposits, or (ii) certificates of deposits where (a) the funds are invested by the City through (I) a broker that has its main office or a branch office in the State and is selected from a list adopted by the City as required by law or (II) a depository institution that has its main office or a branch office in the State that is selected by the City; (b) the broker or the depository institution selected by the City arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the City; (c) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States, and (d) the City appoints the depository institution selected under (a) above, a custodian as described by Section 2257.041(d) of the Texas Government Code, or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the City with respect to the certificates of deposit; (10) fully collateralized repurchase agreements that have a defined termination date, are fully secured by a combination of cash and obligations described in clause (1) above or clause (12) below, which are pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City and are placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State; (11) securities lending programs if (i) the securities loaned under the program are 100% collateralized, a loan made under the program allows for termination at any time and a loan made under the program is either secured by (a) obligations that are described in clauses (1) through (8) above, (b) irrevocable letters of credit issued by a state or national bank that is continuously rated by a nationally recognized investment rating firm at not less than A or its equivalent or (c) cash invested in obligations described in clauses (1) through (8) above, clauses (13) through (15) below, or an authorized investment pool; (ii) securities held as collateral under a loan are pledged to the City, held in the City's name and deposited at the time the investment is made with the City or a third party designated by the City; (iii) a loan made under the program is placed through either a primary government securities dealer or a financial institution doing business in the State; and (iv) the agreement to lend securities has a term of one year or less; (12) certain bankers' acceptances with the remaining term of 270 days or less, if the short-term obligations of the accepting bank or its parent are rated at least A-1 or P-1 or the equivalent by at least one nationally recognized credit rating agency; (13) commercial paper with a stated maturity of 365 days or less that is rated at least A-1 or P-1 or the equivalent by either (a) two nationally recognized credit rating agencies or (b) one nationally recognized credit rating agency if the paper is fully secured by an irrevocable letter of credit issued by a U.S. or state bank; (14) no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission that provide the City with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940 and comply with federal Securities and Exchange Commission Rule 2a-7; and (15) no-load mutual funds registered with the Securities and Exchange Commission that have an average weighted maturity of less than two years, and have a duration of one year or more and are invested exclusively in obligations described in this paragraph or have a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities. In addition, bond proceeds may be invested in guaranteed investment contracts that have a defined termination date and are secured by obligations, including letters of credit, of the United States or its agencies and instrumentalities in an amount at least equal to the amount of bond proceeds invested under such contract, other than the prohibited obligations described in the next succeeding paragraph.

The City may invest in such obligations directly or through government investment pools that invest solely in such obligations provided that the pools are rated no lower than "AAA" or "AAA-m" or an equivalent by at least one nationally recognized rating service. The City may also contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control for a term up to two years, but the City retains ultimate responsibility as fiduciary of its assets. In order to renew or extend such a contract, the City must do so by order, ordinance, or resolution. The City is specifically prohibited from investing in: (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security and bears no interest; (3) collateralized mortgage obligations that have a stated final maturity of greater than 10 years; and (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Under State law, the City is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity; that address investment diversification, yield, maturity, and the quality and capability of investment management; and that includes a list of authorized investments for City funds, the

maximum allowable stated maturity of any individual investment, the maximum average dollar-weighted maturity allowed for pooled fund groups, methods to monitor the market price of investments acquired with public funds, a requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis, and procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the PFIA. All City funds must be invested consistent with a formally adopted "Investment Strategy Statement" that specifically addresses each fund's investment. Each Investment Strategy Statement will describe its objectives concerning: (1) suitability of investment type, (2) preservation and safety of principal, (3) liquidity, (4) marketability of each investment, (5) diversification of the portfolio, and (6) yield.

Under State law, City investments must be made "with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived." At least quarterly the investment officers of the City shall submit an investment report detailing: (1) the investment position of the City, (2) that all investment officers jointly prepared and signed the report, (3) the beginning market value, the ending market value and the fully accrued interest for the reporting period of each pooled fund group, (4) the book value and market value of each separately listed asset and fund type invested at the beginning and end of the reporting period by the type of asset and fund type invested, (5) the maturity date of each separately invested asset, (6) the account or fund or pooled fund group for which each individual investment was acquired, and (7) the compliance of the investment portfolio as it relates to: (a) adopted investment strategy statements and (b) state law. No person may invest City funds without express written authority from the City Council.

Under State law the City is additionally required to: (1) annually review its adopted policies and strategies; (2) adopt a rule, order, ordinance or resolution stating that it has reviewed its investment policy and investment strategies and records any changes made to either its investment policy or investment strategy in the respective rule, order, ordinance or resolution; (3) require any investment officers' with personal business relationships or relatives with firms seeking to sell securities to the City to disclose the relationship and file a statement with the Texas Ethics Commission and the City Council; (4) require the registered principal of firms seeking to sell securities to the City to: (a) receive and review the City's investment policy, (b) acknowledge that reasonable controls and procedures have been implemented to preclude investment transactions conducted between the City and the business organization that are not authorized by the City's investment policy (except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio, requires an interpretation of subjective investment standards or relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority), and (c) deliver a written statement attesting to these requirements; (5) perform an annual audit of the management controls on investments and adherence to the City's investment policy; (6) provide specific investment training for the officers of the City; (7) restrict reverse repurchase agreements to not more than 90 days and restrict the investment of reverse repurchase agreement funds to no greater than the term of the reverse repurchase agreement; (8) restrict the investment in no-load mutual funds in the aggregate to no more than 15% of the entity's monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service; (9) require local government investment pools to conform to the new disclosure, rating, net asset value, yield calculation, and advisory board requirements; and (10) at least annually review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City.

### **INFORMATION RELATING TO THE TRUSTEE**

The City has appointed BOKF, NA, a national banking association organized under the laws of the United States, to serve as Trustee. The Trustee is to carry out those duties assignable to it under the Indenture. Except for the contents of this section, the Trustee has not reviewed or participated in the preparation of this Limited Offering Memorandum and assumes no responsibility for the contents, accuracy, fairness or completeness of the information set forth in this Limited Offering Memorandum or for the recitals contained in the Indenture or the Bonds, or for the validity, sufficiency, or legal effect of any of such documents.

Furthermore, the Trustee has no oversight responsibility, and is not accountable, for the use or application by the City of any of the Bonds authenticated or delivered pursuant to the Indenture or for the use or application of the proceeds of such Bonds by the City. The Trustee has not evaluated the risks, benefits, or propriety of any investment in the Bonds and makes no representation, and has reached no conclusions, regarding the value or condition of any

assets or revenues pledged or assigned as security for the Bonds, the technical or financial feasibility of the project, or the investment quality of the Bonds, about all of which the Trustee expresses no opinion and expressly disclaims the expertise to evaluate.

Additional information about the Trustee may be found at its website at [www.bokf.com](http://www.bokf.com). Neither the information on the Trustee's website, nor any links from that website, is a part of this Limited Offering Memorandum, nor should any such information be relied upon to make investment decisions regarding the Bonds.

## **SOURCES OF INFORMATION**

### **General**

The information contained in this Limited Offering Memorandum has been obtained primarily from the City's records, the Developer and its representatives and other sources believed to be reliable. In accordance with its responsibilities under the federal securities law, the Underwriter has reviewed the information in this Limited Offering Memorandum in accordance with, and as part of, its responsibilities under the federal securities laws as applied to the facts and circumstances of the transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Limited Offering Memorandum or any sale hereunder will create any implication that there has been no change in the financial condition or operations of the City and the Developer, described herein since the date hereof. This Limited Offering Memorandum contains, in part, estimates and matters of opinion that are not intended as statements of fact, and no representation or warranty is made as to the correctness of such estimates and opinions or that they will be realized. The summaries of the statutes, resolutions, ordinances, indentures and engineering and other related reports set forth herein are included subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information.

### **Source of Certain Information**

The information contained in this Limited Offering Memorandum relating to the description of the Improvement Area #1 Improvements, the Development, the Developer, generally and, in particular, the information included in the sections captioned "PLAN OF FINANCE — Development Plan, Status of Development and Plan of Finance," "OVERLAPPING TAXES AND DEBT — Homeowners' Association," "THE IMPROVEMENT AREA #1 IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS," (only as it pertains to the Developer, the Improvement Area #1 Improvements and the Development), "LEGAL MATTERS — Litigation — The Developer," "LEGAL MATTERS — Litigation — The Developer," "CONTINUING DISCLOSURE — The Developer" and "— The Developer's Compliance with Prior Undertakings," and APPENDIX G has been provided by the Developer, and the Developer warrants and represents, solely with respect to information pertaining to the Developer, the Development and the Improvement Area #1 Improvements that the information contained herein is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made herein, in the light of the circumstances under which they were made, not misleading. At the time of delivery of the Bonds to the Underwriter, the Developer will deliver a certificate to this effect to the City and the Underwriter.

### **Experts**

The information regarding the Service and Assessment Plan in this Limited Offering Memorandum has been provided by P3Works, LLC and has been included in reliance upon the authority of such firm as experts in the field of formation and administration of public improvement districts.

The information regarding the Appraisal in this Limited Offering Memorandum has been provided by the Appraiser and has been included in reliance upon the authority of such firm as experts in the field of the appraisal of real property.

### **Updating of Limited Offering Memorandum**

If, subsequent to the date of the Limited Offering Memorandum, the City learns, through the ordinary course of business and without undertaking any investigation or examination for such purposes, or is notified by the Underwriter, of any adverse event which causes the Limited Offering Memorandum to be materially misleading, and unless the Underwriter elects to terminate its obligation to purchase the Bonds, the City will promptly prepare and supply to the Underwriter an appropriate amendment or supplement to the Limited Offering Memorandum satisfactory to the Underwriter; provided, however, that the obligation of the City to so amend or supplement the Limited Offering Memorandum will terminate when the City delivers the Bonds to the Underwriter, unless the Underwriter notifies the City on or before such date that less than all of the Bonds have been sold to ultimate customers; in which case the City's obligations hereunder will extend for an additional period of time (but not more than 90 days after the date the City delivers the Bonds) until all of the Bonds have been sold to ultimate customers.

### **FORWARD-LOOKING STATEMENTS**

Certain statements included or incorporated by reference in this Limited Offering Memorandum constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act of 1933. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "anticipate," "budget" or other similar words.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED HEREIN TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER "CONTINUING DISCLOSURE" HEREIN.

### **AUTHORIZATION AND APPROVAL**

The City Council has approved the form and content of this Preliminary Limited Offering Memorandum and has authorized this Preliminary Limited Offering Memorandum to be used by the Underwriter in connection with the marketing and sale of the Bonds.

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**APPENDIX A**  
**FORM OF INDENTURE**

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**APPENDIX B**  
**FORM OF SERVICE AND ASSESSMENT PLAN**

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**APPENDIX C**  
**FORM OF OPINION OF BOND COUNSEL**

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**APPENDIX D-1**  
**FORM OF ISSUER DISCLOSURE AGREEMENT**

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**APPENDIX D-2**  
**FORM OF DEVELOPER DISCLOSURE AGREEMENT**

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**APPENDIX E**  
**APPRAISAL**

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**APPENDIX F**  
**FINANCING AND REIMBURSEMENT AGREEMENT**

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**APPENDIX G**  
**PHOTOGRAPHS OF DEVELOPMENT IN THE DISTRICT**

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**PRELIMINARY LIMITED OFFERING MEMORANDUM DATED ~~PLM DATE~~ MARCH 18, 2025**

INITIAL PURCHASERS ARE ADVISED THAT THE BONDS BEING OFFERED PURSUANT TO THIS LIMITED OFFERING MEMORANDUM ARE BEING OFFERED TO “QUALIFIED INSTITUTIONAL BUYERS” AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND “ACCREDITED INVESTORS” AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT. THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT IN RELIANCE UPON THE EXEMPTION PROVIDED BY SECTION 3(A)(2) THEREIN. NO ACTION HAS BEEN TAKEN TO QUALIFY THE BONDS FOR SALE UNDER THE SECURITIES LAWS OF ANY STATE. SEE “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS.”

*In the opinion of McCall, Parkhurst & Horton L.L.P., Bond Counsel, interest on the Bonds will be excludable from gross income for federal income tax purposes under statutes, regulations, published rulings and court decisions on the date thereof, subject to the matters described under “TAX MATTERS” herein, including the alternative minimum tax on certain corporations.*

**\$11,939,000\***

**CITY OF BASTROP, TEXAS**  
**(a municipal corporation of the State of Texas located in Bastrop County)**  
**SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025**  
**(VALVERDE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1)**

**Dated Date: Date of Delivery (as defined below)**  
**Interest to Accrue from the Date of Delivery**

**Due: September 1, as shown on page i**

The City of Bastrop, Texas Special Assessment Revenue Bonds, Series 2025 (Valverde Public Improvement District Improvement Area #1) (the “Bonds”), are being issued by the City of Bastrop, Texas (the “City”). The Bonds will be issued in fully registered form, without coupons, in authorized denominations of \$100,000 of principal amount and any integral multiple of \$1,000 in excess thereof. The Bonds will bear interest at the rates set forth on page i hereof, and such interest will be calculated on the basis of a 360-day year of twelve 30-day months, and will be payable on each March 1 and September 1, commencing September 1, 2025, until maturity or earlier redemption. The Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), New York, New York. No physical delivery of the Bonds will be made to the beneficial owners thereof. For so long as the book-entry only system is maintained, the principal of and interest on the Bonds will be paid from the sources described herein by BOKF, NA, Dallas, Texas, as trustee (the “Trustee”), to Cede & Co. as the registered owner thereof. See “BOOK-ENTRY ONLY SYSTEM.”

The Bonds are being issued by the City pursuant to the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the “PID Act”), an ordinance expected to be adopted by the City Council (the “City Council”) on ~~February 11~~ March 25, 2025, and an Indenture of Trust, dated as of ~~March~~ April 1, 2025 (the “Indenture”), entered into by and between the City and the Trustee. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture.

Proceeds of the Bonds will be used for the purpose of (i) paying a portion of the Actual Costs of the Improvement Area #1 Improvements (as defined herein), (ii) paying capitalized interest on the Bonds during the period of construction and acquisition of Improvement Area #1 Improvements, (iii) funding a reserve account for payment of principal and interest on the Bonds, (iv) funding the initial deposit to the Administrative Fund for the payment of the initial Annual Collection Costs, and (v) paying the costs of issuance of the Bonds. See “THE IMPROVEMENT AREA #1 IMPROVEMENTS” and “APPENDIX A — Form of Indenture.”

The Bonds, when issued and delivered, will constitute valid and binding special, limited obligations of the City payable solely from and secured by the Pledged Revenues, consisting primarily of Assessments levied against assessable properties in the Valverde Public Improvement District (originally created as Viridian Public Improvement District, and formerly known as NEU Community Bastrop) (the “District”) in accordance with a Service and Assessment Plan and other funds comprising the Trust Estate, all to the extent and upon the conditions described herein. The Bonds are not payable from funds raised or to be raised from taxation. The Assessments are expected to be levied in accordance with the Assessment Ordinance (as defined herein) of the City. See “SECURITY FOR THE BONDS.”

The Bonds are subject to redemption at the times, in the amounts, and at the redemption prices more fully described herein under the subcaption “DESCRIPTION OF THE BONDS — Redemption Provisions.”

The Bonds involve a significant degree of risk and are not suitable for all investors. Prospective purchasers should carefully evaluate the risks and merits of an investment in the Bonds, should consult with their legal and financial advisors before considering a purchase of the Bonds, and should be willing to bear the risks of loss of their investment in the Bonds. The Bonds are not credit enhanced or rated and no application has been made for a rating on the Bonds. See “BONDHOLDERS’ RISKS” and “SUITABILITY FOR INVESTMENT.”

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY’S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE TRUST ESTATE. SEE “SECURITY FOR THE BONDS.”

This cover page contains certain information for quick reference only. It is not a summary of the Bonds. Investors must read this entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

The Bonds are offered for delivery when, as, and if issued by the City and accepted by FMSbonds, Inc. (the “Underwriter”), subject to, among other things, the approval of the Bonds by the Attorney General of Texas and the receipt of the opinion of McCall, Parkhurst & Horton L.L.P., Austin, Texas, Bond Counsel, as to the validity of the Bonds and the excludability of interest thereon from gross income for federal income tax purposes. See “APPENDIX C — Form of Opinion of Bond Counsel.” Certain legal matters will be passed upon for the City by its counsel, Denton Navarro Rodriguez Bernal Santee & Zech, P.C., for the Underwriter by its counsel, ~~Troutman Pepper Locke LLP, Dallas, Texas (successor merged firm to Locke Lord LLP and Troutman Pepper Hamilton Sanders)~~ Greenberg Traurig, LLP; see “LEGAL MATTERS – Legal Proceedings”) and for the Developer by its counsel Metcalfe Wolff Stuart & Williams, LLP. It is expected that the Bonds will be delivered in book-entry form through the facilities of DTC on or about ~~March 6~~ April 17, 2025 (the “Date of Delivery”).

**FMSBONDS, INC.**

\* Preliminary; subject to change

**CITY OF BASTROP, TEXAS  
CITY COUNCIL**

<u>City Council Members*</u>	<u>Term Expires</u>
John Kirkland, Mayor Pro Tem	May 2025
Cheryl Lee, Place 1	May 2025
Cynthia Meyer, Place 2	May 2027
Kevin Plunkett, Place 3	May 2026
Kerry Fossler, Place 4	May 2027

*\* The City's Mayor resigned as of January 14, 2025, and the Mayor Pro Tem will preside over the City's operations until such time as a new Mayor is elected. The City expects to hold an election for the Mayor position in May 2025.*

<b>CITY MANAGER</b>	<b>CHIEF FINANCIAL OFFICER</b>	<b>CITY SECRETARY</b>
Sylvia Carrillo-Trevino	Edi McIlwain	Irma G. Parker

**ADMINISTRATOR**  
P3Works, LLC

**FINANCIAL ADVISOR TO THE CITY**  
Specialized Public Finance, Inc.

**BOND COUNSEL**  
McCall, Parkhurst & Horton L.L.P.

**UNDERWRITER'S COUNSEL**  
~~Froutman Pepper Locke~~Greenberg Traurig, LLP

For additional information regarding the City, please contact:

<p>Sylvia Carillo-Trevino City Manager City of Bastrop, Texas 1311 Chestnut Street Bastrop, Texas 78602 (512) 332-8800 scarillo@cityofbastrop.org</p>	<p>Dan Wegmiller Managing Director Specialized Public Finance, Inc. 248 Addie Roy, Road, Suite B-103 Austin, Texas 78731 (512) 275-7300 dan@spfmuni.com</p>
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**PRELIMINARY LIMITED OFFERING MEMORANDUM**

**\$11,939,000\***

**CITY OF BASTROP, TEXAS**

**(a municipal corporation of the State of Texas located in Bastrop County)**

**SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025**

**(VALVERDE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1)**

**INTRODUCTION**

The purpose of this Limited Offering Memorandum, including the cover page, inside cover and appendices hereto, is to provide certain information in connection with the issuance and sale by the City of Bastrop, Texas (the “City”), of its \$11,939,000\* aggregate principal amount of Special Assessment Revenue Bonds, Series 2025 (Valverde Public Improvement District Improvement Area #1) (the “Bonds”).

INITIAL PURCHASERS ARE ADVISED THAT THE BONDS BEING OFFERED PURSUANT TO THIS LIMITED OFFERING MEMORANDUM ARE BEING OFFERED INITIALLY TO AND ARE BEING SOLD ONLY TO “ACCREDITED INVESTORS” AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT OF 1933”) AND “QUALIFIED INSTITUTIONAL BUYERS” AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933. PROSPECTIVE INVESTORS SHOULD BE AWARE OF CERTAIN RISK FACTORS, ANY OF WHICH, IF MATERIALIZED TO A SUFFICIENT DEGREE, COULD DELAY OR PREVENT PAYMENT OF PRINCIPAL OF AND/OR INTEREST ON THE BONDS. THE BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. SEE “SUITABILITY FOR INVESTMENT” AND “BONDHOLDERS’ RISKS.”

The Bonds are being issued by the City pursuant to the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the “PID Act”), the ordinance authorizing the issuance of the Bonds expected to be adopted by the City Council of the City (the “City Council”) on ~~February 11~~ March 25, 2025 (the “Bond Ordinance”), and an Indenture of Trust, dated as of ~~March~~ April 1, 2025 (the “Indenture”), entered into by and between the City and BOKF, NA, Dallas, Texas, as trustee (the “Trustee”). The Bonds will be secured by a pledge and lien upon the Trust Estate (as defined in the Indenture) consisting primarily of revenue from special assessments (the “Assessments”) to be levied against assessable property (the “Assessed Property”) located within Improvement Area #1 of the Valverde Public Improvement District (originally created as Viridian Public Improvement District, and formerly known as NEU Community Bastrop) (the “District”) pursuant to an ordinance (the “Assessment Ordinance”) expected to be adopted by the City Council on ~~February 11~~ March 25, 2025. The City created the District as “Viridian Public Improvement District” pursuant to an ordinance adopted by the City Council on March 9, 2021 (the “Creation Resolution”) and subsequently changed the name of the District to “Valverde Public Improvement District.” Prior to its creation, the District was referred to as NEU Community Bastrop.

Reference is made to the Indenture for a full statement of the authority for, and the terms and provisions of, the Bonds. All capitalized terms used in this Limited Offering Memorandum that are not otherwise defined herein shall have the meanings set forth in the Indenture. See “APPENDIX A — Form of Indenture.”

Set forth herein are brief descriptions of the City, the District, Continental Homes of Texas, L.P. (the “Developer”), P3Works, LLC (the “Administrator”), the Creation Resolution, the Assessment Ordinance, the Bond Ordinance, the Service and Assessment Plan (as defined herein), the Development Agreement (as defined herein), the Viridian Public Improvement District Financing and Reimbursement Agreement dated as of September 14, 2021 between the Developer and the City (the “Financing and Reimbursement Agreement”), together with summaries of terms of the Bonds and the Indenture and certain provisions of the PID Act. All references herein to such documents and the PID Act are qualified in their entirety by reference to such documents or such PID Act and all references to

\* Preliminary; subject to change.

in May 2025. Construction of the internal Improvement Area #1 Improvements benefitting Phase 13 is expected to begin in Q1 2025 and be completed in Q1 2026.

The total expected cost of the Improvement Area #1 Improvements is \$21,262,504\*. As of ~~December~~February 1, 2024~~5~~, the Developer has expended approximately \$14,300,000 on the Improvement Area #1 Improvements, which was financed with cash available to the Developer. See “THE DEVELOPER – History and Financing of the District.”

The Developer does not plan on entering into any purchase contracts with any homebuilders within the District. The Developer is a wholly-owned subsidiary of D.R. Horton. D.R. Horton will construct the anticipated 352 single-family homes in Improvement Area #1 of the District. Home construction in Improvement Area #1 began in October 2024, and the first home closing is expected to be in ~~February 2025~~March 2025. As of February 24, 2025, 28 homes are under construction in Improvement Area #1 of the District and 24 homes are under contract with an average contract price of \$263,000 for homes on 32’ lots and \$309,000 for homes on 45’/50’ lots. It is expected that approximately 13 of the homes under contract will close prior to the levy of assessments. See “ASSESSMENT PROCEDURES – Foreclosure Proceedings” and “BONDHOLDERS’ RISKS – Assessment Limitations.”

DHI Communities (“DHI”), a wholly owned subsidiary of D.R. Horton, will construct the anticipated 250 townhomes in Improvement Area #1 of the District. DHI is expected to begin vertical construction of the townhomes in Q2 2026 and complete such construction in Q2 2027. The townhomes are expected to be rental units with an average rental rate of approximately \$1,775/unit.

The City has entered into a reimbursement agreement with the Developer (the “Reimbursement Agreement”) to reimburse a portion of the costs of the Improvement Area #1 Improvements. Under the Reimbursement Agreement, the City will reimburse the Developer a portion of the costs of the Improvement Area #1 Improvements from proceeds of the Bonds. The City has agreed to reimburse the Developer an amount not to exceed \$10,970,000 for the actual costs of the Improvement Area #1 Improvements, and expects to amend and restate the Reimbursement Agreement concurrent with the approval of the Bonds to allow for reimbursement in the total amounts shown in the Service and Assessment Plan (as defined herein). The City expects to reimburse the Developer ~~\$PROJECT FUND DEPOSIT~~9,608,581\* for the costs of the Improvement Area #1 Improvements from the proceeds of the Bonds. The remaining costs of the Improvement Area #1 Improvements will be funded by the Developer without reimbursement by the City.

The City will pay a portion of the project costs for the Improvement Area #1 Improvements from proceeds of the Bonds. The Developer will submit payment requests on a monthly basis for costs actually incurred in developing and constructing the Improvement Area #1 Improvements and be paid in accordance with the Indenture, the Financing and Reimbursement Agreement, and the Reimbursement Agreement. See “THE IMPROVEMENT AREA #1 IMPROVEMENTS – General,” “THE DEVELOPMENT – Development Plan and Status of Development in Improvement Area #1” and “APPENDIX F – Financing and Reimbursement Agreement.” The remaining costs of the Improvement Area #1 Improvements will be paid by the Developer and such costs will not be reimbursed by the City.

**The Bonds**

Proceeds of the Bonds will be used for the purpose of (i) paying a portion of the Actual Costs of the Improvement Area #1 Improvements(ii) paying capitalized interest on the Bonds during the period of construction and acquisition of Improvement Area #1 Improvements, (iii) funding a reserve account for payment of principal and interest on the Bonds, (iv) funding the initial deposit to the Administrative Fund for the payment of the initial Annual Collection Costs, and (v) paying the costs of issuance of the Bonds. To the extent that a portion of the proceeds of the Bonds is allocated for the payment of the costs of issuance of the Bonds and less than all of such amount is used to pay such costs, the excess amount shall be transferred, first, to the Improvement Account of the Project Fund and,

\* Preliminary; subject to change.

Certificate filed with the Trustee. Upon such transfers, the Improvement Account of the Project Fund shall be closed.

Upon the Trustee's receipt of a written determination by the City Representative that all costs of issuance of the applicable series of Bonds Similarly Secured have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred to (i) the Improvement Account of the Project Fund and used to pay Actual Costs of the Improvement Area #1 Improvements or (ii) if no Improvement Area #1 Projects remain to be funded, to the Principal and Interest Account and used to pay interest on the Bonds, as directed in a City Certificate filed with the Trustee and the Costs of Issuance Account shall be closed.

### Reserve Account of the Reserve Fund

Pursuant to the Indenture, a Reserve Account will be created within the Reserve Fund for the benefit of the Bonds and held by the Trustee and will be funded with proceeds of the Bonds in the amount of the Reserve Account Requirement. Pursuant to the Indenture, the "Reserve Account Requirement" shall be an amount equal to the least of (i) Maximum Annual Debt Service on the Bonds Similarly Secured as of the date of issuance, (ii) 125% of average Annual Debt Service on the Bonds Similarly Secured as of the date of issuance of the applicable series of Bonds Similarly Secured, and (iii) 10% of the proceeds of the Bonds Similarly Secured; provided, however, that such amount shall be reduced as a result of (1) an optional redemption or (2) an extraordinary optional redemption and any such reduction in the Reserve Account Requirement shall be by a percentage equal to the pro rata principal amount of Bonds Similarly Secured redeemed by such redemption divided by the total principal amount of the Outstanding Bonds Similarly Secured prior to such redemption. ~~As of the date of delivery of the Bonds, the Reserve Account Requirement is \$[\_\_\_\_\_], which is an amount equal to Maximum Annual Debt Service on the Bonds as of the date of issuance.~~ "Annual Debt Service" means for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds Similarly Secured in such Bond Year assuming that the Outstanding Bonds Similarly Secured are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds Similarly Secured due in such Bond Year (including any Sinking Fund Installments due in such Bond Year). "Bond Year" means the one-year period beginning on October 1 in each year and ending on September 30 in the following year. As of the date of delivery of the Bonds, the Reserve Account Requirement is \$\_\_\_\_\_.

Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds Similarly Secured due on such date, the Trustee shall transfer first from the Delinquency & Prepayment Reserve Account of the Reserve Fund, and second from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency. Whenever a transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

In the event of an extraordinary optional redemption of Bonds Similarly Secured pursuant to the Indenture, the Trustee, pursuant to written directions from the City, shall transfer from the Reserve Account of the Reserve Fund to the Redemption Fund the amount specified in such directions, which shall be an amount equal to the principal amount of Bonds Similarly Secured to be redeemed multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayment toward payment of accrued interest, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds Similarly Secured to the date fixed for redemption of the Bonds Similarly Secured to be redeemed as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall and/or any additional amounts necessary to permit the Bonds Similarly Secured to be redeemed in minimum principal amounts of \$1,000, from the Delinquency & Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds Similarly Secured.

Whenever, on any Interest Payment Date, or on any other date at the request of a City Representative, the value of cash and Value of Investment Securities on deposit in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of interest on the Bonds

Similarly Secured on the next Interest Payment Date in accordance with the Indenture, unless prior to the next Interest Payment Date, the Trustee receives a City Certificate instructing the Trustee to apply such excess: (i) to pay amounts due for Rebatable Arbitrage, (ii) to the Administrative Fund in an amount not more than the Annual Collection Costs for the Bonds Similarly Secured or (iii) to the Project Fund to pay Actual Costs of the Improvement Area #1 Improvements if such application and the expenditure of funds is expected to occur within three years of the date of the Indenture.

If, after a Reserve Account withdrawal, the amount on deposit in the Reserve Account is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account the amount of such deficiency, but only to the extent that such amount is not required for the timely payment of principal, interest, or Sinking Fund Installments.

If the amount held in the Reserve Fund together with the amount held in the Pledged Revenue Fund, the Bond Fund and Redemption Fund is sufficient to pay the principal amount and of all Outstanding Bonds Similarly Secured on the next date the Bonds Similarly Secured may be optionally redeemed by the City at a redemption price of par, together with the unpaid interest accrued on such Bonds Similarly Secured as of such date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Bonds Similarly Secured on such date..

### **Delinquency and Prepayment Reserve Account of the Reserve Fund**

Pursuant to the Indenture, a Delinquency and Prepayment Reserve Account has been created within the Reserve Fund and held by the Trustee for the benefit of the Bonds. Subject to the provisions set forth under “—Pledged Revenue Fund,” the Trustee will transfer from the Bond Pledged Revenue Account of the Pledged Revenue Fund to the Delinquency & Prepayment Reserve Account on March 1 of each year, commencing March 1, 2026, and on any other day set forth in a City Certificate, an amount equal to the Additional Interest until the Delinquency & Prepayment Reserve Requirement has been accumulated in the Delinquency & Prepayment Reserve Account. Once the Delinquency & Prepayment Reserve Requirement has accumulated in the Delinquency & Prepayment Reserve Account, any amounts in excess of the Delinquency & Prepayment Reserve Requirement shall be transferred by the Trustee to the Redemption Fund to redeem Bonds Similarly Secured as provided in the Indenture provided, however, that at any time the amount on deposit in the Delinquency & Prepayment Reserve Account is less than Delinquency & Prepayment Reserve Requirement, the Trustee shall resume depositing such Additional Interest into the Delinquency & Prepayment Reserve Account until the Delinquency & Prepayment Reserve Requirement has accumulated in the Delinquency & Prepayment Reserve Account. In determining the amounts to be transferred as described in this paragraph, the Trustee may conclusively rely on a City Certificate specifying the amounts to transfer.— See “APPENDIX A — Form of Indenture” and “APPENDIX B — Form of Service and Assessment Plan.” **"Delinquency & Prepayment Reserve Requirement" means an amount equal to 6% of the principal amount of the then Outstanding Bonds Similarly Secured, which amount will be funded from Improvement Area #1 Assessments and Annual Installments deposited to the Pledged Revenue Fund for subsequent transfer to the Delinquency & Prepayment Reserve Account of the Reserve Fund in accordance with the terms of this Indenture**

Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the amount in the Delinquency & Prepayment Reserve Account exceeds the Delinquency & Prepayment Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess, and the Trustee shall transfer such excess pursuant to the second paragraph set forth under “—Reserve Account of the Reserve Fund.”

Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds Similarly Secured due on such date, the Trustee shall transfer first from the Delinquency & Prepayment Reserve Account of the Reserve Fund, and second from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

At the final maturity of the Bonds Similarly Secured, the amount on deposit in the Reserve Account and the Delinquency & Prepayment Reserve Account shall be transferred to the Redemption Fund and applied to the payment of the principal of the Bonds Similarly Secured.



adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of Prepayment, with any remainder credited against the assessment on the remaining property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefited Property and the remaining 90 acres of Remaining Property shall be subject to the \$100 Assessment, (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by \$10, then the owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be \$90.

Notwithstanding the previous paragraphs in this subsection, if the owner of the Taken Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. Said owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall not, however, be reduced to an amount less than the outstanding Bonds.

**Priority of Lien**

The Assessments or any reassessment, the expense of collection, and reasonable attorney’s fees, if incurred, constitute a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for the State, county, school district or municipality ad valorem taxes, and are a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien is effective from the date of the Assessment Ordinance until the Assessment is paid and may be enforced by the City in the same manner as an ad valorem tax levied against real property may be enforced by the City. The owner of any property assessed may pay the entire Assessment levied against any lot or parcel, together with accrued interest to the date of payment, at any time.

**Foreclosure Proceedings**

In the event of delinquency in the payment of any Annual Installment, except for unpaid Assessments on homestead property (unless the lien associated with the Assessment attached prior to the date the property became a homestead), the City is empowered to order institution of an action in state district court to foreclose the lien of such delinquent Annual Installment. In such action the real property subject to the delinquent Annual Installments may be sold at judicial foreclosure sale for the amount of such delinquent Annual Installments, plus penalties and interest. It is noted that up to 12 homes are expected to close to end users prior to the levy of the Assessments, but it is unclear if such homeowners will have properly claimed homestead rights at such time. Each of such homeowners are expected to execute a notice of and consent to the Assessments at the closing of such homes (the “Homeowner Consents”). It is unclear what effect the Homeowner Consents, if any, would have on the

ability of the City to foreclose on the portion of the Assessments secured by such homes. See “BONDHOLDERS RISKS – Assessment Limitations.”

Any sale of property for nonpayment of an installment or installments of an Assessment will be subject to the lien established for remaining unpaid installments of the Assessment against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent installments of the Assessments against such property as they become due and payable. Judicial foreclosure proceedings are not mandatory. In the event a foreclosure is necessary, there could be a delay in payments to owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the City of the proceeds of the foreclosure sale. It is possible that no bid would be received at the foreclosure sale, and in such event there could be an additional delay in payment of the principal of and interest on Bonds or such payment may not be made in full. The City is not required under any circumstance to purchase the property or to pay the delinquent Assessment or Annual Installment on the corresponding Assessed Property.

In the Indenture the City will covenant to take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and to cause no reduction, abatement or exemption in the Assessments, provided that the City is not required to expend any funds for collection and enforcement of Assessments other than funds on deposit in the Administrative Fund. Pursuant to the Indenture, Foreclosure Proceeds constitute Pledged Revenues to be deposited into the Pledged Revenue Fund upon receipt by the City and distributed in accordance with the Indenture. See “APPENDIX A – Form of Indenture.”

The City will not be obligated to fund foreclosure proceedings out of any funds other than in the Administrative Fund. If Pledged Revenues are insufficient to pay foreclosure costs, the owners of the Bonds may be required to pay amounts necessary to continue foreclosure proceedings. See “APPENDIX A – Form of Indenture” and “APPENDIX B – Form of Service and Assessment Plan.”

## THE CITY

### Background

The City is a political subdivision and municipal corporation of the State, duly organized and existing under the laws of the State. The City was incorporated in 1837. Some of the services that the City provides are public safety (police and fire protection), highways and streets, electric, water and sanitary sewer utilities, health and social services, culture-recreation, public transportation, public improvements, planning and zoning, and general administrative services. The City covers approximately 7.2 square miles. The City’s 2020 Census population was 9,688. The City’s 2025 estimated population is 11,679. The City is located in the Austin-San Marcos MSA, approximately 33 miles southeast of the City of Austin and 24 miles southeast of Austin-Bergstrom International Airport.

### City Government

The City has a City Council comprised of the Mayor and five Councilmembers. The term of office is three years. The mayor and the council are elected at-large. Each year, two council places, which includes the mayoral and each councilmember position in its respective year, and shall be up for election. No member of the council may serve more than six consecutive years; however, any member of the council may leave office for a period not less than eleven months and then may run for office under the same conditions thereafter. The mayor is the chief presiding officer for the City.

### City Water and Wastewater System

The City’s water and wastewater department manages a water distribution service of over 10 square miles. The City provides water services through a network of approximately 68 miles of transmission and distribution lines. The City utilizes ground water for its public water supply and has developed its own production facilities. There are currently 7 wells which include 6 ground water wells located near the Colorado River which withdraw water from an



drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

**Soft Costs:** Softs costs includes costs related to designing, constructing, and installing the Improvement Area #1 Improvements including land planning and design, City permits and fees, engineering, soil testing, survey, construction management, legal, special assessment consulting, district formation expenses and contingency.

The following table reflects the total expected costs of the Improvement Area #1 Improvements, Bond Issuance Costs and First Year Annual Collection Costs.

<u>Type of Improvement</u>	<u>Costs*</u>
Streets	\$6,637,576
Water	2,817,287
Wastewater	2,079,838
Drainage	5,475,303
Soft Costs	<u>4,252,501</u>
Subtotal Improvement Area #1 Improvements	<u>\$21,262,504</u>
Bond Issuance Costs and First Year Annual Collection Costs	<u>\$2,330,419</u>
Total	<u><b>\$23,592,923</b></u>

The expected total cost of the Improvement Area #1 Improvements, Bond Issuance Costs and First Year Annual Collection Costs is approximately \$23,592,923\*. A portion of the costs of the Improvement Area #1 Improvements, in the expected amount of \$9,608,581\*, is expected to be paid or reimbursed from the proceeds of the Bonds. The balance of the costs has been paid or will be paid by the Developer with cash available to the Developer, and will not be reimbursed by the City.

**Ownership and Maintenance of the Improvement Area #1 Improvements**

The Improvement Area #1 Improvements will be dedicated to the City in accordance with City standards and specifications. The City will provide for the ongoing operation, maintenance and repair of the Improvement Area #1 Improvements constructed and conveyed, as outlined in the Service and Assessment Plan.

**THE DEVELOPMENT**

The following information has been provided by the Developer. Certain of the following information is beyond the direct knowledge of the City, the City’s Financial Advisor and the Underwriter, and none of the City, the City’s Financial Advisor, Bond Counsel nor the Underwriter have any way of guaranteeing the accuracy of such information. See “SOURCES OF INFORMATION – Source of Certain Information.”

**Overview**

The Development is an approximately 399.878 acre master planned residential project to be known as “Valverde.” The Development is located at the intersection of State Highway 71 and Farm to Market Road 969, with access to the Development directly from Farm to Market Road 969. Improvement Area #1 of the Development is located in the corporate limits of the City and the remaining property of the Development is located in the extraterritorial jurisdiction of the City. The Developer expects the remaining portion of the Development to be annexed into the City as the Development is developed. The Development is approximately 30 miles southeast of the City of Austin, Texas, approximately 19 miles south of the City of Elgin, Texas, and approximately 31 miles northwest of the City of Lockhart, Texas. The Development is approximately 22 miles southeast of Austin-Bergstrom International Airport, 22 miles east from Circuit of the Americas, and 22 miles southeast from the

\* Preliminary; subject to change.

Austin Tesla factory. The City, located in the southeastern region of the Austin-Round Rock-San Marcos, Texas Metropolitan Statistical Area (the “Austin MSA”), is poised for growth as the overall Austin MSA continues its growth trajectory.

The Development is expected to include a variety of open spaces, parkland, pedestrian trails and bike trails, and an amenity center for residents to enjoy. This combination will provide its residents a community environment in which to live. The Development is located within Bastrop ISD.

**Development Plan and Status of Development in Improvement Area #1 of the District**

The Development is expected to include approximately 1,399 single-family residential lots consisting of a mixture of 32’, 43’, 45’ and 50’ lots, as well as 250 townhome rental units at build out. Development in the District began with Improvement Area #1, which is expected to contain a total of 352 single-family residential lots and 250 townhomes, and is being developed in three phases, Phase 2, which contains 174 lots, Phase 3, which is expected to contain 178 lots, and Phase 13, which is expected to contain all 250 townhomes.

The Developer has constructed and will continue to construct the Improvement Area #1 Improvements. Construction of the portion of the Improvement Area #1 Improvements benefitting Phase 2 began in September 2022. Internal lot improvements for Phase 2 have been completed, and final completion of Phase 2, which is pending completion of a lift station, is expected to occur in January 2025. Construction of the portion of the Improvement Area #1 Improvements benefitting Phase 3 began in May 2024 and is expected to be completed in May 2025. Construction of the internal Improvement Area #1 Improvements benefitting Phase 13 is expected to begin in Q1 2025 and be completed in Q1 2026.

The total expected cost of the Improvement Area #1 Improvements is \$21,262,504\*. As of ~~December~~February 1, 2024~~5~~, the Developer has expended approximately \$14,300,000 on the Improvement Area #1 Improvements, which was financed with cash available to the Developer. See “THE DEVELOPER – History and Financing of the District.”

**Photographs of Development in Improvement Area #1 of the District**

A photograph of development within Improvement Area #1 of the District are included herein in Appendix G.

**Builders within Improvement Area #1 of the District**

The Developer does not plan on entering into any purchase contracts with any homebuilders within the District. The Developer is a wholly-owned subsidiary of D.R. Horton. D.R. Horton will construct the anticipated 352 single-family homes in Improvement Area #1 of the District. Home construction in Improvement Area #1 began in October 2024, and the first home ~~sale~~closing is expected to be in ~~February 2025~~March 2025. As of February 24, 2025, 28 homes are under construction in Improvement Area #1 of the District and 24 homes are under contract with an average contract price of \$263,000 for homes on 32’ lots and \$309,000 for homes on 45’/50’ lots. It is expected that approximately 13 of the homes under contract will close prior to the levy of assessments. See “ASSESSMENT PROCEDURES – Foreclosure Proceedings” and “BONDHOLDERS’ RISKS – Assessment Limitations.”

DHI will construct the anticipated 250 townhomes in Improvement Area #1 of the District. DHI is expected to begin vertical construction of the townhomes in Q2 2026 and complete such construction in Q2 2027. The townhomes are expected to be rental units with an average rental rate of approximately \$1,775/unit.

\* Preliminary; subject to change.

property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Annual Installments of Assessment payments in the future.

In order to pay debt service on the Bonds, it is necessary that Annual Installments are paid in a timely manner. Due to the lack of predictability in the collection of Annual Installments in the District, the City has established a Reserve Account in the Reserve Fund, to be funded from the proceeds of the Bonds, to cover delinquencies. The Annual Installments are secured by the Assessment Lien. However, there can be no assurance that foreclosure proceedings will occur in a timely manner so as to avoid depletion of the Reserve Account and delay in payments of debt service on the Bonds. See “BONDHOLDERS’ RISKS — Bondholders’ Remedies and Bankruptcy” herein.

Upon an ad valorem tax lien foreclosure event of a property within Improvement Area #1 of the District, any lien securing an Assessment that is delinquent will be foreclosed upon in the same manner as the ad valorem tax lien (assuming all necessary conditions and procedures for foreclosure are duly satisfied). To the extent that a foreclosure sale results in insufficient funds to pay in full both the delinquent ad valorem taxes and the delinquent Assessments, the liens securing such delinquent ad valorem taxes and delinquent Assessments would likely be extinguished. Any remaining unpaid balance of the delinquent Assessments would then be an unsecured personal liability of the original property owner.

Based upon the language of Texas Local Government Code, §372.017(b), case law relating to other types of assessment liens and opinions of the Texas Attorney General, the Assessment Lien as it relates to installment payments that are not yet due should remain in effect following an ad valorem tax lien foreclosure, with future installment payments not being accelerated. Texas Local Government Code §372.018(d) supports this position, stating that an Assessment Lien runs with the land and the portion of an assessment payment that has not yet come due is not eliminated by foreclosure of an ad valorem tax lien.

The Assessment Lien is superior to any homestead rights of a property owner that were properly claimed after the adoption of the Assessment Ordinance. However, an Assessment Lien may not be foreclosed upon if any homestead rights of a property owner were properly claimed prior to the adoption of the Assessment Ordinance (“Pre-existing Homestead Rights”) for as long as such rights are maintained on the property. It is unclear under State law whether or not Pre-existing Homestead Rights would prevent the Assessment Lien from attaching to such homestead property or instead cause the Assessment Lien to attach, but remain subject to, the Pre-existing Homestead Rights.

Under State law, in order to establish homestead rights, the claimant must show a combination of both overt acts of homestead usage and intention on the part of the owner to claim the land as a homestead. Mere ownership of the property alone is insufficient and the intent to use the property as a homestead must be a present one, not an intention to make the property a homestead at some indefinite time in the future. ~~As of the date of adoption of the Ordinance, no such~~ It is noted that up to 12 homes are expected to close to end users prior to the levy of the Assessments Ordinance, but it is unclear if such homeowners will have properly claimed homestead rights will have been claimed at such time. Each of such are expected to execute the Homeowner Consents at the closing of such homes. It is unclear what effect the Homeowner Consents, if any, would have on the ability of the City to foreclose on the portion of the Assessments secured by such homes. Furthermore, the Developer is not eligible to claim homestead rights and the Developer has represented that it will own ~~all~~ the remainder of the property within Improvement Area #1 of the District as of the date of the Assessment Ordinance. Consequently, there are and can be no homestead rights on the Assessed Property superior to the Assessment Lien and, therefore, the Assessment Lien may be foreclosed upon by the City.

Failure by owners of the parcels to pay Annual Installments when due, depletion of the Reserve Fund, delay in foreclosure proceedings, or inability of the City to sell parcels which have been subject to foreclosure proceedings for amounts sufficient to cover the delinquent installments of Assessments levied against such parcels may result in the inability of the City to make full or punctual payments of debt service on the Bonds.

THE ASSESSMENTS WILL CONSTITUTE A FIRST AND PRIOR LIEN AGAINST THE PROPERTY ASSESSED, SUPERIOR TO ALL OTHER LIENS AND CLAIMS EXCEPT LIENS AND CLAIMS FOR STATE,

Non-U.S. Holders, certifications as to foreign status and other matters may be required to be provided by partners and beneficiaries thereof.

### Future and Proposed Legislation

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the Federal or state level, may adversely affect the tax-exempt status of interest on the Bonds under Federal or state law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

## LEGAL MATTERS

### Legal Proceedings

Delivery of the Bonds will be accompanied by (i) the unqualified approving legal opinion of the Attorney General to the effect that the Bonds are valid and legally binding obligations of the City under the Constitution and laws of the State, payable from the Trust Estate and, (ii) based upon their examination of a transcript of certified proceedings relating to the issuance and sale of the Bonds, the legal opinion of Bond Counsel, to a like effect.

McCall, Parkhurst & Horton L.L.P., Austin, Texas, serves as Bond Counsel to the City. ~~Troutman Pepper Locke LLP (the successor merged firm to Locke Lord LLP and Troutman Pepper Hamilton Sanders LLP)~~ Greenberg Traurig, LLP, Dallas, Texas, serves as Underwriter's Counsel. The legal fees paid to Bond Counsel and Underwriter's Counsel are contingent upon the sale and delivery of the Bonds.

### Legal Opinions

The City will furnish the Underwriter a transcript of certain certified proceedings incident to the authorization and issuance of the Bonds. Such transcript will include a certified copy of the approving opinion of the Attorney General of Texas, as recorded in the Bond Register of the Comptroller of Public Accounts of the State, to the effect that the Bonds are valid and binding special obligations of the City. The City will also furnish the legal opinion of Bond Counsel, to the effect that, based upon an examination of such transcript, the Bonds are valid and binding special, limited obligations of the City under the Constitution and laws of the State. The legal opinion of Bond Counsel will further state that the Bonds, including principal thereof and interest thereon, are payable from and secured by a pledge of and lien on the Trust Estate. Bond Counsel will also provide a legal opinion to the effect that interest on the Bonds will be excludable from gross income for federal income tax purposes under Section 103(a) of the Code, subject to the matters described above under the caption "TAX MATTERS." A copy of the opinion of Bond Counsel is attached hereto as "APPENDIX C — Form of Opinion of Bond Counsel."

Except as noted below, Bond Counsel did not take part in the preparation of this Limited Offering Memorandum, and such firm has not assumed any responsibility with respect thereto or undertaken independently to verify any of the information contained therein, except that, in its capacity as Bond Counsel, such firm has reviewed the information describing the Bonds in this Limited Offering Memorandum under the captions or subcaptions "PLAN OF FINANCE — The Bonds" (except for the final paragraph thereof), "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS" (except for the final paragraph under the subcaption "General"), "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts"), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings" (except for the final paragraph thereof), "LEGAL MATTERS — Legal Opinions" (except for the final paragraph thereof), "CONTINUING DISCLOSURE – The City," "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS" and "APPENDIX A," and "APPENDIX C" excluding any material that may be treated as included under such captions or subcaptions by cross references or reference to other documents or sources, and such firm is of the opinion that the statements relating to the Bonds and legal matters contained under such captions and subcaptions accurately describes the laws and legal matters addressed therein and, with respect to the Bonds, insofar as such statements expressly summarize certain

**APPENDIX F**

**FINANCING AND REIMBURSEMENT AGREEMENT**

<b>Summary report:</b> <b>Litera Compare for Word 11.8.0.56 Document comparison done on</b> <b>3/14/2025 4:37:24 PM</b>	
<b>Style name:</b> GT-1 (Default)	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://dmsamericas.gtlaw.com/ACTIVE/707690169/7	
<b>Modified DMS:</b> iw://dmsamericas.gtlaw.com/ACTIVE/707690169/9	
<b>Changes:</b>	
<u>Add</u>	31
<del>Delete</del>	29
<del>Move From</del>	0
<u>Move To</u>	0
<u>Table Insert</u>	0
<del>Table Delete</del>	0
<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	60

**ORDINANCE NO. 2025-38**

**AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR, AND APPORTIONING THE COSTS OF, CERTAIN IMPROVEMENTS TO PROPERTY IN AND FOR THE VALVERDE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1; FIXING A CHARGE AND LIEN AGAINST ALL PROPERTIES WITHIN THE DISTRICT, AND THE OWNERS THEREOF; PROVIDING FOR THE MANNER AND METHOD OF COLLECTION OF SUCH ASSESSMENTS; MAKING A FINDING OF SPECIAL BENEFIT TO PROPERTY IN THE DISTRICT AND THE REAL AND TRUE OWNERS THEREOF; APPROVING A SERVICE AND ASSESSMENT PLAN; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Subchapter A of Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, a petition was submitted and filed with the City Secretary (the "*City Secretary*") of the City of Bastrop, Texas (the "*City*") pursuant to the Act, requesting the creation of a public improvement district located within the corporate limits of the City to be known as Valverde Public Improvement District (originally created as Viridian Public Improvement District, and formerly known as NEU Community Bastrop) (the "*District*") to provide public improvements within the District to include the design, acquisition, and construction of public improvement projects authorized by Section 372.003(b) of the Act that are necessary for development of the District, which public improvements will include, but not be limited to, streets, roadway construction, water, wastewater, and drainage facilities and improvements, and other improvement projects; and

WHEREAS, the petition contained the signatures of the record owners of taxable real property representing more than 50% of the appraised value of the real property liable for assessments within the District, as determined by the then current ad valorem tax rolls of the Williamson Central Appraisal District, and the signatures of record property owners who own taxable real property that constitutes more than 50% of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on December 8, 2020, after due notice, the City Council (the "*City Council*") of the City held the public hearing in the manner required by law on the advisability of the improvement projects described in the petition as required by Section 372.009 of the Act and on December 8, 2020 the City Council made the findings required by Section 372.009(b) of the Act and, by Resolution No. R-2021-28 (the "*Creation Resolution*"), adopted by a majority of the members of the City Council, authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects; and

WHEREAS, in accordance with Section 372.010 of the Act, notice of the resolution creating the District was published in the Bastrop Advertiser on April 22, 2021, and Resolution No. R-2021-28 was published in the Bastrop Advertiser on January 29, 2025; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after the date of publication of such notice; and

WHEREAS, the District is expected to be developed in phases beginning with an area designated as "Improvement Area #1" within the District ("Improvement Area #1"); and

WHEREAS, pursuant to the Act, the proposed assessment roll for Improvement Area #1 (the "*Assessment Roll*") and service and assessment plan were filed with the City Secretary; and

WHEREAS, the statutory notice of a public hearing was published in April and March, 2025, to consider the levy of the proposed assessments (the "*Assessments*") on real property within Improvement Area #1 was published in the *Bastrop Advertiser*, a newspaper of general circulation in the City and was mailed to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, after notice was provided as required by the Act, the City Council on February 25, 2025, held a public hearing to consider the levy of the proposed Assessments on property within the District, at which any and all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Actual Costs of the authorized improvements to be undertaken for the benefit of all property to be assessed within the District (the "*Authorized Improvements*"), the purposes of the Assessments, the special benefits of the Authorized Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council finds and determines that the Assessment Roll and the Valverde Public Improvement District Service and Assessment Plan, in a form substantially similar to the attached Exhibit A, which final form shall be approved by the City Manager (the "*Service and Assessment Plan*"), and which is incorporated herein for all purposes, should be approved and that the Assessments should be levied as provided in this Ordinance, the Service and Assessment Plan and the Assessment Roll; and

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the Actual Costs of the Authorized Improvements as described in the Service and Assessment Plan, the Assessment Roll, and the levy of the Assessments; and

WHEREAS, in connection with the levy of the Assessments, concurrently herewith, the owners (the "*Landowners*") of the privately-owned and taxable property located within the District will execute a landowner agreement, wherein the Landowners, among other things, approves and accepts this Ordinance and the Service and Assessment Plan, including the Assessment Roll, consents to and accepts the levy of the Assessments against their property located within the District and agrees to pay the Assessments; and



WHEREAS, the City Council closed the hearing on February 25, 2025, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the Act; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended.

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

Section 1. All matters stated in the preamble of this Ordinance are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

Section 2. The Service and Assessment Plan, attached hereto as Exhibit A has been presented to and reviewed by the City Council and the City Council hereby approves the Service and Assessment Plan and adopts the Service and Assessment Plan as the service plan and assessment plan for Improvement Area #1 within the District. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Service and Assessment Plan.

Section 3. The Authorized Improvements described in the preamble hereof include the improvements that will benefit and serve all of the property within Improvement Area #1 (the "IA#1 Improvements"). The IA#1 Improvements benefit and serve all of the property within Improvement Area #1 and are set forth in Section III of the Service and Assessment Plan.

Section 4. The City Council hereby finds and determines upon the evidence presented in reference to the property located within the Improvement Area #1 that: (i) the enhancement and value to accrue to Improvement Area #1 and the real and true owner or owners thereof by virtue of construction of the IA #1 Improvements will be equal to or in excess of the amount of the cost of the proposed IA #1 Improvements; (ii) that the apportionment of the costs of the IA #1 Improvements and the Assessments here and below made are just and equitable and produce substantial equality, considering the benefits received and the burdens imposed thereby, and result in imposing equal shares of the cost of the IA #1 Improvements on property similarly benefitted, and are in accordance with the laws of the State of Texas; (iii) the property assessed is specially benefitted by means of the said IA #1 Improvements in Improvement Area #1 in relation to the costs of such improvements; (iv) all procedures that have taken place heretofore with reference to the IA #1 Improvements and Assessments are in all respects regular, proper, and valid; and (v) all prerequisites to the fixing of the assessment liens against the properties within Improvement Area #1, and the personal liability of the real and true owner or owners thereof, whether correctly named herein or not, have been in all things regularly and duly performed in compliance with the Act and the proceedings of the City Council. The cost of said IA#1 Improvements is hereby assessed and levied as a special assessment against such properties and the real and true owner or owners thereof in the amounts as described in Exhibit F of the Service and Assessment Plan attached hereto.

Section 5. There shall be and is hereby levied and assessed against the property within Improvement Area #1, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money as listed in Exhibit H of the Service and Assessment Plan attached hereto and made a part hereof shown for each of the respective parcels of property, and the assessed against the same, and the owners thereof.

Section 6. The sums assessed against property located within Improvement Area #1 and the real and true owners or owner thereof, whether the owner or owners be named or correctly named, or the properties be correctly described therein or not, together with interest thereon at the rate per annum when required as set forth in the Service and Assessment Plan and with reasonable attorney's fees and all costs and expenses of collection, if incurred, are hereby declared to be and made a first and prior lien upon the respective parcels of property against which same are assessed from and after this date, and a personal liability and charge against the real and true owner or owners thereof, whether or not such owner or owners be correctly named herein, paramount and superior to all other liens, claims or titles except for lawful claims for state, county, school district, or municipality ad valorem taxes; and that the sum so assessed shall be payable to the City or its assigns in accordance with the Assessment Roll attached as Exhibit H to the Service and Assessment Plan.

Section 7. (a) The levy of the Assessments shall be effective on the date of adoption of this Ordinance levying assessments and strictly in accordance with the terms of the Service and Assessment Plan.

(b) The apportionment of the costs of the IA#1 Improvements to be assessed against the property within Improvement Area #1, shall be as set forth in the Service and Assessment Plan.

(c) Assessments and Annual Installments shall be collected, administered and may be reallocated, and the costs of improvements paid, as set forth in: (i) this Ordinance; (ii) the Service and Assessment Plan and (iii) any ordinance, resolution, bond indenture or agreement approved by the City Council.

(d) Each Assessment may be paid in a lump sum or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Assessment shall accrue and bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be due and payable and shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) Assessments and the interest thereon shall be deposited as and when received by the City into a separate fund to be used to pay the costs incurred for the IA#1 Improvements, including debt service on obligations issued to pay the costs of the IA#1 Improvements, and the establishment of each such fund is hereby approved.

(h) The Annual Installments shall be reduced to equal the actual costs of repaying the related series of bonds and actual Annual Collection Costs (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

Section 8. This Ordinance incorporates by reference all provisions and requirements of the Act.

Section 9. If any section, article, paragraph, sentence, clause, phrase, or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 10. This Ordinance shall take effect immediately from and after its passage and it is accordingly so ordained.

PASSED, APPROVED AND ADOPTED on the 25th day of March, 2025.

\_\_\_\_\_  
Mayor, City of Bastrop, Texas

ATTEST:

\_\_\_\_\_  
City Secretary, City of Bastrop, Texas

[SEAL]

Exhibit A

VALVERDE PUBLIC IMPROVEMENT DISTRICT  
SERVICE AND ASSESSMENT PLAN

(see attached)

**ORDINANCE NO. 2025-39**

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF BASTROP, TEXAS SPECIAL ASSESSEMENT REVENUE BONDS, SERIES 2025 (VALVERDE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 PROJECT); APPROVING AND AUTHORIZING AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, AN OFFERING MEMORANDUM, A CONTINUING DISCLOSURE AGREEMENT AND OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION THEREWITH; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Subchapter A of Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, a petition was submitted and filed with the City Secretary (the "*City Secretary*") of the City of Bastrop, Texas (the "*City*") pursuant to the Act, requesting the creation of a public improvement district located within the corporate limits of the City to be known as Valverde Public Improvement District (originally created as Viridian Public Improvement District, and formerly known as NEU Community Bastrop) (the "*District*") to provide public improvements within the District to include the design, acquisition, and construction of public improvement projects authorized by Section 372.003(b) of the Act that are necessary for development of the District, which public improvements will include, but not be limited to, streets, roadway construction, water, wastewater, and drainage facilities and improvements, and other improvement projects; and

WHEREAS, the petition contained the signatures of the record owners of taxable real property representing more than 50% of the appraised value of the real property liable for assessments within the District, as determined by the then current ad valorem tax rolls of the Williamson Central Appraisal District, and the signatures of record property owners who own taxable real property that constitutes more than 50% of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on December 8, 2020, after due notice, the City Council (the "*City Council*") of the City held the public hearing in the manner required by law on the advisability of the improvement projects described in the petition as required by Section 372.009 of the Act and on December 8, 2020 the City Council made the findings required by Section 372.009(b) of the Act and, by Resolution No. R-2021-28 (the "*Creation Resolution*"), adopted by a majority of the members of the City Council, authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects; and

WHEREAS, in accordance with Section 372.010 of the Act, notice of the resolution creating the District was published in the Bastrop Advertiser on April 22, 2021, and Resolution No. R-2021-28 was published in the Bastrop Advertiser on January 29, 2025; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after the date of publication of such notice; and

WHEREAS, the District is expected to be developed in phases beginning with an area designated as "Improvement Area #1" within the District ("Improvement Area #1"); and

WHEREAS, pursuant to the Act, the proposed assessment roll for Improvement Area #1 (the "*Assessment Roll*") and service and assessment plan were filed with the City Secretary; and

WHEREAS, the statutory notice of a public hearing was published in April and March, 2025, to consider the levy of the proposed assessments (the "*Assessments*") on real property within Improvement Area #1 was published in the *Bastrop Advertiser*, a newspaper of general circulation in the City and was mailed to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, after notice was provided as required by the Act, the City Council on February 25, 2025, held a public hearing to consider the levy of the proposed Assessments on property within the District, at which any and all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Actual Costs of the authorized improvements to be undertaken for the benefit of all property to be assessed within the District (the "*Authorized Improvements*"), the purposes of the Assessments, the special benefits of the Authorized Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council finds and determines that the Assessment Roll and the Valverde Public Improvement District Service and Assessment Plan, in a form substantially similar to the attached Exhibit A, which final form shall be approved by the City Manager (the "*Service and Assessment Plan*"), and which is incorporated herein for all purposes, should be approved and that the Assessments should be levied as provided in this Ordinance, the Service and Assessment Plan and the Assessment Roll; and

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the Actual Costs of the Authorized Improvements as described in the Service and Assessment Plan, the Assessment Roll, and the levy of the Assessments; and

WHEREAS, in connection with the levy of the Assessments, concurrently herewith, the owners (the "*Landowners*") of the privately-owned and taxable property located within the District will execute a landowner agreement, wherein the Landowners, among other things, approves and accepts this Ordinance and the Service and Assessment Plan, including the Assessment Roll, consents to and accepts the levy of the Assessments against their property located within the District and agrees to pay the Assessments; and

WHEREAS, the City Council closed the hearing on February 25, 2025, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the Act; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended.

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

Section 1. All matters stated in the preamble of this Ordinance are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

Section 2. The Service and Assessment Plan, attached hereto as Exhibit A has been presented to and reviewed by the City Council and the City Council hereby approves the Service and Assessment Plan and adopts the Service and Assessment Plan as the service plan and assessment plan for Improvement Area #1 within the District. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Service and Assessment Plan.

Section 3. The Authorized Improvements described in the preamble hereof include the improvements that will benefit and serve all of the property within Improvement Area #1 (the "IA#1 Improvements"). The IA#1 Improvements benefit and serve all of the property within Improvement Area #1 and are set forth in Section III of the Service and Assessment Plan.

Section 4. The City Council hereby finds and determines upon the evidence presented in reference to the property located within the Improvement Area #1 that: (i) the enhancement and value to accrue to Improvement Area #1 and the real and true owner or owners thereof by virtue of construction of the IA #1 Improvements will be equal to or in excess of the amount of the cost of the proposed IA #1 Improvements; (ii) that the apportionment of the costs of the IA #1 Improvements and the Assessments here and below made are just and equitable and produce substantial equality, considering the benefits received and the burdens imposed thereby, and result in imposing equal shares of the cost of the IA #1 Improvements on property similarly benefitted, and are in accordance with the laws of the State of Texas; (iii) the property assessed is specially benefitted by means of the said IA #1 Improvements in Improvement Area #1 in relation to the costs of such improvements; (iv) all procedures that have taken place heretofore with reference to the IA #1 Improvements and Assessments are in all respects regular, proper, and valid; and (v) all prerequisites to the fixing of the assessment liens against the properties within Improvement Area #1, and the personal liability of the real and true owner or owners thereof, whether correctly named herein or not, have been in all things regularly and duly performed in compliance with the Act and the proceedings of the City Council. The cost of said IA#1 Improvements is hereby assessed and levied as a special assessment against such properties and the real and true owner or owners thereof in the amounts as described in Exhibit F of the Service and Assessment Plan attached hereto.



Section 5. There shall be and is hereby levied and assessed against the property within Improvement Area #1, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money as listed in Exhibit H of the Service and Assessment Plan attached hereto and made a part hereof shown for each of the respective parcels of property, and the assessed against the same, and the owners thereof.

Section 6. The sums assessed against property located within Improvement Area #1 and the real and true owners or owner thereof, whether the owner or owners be named or correctly named, or the properties be correctly described therein or not, together with interest thereon at the rate per annum when required as set forth in the Service and Assessment Plan and with reasonable attorney's fees and all costs and expenses of collection, if incurred, are hereby declared to be and made a first and prior lien upon the respective parcels of property against which same are assessed from and after this date, and a personal liability and charge against the real and true owner or owners thereof, whether or not such owner or owners be correctly named herein, paramount and superior to all other liens, claims or titles except for lawful claims for state, county, school district, or municipality ad valorem taxes; and that the sum so assessed shall be payable to the City or its assigns in accordance with the Assessment Roll attached as Exhibit H to the Service and Assessment Plan.

Section 7. (a) The levy of the Assessments shall be effective on the date of adoption of this Ordinance levying assessments and strictly in accordance with the terms of the Service and Assessment Plan.

(b) The apportionment of the costs of the IA#1 Improvements to be assessed against the property within Improvement Area #1, shall be as set forth in the Service and Assessment Plan.

(c) Assessments and Annual Installments shall be collected, administered and may be reallocated, and the costs of improvements paid, as set forth in: (i) this Ordinance; (ii) the Service and Assessment Plan and (iii) any ordinance, resolution, bond indenture or agreement approved by the City Council.

(d) Each Assessment may be paid in a lump sum or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Assessment shall accrue and bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be due and payable and shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) Assessments and the interest thereon shall be deposited as and when received by the City into a separate fund to be used to pay the costs incurred for the IA#1 Improvements, including debt service on obligations issued to pay the costs of the IA#1 Improvements, and the establishment of each such fund is hereby approved.

(h) The Annual Installments shall be reduced to equal the actual costs of repaying the related series of bonds and actual Annual Collection Costs (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

Section 8. This Ordinance incorporates by reference all provisions and requirements of the Act.

Section 9. If any section, article, paragraph, sentence, clause, phrase, or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 10. This Ordinance shall take effect immediately from and after its passage and it is accordingly so ordained.

PASSED, APPROVED AND ADOPTED on the 25th day of March, 2025.

\_\_\_\_\_  
Mayor, City of Bastrop, Texas

ATTEST:

\_\_\_\_\_  
City Secretary, City of Bastrop, Texas

[SEAL]

Exhibit A

VALVERDE PUBLIC IMPROVEMENT DISTRICT  
SERVICE AND ASSESSMENT PLAN

(see attached)

**FIRST AMENDMENT TO THE  
VALVERDE PUBLIC IMPROVEMENT DISTRICT REIMBURSEMENT AGREEMENT**

This First Amendment to the Valverde Public Improvement District Reimbursement Agreement (this “**First Amendment**”) is made and entered into by and between the **City of Bastrop**, a Texas home-rule municipal corporation (the “**City**”), and **Continental Homes of Texas, L.P.**, a Texas limited partnership (“**Owner**”). The City and the Owner are sometimes referred to herein collectively as the “**Parties**” or individually as a “**Party**.” The Parties hereby contract, covenant and agree as follows.

**RECITALS**

**WHEREAS**, the City and Owner entered into that certain Valverde Public Improvement District Reimbursement Agreement (the “**Agreement**”) on or about May 23, 2023, regarding the financing of certain Authorized Improvements within the District and the Agreement was adopted by City Council Resolution No. R-2023-80; and

**WHEREAS**, the defined terms as used in the Agreement shall also apply to this First Amendment; and

**WHEREAS**, the City and Owner desire to modify the Agreement to (i) account for delays in the issuance of the first series of PID Bonds for the District, (ii) reflect that there will no longer be a Major Improvement Area nor Major Improvement Area Improvements, and (iii) account for updates in the amounts of the Improvement Area Reimbursement Obligations to account for the current estimated par amount of PID Bond; and

**WHEREAS**, Section 24(c) of the Agreement allows for an amendment to the Agreement provided that the written amendment is executed by the Parties.

**NOW, THEREFORE**, in exchange for the mutual promises and consideration herein expressed, other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, and subject to the terms and conditions of this First Amendment, the Parties agree to modify the Agreement as follows:

**A. Reimbursement Obligations.** The first sentence of Section 4 of the Agreement is hereby deleted and replaced with the following:

“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 \$12,303,000 for the Actual Costs of the Improvement Area #1 Improvements (the “**Improvement Area #1 Reimbursement Obligation**”), in accordance with the terms of this Reimbursement Agreement, and subject to any further limitations in the PID Financing Agreement, until September 1, 2055 (the “**Maturity Date**”).”

**B. Deletion of Major Improvement Area.** The District no longer includes a Major Improvement Area, therefore the concepts of “Major Improvement Area”, Major Improvement Area Improvements”, “Major Improvement Area Assessments” and “Major Improvement Area Reimbursement Obligation are hereby removed from the Agreement.

**C. General Provisions.**

- 1. Interpretation of this First Amendment.** This First Amendment supersedes all prior agreements and understandings (oral and written) between the Parties with respect to the subject matter hereof to the extent in conflict therewith. The provisions of this First Amendment, including, without limitation, all exhibits attached to this First Amendment, are hereby incorporated into and made a part of the Agreement. As modified in this First Amendment, the terms and conditions of the Agreement shall continue in full force and effect.
- 2. Counterparts.** This First Amendment may be executed simultaneously in one or more counterparts (including, without limitation, counterparts transmitted by facsimile or other electronic means (*e.g.*, PDF via email)), each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.
- 3. Severability.** The provisions of this First Amendment and the Agreement, as amended, are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement, or the application thereof to any person or circumstance, shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this First Amendment and the Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this First Amendment and the Agreement to other persons or circumstances shall be not be affected thereby.
- 4. Effective Date.** The Effective Date of this First Amendment is the date upon which it is finally executed by the Parties.

*[Signature pages follow]*

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

**CITY:**

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

by: \_\_\_\_\_  
Sylvia Carrillo-Trevino, City Manager

**THE STATE OF TEXAS**

§  
§  
§

**COUNTY OF BASTROP**

This instrument was acknowledged before me on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by *Sylvia Carrillo-Trevino*, City Manager of the City of Bastrop, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

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

**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: \_\_\_\_\_

**THE STATE OF** \_\_\_\_\_

§  
§  
§

**COUNTY OF** \_\_\_\_\_

This instrument was acknowledged before me on this, the \_\_\_\_ day of \_\_\_\_\_ 2025,  
by \_\_\_\_\_, \_\_\_\_\_ of CHTEX of Texas, Inc., a Delaware corporation, general  
partner to Continental Homes of Texas, L.P., on behalf of said entities for the purposes set forth  
herein.

(SEAL)

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



## 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 EXECUTION OF 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 a Reimbursement Agreement between the City of Bastrop a Home Rule City and Continental Homes of Texas, L.P. a Texas limited liability company be executed 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.

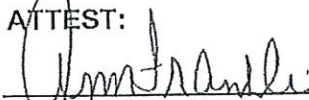
**Section 3:** That this Resolution shall take effect immediately upon its passage.

**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 Viridian 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 May 23 2022. <sup>3</sup><sub>VP</sub>

**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]*



DEVELOPER:

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

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

By: [Signature]  
Name: John A. Sparrow  
Title: Assistant Secretary

STATE OF TEXAS                   §  
   §  
COUNTY OF Williamson       §

This instrument was acknowledged before me on the 23 day of MAY, 2023 by John A. Sparrow, Assistant Secretary 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.



Rachel Baring  
Notary Public, State of Texas

Rachel Baring  
Name printed or typed  
Commission Expires: 6-30-25



**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.

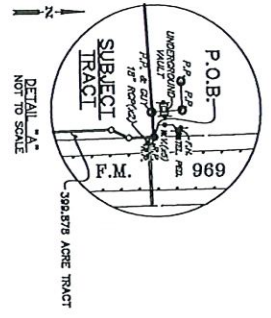
TEC – is defined in Section 24.

Transfer – is defined in Section 16.

Transferee – is defined in Section 16.

10-acre Tract – is defined in the recitals.

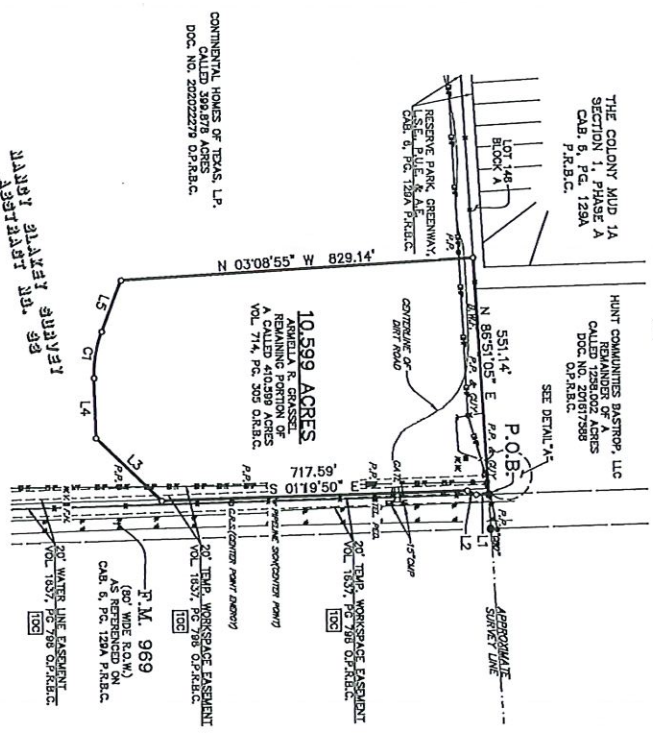
**Exhibit "B"**  
**10 acre Tract**



NUMBER	BEARING	DISTANCE
L1	S 01°19'49" E	30.02'
L2	S 24°51'32" W	22.85'
L3	S 42°41'19" W	22.04'
L4	S 08°43'07" W	140.03'
L5	N 88°24'20" W	127.74'

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	109.81'	271.88'	23°09'30"	N 79°50'37" W	109.07'

- GENERAL NOTES**
- BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83.
  - MONUMENTATION AS SHOWN.
  - THIS SURVEY WAS MADE IN COMPLIANCE WITH CERTAIN REQUIREMENTS FOR TITLE DATED EFFECTIVE FEBRUARY 23, 2021 AND ISSUED ON MARCH 4, 2021.
  - THE PROPERTY LIES IN ZONE 7' & AREAS RETAINED TO BE OUTSIDE THE 0.2% FLOOD HAZARD ZONE AS Delineated ON THE FLOOD INSURANCE RATE MAP FOR BASTROP COUNTY, TEXAS AND INCORPORATED AREAS MAP NUMBER 4802200388, REVISION JANUARY 18, 2008. ALL FLOODPLAIN BOUNDARIES SHOWN HEREON SURVEY, APPROXIMATE AND ARE NOT DEPICTED AS A RESULT OF AN ON THE GROUND SURVEY.
  - FENCES GENERALLY FOLLOW PROPERTY LINES EXCEPT AS NOTED HEREON.
  - CONTINUED OF DIRT ROAD IS A GRAPHIC REPRESENTATION FROM AERIAL PHOTOGRAPHY.
  - A METERS AND BOUNDS OF EREN DATE WAS PREPARED IN CONJUNCTION WITH THIS SURVEY.



- SCHEDULE B NOTES:**
- A WATER LINE EASMENT GRANTED TO AUSA WATER SUPPLY CORPORATION BY DEED NO. 200600007878, VOL. 714, PG. 302 O.R.A.C. DOES AFFECT THE SUBJECT TRACT. EXISTING WATER LINE IS LOCATED ALONG THE EASMENT AS MARKED ON THE GROUND BY METERS UTILITY AND SHOWN HEREON.
  - AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASMENT GRANTED TO BLUEMOUNT ELECTRIC COOPERATIVE, INC. BY INSTRUMENT NO. 200600007878, VOL. 714, PG. 302 O.R.A.C. DOES AFFECT THE SUBJECT TRACT BUT CANNOT BE LOCATED FROM INFORMATION CURRENTLY AVAILABLE.

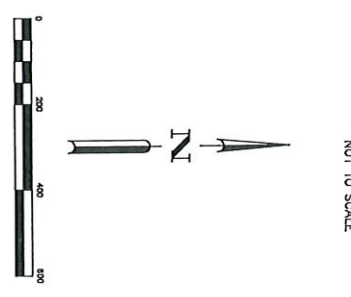
TO SS BASTROP LLC, CLASSIC BANK WA, AND STEWART TITLE GUARANTY COMPANY:

THIS SURVEY SUBSTANTIALLY COMPLETES WITH THE CURRENT TEXAS SURVEYING ACT AND PROFESSIONAL CONDITION SURVEY. THE FIELD WORK WAS COMPLETED ON NOVEMBER 08, 2020.

DATE OF PLAT OR MAP: MARCH 23, 2021

*Don P. Albertson*

DON P. ALBERTSON, P.E.L.S. NO. 4983  
 7350 SAN PEDRO AVE., SUITE 202  
 SAN ANTONIO, TEXAS 78218  
 TELEPHONE (210) 381-2222  
 TBPELS LICENSED SURVEYING FIRM NO. 10194480



**BCE**  
 BCE Inc.  
 7350 San Pedro Ave., Suite 202, San Antonio, TX 78216  
 Tel: 210-581-9600 • www.bceinc.com  
 TBPELS Licensed Surveying Firm No. 10194480

**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.C.	ISSUE DATE
TECHNICIAN	D.P.A.	03/23/2021
SCALE		AS SHOWN
FIELD BOOK NUMBER	8593-00	
DATE OF SURVEY	11/08/2020	
DATE OF PLAT	03/23/2021	

SHEET 1 OF 1

EXHIBIT \_\_\_\_\_

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

DESCRIPTION OF A 10.599 ACRE TRACT OF LAND

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

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

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

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

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



6) N 68°24'20" W, a distance of 127.74 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the southwesterly corner of the herein described tract;

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

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

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

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

*Dion P. Albertson*

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



3/26/2021

Date

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

**Exhibit "C"**  
**Authorized Improvements**



## 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 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 E – IMPROVEMENT AREA #1

EXHIBIT \_\_\_\_\_

DR Horton  
92.596 Acres  
Job No. 8732-00METES 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;



- 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.

*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



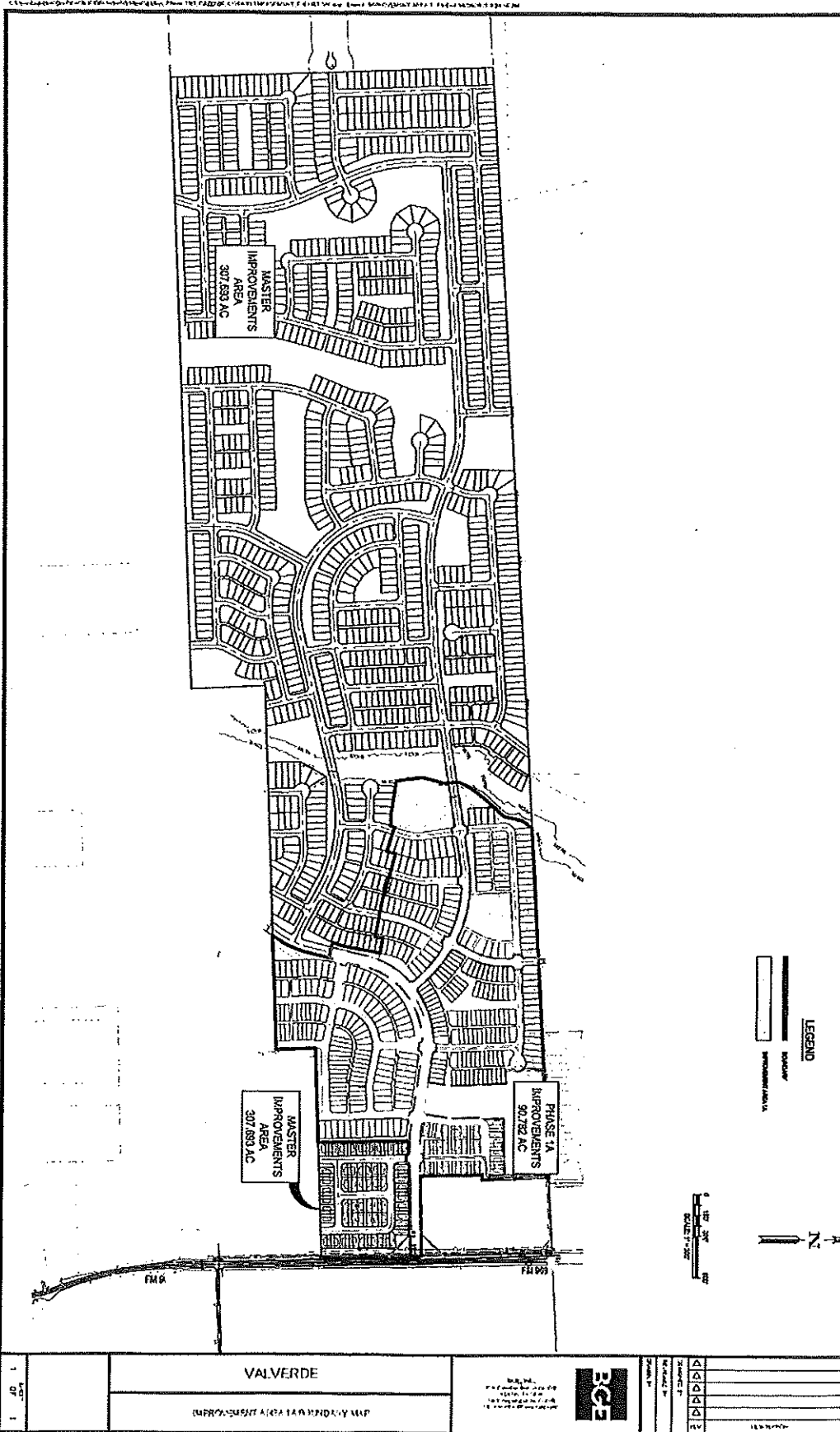
11/18/2021  
Date

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

**Exhibit "F"**  
**Improvement Area Boundaries**









# STAFF REPORT

**MEETING DATE:** April 8, 2025

**TITLE:**

Consider and act on Ordinance No. 2025 - 42 to engage Trane Technologies, under the Omnia Partners Cooperative Purchase Agreement, by means of a Project Development Agreement (PDA), to begin a design/build construction approach for the City of Bastrop for the design and construction of a new, high-efficiency wastewater treatment facility to meet the city's requirements for continued growth and other as needed projects related to water and wastewater.

**AGENDA ITEM SUBMITTED BY:**

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

**BACKGROUND/HISTORY:**

The City's projected wastewater needs are growing exponentially. An expansion to the newly opened 2 MGD plant is already needed with expected needs in the next 18-24 months.

The newly opened plant will already need retrofitting to meet the Texas Commission on Environmental Quality (TCEQ) phosphorus level readings and discharge into the Colorado River.

A new type of plant is being proposed that would (1) reuse the effluent created at the plant (2) create a new revenue source for that effluent and solids created by the plant (3) have a much quicker build time as many of the parts are prebuilt offsite (4) have a much smaller footprint; and (5) have a lower overall maintenance cost than the existing plant.

This contract with OMNIA is a purchasing cooperative that would allow us to go straight to the manufacturer and go directly to design and build, cutting off years to the overall install time.

**FISCAL IMPACT:**

Unknown at this time

**RECOMMENDATION:**

Approve the Cooperative Purchase Agreement

**ATTACHMENTS:**

1. Ordinance
2. Draft Cooperative Agreement

**ORDINANCE NO. 2025-42**

**A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING AN AGREEMENT WITH TRANE TECHNOLOGIES UNDER THE OMNIA PARTNERS COOPERATIVE PURCHASE AGEEMENT TO BEGIN A DESIGN/BUILD APPROACH TO THE DESIGN AND CONSTRUCTION OF A WASTEWATER TREATEMENT FACILITY; PROVIDING SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** pursuant to Texas Local Government Code Section 51.001, the City of Bastrop (“City”) has general authority to adopt an ordinance, resolution, or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

**WHEREAS,** the City of Bastrop City Council recognizes it is in the best interest of the City to enter into a cooperative agreement under OMNIA for the necessary timelines to design and build a 4 million gallon a day wastewater treatment plan; and

**WHEREAS,** the City, upon comparing the timeline and costs of traditional methods of technology and construction believes this agreement is in the best interest of the residents and ratepayers;

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

**Section 1.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

**Section 2. Execution:** The City Council approves and authorizes the execution of a Cooperative Purchase Agreement as shown in Exhibit A, consistent with the applicable provisions of state law, City Charter, the City’s Code of Ordinances, and the City’s adopted purchasing and procurement policies.

**Section 4. Repealer:** To the extent reasonably possible, resolutions are to be read together in harmony. However, all resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this

Ordinance shall be and remain controlling as to the matters regulated.

**Section 5. Severability:** Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

**Section 6. Effective Date:** This Ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City’s Charter, its Code of Ordinances, and the laws of the State of Texas.

**Section 7. Proper Notice & Meeting:** It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, TX, on this, the 8th day of April 2025.**

**THE CITY OF BASTROP, TEXAS:**

\_\_\_\_\_  
John Kirkland, Mayor Pro-Tem

**ATTEST:**

\_\_\_\_\_  
Victoria Psencik, Assistant City Secretary



**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney  
Denton Navarro Rocha Bernal & Zech, P.C.

# Energy Solutions Region 4 ESC - TX Contract Number: R221505 Waste Water Treatment Improvements -Project Development Agreement-

Between *The City of Bastrop* and Trane

This Project Development Agreement (PDA) provides The City of Bastrop, TX ("**Client**") with technical resources from **Trane U.S. Inc. ("Trane")**, through its **Texas Commercial Sales Office ("Trane Texas")**, for the development of a proposal at the Customer ISD facilities in Customer, Texas.

## Goal Summary

This signed project development agreement by The City of Bastrop authorizes Trane Texas to proceed with the detailed program development tasks necessary to verify the project costs and scope of work discussed during recent feasibility analysis discussions.

## Development Scope

Trane to conduct a two-phase detailed study and project development effort as required to identify, document, and provide a price proposal as it relates to the below scope of work items:

1. Prepare a concept development package for a 4 MGD MBR Wastewater Treatment Facility (the WWTF) for the City of Bastrop. The Project is located off Highway 304, approximately 1.4 miles south of the intersection of Highways 21 and 304 in Bastrop, Texas.
2. Trane shall utilize record documents of the existing plant, Google Earth, Google Maps, field recordings and other tools at its disposal to assist in its concept development. At a minimum, the conceptual development package for the MBR system shall include the following components/services/items in its consideration:
  - A. Improvements to the existing Lift Station;
  - B. A new Influent Screening System;
  - C. An Influent Transfer basin;
  - D. A new Sludge Management System;
  - E. A new Power Distribution System, including, but not limited to;
    - Primary power service upgrades;
    - A Backup Generator and Automatic Transfer Switch;

- Step-Down Transformer(s);
  - 480V Electrical Panel(s); and,
  - 120V Electrical Panel(s).
- F. A “modular” MBR Wastewater Treatment Plant, utilizing concrete tanks and capable of processing 2 MGD, with a peak factor of 4Q;
- G. All Site Work and Appurtenances, including but not limited to:
- Concrete Flatwork; Fencing;
  - c. Grading / Excavation / Compaction / Backfilling / Erosion Control;
  - d. Roadbase / Driveways / Turnarounds;
  - e. General Site Work / Retaining Walls / Underground Drains;
  - f. Underground Utilities;
  - g. Discharge Line;
  - h. Incoming Power;
  - i. Covers / Buildings;
  - j. Area and/or Site Lighting;
  - k. Onsite Labor Costs; and, Equipment Rentals.

Trane will work with The City of Bastrop to understand their priority preferences so we can develop a proposal that will meet their immediate needs and be as close to the proposed city budget as identified in prior Master Plan Studies and Impact Fee Rate Analysis. Per our preliminary budget evaluations, we anticipate that this budget would be sufficient to support the identified scope of work.

Client agrees to provide timely and complete access to the following:

- Access to procurement and legal personnel to finalize procurement related details and contract documents when appropriate
- Access to the buildings and to facility personnel, management personnel, and key decision makers, to enable Trane to better understand the facility operations and organizational goals that will help Trane optimize the effectiveness of the proposed project
- A time and Location for a meeting for presentation of Trane’s results of the Development Phase and review of the Final Proposal; all parties that will be involved in the decision-making & execution process

Trane will deliver the resultant Final Proposal within **240-X days** of the mutual execution of this Development Agreement.

## Procurement



Omnia Cooperative Purchasing Agreement, HVAC Products, Installation, Labor Based Solutions, and Related Products and Services, Racine County, WI, Contract Number: 3341 will be used for the procurement of these services. As part of the detailed project development effort Trane Texas will fully evaluate the project costs and document the scope of work items as outlined in this document. Upon conclusion of the project development effort, Trane Texas will provide the Client with an installation agreement containing firm construction costs to implement the project. A complete set of construction bid documents are not necessary for Trane Texas to adequately describe the scope of work and obtain firm pricing from installation subcontractors, thus the creation of a complete set of said documents, if required for permitting, will be deferred to the implementation phase of the project. In addition, prior to execution of the installation agreement; should the proposed scope of work require an engineer of record in accordance with state and local requirements, Trane will provide all relevant information associated with this project development agreement to said engineer of record to facilitate their seamless integration into the project.

**Financial Commitment**

Client and Trane will enter into an implementation Contract within forty-five (45) days of delivery of the Final Proposal. Since it is the intent of both parties to finalize an implementation Contract, negotiations shall take place in an expeditious and forthright manner. Any associated development costs incurred during this phase shall be carried forward and recovered in the final negotiated contract costs. However, in the event the Client does not enter into a Contract within the aforementioned period, Client agrees to pay Trane the amount of **XXXX-#XXX,XXX[US]**. All amounts payable hereunder shall be paid within 30 days from the date of invoice.

The signatories hereto represent that they have been duly authorized to enter into to this PDA on behalf of the Party for whom they sign.

**CUSTOMER**

**Trane U.S. Inc.**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## ATTACHMENT A

### Step 1: Project Basis of Design Definition / Budget Phase

Trane will conduct on-site visits with technical personnel to initially assess the viability of a future turnkey construction project. The information described below represents the typical steps Trane will take to fully develop the project.

#### A. Initial Technical Activity to include:

- 1) Review existing plant operations and HVAC related information provided by the Client.
- 2) Identify and document existing infrastructure associated with the potential project.
- 3) Identify and document existing electrical service entrance and assess any expansion challenges.
- 4) Assess existing control system capabilities.
- 5) Review relevant expansion information as it relates to heating and cooling requirements
- 6) Site-related investigation efforts as required to develop a scope of work
- 7) Solar PV Implications
- 8) Assessment of additional city assets as deemed necessary by the city manager and leadership (street lighting, Power generation, building efficiency, infrastructure, etc.)

#### B. Feasibility Assessment to include:

- 1) Prepare a high-level synopsis of the project to include the necessary additions or modifications to the existing WWT systems, electrical infrastructure, and other site-related changes.
- 2) Identify in the report the anticipated resources required to conduct the detailed project development activities described in step 2 below.
- 3) Include an initial assessment of the project financial risk points as it relates to design and constructability concerns, along with any local permitting challenges.
- 4) Included in the aforementioned scope of work document will be a refined project Rough Order of Magnitude (ROM) implementation budget and an appropriate financial analysis. *(Note: The level of documents provided at this stage is intended to assist Client in developing a better understanding of the financial elements of the project, such that go-no-go decisions can be provided to Trane regarding the final project scope to move forward with detailed project development pricing – this pricing phase is not intended to be at a level required for a turnkey firm pricing proposal).*

### STEP 2: Detailed Project Development (Final Pricing Phase)

Upon mutual understanding and alignment of the scope of work by both parties, Trane will proceed with the Detailed Project Development Pricing Phase. At a minimum, the following activities will be included in the Detailed Project Development Pricing Phase:

#### A. Creating Installation Pricing Documentation

- 1) Identify and list the modifications to the facility for the identified project.
- 2) Develop system level flow diagrams (as needed) to show interconnection of existing systems to new systems, and to further establish any control system requirements.
- 3) Create schematic drawings (as needed) to develop firm pricing.
- 4) Scope of work-related narratives to be incorporated into the implementation agreement.

#### B. Develop Final Pricing

- 1) Identify installation contractor(s) meeting Trane's subcontractor qualification requirements for portions of the identified scope of work
- 2) Coordinate on-site visits with the subcontractors. Analyze and refine all bid pricing for reasonableness.
- 3) Coordinate meetings to review the scope of work intent outlined in the scope of work documents and interview the preferred contractors as it relates to pricing and scope clarifications.
- 4) Develop a Final Proposal and an implementation agreement for presentation to the Client for approval.

DRAFT

# OMNIA Partners & Trane

## Frequently Asked Questions

### WHO IS OMNIA PARTNERS, PUBLIC SECTOR?

- Team of tenured certified public procurement professionals, supply chain and cooperative purchasing experts committed to bringing value to organizations nationwide.
- The largest cooperative contract portfolio, allowing public organizations aggregated buying power regardless of their entity's size.

### WHAT IS TRANE'S CONTRACT WITH OMNIA PARTNERS?

- Trane's Contract is through Racine County, WI
- This Racine County Contract is available through OMNIA Partners and offers all of Trane's services and solutions.

### WHAT DOES THE COOPERATIVE CONTRACT DO FOR MY PROSPECTS?

- Public agencies do not have to issue a Request for Proposal (RFP) for your products and services
- The work has already been done by the lead agency & OMNIA Partners therefore prospects can "piggyback" on Trane's contract
- National aggregate prices result in cost savings for participating organizations
- Customized solution to meet individual organizations needs and requirements for high-quality solutions at best overall value
- No costs or fees to participate, fully transparent documentation

### WHAT DOES THIS CONTRACT MEAN TO ME AS A TRANE SELLER?

- You now have a national contract that was competitively solicited and publicly awarded by a Lead Agency
- You do not have to respond to multiple RFPs/solicitations -- saving you time and resources
- You've already won the award based on offering overall BEST VALUE, which you can now promote to customers
- OMNIA Partners offers resources to assist you in growing your business and promoting your agreement nationally
- No costs or fees to participate, fully transparent documentation

### CAN PUBLIC AGENCIES USE THE PROGRAM WITHOUT GOING OUT FOR SOLICITATION?

- Yes, all contracts available through OMNIA Partners are awarded by a Lead Agency, using a competitive solicitation process compliant with procurement laws and regulations.

### HOW WAS THE CONTRACT AWARDED AND CAN I USE IT WITHOUT GOING THROUGH A SOLICITATION PROCESS?

- The Lead Agency competitively solicited and publicly awarded the contract via a thorough RFP process. Because Trane won the award, you can sell on this contract without having to respond to multiple RFPs.

### HOW CAN I GET COPIES OF THE SOLICITATION/AWARD DOCUMENTATION?

- All documentation is available at any time on the Trane microsite of the OMNIA Partners website.

### HOW DO I KNOW IF MY CUSTOMER IS ELIGIBLE?

- Agencies eligible to participate are:
  - States, cities, counties, municipalities, public and private K-12 and higher educational institutions, nonprofits and special districts
- You can verify if an agency is an OMNIA Partners member via OMNIA Partners Connect



# STAFF REPORT

**MEETING DATE:** April 8, 2025

**TITLE:**

Consider and act on Resolution No. R-2025-69, approving a Development Agreement between the City of Bastrop a Home Rule City and WB Bastrop Land, LLC, A Texas limited liability company, W Land Development Management, a Texas limited liability company; for 289.4 +/- acres of land located within the Mozea Rousseau Survey, Abstract No. 56 in Bastrop County, Texas; west of State Highway 304 and North of Lower Red Rock Road, with a portion of the property being located within the 1-mile Extraterritorial Jurisdiction (ETJ) of the City of Bastrop, and the remainder of the property being located within the Voluntary ETJ of the City of Bastrop, as attached in Attachment "A". This parcel of land has also been referred to as the Ironwood Development. That name is subject to change.

**AGENDA ITEM SUBMITTED BY:**

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

**BACKGROUND/HISTORY:**

Site Address:	West of SH 304 and North of Lower Red Rock Road
Total Acreage:	289.4 +/- acres
Legal Description:	289.4 +/- acres of land located within the Mozea Rousseau Survey, Abstract No. 56 in Bastrop County, Texas

Property Owner:	WB Bastrop Land, LLC
Developer:	W Land Development Management LLC
Agent Contact:	Lisa Clark

Existing Use:	Vacant/Undeveloped
Existing Zoning:	None. Extra-Territorial Jurisdiction
Adopted Plan:	None.
Future Land Use:	Not Contemplated

This site is partially located within the City's Wastewater Certificate of Convenience and Necessity (CCN); the other portion is inside Aqua WSC. Aqua's intention is to execute an agreement with the City to release its portion of the wastewater CCN to the City. Aqua will continue to be the water CCN provider to the development.

As a part of the Development Agreement (Attachment "A"), the developer has agreed to annexation into the City Limits prior to beginning development, following the allowed uses and processes as provided in the agreement. the Developer, an affiliate of the Landowner, plans to develop a mixed-use development (the "Concept Plan") as generally depicted on the Concept Plan. The plan is attached as Exhibit "B". The Developer and the City intend that the Project be developed as a high-quality, mixed-use development, including residential, commercial,

multifamily and other amenities pursuant to development regulations contained in this Agreement, as more described in the Development Standards attached as Exhibit “C” in the Development Agreement.

The Developer and the City have held discussions regarding the long-term development of the Property and desire to define, protect, and clarify the City’s jurisdiction and regulatory authority with respect to the Project as defined in the Development Agreement.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Authorize the City Manager to execute a Development Agreement for Ironwood Development by approving Resolution No. R-2025-69

**ATTACHMENTS:**

1. Resolution No. R-2025-69
2. Attachment A - Development Agreement

**RESOLUTION NO. R-2025-69**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BASTROP A HOME RULE CITY AND WB LAND, LLC, A TEXAS LIMITED LIABILITY COMPANY, AND W LAND DEVELOPMENT LLC A TEXAS LIMITED LIABILITY COMPANY; FOR 289.4 +/- ACRES OF LAND LOCATED WITHIN THE MOZEA ROUSSEAU SURVEY, ABSTRACT NO. 56 IN BASTROP COUNTY; WEST OF STATE HIGHWAY 304 AND NORTH OF LOWER RED ROCK ROAD, WITH A PORTION OF THE PROPERTY BEING LOCATED WITHIN THE 1-MILE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF BASTROP, AND THE REMAINDER OF THE PROPERTY BEING LOCATED WITHIN THE VOLUNTARY ETJ OF THE CITY OF BASTROP, AS ATTACHED IN ATTACHMENT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** pursuant to Texas Local Government Code Section 51.001, the City of Bastrop (“City”) has general authority to adopt an ordinance, resolution, or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

**WHEREAS,** the Owner owns approximately 289.4 +/- acres of land, located in Bastrop County, Texas, described in the attached Exhibit “A” (the Property). The Property is partially located within the City’s 1-mile Extraterritorial Jurisdiction (“ETJ”) and the remainder being located in the Voluntary ETJ, and not with the ETJ or corporate limits of any other municipality; and

**WHEREAS,** the Developer, an affiliate of Landowner, plans to develop a mixed-use development (the “Concept Plan”) as generally depicted on the Concept Plan attached as Exhibit “B”.

**WHEREAS,** the Developer and the City intend that the Project be developed as a high-quality, mixed-use development, including residential, commercial, multifamily and other amenities pursuant to development regulations contained in this Agreement, as more described in the Development Standards attached as Exhibit “C” in the Development Agreement.

**WHEREAS**, the Developer and the City have held discussions regarding the long-term development of the Property, and desire to define, protect and clarify the City’s jurisdiction and regulatory authority with respect to the Project as defined in Attachment “A” the Development Agreement.

**WHEREAS**, the City is authorized to enter into this Agreement pursuant to § 212.172, Chapter 380 of the Texas Local Government Code and such other statutes as may be applicable. The City, Landowner, and Developer are proceeding in reliance on the enforceability of this Agreement.

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

**Section 1.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

**Section 2. Execution:** The City Council approves and authorizes the execution of a Development Agreement attached and incorporated herein as Attachment “A”, between the City of Bastrop, a home rule city, WB Bastrop Land, LLC, Texas limited liability company (“Landowner”), W Land Development Management LLC, a Texas limited liability company (“Developer”).

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

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

**Section 5. Effective Date:** This Resolution shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City’s Charter, its Code of Ordinances, and the laws of the State of Texas.

**Section 6. Proper Notice & Meeting:** It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by

Chapter 52 of the Texas Local Government Code.

**DULY RESOLVED & ADOPTED** by the City Council of the City of Bastrop, TX, on this, the 8th day of April, 2025.

**THE CITY OF BASTROP, TEXAS:**

\_\_\_\_\_  
John Kirkland, Mayor Pro-Tem

**ATTEST:**

\_\_\_\_\_  
Victoria Psencik, Assistant City Secretary



**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney  
Denton Navarro Rocha Bernal & Zech, P.C.



**IRONWOOD DEVELOPMENT AGREEMENT**

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

This **Ironwood Development Agreement** (this “Agreement”) is made and entered into by and among the **CITY OF BASTROP, TEXAS**, a home rule city (the “City”), **WB BASTROP LAND, LLC**, a Texas limited liability company (“Landowner”), **W LAND DEVELOPMENT MANAGEMENT LLC**, a Texas limited liability company (the “Developer”). The City, the Landowner, and the Developer are sometimes each individually herein referenced as a “Party” and sometimes collectively herein referenced as the “Parties”.

**RECITALS**

A. Landowner owns approximately 289.4 +/- acres of land located within the City’s extraterritorial jurisdiction (the “ETJ”) in Bastrop County, Texas, as more particularly described on Exhibit “A” attached hereto (the “Property Location”).

B. The Developer, an affiliate of Landowner, plans to develop a mixed-use development (the “Concept Plan”) as generally depicted on the Concept Plan attached as Exhibit “B”.

C. Developer and the City intend that the Project be developed as a high-quality, mixed-use development, including residential, commercial, multifamily and other amenities pursuant to development regulations contained in this Agreement, as more described in the Development Standards attached as Exhibit “C”.

D. Developer and the City have held discussions regarding the long-term development of the Property, and desire to define, protect and clarify the City’s jurisdiction and regulatory authority with respect to the Project (as defined herein) through this Agreement.

E. The City is authorized to enter into this Agreement pursuant to § 212.172, Chapter 380 of the Texas Local Government Code and such other statutes as may be applicable. The City, Landowner, and Developer are proceeding in reliance on the enforceability of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual agreements, covenants, and conditions contained in this Agreement, and other good and valuable consideration, the City, Landowner, and Developer agree as follows:

**ARTICLE I. RECITALS**

**Section 1.01.** The recitals set forth above are true and correct and are incorporated herein and made a part hereof as findings for all purposes.

## **ARTICLE II. DEFINITIONS**

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

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

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

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

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

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

“**City Tax Rate**” shall mean the City’s ad valorem tax rate for the applicable tax year.

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

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

“**Developer**” shall mean W Land Development Management LLC, a Texas limited liability company, and any successor and assign permitted pursuant to Section 13.05(a).

“**District**” shall mean the municipal utility district to be created over the Property.

“**Dwelling Unit**” shall mean a residential unit providing permanent provisions for living, sleeping, eating, and cooking.

“**Effective Date**” and similar references shall mean the date defined in Section 13.01 of this Agreement.

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

“**Fee Schedule**” shall mean the fee schedule(s) setting forth the wastewater connection & tapping fees as set forth in the City Code, Appendix A, Article A13.02 Water and Wastewater Rates and Charges, and Sections A13.02.002 (Wastewater Service Charge).

“**Final Plat**” shall mean a map of a subdivision, addition or development to be recorded in the County plat records after approval by City.

“**Force Majeure**” shall have the meaning ascribed in Section 13.10 of this Agreement.

“**Impact Fees**” shall mean the then-effective water, sewer and roadway impact fees set and published by the City.

“**Landowner**” shall mean WB Bastrop Land, LLC, a Texas limited liability company, and any successor and assign permitted pursuant to Section 13.05(a).

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

“**Major Amendment**” shall have the same meaning as the term is used in Section 5.02 of this Agreement.

“**Minor Amendment**” shall have the same meaning as the term is used in Section 5.02 of this Agreement.

“**Multi Family Property**” shall mean property on which a structure denoting or relating to accommodation designed for occupation by more than one family.

“**Notice**” shall have the meaning ascribed in Section 13.07.

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

“**Preliminary Plat**” shall mean a map showing the salient features of a proposed development, submitted for the purpose of preliminary consideration and communication prior to the submission of a Final Plat.

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

“**Project Engineer**” shall mean the project engineer selected by the Developer from time to time.

“**Property**” shall mean the land described on Exhibit “A” attached hereto.

“**Residential Property**” shall mean property on which a Structure designated and built for a someone to live. Same as Dwelling.

“**Roadway Standards**” shall mean standards for how roadway and streets are constructed as more particularly described in Exhibit “C”.

“**Term**” shall have the meaning ascribed in Section 13.02.

“**Vertical Improvement**” shall mean the construction of a house or building, not including manufactured homes, modular housing, or industrialized buildings covered by Chapters 1201 or 1202 of the Texas Occupations Code.

“**Ultimate Consumer**” shall mean the owner, tenant, user, or occupant of a tract or lot within the Property, regardless of proposed use, who does not intend to sell, lease, subdivide or develop the tract or lot in the ordinary course of business.

“**Utility Agreement**” shall mean the Utility Agreement between the City and, on behalf of the proposed District, WB Bastrop Land, LLC and W Land Development Management LLC, approved and effective as of even date herewith.

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

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

**Section 3.02 Chapter 245 Permit.** This Agreement and the exhibits attached hereto, including the Concept Plan and the Development Standards, shall constitute a “permit” in a series of permits for the Property under Chapter 245 of the Texas Local Government Code that are deemed filed with the City on the Effective Date. The Developer does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code. The City rules, regulations, and ordinances in effect as of the Effective Date shall govern, except as modified by this Agreement.

**Section 3.03 Developer’s Rights to Continue Development.** In consideration of Developer’s agreements set forth in this Agreement, the City agrees that it will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on the building or development of the Project or (b) any land use or development regulation that directly limits the rate or timing of land use approvals, whether affecting Preliminary Plats, Final Plats, construction plans or other necessary approvals, for the Project. This Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency.

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

**Section 4.01 Regulations.** All development within the Property shall comply with: (a) the Concept Plan; (b) the Applicable City Code attached hereto as Exhibit “C”; and (c) the terms and conditions of this Agreement, including all Exhibits attached hereto.

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

**Section 5.01 Development Standards and Waivers.** The Project shall be developed consistent with the Applicable City Code (see Exhibit “C”). The City acknowledges and agrees that

the Project may contain a combination of various types of vertical improvements including, without limitation, (i) stick-built, (ii) modular and/or prefabricated structures and (iii) traditional brick and mortar structures. The City also acknowledges that Developer may (if Developer chooses) build foundations at same time as roadways (also called prairie building).

**Section 5.02 Amendments.** The Project comprises a significant land area and its development will occur in phases over several years. Developer may make minor amendments to the Concept Plan. Minor amendments specifically include: (i) modifications of street alignments or designation of private or public streets, (ii) designation of utility easements in or along private streets, (iii) changes in lot or tract lines, (iv) changes to densities or re-allocation of approved uses within the Concept Plan area (without exceeding the commitment of wastewater LUEs made in this Agreement), and (v) transfers of wastewater LUEs among approved uses (without exceeding the commitment of wastewater LUEs made in this Agreement) ("Minor Amendments"). Minor Amendments shall be reviewed and approved administratively by the City's Director of Planning & Development, which approval shall not be withheld, conditioned, or delayed, and such approval shall be given within ten (10) business days. Minor Amendments shall not require an amendment to this Agreement or City Council approval. Any changes that do not constitute Minor Amendments in this subsection are referred to herein as "Major Amendments". Major Amendments will be subject to review and approval by the City Council under the Applicable City Code, which approval will not be unreasonably withheld, conditioned or delayed. The City agrees that Major Amendments will be presented to City Council for consideration, and approval, at a City Council meeting no later than thirty (30) days from submittal of the proposed Major Amendment.

**Section 5.03 Parks, Trails and Open Space.** Parks, Trails and Open Space Requirements are described in Exhibit "C" of this Agreement. It is acknowledged and agreed that the representations and locations of the parks, trails, and open space on Exhibit "C" are for illustrative purposes and may not reflect the actual locations thereof in the final development. Regardless of the foregoing, there will be at least 50 acres of parkland and/or open space within the Project, which satisfies all parkland requirements of the City and no additional parkland dedication, parkland fees or "fees in lieu" shall be required by the City for the Project. The City acknowledges and agrees that the Developer will make provisions for public park and recreational facilities to serve the Property to be financed, developed, and maintained by the District, to the extent authorized by State law. The Developer agrees that any such public park and recreational facilities shall be conveyed to the District for ownership and operation and shall not be the responsibility of the City unless and until the City dissolves the District, in which case the amenities owned by the District would become the property of the City. The Developer may also make, at its sole discretion, provisions for private recreational facilities that are only available to residents of the Property, and those facilities may not be paid for or conveyed to the District, but will be conveyed to a property owners association for ownership and operation and shall not be the responsibility of the City even after the City dissolves the District.

**Section 5.04 Building Permit.** All vertical buildings located in the Project shall be reviewed, inspected and approved/permitted by the City.

**Section 5.05 Owners Association.** The Project will be governed, and common areas maintained, by one or more property owners' associations. Provided, however, common areas may be owned and/or maintained by the District.

**Section 5.06 Land Contribution.** Landowner agrees to dedicate an approximately 1.5 acre site, in the location generally shown on the Concept Plan, to the City on which the City will construct and operate, or cause to be constructed and operated, a fire station or a police station (the “City Site”). Landowner or Developer will, following recordation of a final plat for the phase of the Project within which the City Site is located, convey the City Site to the City by warranty deed, at no cost to the City. The actual size, configuration, location and timing of dedication of the City Site will be determined by Landowner, Developer, and the City. The City shall not sell or convey the City Site to any third party except the ESD, as may be applicable. Unless otherwise agreed by Landowner and Developer, the City Site shall only be used for the construction and operation of a fire station or a police station by the City or the ESD, as applicable. The City hereby agrees, and the warranty deed to the City (and any conveyance documents transferring real property interests in the City Site from the City to the ESD, if applicable) shall state, that ownership of the City Site shall revert to Landowner or Developer in the event that the City or the ESD, as applicable, (i) has not, within five (5) years of the date of conveyance from Landowner/Developer to the City pursuant to this provision (the “City Site Conveyance Date”), completed all necessary planning and design and obtained funding for the construction of a fire station or police station and (ii) has not, within seven (7) years of the City Site Conveyance Date, constructed and commenced operation of a fire station or a police station.

## **ARTICLE VI.** **WATER AND WASTEWATER**

**Section 6.01 Off-Site Wastewater Facilities.** The Developer will cause to be designed and constructed an offsite wastewater line extending from the Property to the City’s wastewater treatment plant (as shown on Exhibit “D”, the “Off-Site Wastewater Facilities”). The Off-Site Wastewater Facilities will be sized only to serve the Property unless the Parties agree otherwise pursuant to Section 6.07 and the Developer will not be responsible for any other offsite wastewater facilities. All Off-Site Wastewater Facilities required to serve the Project shall be designed and built to the City’s construction standards (as set forth in the Applicable City Code) and in conformance with all rules, regulations and ordinances related to the construction and extension of wastewater utilities, other than the Applicable City Code, in effect at the time of submittal of construction plans. Before the commencement of construction of the Off-Site Wastewater Facilities, the plans and specifications for the construction of said Off-Site Wastewater Facilities shall be provided to the City and approval of such plans and specifications shall be obtained from the City prior to construction. Prior to the construction of any Off-Site Wastewater Facilities, written notice shall be provided to the City, stating the date that such construction will commence. The construction of the Off-Site Wastewater Facilities shall be in accordance with the approved plans and specifications. During the progress of the construction and installation of the Off-Site Wastewater Facilities, the City, or representative thereof, may make on-the-ground inspections. After completion of construction a final copy of all “as-builts” of the Off-Site Wastewater Facilities shall be delivered to the City in the form(s) as required by the City. The Parties acknowledge that the acquisition of certain off-site property rights and interests may be required to allow the Off-Site Wastewater Facilities to be constructed to serve the Property. Developer shall use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, needed to construct the Off-Site Wastewater Facilities. If, however, Developer is unable to obtain such third-party rights-of-way, consents, or easements within 90 days of commencing efforts to obtain the needed rights-of-way, consents, or easements, then the City, in its sole discretion, may take reasonably necessary steps to secure same using the City’s power of eminent domain and to diligently proceed with acquisition through the eminent domain process as soon as

reasonably practicable in accordance with the allowable time periods set forth in the Texas Property Code. If the City takes such eminent domain action, the Developer shall fund all reasonable and necessary legal proceeding/litigation costs, including, but not limited to: compensation awards by courts or negotiated amounts for the condemned property interest, attorneys' fees, appraiser and expert witness fees, interest, court costs, mediation fees, deposition costs, copy charges, courier fees, postage and taxable court costs (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. If the Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, Developer shall deposit additional funds as reasonably requested by the City into the escrow account within ten (10) days after written Notice from the City. Any unused escrow funds will be refunded to Developer within thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain. The Parties acknowledge that the location of portions of the Off-Site Wastewater Facilities are located within rights-of-way held by Texas Department of Transportation ("TxDOT") and the District (or Developer on behalf of the District) agrees to apply for and obtain any permits required for the installation of the Off-Site Wastewater Facilities, including, specifically, any Right of Way and Utility and Leasing Information System (RULIS) permits. The City agrees to cooperate and assist the District or the Developer, as applicable, as needed, to acquire such permits. All costs associated with the acquisition of such permits will be paid by the Developer.

**Section 6.02 Water Facilities.** The Property is currently within Aqua Water Supply Corporation's ("Aqua") Certificate of Convenience and Necessity No. 10294 ("Water CCN"). The Property will receive water service from Aqua. Developer may contract with Aqua to provide wholesale or retail water service to the Property. The Developer, in its sole discretion, may (or cause the District to) finance, construct, and acquire the internal water distribution improvements within the Property and, if applicable, any off-site water distribution improvements (collectively, the "Water Facilities"), and the District, Aqua, or both the District and Aqua, as may be mutually agreed between the District and Aqua, may own, operate, and maintain any such Water Facilities. All Water Facilities to be operated and maintained by Aqua, as applicable, shall be designed and constructed in compliance with applicable Aqua standards, and all plans and specifications for such Water Facilities shall be reviewed, approved and inspected by Aqua, with no further review, approval, inspection, or other consent from the City required. If applicable and authorized by the relevant easement or right-of-way dedication instrument, the City agrees to allow the installation of and operation of waterlines and related appurtenances within the City's existing and proposed rights-of-way.

**Section 6.03 On-Site Facilities.** The Developer shall provide (or cause to be provided) internal wastewater facilities (the "On-Site Wastewater Facilities") and internal drainage and detention facilities (the "On-Site Drainage Facilities," and together with the On-Site Wastewater Facilities, the "On-Site Facilities") at the Developer's sole cost. All On-Site Facilities required to serve the Project shall be designed and built to the City's construction standards (as set forth in the Applicable City Code) and in conformance with all rules, regulations and ordinances related to the construction and extension of such facilities, other than the Applicable City Code, in effect at the time of submittal of construction plans. Before the commencement of construction of the On-Site Facilities, the plans and specifications for the construction of said On-Site Facilities shall be provided to the City and approval of such plans and specifications shall be obtained from the City prior to construction. Prior to the

construction of any On-Site Facilities, written notice shall be provided to the City, stating the date that such construction will commence. The construction of the On-Site Facilities shall be in accordance with the approved plans and specifications. During the progress of the construction and installation of On-Site Facilities, the City, or representative thereof, may make on-the-ground inspections. After completion of construction a final copy of all "as-builts" of the On-Site Facilities shall be delivered to the City in the form(s) as required by the City.

**Section 6.04 Conveyance of Facilities.** The Developer shall cause to be conveyed to the City the Off-Site Wastewater Facilities, the On-Site Wastewater Facilities, and the On-Site Drainage Facilities (excluding detention facilities) for ownership, operation and maintenance, including all warranties. Developer shall have no obligation to convey any off-site or on-site water supply and distribution facilities to the City unless the Parties otherwise agree. The City agrees that its acceptance of the Off-Site Wastewater Facilities, the On-Site Facilities (except for detention facilities), as applicable, will not be unreasonably withheld, conditioned or delayed as long as such facilities have been constructed in accordance with the plans and specifications approved by the City. Upon acceptance of the improvements by the City, and provision of a one-year maintenance bond, substantially similar in form and substance to the form of maintenance bond attached hereto as Exhibit "E", for ten percent (10%) of the contract price of the subject Off-Site Wastewater Facilities, On-Site Facilities (except for detention facilities), as applicable, the City shall be solely responsible for the repair and maintenance of the Off-Site Wastewater Facilities and the On-Site Facilities (except for detention facilities), as applicable, for providing retail wastewater service to the Property.

The Developer shall cause the On-Site Drainage Facilities (excluding detention facilities) to be conveyed to the City. Detention facilities shall be owned by the District and shall not be the responsibility of the City unless and until the City dissolves the District, in which case the detention facilities owned by the District would become the property of the City.

The City acknowledges that the Developer may enter into a reimbursement agreement with the District to seek reimbursement for the costs of the water, wastewater, detention, and drainage facilities, the road facilities, and the park and recreational facilities referenced in this Agreement, and that the presence of this Agreement does not affect the Developer's right to reimbursement from the District for the cost of any such facilities.

**Section 6.05 Impact Fees.**

(a) The City agrees that the Landowner, Developer, and, if applicable, Successor Developer(s) (as defined herein), shall not be obligated to pay water Impact Fees or road Impact Fees and that the only Impact Fees due for this Project are sewer Impact Fees. Landowner, Developer, or, if applicable, Successor Developer(s), shall pay sewer Impact Fees, for the applicable LUEs, at the time a building permit is issued for such LUE.

(b) If, at the time of final acceptance of the Off-Site Wastewater Facilities by the City, sewer Impact Fees to serve the Property remain that have not yet been paid (the "Remaining Impact Fees"), the City shall proportionately reduce (the "Impact Fee Reduction") the amount owed for the Remaining Impact Fees to produce an aggregate reduction equal to all costs incurred by the Developer for the design and construction of the Off-Site Wastewater Facilities (collectively, the "Off-Site Costs"). The Impact Fee Reduction shall be in the amount of the applicable Off-Site Costs divided by



the number of Remaining Impact Fees. The Impact Fee Reduction shall then be subtracted from each Remaining Impact Fee at the time such Remaining Impact Fees become due under this Agreement and the Landowner, the Developer, or, if applicable, a Successor Developer, shall be deemed to have satisfied such Remaining Impact Fees in full without further obligation to the City. By way of illustration, if the Off-Site Costs total \$2,000,000.00, there are 1,350 Remaining Impact Fees, and the then-effective sewer Impact Fee is \$5,089, then the Impact Fee Reduction is equal to \$1,481.48 and payment by the Landowner, the Developer, or if applicable, a Successor Developer, of \$3,607.52 shall satisfy one Remaining Impact Fee in full.

**Section 6.06 City Commitment of Wastewater Service.** The Project will be a phased development and will consist of a total of 1,350 LUEs. This commitment of LUEs is anticipated to be allocated as follows: Residential: 1,100 LUEs, Multi-family: 200 LUEs and Commercial: 50 LUEs. Following completion of the Off-Site Wastewater Facilities, the City commits to provide up to 1,350 LUEs of retail wastewater service to the Project.

The City is constructing certain wastewater infrastructure projects, including, without limitation, improvements to Wastewater Treatment Plant No. 3 and appurtenances thereto, in order to provide sufficient wastewater capacity to serve the Project and other development within the City's service area (the "City Wastewater Improvements").

Within forty-five (45) calendar days of the Effective Date, the Developer shall (or shall cause the District to) pay wastewater reservation fees at a rate of \$50.00 per LUE per year (such fee, the "Reservation Rate") to the City in an amount equal to the Reservation Rate multiplied by three hundred (300), and shall be obligated to continue paying (or causing payment of) such wastewater reservation fees to the City on each January 1 thereafter for any LUEs for which wastewater Impact Fees have not been paid. Wastewater Reservation Fees shall not be due and payable by the Developer (or the District) for the remaining 1,050 LUEs until the City has completed the City Wastewater Improvements. Upon completion of the City Wastewater Improvements and provision of notice thereof by the City to the Developer, the Developer shall (or shall cause the District to) pay wastewater reservation fees beginning January 1 of the next calendar year following completion of the City Wastewater Improvements, and each January 1 thereafter, for any LUEs for which wastewater Impact Fees have not been paid. Following completion of the City Wastewater Improvements, the City commits to provide up to 1,350 LUEs of wastewater service to the Project.

Approval of any subdivision plat of property within the Project shall include an engineering analysis by the City that sufficient wastewater capacity is available to serve the platted lots at the time of plat approval, provided that the sole reason to delay or refuse approval of a plat due to inadequate wastewater capacity shall be in the event Developer seeks approval of a plat requiring more than 300 LUEs of capacity for the Project (when combined with prior approved plats) prior to completion of the City Wastewater Improvements. For purposes of calculating LUE capacity, an LUE is assumed to represent 3.5 people living in a residence, each Dwelling Unit shall be assumed to have 0.7 LUEs (Townhomes), 1.0 LUEs (detached house) or 0.5 LUEs (regular apartments/MF) of wastewater capacity demand.

**Section 6.07 Oversizing.** The Developer will (or will cause the District to) design, permit and construct all facilities, including the Offsite Wastewater Facilities, to serve only the Property; provided, however, that the City shall have the right to request that facilities, including the Offsite Wastewater Facilities be oversized to allow the City to serve its customers outside of the District (the

“Oversized Project”), so long as such the City notifies the Developer of its request for an Oversized Project at least thirty (30) days prior to the time that the Developer (or the District) completes preparation of the design plans and specifications for an applicable phase of the facilities requested. If the City timely submits its request for an Oversized Project, the City shall be solely responsible for the costs of all oversizing, which costs shall be clearly calculated separate from the costs of sizing the lines for the District’s needs, so as to not interfere with any reimbursements which may be due to the Developer for construction of such facilities; and the City will reimburse the Developer, through a lump sum payment, for the City’s pro rata share of the oversized facilities, excluding design and engineering costs, upon completion and City’s acceptance of such facilities.

**Section 6.08 Connection Fees.** Wastewater connection and tapping fees will be paid pursuant to the appropriate Fee Schedule.

**ARTICLE VII.**  
**PRELIMINARY PLAT AND SUBSEQUENT PROCESSES & PROCEDURES**

**Section 7.01** Preliminary and Final Plats shall be approved if they are consistent with the Concept Plan and meet the Applicable City Code.

**ARTICLE VIII.**  
**ROAD IMPROVEMENTS**

**Section 8.01 Developer’s Road Construction Obligations.**

(a) Developer has provided a Traffic Impact Analysis (a “TIA”) providing information on the projected traffic associated with the Project. Developer shall be responsible for (or for causing) the (i) construction of turn lane and driveway improvements at State Highway 304 and Lower Red Rock Road as required by the TIA (for the avoidance of doubt, no improvements to Lower Red Rock or Bob’s Trail shall be required) and (ii) subject to any cost-sharing obligations of developers of adjacent tracts, installation of a traffic signal at the intersection of State Highway 304 and Cassena Ranch Road and paying for Developer’s proportionate share of the installation costs. The Developer shall not be responsible for any other offsite road construction.

(b) Developer will (or will cause the District to) design, permit, and construct the roads located within the Property that are necessary to serve the Project as well as the road improvements specified in the TIA. The roads shall be constructed using Hot Mix Asphaltic Concrete Type D in compliance with this Article VIII and with the Roadway Standards as set forth in Exhibit “C.” The City will accept the dedication of public right-of-way and accept the road, sidewalk and storm drainage improvements located within, or adjacent to, the Property for operation and maintenance, upon completion of construction.

(c) Upon completion of eighty percent (80%) of all Vertical Improvements identified within the Concept Plan, the Developer shall be obligated to (or to cause the District to) mill and overlay 2 inches of hot mix asphalt concrete (HMAC) to top-coat and seal (TxDOT Item 3077 and/or Grade MC-30) all completed public roadway facilities within the Property.

(d) The Developer shall cause all construction contracts entered into by the District for

construction of road facilities (and contracts entered into for construction of associated sidewalk and drainage improvements (not including detention facilities)) to include a two-year maintenance bond, substantially similar in form and substance to the form of maintenance bond attached hereto as Exhibit “E”, for ten percent (10%) of the contract price of the subject road (and associated storm sewer) facilities.

(e) Developer or the applicable property owners' association shall be responsible for the maintenance and operation of any private driveways or drive aisles. Developer will (or will cause the District to) provide the City with emergency service access and reasonable public utility access during the site planning process. The streets and roadways within the District will be public roadways provided that the Developer has the right to make certain areas private driveways or drive aisles, including the Townhome sections of the Concept Plan. These sections plus the Multifamily sections may also use private gates for access. All utilities (water/sanitary/storm) may be placed under the roadways. Trees, landscaping and irrigation may be placed in the right of way. Developer, the District, or the Property Owner’s Association shall maintain plants/trees/irrigation in the right of way, sidewalks and other plantings. Sidewalks may be built in locations at Developer’s discretion.

(f) Developer shall have no obligation to pay any roadway Impact Fees.

(g) The Developer shall have no obligation to fund or construct any road improvements other than those required by the TIA and the internal streets that serve the Project.

**ARTICLE IX.**  
**MUNICIPAL UTILITY DISTRICT AND ANNEXATION**

**Section 9.01 Consent to Creation of District.** The Parties acknowledge that the Landowner has submitted a petition to the City for consent to creation of the District and inclusion of the Property within the District (the “Petition”). The City consents to creation of the District. No further action will be required to evidence the City’s consent to creation of the District. Provided, however, the City agrees to, contemporaneously with the approval of this Agreement, provide a resolution evidencing its written consent, as required by the Texas Water Code, to creation of the District and inclusion of the Property within the District (the “Consent Resolution”), the form of which resolution is approved by the City upon approval of this Agreement and attached hereto as Exhibit “F”. Notwithstanding any other City ordinance, rule, regulation or policy, no additional documents, materials, information, payment of fees, or other actions shall be required in connection with obtaining the City’s consent to creation of the District. The District shall be authorized to exercise all powers granted to municipal utility districts pursuant to Article XVI, Section 59 of the Texas Constitution, Chapters 49 and 54, of the Texas Water Code, and all other applicable laws and regulations presently existing or hereafter enacted, including but not limited to the power to design, construct, and issue bonds for the purpose of water, sewer, drainage, park and recreational facilities and roads. The Developer may perform any of its obligations under this Agreement by, with, or on behalf of the District, and the District is entitled to develop its facilities in accordance with the terms and standards contained in this Agreement.

**Section 9.02 Annexation of Land into the City’s Corporate Limits.** The Parties hereto acknowledge and agree that prior to annexation of the Property into the City’s corporate limits, the Landowner will petition the Texas Commission on Environmental Quality (“TCEQ”) to create the District and the Parties agree that the District will be created in the City’s ETJ; provided, however, following the creation of the District, and prior to the District holding an election to confirm the

creation of the District, the Landowner will petition the City to annex the Property into the corporate limits of the City. As soon as practicable after receiving the petition for annexation, but in no case later than the date of the District's confirmation election, the City will adopt an ordinance annexing the Property into the corporate limits of the City. The Parties acknowledge that the execution of this Agreement, and the City's covenants and obligations contained herein, are the sole inducement for the Landowner to petition that the Property be annexed into the corporate limits of the City. The Parties acknowledge that the foregoing annexation provisions have been agreed upon pursuant to the authority set forth in Section 212.172 of the Texas Local Government Code, which authorizes the governing body of a municipality to make a written contract with an owner of land that is located in the extraterritorial jurisdiction of the municipality to provide for the annexation of the land as a whole or in parts and to provide for the terms of annexation, if annexation is agreed to by the parties, and further provides for the parties to such agreement to specify the uses and development of the land before and after annexation, if annexation is agreed to by the parties. The failure of the Landowner to petition for annexation pursuant to the terms of this Section 9.02 is a material breach of this Agreement, and if such breach is not resolved in accordance with Section 12.02, the City may withdraw its consent to the creation of the District and terminate this Agreement.

**Section 9.03 Zoning.** The City shall consider zoning the Property as "Open Space (Base P1)", "Single Family (Base P3)", "Mix (Base P4)", or "Core (Base P5)", and, regardless of the base zoning on the Property, the Property will be allowed the land uses under Open Space (Base P1), Single Family (Base P3), Mix (Base P4), or Core (Base P5) without the need for rezoning as may be needed to effectuate any amendments to the Concept Plan and/or the Development Type Map (as set forth in Section 1.1.004 of Exhibit "C") made pursuant to this Agreement. Designation of a parcel as "Flex" on the Concept Plan shall mean that such parcel shall be considered to be zoned as Mix (Base P4), as set forth on the Development Type Map (as set forth in Section 1.1.004 of Exhibit "C"). Nothing in this Section is intended to constitute a delegation or contracting away of the governmental authority of the City to zone, or to determine appropriate zoning, and the City reserves the right, at all times, to control the zoning process for all property that is to be zoned as a planned development district. Should the City fail to approve zoning on the Property, or any portion thereof, that is in any way more restrictive than the zoning and approved land uses specified in this Section 9.03 and shown in the Concept Plan or the Development Type Map (as set forth in Section 1.1.004 of Exhibit "C") without prior consent of Developer, or fail to allow the land uses set forth herein on any portion of the Property, Developer shall have the right to terminate the Agreement by providing written notice to the City. Within thirty (30) business days following delivery of such termination notice to the City, the City shall disannex the Property from the City. Provided, however, in the event of such termination and disannexation, the City's obligation to provide retail wastewater service to the Property and to all landowners within the Property shall survive such termination and the City shall remain obligated to provide retail wastewater service to the Property and Project upon Developer's satisfaction of obligations set forth in Section 6.06.

**Section 9.04 Dissolution of District.** The City agrees not to dissolve or attempt to dissolve, in whole or in part, the District until the Developer has fully developed one hundred percent (100%) of the developable acreage within the District, and the Developer has been fully reimbursed by the District for all water, sewer, drainage, park and recreational, and road facilities necessary to serve all Property within the District, as determined by the District's engineer, in accordance with TCEQ rules or other applicable law, for all Developer's eligible development and construction costs, all as certified in writing by the Developer to the City. If the City dissolves or attempts to dissolve the District prior to Developer's full development in and reimbursement by the District, as described herein, the City

shall, in accordance with LGC § 43.074(d), automatically assume complete liability for such reimbursement to the Developer in accordance with the written agreement(s) between the Developer and the District.

**Section 9.05 Annual Payment.**

(a) As more fully described in the Utility Agreement, the City shall make an annual payment to the District (“Annual Payment”) rebating a portion of the City ad valorem tax collected by the City from real property taxable by the City and located within the District as consideration for the acquisition and construction of the wastewater, drainage, park and recreational facilities, and road facilities by the District for the benefit of land within the City and conveyance of the facilities to the City, to comply with TCEQ rules, and to more equitably distribute among the residents of the City and the District the burden of ad valorem taxes to be levied and revenues to be collected from time to time by the City and the District.

The City agrees to annually make the Annual Payment to the District, as set forth herein. The Annual Payment shall only be made based on the City’s ad valorem tax revenues actually collected and received by the City from property taxable by the City and located within the District, exclusive of any interest and penalties paid by the taxpayer to the City and exclusive of any collection costs incurred by the City. The Annual Payment shall be in the amount of seventy-four percent (74%) of the City Tax Rate per \$100 of assessed value (“AV”) multiplied by the taxable assessed value (“TAV”) within the District during the applicable tax year, as more specifically enumerated by the following formula:

$$\text{Annual Payment} = (\text{City Tax Rate per } \$100 \text{ AV} * 0.74) \times (\text{District TAV} / 100)$$

By way of illustration, if the City Tax Rate for the given tax year is \$0.4994 per \$100 of assessed valuation and the taxable value in the District is \$25 million, the Annual Payment is equal to \$92,389 [(\$0.4994\*0.74) X (\$25,000,000/100)].

(b) The District may use the Annual Payment for any lawful purpose, including, without limitation, paying for the design and construction of the District’s water, sewer, and drainage facilities, park and recreational facilities, and roads, or to pay debt service on outstanding bonds issued by the District.

(c) The Annual Payment to the District shall begin on March 1 in the calendar year following the date that the District issues its first series of bonds, and subsequent Annual Payment shall be payable each March 1 thereafter (the “Payment Date”), with each such Annual Payment being applicable to the calendar year preceding the calendar year of each such March 1 (e.g., if the District issues its first series of bonds in 2027, the Annual Payment will be due March 1, 2028 and on each March 1 thereafter). The City’s obligation to make the Annual Payment shall continue until the sooner to occur of the following: (i) all bonds of the District have been fully paid and discharged as to principal, redemption, premium, if any, and interest; or (ii) forty (40) years beginning in the year following the year that the District issues its first series of bonds. The City’s obligation to pay the Annual Payment shall survive the term of this Agreement.

**Section 9.06 Director Qualifying Lots.** The conveyance, from time to time, by metes and bounds or otherwise of any portion of the Property to any person for the sole purpose of qualifying such person to be a member of the Board of Directors of the District will not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the City.

**Section 9.07 Manufactured or Mobile Homes.** The City agrees that manufactured or mobile homes may be placed on the Property for the following uses: (1) for use by residents who intend to vote in a confirmation election (which may include other ballot initiatives), or (2) for use as a construction/temporary sales office in connection with the construction of improvements to serve the Property and home sales.

**ARTICLE X.**  
**AMENDMENTS TO THE AGREEMENT**

**Section 10.01 Amendments to Agreement.** This Agreement may be amended as to all of the Property only by a written agreement signed by the by the City, the Landowner, the Developer, and, if applicable, any successors and assigns of the Landowner and/or the Developer (other than those permitted pursuant to Section 13.05(a)) that are not Ultimate Consumers (“Successor Developers”). This Agreement may be amended as to a portion of the Property by an amendment between the City and Landowner, the Developer, or a Successor Developer, as the applicable landowner(s), without the joinder of any other landowner; provided, however, if Landowner and/or Developer still owns any portion of the Property, Landowner and/or Developer must consent in writing to such amendment.

**ARTICLE XI.**  
**REPRESENTATIONS AND WARRANTIES**

**Section 11.01 Authority of Landowner and Developer, No Conflict.** This Agreement constitutes the legal, valid and binding obligation of Landowner and Developer, enforceable against the Landowner or the Developer, as applicable in accordance with its terms. Landowner and Developer each have the authority and capacity to execute and deliver this Agreement and to perform its respective obligations under this Agreement.

**Section 11.02 Performance.** Landowner, Developer, and the City will reasonably cooperate with one another to accomplish the intent and purposes of this Agreement and will perform each and all its respective duties and responsibilities pursuant to this Agreement.

**Section 11.03 Organization and Good Standing.** The City is a duly organized and validly existing municipal corporation in good standing under the laws of the State of Texas, with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement.

**Section 11.04 Authority of City: No Conflict.** This Agreement constitutes the legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms. The City has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

**ARTICLE XII.**  
**DEFAULT AND REMEDIES FOR DEFAULT**

**Section 12.01 Preventative Default Measures.** The Parties presently enjoy a good working relationship and understand the meaning and intent of this Agreement; however, the Parties recognize that individual representatives of each of the Parties will likely change over the course of this Agreement. The City agrees that day-to-day oversight of the implementation of this Agreement shall

at all times during the Term be assigned directly to the City Manager (or its designee). In the event of a dispute involving an interpretation or any other aspect of this Agreement, upon Landowner's or Developer's request, as applicable, the City Manager (or its designee) shall convene a meeting of the Parties as soon as reasonably practical and use all reasonable efforts to avoid processing delays and to resolve the dispute and carry out the spirit and purpose of this Agreement.

**Section 12.02 Default.** It shall be a default under this Agreement if a Party shall fail to perform any of its obligations under this Agreement or such failure shall remain uncured following the expiration of thirty (30) days after written notice of such failure from another Party. However, in the event the default is of a nature that cannot be reasonably cured within such thirty (30) day period, the defaulting Party shall have a longer period of time as may be reasonably necessary to cure the default in question.

**Section 12.03 Remedies Between the City and Developer.** If a Party contends that another Party is in default of this Agreement, the non-defaulting Party shall give written notice of such contention to the defaulting Party, specifying the nature of the alleged default, and allow the applicable time period for cure of the default set forth in Section 12.02 above. The defaulting Party shall either cure the alleged default timely, or if the non-defaulting Party and defaulting Party agree in writing for an extension of the time to cure, not later than the extended cure deadline, or, within the time for cure stated in the non-defaulting Party's initial notice of default, give written notice to the non-defaulting Party denying the existence of the alleged default and invoking the following dispute resolution mechanisms. First, if the applicable Parties shall mutually agree to submit to mediation, they shall attempt to resolve the dispute amicably. If mediation is unsuccessful or if one or more of the Parties decline to engage in mediation, then a Party may institute legal proceedings in a state district court in Bastrop County, Texas, pursuing all available remedies at law or equity, including without limitation a suit for specific performance and/or a Writ of Mandamus in the event of a default by the City. All matters of fact and law shall be submitted to and determined by the court (subject to appeal). Either party may employ attorneys to pursue its legal rights hereunder, and the prevailing party shall be entitled to payment by the other party(ies) of all reasonable attorneys' fees incurred by the prevailing party.

**Section 12.05 No Liability For Actions of Others.** Except as expressly set forth herein: (a) the liabilities, obligations and responsibilities of each owner of the Property or any portion thereof, their successors and assigns, under this Agreement are several, and not joint; and (b) no owner of the Property or any portion thereof, or successor or assign, will be in default under this Agreement or otherwise liable or responsible for any default which is not caused by such landowner or by any person acting by, through or under such owner or successor or assign.

**Section 12.06 Agreement not an offer by the City.** The Developer agrees that this Agreement is a negotiated arms-length transaction and that the City is not making an offer to the Developer to enter into this Agreement and the requirements of the City to provide the Developer with a written statement pursuant to Texas Local Government Code Section 212.172 (b-1) is not applicable, required or enforceable and any requirement to otherwise do so is hereby explicitly waived by Developer.

**Section 12.07 Breach of Contract.** It shall be a breach of contract if the City issues any permit (i.e., municipal approval) to the Developer, successor, or assign, and the Developer, successor, or assign builds contrary to the issued permit.

**Section 12.08 No Third-Party Beneficiary.** This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party.

**Section 12.09 Reservation of Rights.** To the extent not inconsistent with the terms of this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

### **ARTICLE XIII.** **MISCELLANEOUS PROVISIONS**

**Section 13.01 Effective Date.** The Parties agree that the “Effective Date” of this Agreement shall be the date on which this Agreement is executed by all Parties.

**Section 13.02 Term.** This Agreement shall commence and bind the Parties on the Effective Date and continue until a date which is thirty (30) years after the Effective Date, unless terminated on an earlier date pursuant to other provisions of this Agreement or by express written agreement executed by all Parties. Upon expiration of thirty (30) years from the Effective Date, this Agreement may be extended by express written agreement executed by all Parties for successive one-year or longer periods (as extended, the “Term”), except that the term may not exceed forty-five (45) years.

**Section 13.03 Termination.** This Agreement may be terminated as to all of the Property only by express written agreement executed by the City, the Landowner, the Developer, and, if applicable, any Successor Developers. This Agreement may be terminated as to a portion of the Property by an amendment between the City and Landowner, the Developer, or a Successor Developer, as the applicable landowner(s), without the joinder of any other landowner; provided that if Landowner and/or Developer still owns any portion of the Property, Landowner and/or Developer must consent in writing to such termination. In the event this Agreement is terminated by mutual agreement of the Parties or by its terms, the Parties shall promptly execute and file of record in the Official Public Records of Bastrop County, Texas, a document confirming the termination of this Agreement, and such other documents as may be reasonably appropriate to reflect the basis upon which such termination occurs.

**Section 13.04 Agreement Binds Succession and Runs with the Land.** This Agreement shall bind and inure to the benefit of the Parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on all future developers and owners of land within the Property, other than Ultimate Consumers.

**Section 13.05 Assignment.**

a. This Agreement and the rights and obligations of Landowner and Developer hereunder may be assigned by Landowner or Developer, as applicable, to an affiliate or related entity of Landowner or Developer without the prior written consent of the City.

b. Except as otherwise set forth in Section 13.05(a), Landowner, Developer, or a Successor Developer, as applicable, may not assign this Agreement as to all or a portion of the Property from time to time to any party without the prior written consent of the City, which consent shall not



be unreasonably withheld, conditioned, or delayed if the assignee demonstrates the financial ability to perform all the duties or obligations so assigned under this Agreement, in the reasonable judgment of the City Council.

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

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

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

**Section 13.06 Entire Agreement.** This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties as provided for in this Agreement. This Agreement and the agreements between the Parties referenced in this Agreement, supersede all prior agreements between the Parties concerning the subject matter of this Agreement.

**Section 13.07 Notice.** It is contemplated that the Parties will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications (“Notice”) required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for such Party, (i) by delivering same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing “next day delivery”, addressed to the Party to be notified, (iv) by sending same by facsimile with receipt of confirmation or (v) by email. Notice deposited in the United States mail in the manner described above shall be deemed effective from and after the earlier of the date of actual receipt or three (3) days after the date of such deposit. Notice given in any other manner shall be effective on the date delivered, if sent by confirmed facsimile or personal delivery, or the day after deposit with a “next day delivery” service. For the purposes of notice, the addresses of the Parties shall, until changed as provided below, be as follows:

**Landowner:**

WB Bastrop Land LLC  
 Attn: Lisa Clark  
 11750 Katy Freeway, Suite 1400  
 Houston, Texas 77079  
 Email: [lisac@wlanddevelopment.com](mailto:lisac@wlanddevelopment.com)

With a copy to:

Ryan Harper  
 Allen Boone Humphries Robinson LLP

919 Congress Ave., Suite 1500  
Austin Texas 78701

**Developer:**

W Land Development Management LLC  
Attn: Lisa Clark  
11750 Katy Freeway, Suite 1400  
Houston, Texas 77079  
Email: [lisac@wlanddevelopment.com](mailto:lisac@wlanddevelopment.com)

With a copy to:

Ryan Harper  
Allen Boone Humphries Robinson LLP  
919 Congress Ave., Suite 1500  
Austin Texas 78701

**City:**

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

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

**Section 13.08 No Joint Venture.** It is acknowledged and agreed by the Parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The City, its past, present and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the development of the Project.

**Section 13.09 Time.** Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

**Section 13.10 Force Majeure.** Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term “force

majeure” means events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care, including, without limitation, acts of God or the public enemy, war, terrorism, criminal activity, riot, civil commotion, insurrection, government or de facto governmental action or failure to act (unless caused by the intentionally wrongful acts or omissions of the Party), fires, explosions, floods, hurricanes, adverse weather, epidemic, pandemic, widespread pestilence, materials or labor shortages, strikes, slowdowns, or work stoppages. In no event shall “force majeure” apply to the payment of any sum of money.

**Section 13.11 Severability.** If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected.

**Section 13.12 Waiver.** Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver of such provision or of any other provision of this Agreement, and such Party shall have the right at any time(s) thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

**Section 13.13 Attorney’s Fees and Court Costs.** In the event that any matter relating to this Agreement results in the institution of legal proceedings by any Party to this Agreement, each Party in such proceeding shall be responsible for the expenses incurred by it in connection with such proceedings, including, without limitation, court costs and attorneys’ fees.

**Section 13.14 Applicable Law and Venue.** The construction and validity of this agreement shall be governed by the laws of the state of Texas. Venue for any dispute arising from or related to this Agreement shall be in a Texas state district court for Bastrop County as applicable and shall be in accordance with the Texas Civil Practice and Remedies Code.

**Section 13.15 Further Assurances.** All Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as may be reasonably necessary or desirable to effectuate the terms of this Agreement.

**Section 13.16. Authority for Execution.** The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and that this Agreement has been approved in conformity with City ordinances and other applicable legal requirements. Landowner and Developer each certifies, represents, and warrants that the execution of this Agreement is duly authorized in conformity with its organizational documents.

**Section 13.17 Incorporation of Exhibits and Other Documents by Reference.** All Exhibits and other documents attached to or referred to in this Agreement are incorporated by reference for the purposes set forth in this Agreement.

**Section 13.18 Counterparts.** This Agreement may be executed in multiple counterparts, which shall be construed together as a single original instrument as though all Parties had signed one instrument, and, when executed, each counterpart shall be binding upon and inure to the benefit of each of the Parties executing the instrument whether or not all other parties have executed same.

**Section 13.19 Interpretation.** Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party. To the extent any such standards or other criteria specified in this Agreement are in conflict with any other current or future provisions of the Applicable City Code or any other City ordinances, policies or requirements, this Agreement shall govern. If there is any conflict, express or implied, between the terms of this Agreement and the Applicable City Code or the City Code, the terms of this Agreement will control. If there is any conflict, express or implied, between the terms of the Development Standards set forth in Exhibit “C” and the City Code, the specific terms of the Development Standards will control.

**Section 13.20 Statutory Verifications.** The Developer makes the following verifications in this section:

a. Pursuant to Chapter 2271 of the Texas Government Code, as amended, Landowner and Developer each verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Landowner, the Developer, any of their respective parent companies, nor any of their respective common-control affiliates currently boycotts or will boycott Israel. The term “boycott Israel” as used in this paragraph has the meaning assigned to it in Section 808.001 of the Texas Government Code, as amended.

b. Pursuant to Chapter 2276 of the Texas Government Code, as amended, Landowner and Developer each represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Landowner, the Developer, any of their respective parent companies, nor any of their respective common-control affiliates currently boycotts energy companies or will boycott energy companies. The terms “boycotts energy companies” and “boycott energy companies” have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code.

c. Pursuant to Chapter 2274 of the Texas Government Code, as amended, Landowner and Developer each represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Landowner, the Developer, any of their parent companies, nor any of their respective common control affiliates has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will discriminate against a firearm entity or firearm trade association. The terms “discriminates against a firearm entity or firearm trade association” and “discriminate against a firearm entity or firearm trade association” have the meaning assigned to the term “discriminate against a firearm entity or firearm trade association” in Section 2274.001(3), Texas Government Code.

d. Pursuant to Chapter 2252 of the Texas Government Code, as amended, Landowner and Developer each represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Landowner, the Developer, any of their respective parent companies, nor any of their respective common-control affiliates (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapter 2270 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Section 2270.0201 or 2252.153 of the Texas Government Code. The term “foreign terrorist organization” in this Section has the

meaning assigned to it in Section 2252.151 of the Texas Government Code.

e. Pursuant to Texas Government Code Section 2252.908 requires disclosure of certain matters by business entities entering into a contract with a local government entity such as the City. Landowner and Developer confirm that they have reviewed Texas Government Code Section 2252.908 and that Landowner and Developer will 1) complete Form 1295 and electronically file it with the Texas Ethics Commission (“TEC”); and 2) submit to the City the completed Form 1295, including the certification of filing number of the Form 1295 with the TEC, at the time the Landowner and Developer execute and submit this Agreement to the City. Form 1295 is available at the TEC’s website: <https://www.ethics.state.tx.us/filinginfo/1295/>.

**Section 13.21 Effect of Agreement.** This Agreement shall remain in effect for the Term of the Agreement regardless of whether all or any portion of the Property is annexed and/or zoned. To the extent this Agreement conflicts with the Applicable City Code, this Agreement shall control.

**Section 13.22 Liability of Ultimate Consumer.** Ultimate Consumers shall have no liability for the failure of the Developer to comply with the terms of this Agreement and shall only be liable for their own failure to comply with the recorded declarations and land use restrictions applicable to the use of their tract or lot.

**Section 13.23 Estoppel Certificates.** From time to time upon written request by any seller or purchaser of property within the Property, or any lender or prospective lender of the Landowner or the Developer, or their respective assignees, the City shall execute a written estoppel certificate to such seller or purchaser stating, if true that the City has not given or received any written notices alleging any events of default under this Agreement.

**Section 13.24 Exhibits:**

- A. Property Description and Property Location Map
- B. Concept and Phasing Plan
- C. Development Standards
- D. Wastewater Plan
- E. Form of Maintenance Bond
- F. Form of Consent Resolution

[SIGNATURE PAGE FOLLOWS]

EXECUTED in multiple counterparts, each of which shall constitute an original.

CITY:

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, City Secretary

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

LANDOWNER:

**WB BASTROP LAND LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

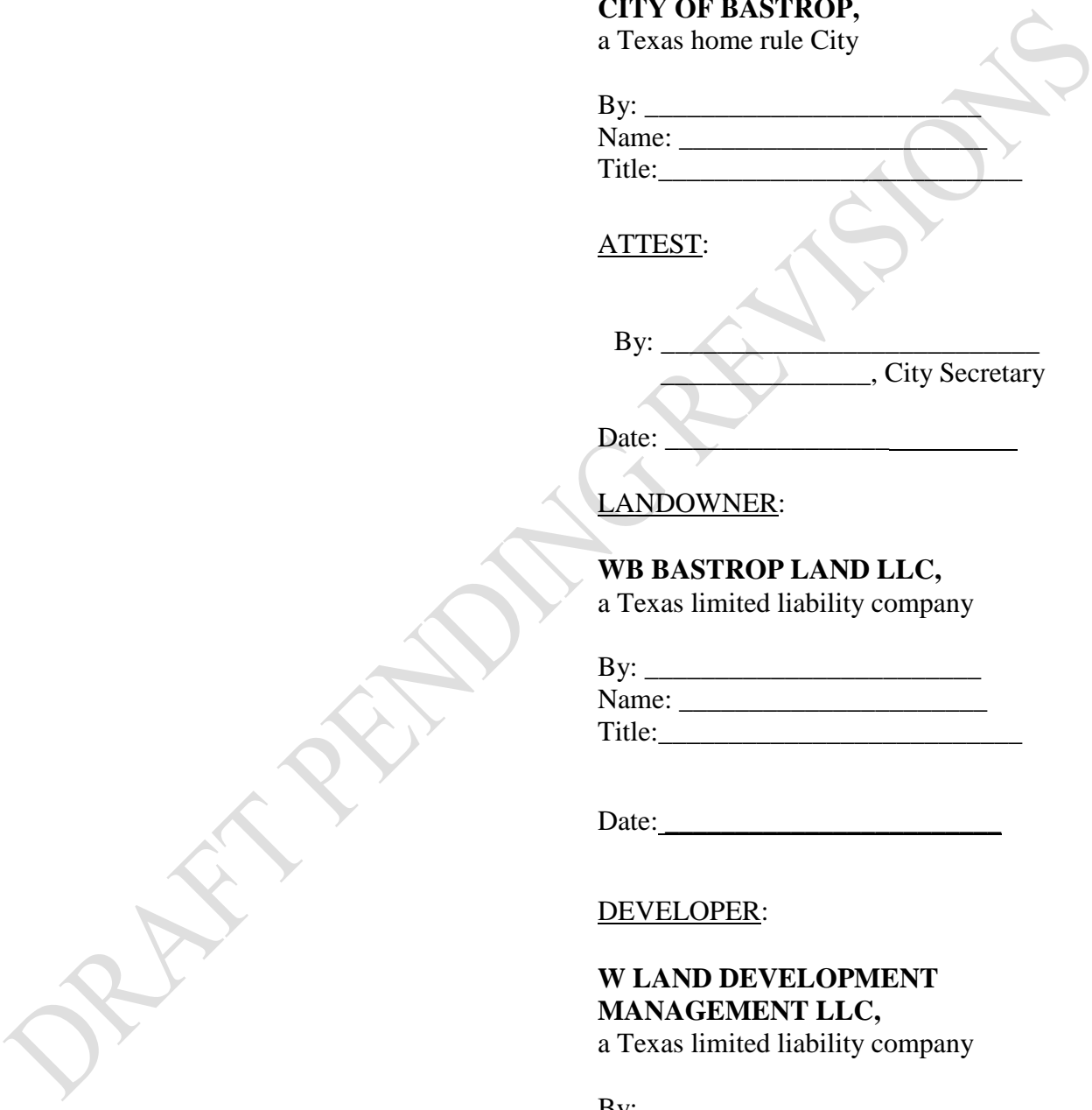
Date: \_\_\_\_\_

DEVELOPER:

**W LAND DEVELOPMENT  
MANAGEMENT LLC,**  
a Texas limited liability company

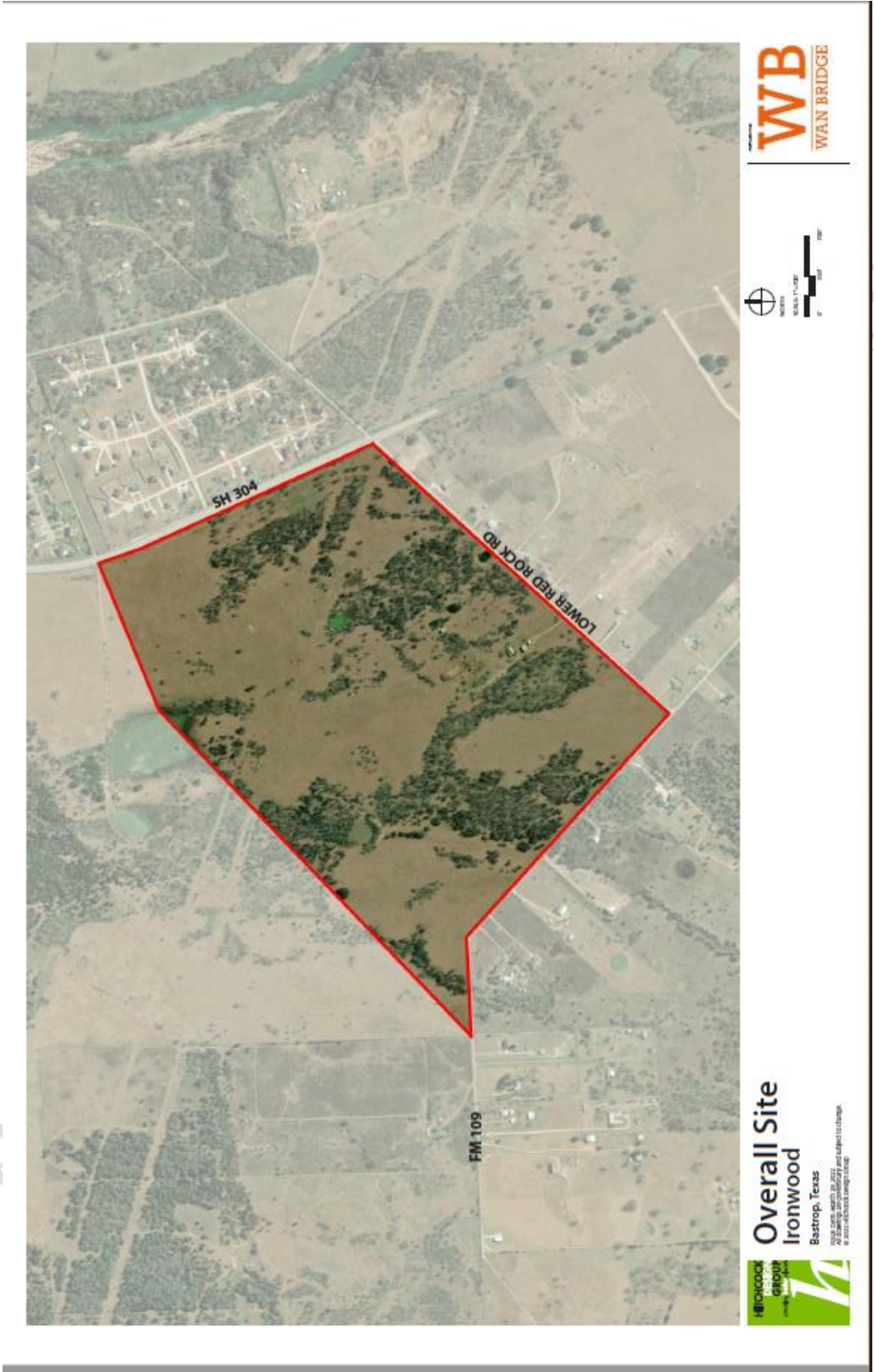
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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



**Exhibit "A"**  
**PROPERTY DESCRIPTION AND PROPERTY LOCATION MAP**

DRAFT PENDING REVISIONS



DR





EXHIBIT \_\_\_\_

Red Rock Tract  
289.413 AcresLEGAL DESCRIPTION

FIELD NOTES FOR A 289.413 ACRE TRACT OF LAND SITUATED IN THE MOZEA ROUSSEAU SURVEY, ABSTRACT NO. 56, BASTROP COUNTY, TEXAS; BEING ALL OF A CALLED 289.5 ACRE TRACT OF LAND AS CONVEYED TO DAVID C. MCFARLAND AND ANN L. MCFARLAND BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 201914775 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, SAID 289.413 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING for POINT OF REFERENCE** at a 1/2-inch iron rod found on the southwest right-of-way line of State Highway 304 (120 feet wide) as dedicated in Volume 130, Pages 366 and 441 of the Deed Records of Bastrop County, Texas, at the intersection with the southeast right-of-way line of Lower Red Rock Road (a/k/a County Road 108) (width varies) as dedicated in Cabinet 4, Pages 39B, 82A and 109A of the Plat Records of Bastrop County, Texas, and at the northeast corner of Lot 1 of CEDAR CREEK BEND PHASE 3, a subdivision recorded in Cabinet 4, Page 109A of the Plat Records of Bastrop County, Texas; Thence, with the southwest right-of-way of said State Highway 304 and the northeast terminus of said Lower Red Rock Road, N 24°51'23" W a distance of 58.06 feet to a calculated point on the approximate centerline of said Lower Red Rock Road, at the most easterly corner of the above described McFarland Tract, for the most easterly corner and **POINT OF BEGINNING** of the herein described tract, from which a 5/8-inch iron rod with cap stamped "5085" found at the intersection of the northeast right-of-way line of said State Highway 305 and the northwest right-of-way of Lower Red Rock Road, and at the most southerly corner of Lot 8, Block 'A' of CASSENA RANCH, a subdivision recorded in Cabinet 5, Page 102B of the Plat Records of Bastrop County, Texas, bears N 33°23'49" E a distance of 143.24 feet;

THENCE, with the approximate centerline of said Lower Red Rock Road and the southeast line of said McFarland Tract, S 42°38'31" W a distance of 3,485.13 feet to a calculated point at the intersection with the approximate centerline of Bob's Trail (a/k/a County Road 109) (width varies, no deed of record found), for the most southerly corner of the herein described tract;

THENCE, with the approximate centerline of said Bob's Trail and the southerly lines of said McFarland Tract, the following six (6) courses:

- 1) N 46°37'22" W a distance of 644.19 feet to a calculated angle point for corner;
- 2) N 47°30'22" W a distance of 484.70 feet to a calculated angle point for corner;
- 3) N 47°33'28" W a distance of 726.11 feet to a calculated angle point for corner;
- 4) N 47°55'19" W a distance of 693.67 feet to a calculated point of curvature of a curve to the left;

PAGE 1 OF 3

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- 5) Along said curve to the left, an arc distance of 173.00 feet, having a radius of 220.22 feet, a central angle of 45°00'41" and a chord which bears N 70°25'40" W a distance of 168.59 feet to a calculated point of tangency; and
- 6) S 87°04'00" W a distance of 784.64 feet to a calculated point at the southwest corner of said McFarland Tract, and at the southeast corner of a called 100.06 acre tract of land as conveyed to Janis Marie Gills, Karen Sue Cathey, Jacquelyn Kaye Bigham And Darcus Ann Cathey by Warranty Deed recorded in Volume 284, Page 20 of the Deed Records of Bastrop County, Texas, for the southwest corner of the herein described tract;

THENCE, with the west line of said McFarland Tract and the east line of said 100.06 acre tract and continuing over and across the occupied right-of-way of said Bob's Trail, N 01°52'43" W a distance of 12.93 feet to a calculated point at the most westerly corner of said McFarland Tract, and at the most southerly corner of the remainder of a called 349 acre tract of land as described by Deed recorded in Volume 182, Page 723 of the Deed Records of Bastrop County, Texas and as conveyed to Patricia Ann Jacobs by Executrix's Deeds recorded in Document Numbers 201308783, 201308784, 201308785 and 201308786, all of the Official Public Records of Bastrop County, Texas and in Volume 114, Page 881 of the Probate Minutes of Bastrop County, Texas, for the most westerly corner of the herein described tract, from which a found 1/2-inch iron rod bears N 21°40'15" W a distance of 2.08 feet;

THENCE, generally along a fence, with the northwest line of said McFarland Tract and the southeast line of said Jacobs Tract, the following four (4) courses:

- 1) N 45°55'45" E, pass a fence post found on the occupied north right-of-way line of said Bob's Trail at a distance of 14.63 feet, and continuing on for a total distance of 2,275.05 feet to a 1/2-inch iron rod found at the most southerly corner of a called 15.000 acre tract of land as described by Deed of Gift recorded in Volume 402, Page 340 of the Deed Records of Bastrop County, Texas, for an angle point;
- 2) N 45°34'31" E a distance of 927.91 feet to a 1/2-inch iron rod found at the most easterly corner of said 15.000 acre tract, for an angle point;
- 3) N 45°14'30" E a distance of 647.74 feet to a fence post found for an angle point; and
- 4) N 67°14'32" E a distance of 1,463.85 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the curving southwest right-of-way of said State Highway 304, at an easterly corner of a remaining portion of said Jacobs Tract, and at the most northerly corner of said McFarland Tract, for the most northerly corner of the herein described tract;

THENCE, with the southwest right-of-way of said State Highway 304 and the northeast line of said McFarland Tract, along a curve to the left, an arc distance of 389.16 feet, having a radius of 2,351.83 feet, a central angle of 09°28'51" and a chord which bears S 19°38'49" E a distance of 388.71 feet to a TXDOT Type I concrete monument found for a point of tangency;



PAGE 2 OF 3

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THENCE, continuing with the southwest right-of-way of said State Highway 304 and the northeast line of said McFarland Tract, S 24°23'14" E, pass a found TXDOT Type I concrete monument at a distance of 1,923.20 feet, pass a 1/2-inch iron rod with cap stamped "BGE Inc" set at the intersection with the occupied northwest right-of-way of said Lower Red Rock Road at a distance of 2,252.54 feet, and continuing on for a total distance of 2,282.12 feet to the **POINT OF BEGINNING** and containing 289.413 acres of land, more or less.

Note: The area of occupied right-of-way that falls inside the above described tract is 3.742 acres.

I hereby certify that these notes were prepared by a survey made on the ground by BGE, Inc., under my supervision on September 10, 2021 and are true and correct to the best of my knowledge. A survey plat of even date accompanies this description.

Jonathan O. Nobles RPLS No. 5777  
 BGE, Inc.  
 101 West Louis Henna Blvd., Suite 400  
 Austin, Texas 787  
 Telephone: (512) 879-0400  
 TBPELS Licensed Surveying Firm No. 10106502

12/13/2021  
 Date

Client: Wan Bridge, LLC  
 Date: December 8, 2021  
 Revised: December 13, 2021  
 Job No: 9294-00

**BASIS OF BEARING:**  
 Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone.

## Exhibit "B" CONCEPT PLAN



D

S

**Exhibit “C”**  
**DEVELOPMENT STANDARDS**

**IRONWOOD DEVELOPMENT STANDARDS ELEMENTS**

**Proposed Development Types-** Development Types define specific development standards within the IRONWOOD Development based on the proposed Land Uses described in the Concept Plan.

**Development Types:**

*Open Space (Base P1)*

*Single Family (Base P3)*

*Mix (Base P4)*

*Core (Base P5)*

**Street Types** - Streets serve as the public spaces connecting places and people. They transition from natural to urban form. All modes of transportation and settlement patterns are supported by the variety of Street Types presented in this Development Standards. Private driveways and drive aisles (e.g., those serving the Townhome section(s) of the project) are also allowed and designed to connect people and places within the private realm and to the public spaces outside the private realm.

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



## **CHAPTER 1: DEVELOPMENT TYPE DEVELOPMENT STANDARDS**

### **SECTION 1.1 DEVELOPMENT TYPE DEVELOPMENT STANDARDS**

#### **SEC. 1.1.001 DEVELOPMENT TYPES ESTABLISHED**

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

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

#### **SEC. 1.1.002 DEVELOPMENT TYPE BOUNDARIES**

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

#### **SEC 1.1.003 DEVELOPMENT TYPE ZONING DISTRICTS TABLE**

##### *Open Space*

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

##### *Residential*

Residential Area, planting is naturalistic and setbacks vary from relatively deep to shallow. The road and blocks may be irregular to accommodate for natural conditions.

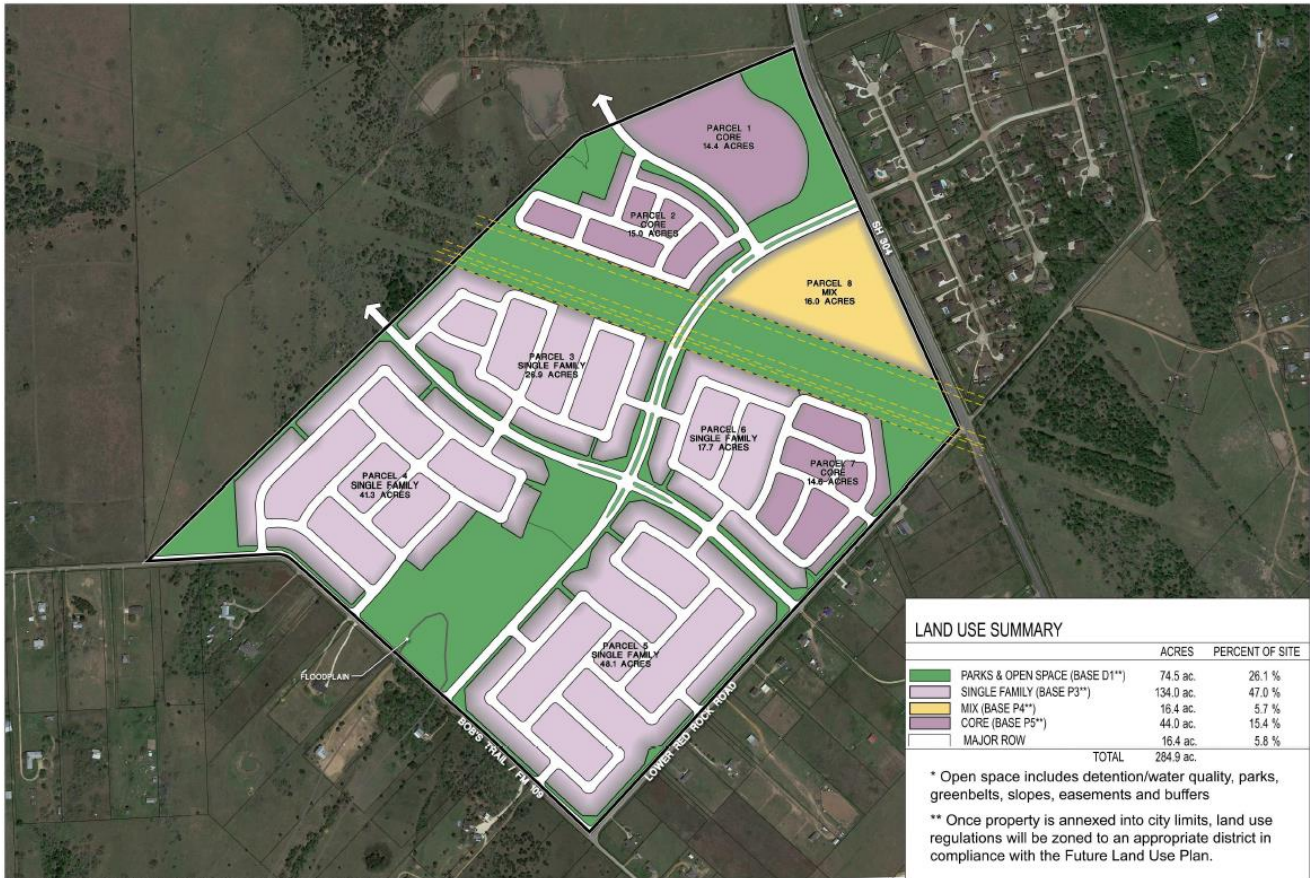
##### *Mix*

More intense building types provide varied lifestyle choices. Provides for a mix of Residential Building types. Commercial and Office uses are allowed in House Form Structures.

##### *Core*

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

### SEC 1.1.004 DEVELOPMENT TYPE MAP



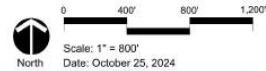
LAND USE SUMMARY		
	ACRES	PERCENT OF SITE
<span style="color: green;">■</span> PARKS & OPEN SPACE (BASE D1**)	74.5 ac.	28.1 %
<span style="color: purple;">■</span> SINGLE FAMILY (BASE P3**)	134.0 ac.	47.0 %
<span style="color: yellow;">■</span> MIX (BASE P4**)	18.4 ac.	5.7 %
<span style="color: orange;">■</span> CORE (BASE P5**)	44.0 ac.	15.4 %
<span style="color: grey;">■</span> MAJOR ROW	16.4 ac.	5.8 %
<b>TOTAL</b>	<b>264.9 ac.</b>	

\* Open space includes detention/water quality, parks, greenbelts, slopes, easements and buffers  
 \*\* Once property is annexed into city limits, land use regulations will be zoned to an appropriate district in compliance with the Future Land Use Plan.

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



**IRONWOOD**  
BASTROP, TEXAS



DRAFT FILE: J:\222614-112124\GIS\PLANNING\IRONWOOD\Development\DRM\2024-10-25\Ironwood\Conceptual Land Use\_2024-10-25.mxd  
 Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. This is subject to change.

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## CHAPTER 2: IRONWOOD PRIVATE REALM DEVELOPMENT STANDARDS

### SECTION 2.1 GENERAL

#### SEC. 2.1.001 INSTRUCTIONS

- (a) Lots and buildings located in the Private Realm within the Ironwood Development shall be subject to the requirements of this Section.
- (b) Lots and buildings shall be regulated according to the Building Type, Lot Occupation, Building placement, Building Height, Private Frontage, use, parking spaces, parking placement, landscaping and signage Standards.
- (c) Regulatory terminology related to private lots used in this Section is diagrammed for illustrative purposes only.

### SECTION 2.2 PERMITTING REQUIREMENTS

- (a) Building or Construction permits shall not be issued for development or redevelopment of private lots prior to the approval of a Building or Site Plan drawn to scale with the following details:
  - (1) For preliminary Site and Building plan approval:
    - A. See B3 Technical Manual for Site Plan Review requirements.
    - B. See the Bastrop Development Manual for review timeline and Site Plan Checklists.
  - (2) Individual home applications in Single Family Development Types shall be exempt from the Site Plan process.
  - (3) Building and Site Plans submitted under this Code shall be prepared by the Applicant and shall be submitted for Administrative Approval once all Code Standards are met.
  - (4) Developer may build streets and house foundations concurrently (i.e., prairie building)

### SECTION 2.3 GENERAL LOT STANDARDS

#### SEC. 2.3.001 LOT DIMENSIONS

- (a) Lot width is measured between the side Lot lines at the Street Setback line.
- (b) Lots may have multiple Frontages as illustrated on Table 6.1. One Frontage Line is designated the Primary Frontage Line and all remaining Frontage Lines are designated as Secondary Frontage Lines.
- (c) Minimum lot width or minimum Primary Frontage Line shall be forty (40) feet within the P5

Place Type.

(d) Lots shall be divided into regulatory Layers as illustrated on Table 6.1 Standards for the second and third Layers pertain only to the Primary Frontage. Standards for the First Layer pertain to both Frontages.

(1) The First Layer is the area of a Lot from the Frontage Line to the Facade of the Principal Building.

(2) The Second Layer is the area of the Lot set behind the First Layer to a depth of 20 feet in all Development Types.

(3) The Third Layer is the area of a Lot set behind the Second Layer and extending to the rear Lot Line.

A. The location of the Build-to-Line, on Infill properties, is established on Section 2.5.003 Building Standards per Development Type.

(e) All buildings and Structures must be located at or behind the side or rear International Residential Code (IRC) or International Building Code (IBC) separation line and must comply with the following lot setbacks:

- (1) \*Five feet (5') Sideyard Setback
- (2) Ten feet (10') Rearyard Setback

\*Eaves, overhangs and mechanical appurtenances may extend beyond the 5' sideyard setback plane when comply for fire rated construction.

**SEC. 2.3.002 LOT LAYERS & FRONTAGE LINES**

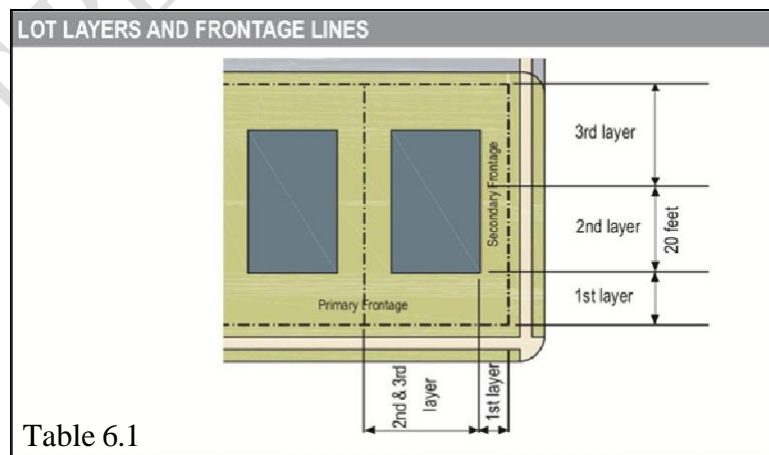


Table 6.1

**SEC. 2.3.003 BUILDING PLACEMENT**

(a) Principal buildings shall be positioned on a Lot in accordance with Section 6.5.003 Building Standards per Development Type.

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

### **SEC. 2.3.005 BUILDING SEPARATION**

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

### **SEC. 2.3.006 DRIVEWAY LOCATIONS**

- (a) Driveways:
  - (1) Driveways shall be located as far from the adjacent public Street intersection as practical to achieve maximum available corner clearance, with consideration of property limits, adjacent Curb cuts, topography, and existing Drainage facilities. Driveways may intersect a Street no closer than twenty (20) feet from the intersection of 2 Street rights- of- way in Single Family Development Type, and forty (40) feet in Core Development Type (P5).
  - (2) Mid-Block lots greater than 40 feet (40') in width at the Frontage are allowed one Driveway with a maximum width of 24 feet (24') for two-way and 12 feet (12') for one-way driveways.
  - (3) In Core Development Type, driveways accessing up to 80 feet wide of Street right-of-way must be spaced 200 feet apart centerline to centerline, and driveways accessing more than an 80 foot (80') wide Street right-of-way must be spaced 300 feet (300') apart centerline to centerline.
  - (4) Nothing in this section shall prevent all Site access to any property.

**SEC. 2.3.007 PARKING**

- (a) Residential garage access is permitted from the Public Street and from private drive aisles or driveways.
- (b) Residential garage front facades must begin a minimum of 5 ft behind the front of the house.
- (c) Parking spaces provided internal to a Lot shall be located within the First Layer or as permitted by the Parking Location Table (Section 2.5.001, herein).

**SEC. 2.3.008 CROSS ACCESS CONNECTIONS**

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

**SEC. 2.3.009 LOT OCCUPATION**

- (a) In Residential Development Type (P3 and P4), three buildings may be built on each Lot, one Principal Building and two Accessory Units or Accessory Dwelling Units as generally illustrated on Section 2.4 Lot Structure Description & Diagram.
- (b) Lot coverage by buildings (i.e. impervious surface requirements) are specified in Section 2.5.003.
- (c) For building height see standard by Development Type. If the building height is undefined in this document see the International Residential Code/International Building Code as adopted by the City of Bastrop.
- (d) Stories may not exceed 14 feet (14') in height from finished floor to finished ceiling, except for a first floor Commercial Building, which shall be a minimum of 11 feet (11') with a maximum of 25 feet (25').

- (e) In the 100-year Floodplain, a first level Residential or lodging shall be raised a minimum of 2 foot (2') from the Base Flood Elevation.

**SEC. 2.3.010 PRIVATE FRONTAGE**

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

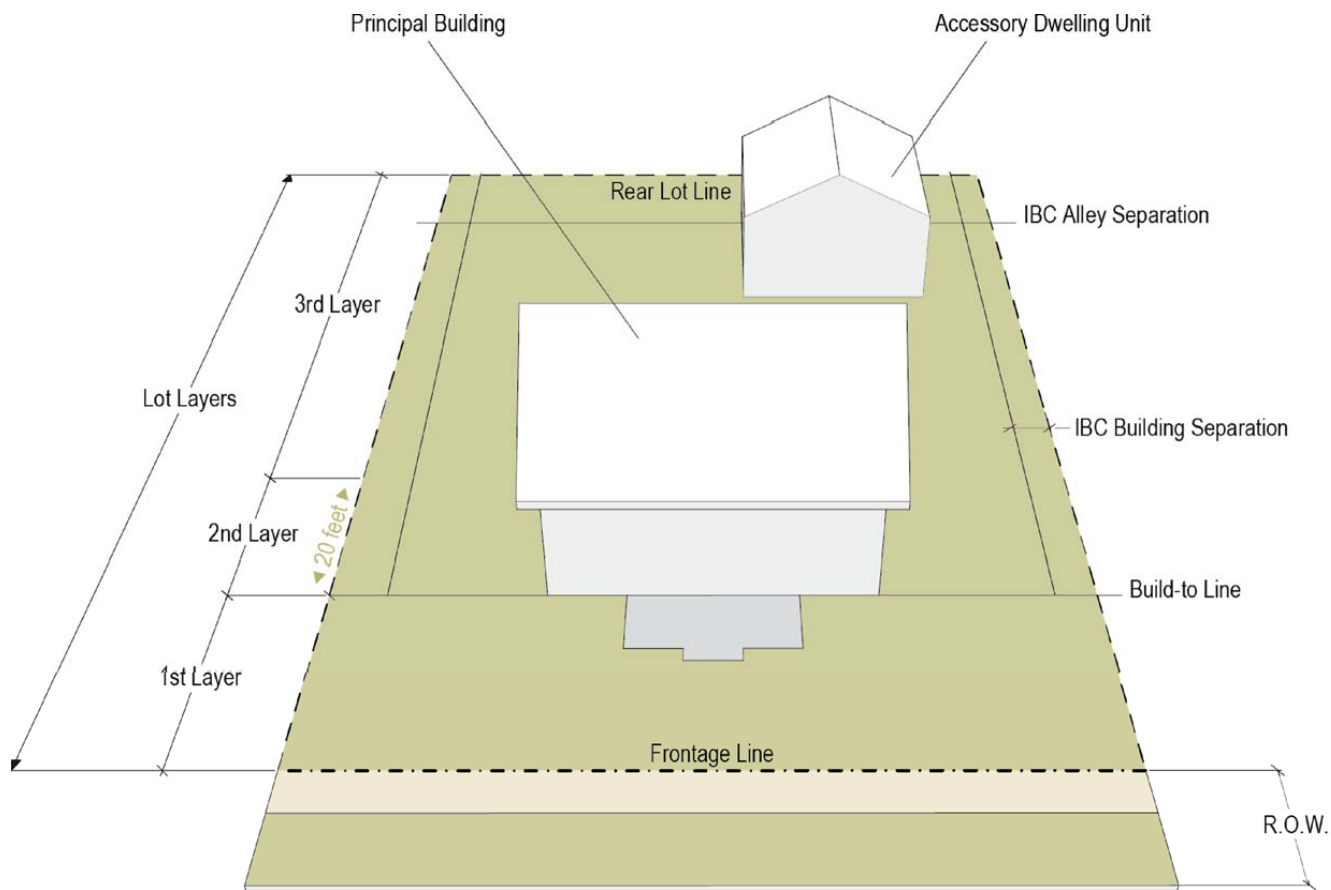
**SECTION 2.4 LOT STRUCTURE DESCRIPTION & DIAGRAM**

<b>BUILDINGS</b>	
Principal Building	The main Building on a Lot.
Accessory Structures	A secondary Building usually located toward the rear of the same Lot as a Principal Building such as a garage, carport, or workshop and may include a dwelling unit, but no more than two per lot.
<b>LOT LAYERS</b>	
First Layer	The area of a Lot from the Frontage Line to the Facade of the Principal Building.
Second Layer	The area of a Lot set behind the First Layer to a depth of 20 feet (20') in all Development Types.
Third Layer	The area of a Lot set behind the Second Layer and extending to the rear Lot Line.
<b>LOT</b>	

Build-to-Line	The minimum percentage of the front Building Façade that must be located within the First Layer.
Lot Width	The length of the Principal Frontage Line of a Lot.
Frontage Line	Where the Property Line meets R.O.W.
Rear Lot Line	Where the Property Line meets an adjoining side/rear Property Line.

DRAFT PENDING REVISIONS

# LOT STRUCTURE DIAGRAM



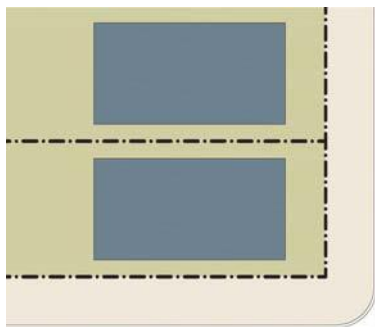
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## SECTION 2.5 BUILDING TYPES

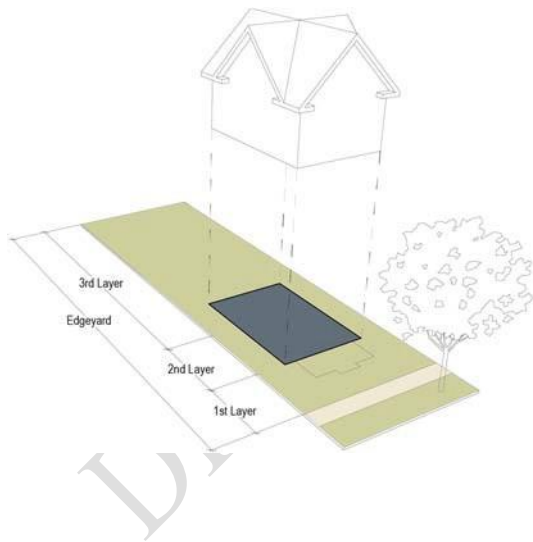
### (a) EDGEYARD

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

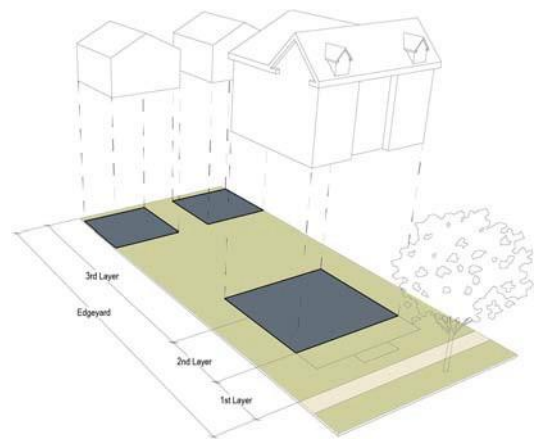
Variants: House, Duplex, Triplex, Fourplex



**GENERAL PLACEMENT**



**HOUSE**



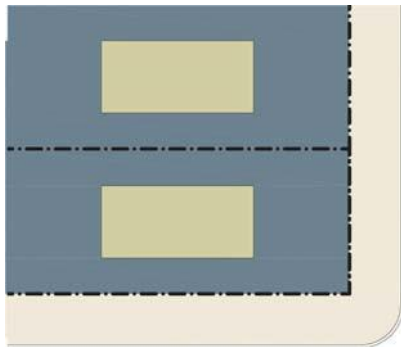
**DUPLEX, TRIPLEX, FOURPLEX**



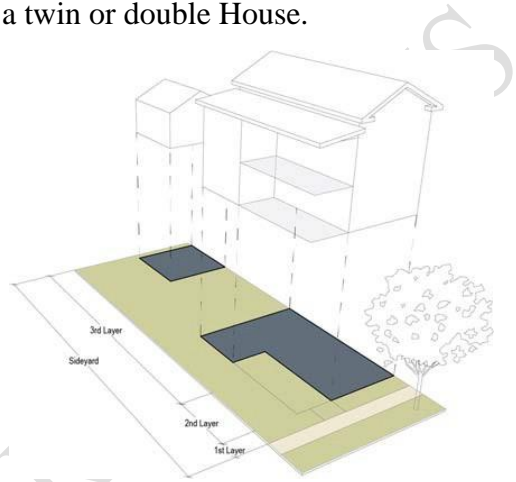
**(b) SIDEYARD**

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

Variants: Sideyard House



**GENERAL PLACEMENT**

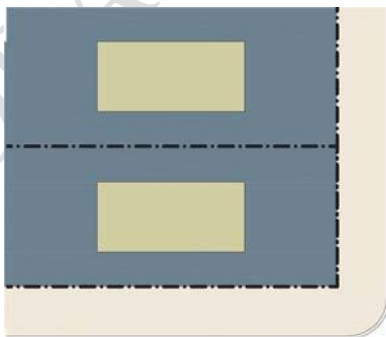


**SIDEYARD**

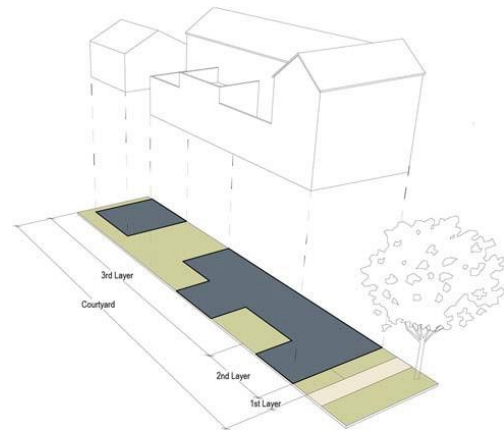
**(c) COURTYARD**

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

Variants: Courtyard House, Courtyard Apartment Building



**GENERAL PLACEMENT**

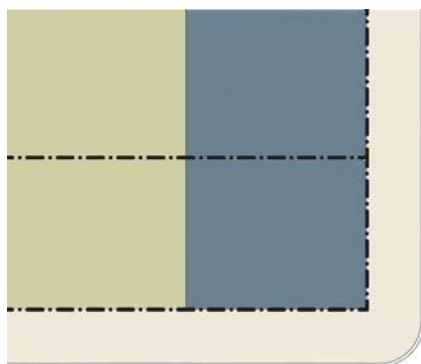


**COURTYARD HOUSE**

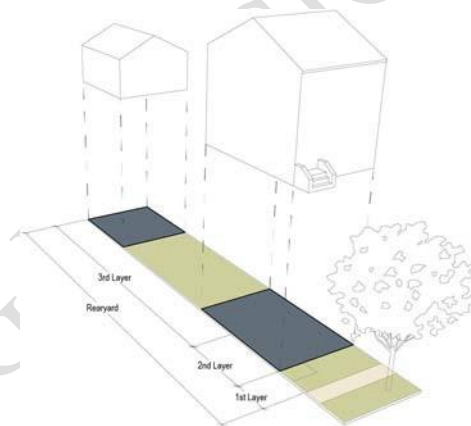
**(d) REARYARD**

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

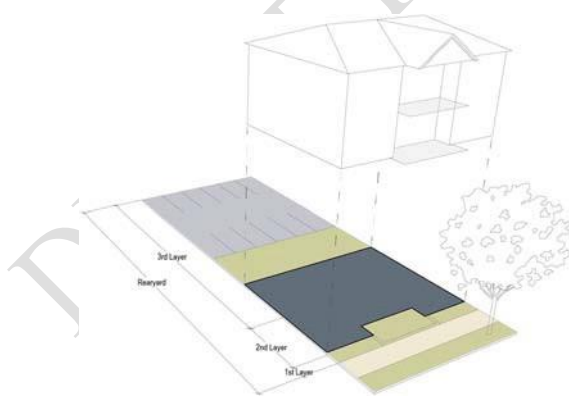
Variants: Rowhouse (including Townhouse), Apartment Building (5+ Units), Commercial Building, Live-Work Building, Mixed-Use Building,



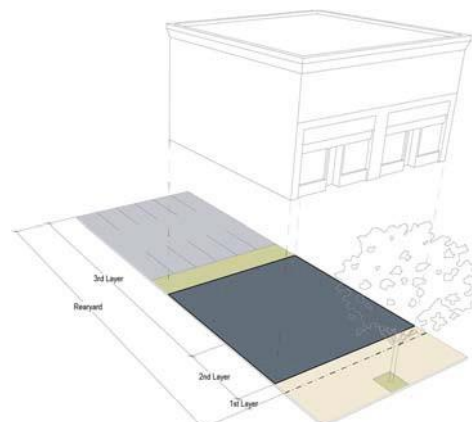
**GENERAL PLACEMENT**



**ROWHOUSE**



**APARTMENT BUILDING**



**COMMERCIAL BUILDING**

**SEC 2.5.001 PERMITTED BUILDING TYPES PER DEVELOPMENT TYPE**

<b>BUILDING TYPES – SEC. 6.5</b>				
	<b>OPEN SPACE (BASE P1)</b>	<b>Residential (BASE P3)</b>	<b>Mix (BASE P4)</b>	<b>CORE (BASE P5)</b>
<b>REARYARD</b>				
COMMERCIAL	NA	NP	NP	NP
APARTMENT	NA	NP	P	P
ROWHOUSE	NA	NP	P	P
<b>SIDEYARD</b>				
SIDEYARD	NA	NP	P	P
<b>COURTYARD</b>				
COURTYARD HOUSE	NA	P	P	P
COURTYARD APT BLDG	NA	NP	P	P
<b>EDGEYARD</b>				
RANCH HOUSE, VILLA	NA	P	NP	NP
HOUSE	NA	P	P	NP
DUPLEX	NA	P	P	NP
TRIPLEX, FOURPLEX	NA	NP	P	NP

**ENCROACHMENT TYPES –  
SEC. 6.5.002**

	<b>OPEN SPACE (BASE P1)</b>	<b>Residential (BA SE P3)</b>	<b>Mix (BASE P4)</b>	<b>CORE (BASE P5)</b>
PORCH	NA	P	P	NP
DOORYARD	NA	NP	P	P
TERRACE	NA	NP	P	P
STOOP	NA	NP	P	P
LIGHTWELL	NA	NP	P	P
GALLERY	NA	NP	P	P
ARCADE	NA	NP	NP	P

**LOT OCCUPATION –  
SEC. 6.3.008**

	<b>OPEN SPACE (BASE P1)</b>	<b>Residential (BASE P3)</b>	<b>MIX (BASE P4)</b>	<b>CORE (BASE P5)</b>
LOT COVERAGE	10% max	70% max	70% max	80% max
BUILDING FRONTAGE AT BUILD- TO-LINE	NA	40% min	60% min	60% min.
BUILD-TO-LINE	NA	10 ft – 25 ft	5 ft – 15ft	2ft – 25 ft

**BUILDING HEIGHT IN STORIES -  
SEC. 6.5.003**

	<b>OPEN SPACE (BASE P1)</b>	<b>Residential (BASE P3)</b>	<b>Mix (BASE P4)</b>	<b>CORE (BASE P5)</b>
PRINCIPAL BUILDING	NA	3 max	3 max	5 max
ACCESSORY DWELLING UNIT	NA	2 max	2 max	2 max

**FIRST LAYER ENCROACHMENTS -  
SEC. 6.5.002**

	<b>OPEN SPACE (BASE P1)</b>	<b>Residential (BASE P3)</b>	<b>Mix (BASE P4)</b>	<b>CORE (BASE P5)</b>
OPEN PORCH	NA	50% max	80% max	80% max
BALCONY AND/OR BAY WINDOW	NA	25% max	50% max	50% max
STOOP, LIGHTWELL, TERRACE OR DOORYARD	NA	NP	100% max	100% max

**PARKING LOCATION -  
SEC. 6.3.006**

	<b>OPEN SPACE (BASE P1)</b>	<b>Residential (BASE P3)</b>	<b>Mix (BASE P4)</b>	<b>CORE (BASE P5)</b>
FIRST LAYER	P	P	P	P
SECOND LAYER	P	NP	NP	NP
THIRD LAYER	P	P	P	P

**RESIDENTIAL GARAGE FRONT FACADE**

FIRST LAYER	P	P	P	P
SECOND LAYER	NA	NP	NP	NP
THIRD LAYER	NA	P	P	P

**SIGNAGE –  
CHAPTER 8**

AWNINGS & SIGNS	NP	NP	P	P
BAND SIGNS	NP	NP	P	P
BLADE SIGNS	NP	NP	P	P
MARQUEE SIGNS	NP	NP	NP	P
NAME PLATE SIGNS	NP	NP	P	P
OUTDOOR DISPLAY CASE	P	NP	P	P
SIDEWALK SIGNS	P	NP	P	P
WINDOW SIGNS	NP	NP	P	P
YARD SIGNS	P	NP	P	P
MONUMENT SIGN	P	P	P	P
<b>PUBLIC LIGHTING TYPES – SEC. 7.5.005</b>				
COBRA HEAD	NP	NP	NP	NP
PIPE	P	P	P	P
POST	P	P	P	P
COLUMN	P	P	P	P
DOUBLE COLUMN	P	P	P	P

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**SEC 2.5.002 PERMITTED ENCROACHMENTS PER DEVELOPMENT TYPE**

Street trees, landscaping and irrigation in the ROW is permitted. Such improvements must be maintained by the Developer, Owners Association or District.

	Private Realm	Public Realm	P1	P3	P4	P5	DESCRIPTION
PORCH			NA	P	P	NP	A roof covered raised platform
DOORYARD			NA	NP	P	P	An elevated front yard extending to the Frontage Line, buffering it from Pedestrian activity of the Sidewalk.
TERRACE			NA	NP	P	P	An elevated, paved patio or veranda at the entrance to a Building. This type is suitable for first floor Commercial Uses
STOOP			NA	NP	P	P	An exterior stair and landing leading to an elevated first Story of a Building.

	Private	Public	P1	P3	P4	P5	DESCRIPTION
LIGHTWELL			NA	NP	P	P	An Exterior stair and landing leading to a below grade Story of a Building.
GALLERY			NA	NP	P	P	An attached cantilevered shed or a lightweight colonnade extending from a building Façade to overlap the sidewalk.
ARCADE			NA	NP	NP	NP	Colonnade supported upper stories of a Building projecting over the Sidewalk, where the Façade of the first Story remains or behind the Frontage Line.

P=PERMITTED NP=NOT PERMITTED

DRAFT PENN

## CHAPTER 3: IRONWOOD PUBLIC REALM DEVELOPMENT STANDARDS

### SECTION 3.1 STREETS & PUBLIC REALM

#### SEC. 3.1.001 GENERAL

- (a) Development located within the Ironwood Development shall be subject to the requirements of this Section.
- (b) Street Arrangement: The Ironwood Transportation Plan establishes the foundation for the Mandatory Street Network. All Streets shall be continuous or in alignment with existing Streets unless variations are deemed advisable due to topography and requirements of traffic circulation.
- (c) Street Design: To assure adequate and proper Streets, a soils evaluation report by a licensed Engineer shall be required. This report shall be submitted with the plans and specifications for Street improvements. Generally, all Streets shall be surfaced with one of the surfaces indicated below with Curb and gutter as set forth in and built according to the current City of Bastrop Construction Standards Manual and Details.
- (d) Street Widths: Avenue Roads shall have a minimum dedicated right-of-way of 80 feet with a divided median and two-way street each with a minimum paving width Curb to Curb of 19 feet. Connector Streets used to primarily serve neighborhoods shall have a minimum dedicated right-of-way of 60 feet and a minimum (paving) width Curb to Curb of 30 feet. Neighborhood and Local Streets shall have a minimum dedicated right-of-way of 50 feet with a minimum paving width Curb to Curb of 28 feet. Private Streets (e.g., those serving designated Townhome areas) may have other dimensions.
- (e) Intersections:
- (1) All Streets, major, neighborhood connector must intersect at an angle no less than 80 degrees or greater than 100 degrees. Unless existing Site constraints will not allow for this alignment.
  - (2) Curbs at acute angle intersections, shall have 25 foot (25') radii at acute corners.
  - (3) Each new Street intersection with, or extending to meet, an existing Street, shall be tied to the existing Street on center line.
  - (4) Minimum Curb radius at intersections:
    - A. Avenue Roadway - 20 foot (20')
    - B. Local Connector - 15 foot (15')
    - C. Neighborhood Street - 10 foot (10')



## (f) Cul-De-Sac:

- (1) Dead-end Streets must be avoided unless approved due to geographically sensitive areas, topography, railroad tracks, or another physical barrier.
  - (2) Dead-end Streets may be platted where the land being divided adjoins property not being divided, in which case the Streets shall be carried to the boundaries thereof. Streets designed to be permanently dead-end shall not be longer than 500 feet and shall be provided at the closed end with a paved cul-de-sac at least 80 feet in diameter.
  - (3) Temporary turnarounds are to be used at the end of a Street more than 300 feet long that will be extended in the future.
- (g) Street Names: New Streets shall be named to provide continuity of name with existing Streets and to prevent conflict with identical or similar names in other parts of the City, as determined by the 911 coordinator for the County.
- (h) Private Streets: Private Streets are permitted provided that they are maintained in accordance with Section 8.01 of the Ironwood Development Agreement.
- (i) Street Signs: Street Signs are required at all intersections. Signs will meet current City or County Sign Standards or match the existing Street Signs of the adjacent joining Streets.

**SECTION 3.2 NEW STREETS****SEC. 3.2.001 STREET RIGHT-OF-WAY WIDTH**

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

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

- (a) Face of Curb. All measurements of parking spaces and lane widths are taken from the Face of

Curb and are inclusive of the gutter.

- (b) Pavement Markings. All measurements of parking spaces and lane widths are made to the center of pavement markings.

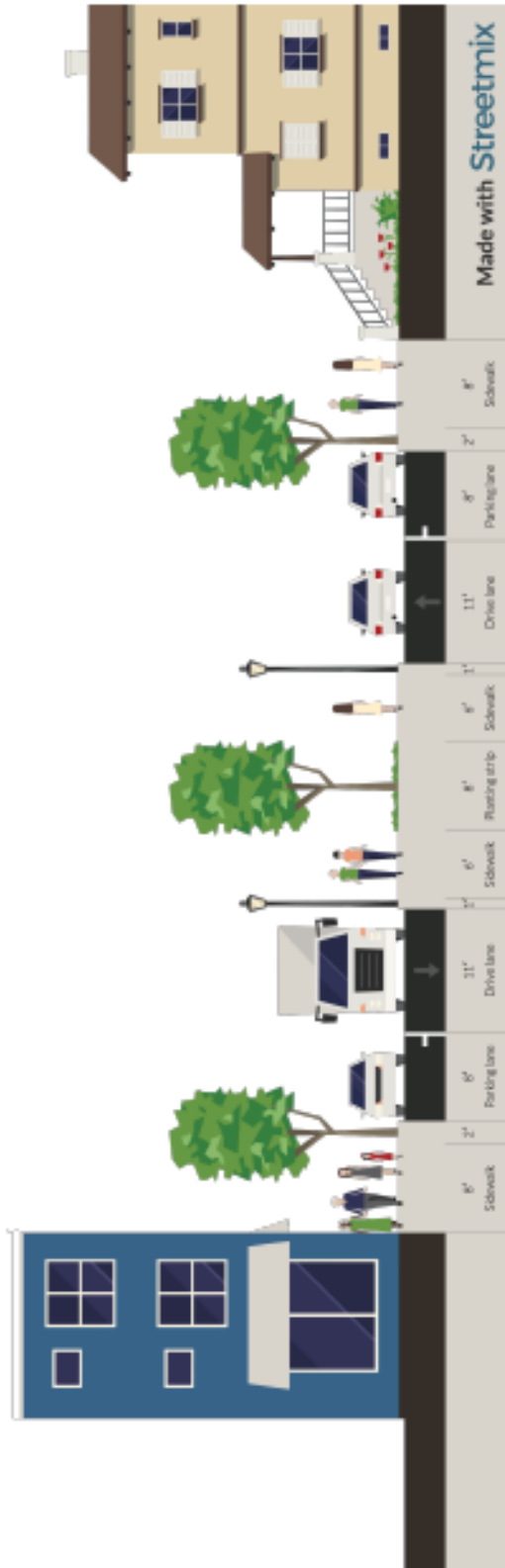
### SECTION 3.3 STREET TYPES

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

- (a) The Street Types are separated into three categories:
- (1) Primary Multimodal Street: Avenue (80' R.O.W.) - provide a higher degree of mobility than most of the grid network by serving travel between major destinations or activity centers, as well as providing local cross-City route alternatives to the major highway routes.
  - (2) Connector Street (60' R.O.W.) – provide a higher degree of direct access to abutting property. These Streets should be designed as walkable, low-speed Streets, that connect different Development Types and neighborhoods together, these will be considered in compliance with this Section by following the requirements established in Section 3.3.002.
  - (3) Neighborhood Street A (50' R.O.W.) – provide local access to rural areas primarily characterized by large Lot scale developments or Open Space. Due to environmental protections, rolling terrain, and low- density Development context, a rural cross section and design elements are recommended.

**SEC. 3.3.001 PRIMARY MULTIMODAL STREET: AVENUE**

**SEC. 7.3.002 PRIMARY MULTIMODAL STREET: AVENUE**

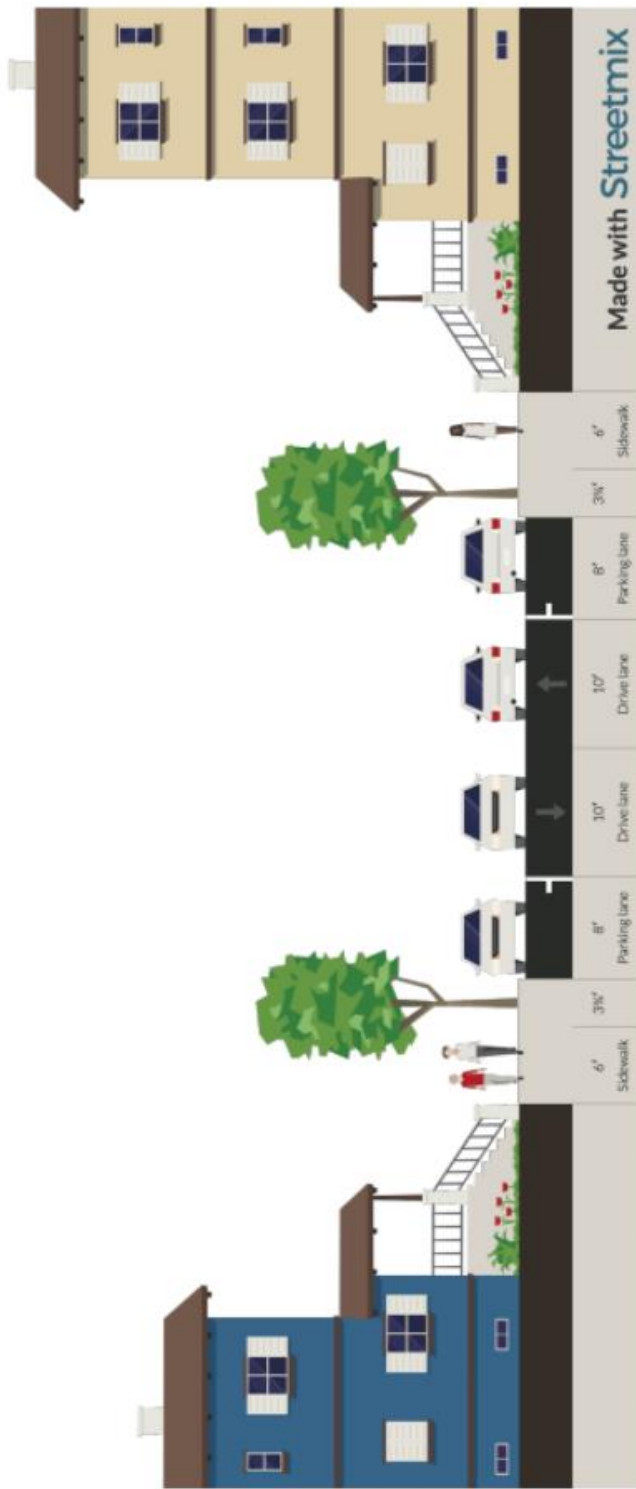


<b>Street Type:</b>	Two-way Street with Parking	<b>Planter Type:</b>	Continuous planter
<b>Right-of-Way Width:</b>	80 feet	<b>Curb Type:</b>	Standard 6-inch Curb
<b>Pavement Width</b>	36 feet	<b>Landscape Type:</b>	Trees at 30 feet O.C. average
<b>Design Speed:</b>	30 MPH	<b>Frontage Line Setback:</b>	See B <sup>3</sup> Code Sec. 6.5.003
<b>Traffic Lanes:</b>	Two lanes at 11 feet each	<b>Private Frontage Allowed:</b>	See B <sup>3</sup> Code Sec. 6.5.002
<b>Parking Lanes</b>	Both sides parallel at 8 feet, marked	<b>Street Lights:</b>	Shielded Post and Column type
<b>Curb Radius</b>	10 feet	<b>Place Type</b>	P3, P4, P5
<b>Walkway Type</b>	6-15 feet Sidewalk	<b>Building Types Allowed</b>	See B <sup>3</sup> Code Article 6.5



SEC. 7.3.004 LOCAL CONNECTOR STREET: CONNECTOR

SEC. 3.3.002 CONNECTOR STREET

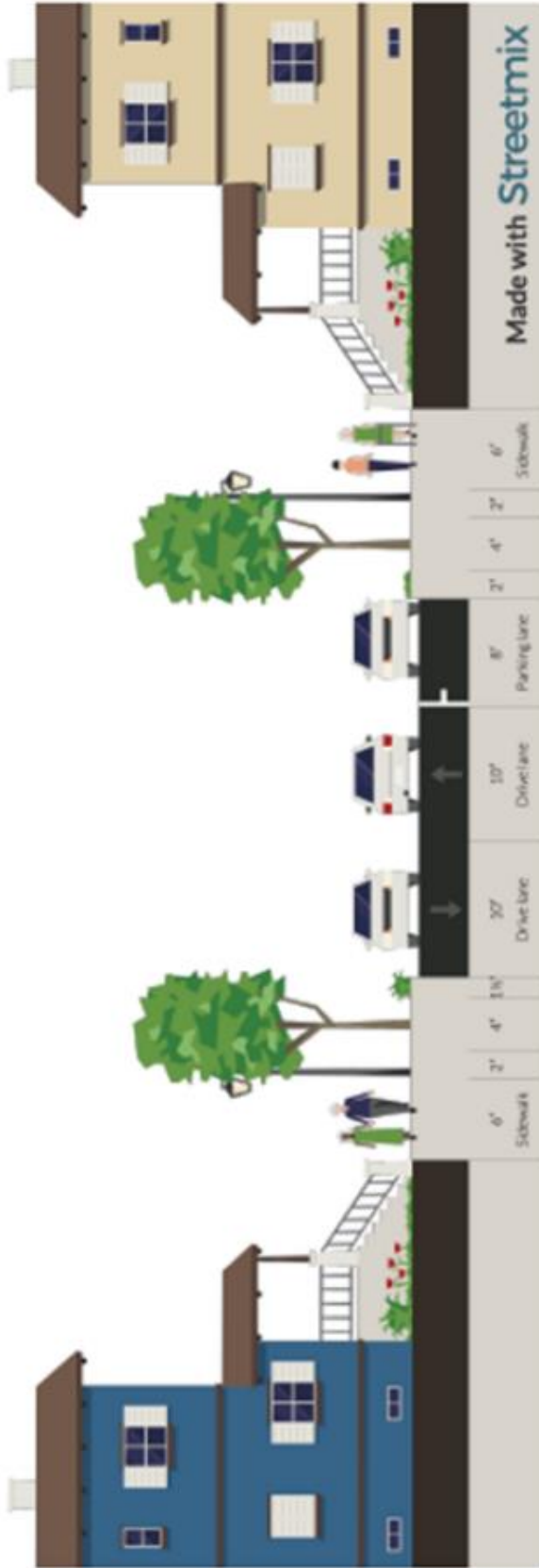


<b>Street Type:</b>	Two-way Street with parking	<b>Planter Type:</b>	Continuous planter
<b>Right-of-Way Width:</b>	60 feet	<b>Curb Type:</b>	Standard 6-inch Curb
<b>Pavement Width</b>	36 feet	<b>Landscape Type:</b>	Trees at 30 feet O.C. average
<b>Design Speed:</b>	25 MPH	<b>Building Types Allowed:</b>	See B <sup>3</sup> Code Article 6.5
<b>Traffic Lanes:</b>	Two lanes at 10 feet each	<b>Frontage Line Setback:</b>	See B <sup>3</sup> Code Sec. 6.5.003
<b>Parking Lanes</b>	Both sides parallel at 8 feet, marked	<b>Private Frontage Allowed:</b>	See B <sup>3</sup> Code Sec. 6.5.002
<b>Curb Radius</b>	15 feet	<b>Street Lights:</b>	Shielded Post and Column type
<b>Walkway Type</b>	6-foot Sidewalk	<b>Place Types:</b>	P3, P4, P5



SEC. 3.3.003 NEIGHBORHOOD STREET “A”

SEC. 7.3.005 LOCAL CONNECTOR STREET: NEIGHBORHOOD STREET A



<b>Street Type:</b>	Two-way Street with parking	<b>Planter Type:</b>	Continuous planter
<b>Right-of-Way Width:</b>	50 feet	<b>Curb Type:</b>	Standard 6-inch Curb
<b>Pavement Width:</b>	28 feet	<b>Landscape Type:</b>	Trees at 30 feet O.C. average
<b>Design Speed:</b>	20 MPH	<b>Building Types Allowed:</b>	See B <sup>3</sup> Code Article 6.5
<b>Traffic Lanes:</b>	Two lanes	<b>Frontage Line Setback:</b>	See B <sup>3</sup> Code Sec. 6.5.003
<b>Parking Lanes:</b>	One side at 8 feet, marked	<b>Private Frontage Allowed:</b>	See B <sup>3</sup> Code Sec. 6.5.002
<b>Curb Radius:</b>	15 feet	<b>Street Lights:</b>	Shielded Post and Column type
<b>Walkway Type:</b>	6-foot Sidewalk	<b>Place Types:</b>	P3, P4

### SEC. 3.3.004 IRONWOOD MASTER TRANSPORTATION PLAN

Any block that exceeds the maximum length of the B3 code will be bifurcated with a pedestrian pathway.





### SEC. 3.3.005 COMPLIANCE WITH THE IRONWOOD MASTER TRANSPORTATION PLAN

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

### SEC. 3.3.006 PUBLIC FRONTAGE STANDARDS

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

**SEC 3.3.007 TRAFFIC & MITIGATION**

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



**SECTION 3.4 ALLOCATION & STRUCTURE OF BLOCKS**

**SEC. 3.4.001 BLOCKS**

- (a) The Ironwood Master Transportation Plan provides the basic framework for the Block configurations. The internal Street Network shall be structured to define blocks with the following maximum Block lengths and Block Perimeters (not including exterior R.O.W. dedication):

**IRONWOOD DEVELOPMENT STANDARD TABLES**

	<b>OPEN SPACE (BASE P1)</b>	<b>SF (BASE P3)</b>	<b>Mix (BASE P4)</b>	<b>CORE (BASE P5)</b>
BLOCK LENGTH MAX	720 FT	720 FT <sup>1</sup>	720 FT <sup>1</sup>	720 FT <sup>1</sup>
DOUBLE LOADED BLOCK PERIMETER MAX.	2,880 FT	1440 FT <sup>1</sup>	1440 FT <sup>1</sup>	1440 FT <sup>1</sup>
SINGLE LOADED BLOCK PERIMETER MAX.	2,880 FT	1320 FT <sup>1</sup>	1320 FT <sup>1</sup>	1320 FT <sup>1</sup>
AVENUE	P	P	P	P
CONNECTOR	P	P	P	P
NEIGHBORHOOD STREET A	P	P	P	P

<sup>1</sup> Block lengths and block perimeters may exceed the maximums so long as the block is equipped with a twenty feet (20') wide open space with a publicly accessible pedestrian walkway

- (b) Blocks adjacent to undeveloped land, areas unsuitable for Development, or pre-existing incomplete blocks may be exempt from Block Face length and Block perimeter requirements by Warrant.
- (c) Blocks with more than one Development Type designation shall use the most intense designation to inform the Block Face length and Block Perimeter.

**SECTION 3.5 PARK REQUIREMENT CRITERIA**

Below is the Conceptual Park Plan for the entire development and what follows are initial draft concepts for the Amenity Center and ball fields.

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**LEGEND**

- PUBLIC PARK/OPEN SPACE (74.5 ac.)
- 6' SIDEWALKS
- 5' BIKE LANES
- 10' SIDEWALKS
- PEDESTRIAN SHEDS (1,320' RADIUS)
- PEDESTRIAN TRAILS (2,782 L.F.)

Scale: 1" = 800'  
 North  
 Date: May 25, 2022

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

SEC Planning, LLC  
 Land Planning • Landscape Architecture • Community Planning  
 SUITE 200  
 1000 W. BASTROP  
 BASTROP, TEXAS 77817

**IRONWOOD**  
 BASTROP, TEXAS

BASED UPON THE 2018 AERIAL PHOTOGRAPHY PROVIDED BY THE CLIENT. THIS PLAN IS CONCEPTUAL IN NATURE AND DOES NOT REPRESENT ANY REGULATORY APPROVAL. PLAN IS SUBJECT TO CHANGE.



# RECREATION CENTER ENLARGEMENT SCHEMATIC DESIGN

## LEGEND

- REC CENTER
- PARKING
- LAP POOL
- SPLASH PAD
- OUTDOOR KITCHEN
- PICKLEBALL
- EVENT LAWN
- SOCCER COURT
- GOLF HOLE COURT
- WALKING TRAIL

## SITE

- PARKING - 72 SPACES
- BUILDING - 8,000 SQFT
- LAP POOL - 4,000 SQFT
- SPLASH PAD - 2,000 SQFT
- ACTIVE SPACE - 35,000 SQFT

THIS DRAWING IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE. NO WARRANTIES OR REPRESENTATIONS ARE MADE BY THE ARCHITECT REGARDING THE ACTUAL DESIGN, LOCATION OR CHARACTER OF THIS PLAN ARE INTENDED. THIS PLAN IS NOT FOR PERMIT OR CONSTRUCTION PURPOSES.



IRONWOOD

CLARK CONDON | 7



### SECTION 3.6 WASTEWATER

- (a) Wastewater Lines: The Applicant shall provide all sewer lines necessary to properly serve each Lot of the Development and ensure that existing lines and facilities can adequately serve the proposed Development. Except as otherwise stated in Section 6.05 of the Ironwood Development Agreement, the Applicant shall bear all costs for extending existing City sewer lines and facilities to service the proposed Development. All sewer lines and service connections shall meet the current City of Bastrop Construction Standards. Connection to the City's wastewater collection system shall be permitted regardless of whether the recipient of City sewer service is also a recipient of City of Bastrop water service at the location being connected.
- (b) Septic systems will not be permitted within a standard division of land. Septic systems must comply with the City Utility Standards, permits, and process.
- (c) See the B3 Technical Manual for additional Standards.

### SECTION 3.7 EASEMENTS

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

### SECTION 3.8 SIGNS

- (a) The Ironwood development standards provides a Master Sign Plan. The Master sign Plan

identifies the location, quantity and size of all signs located in the public realm.

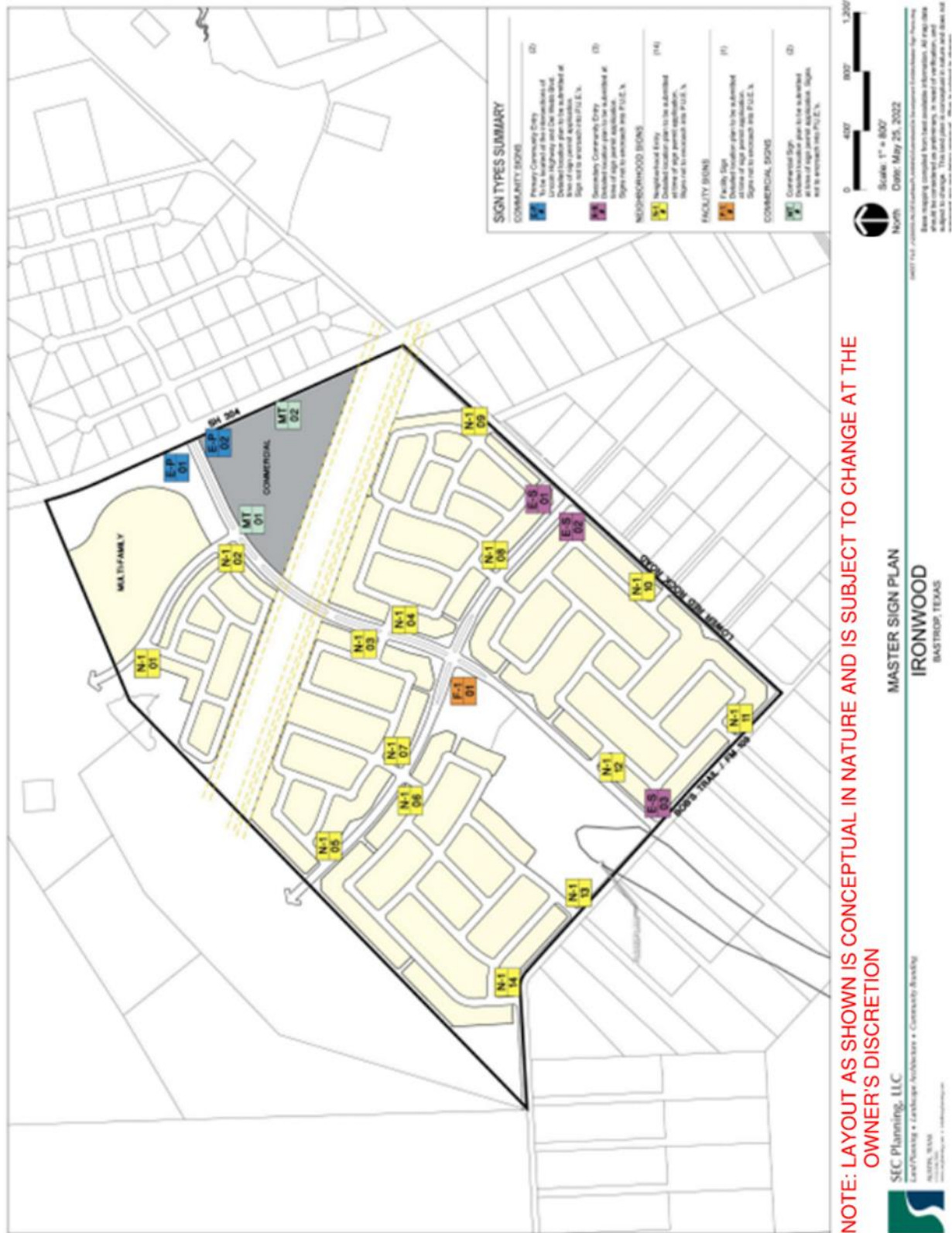
- (1) All signs shall be located outside public rights-of way and public utility easements.
- (2) All signs may be lit, in compliance with the City of Bastrop lighting standards.

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**SEC. 3.8.001 MASTER SIGN PLAN**

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All signage will comply with the signage components of the B3 code.







**SEC. 3.9 TREE MITIGATION**

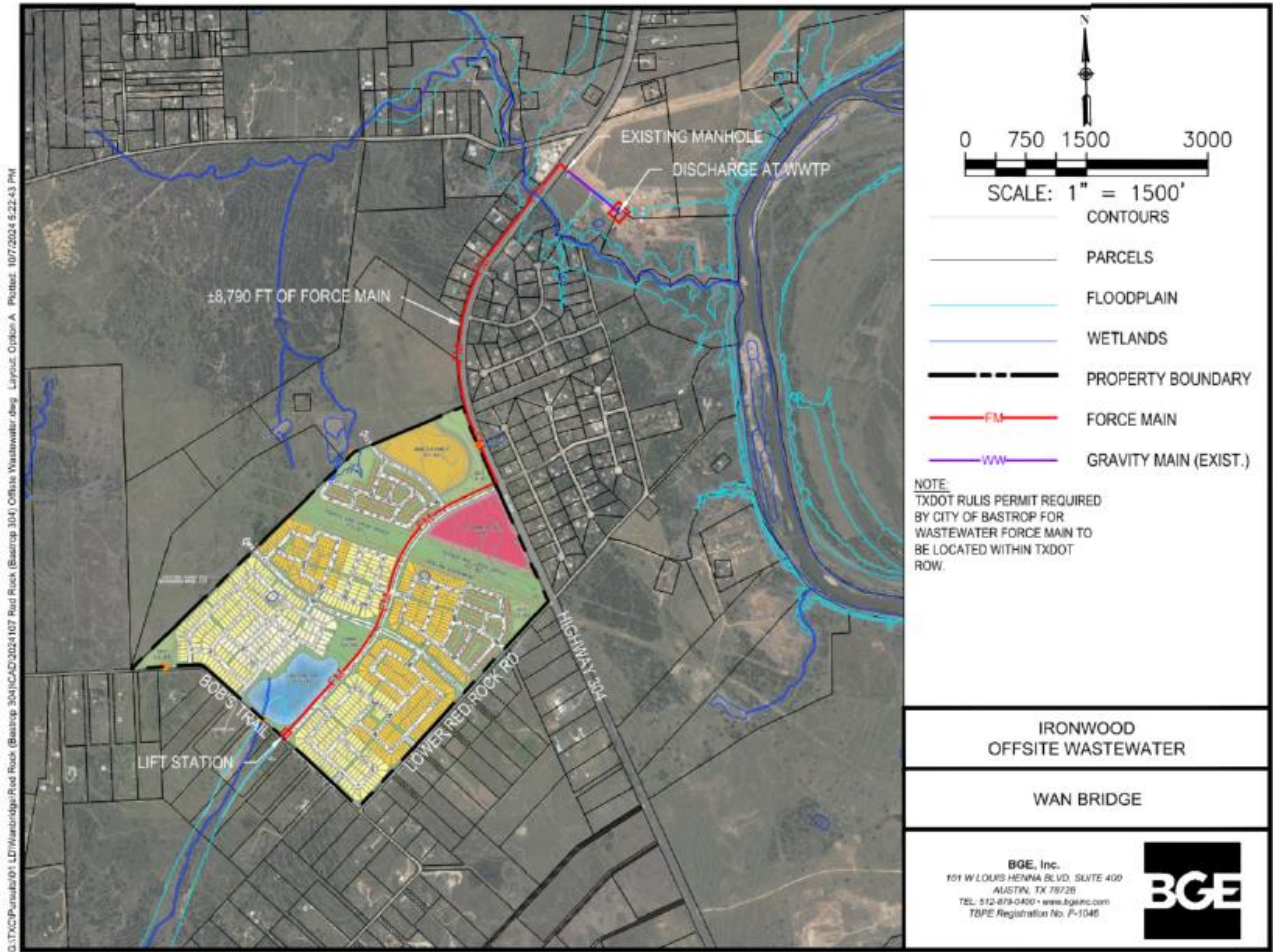
(a) Subject to City of Bastrop Code of Ordinances Appendix A – Fee Schedule, the development fees in-lieu of tree mitigation shall be \$150 per one caliper inch. Two 2-inch trees will be provided for each 703 single-family residential lots and one 2-inch minimum tree will be provided for each 553 townhome units. Therefore, the total credit will be a minimum \$587,700 to go toward fees in-lieu credits for tree mitigation.

**SEC. 3.10 VARIANCES**

#	City of Bastrop Code of Ordinances	Description	Requirement	Requested Variance or Alternative
1	Chapter 10 – Subdivision, Section 4.10.6 All Other Plats	Lapse of plat approval	A preliminary drainage plan must be approved prior to submitting a schematic infrastructure plan. A schematic infrastructure plan must be approved prior to submitting a preliminary plat.	To allow concurrent review of preliminary drainage plan, preliminary infrastructure plan, and preliminary plat.
2	Chapter 10 – Subdivision, Section 5.05.3b – Public Improvement Plan Requirements	Tree survey requirement	Survey of all trees six (6) inches in diameter or larger	Survey of all trees eight (8) inches in diameter or larger

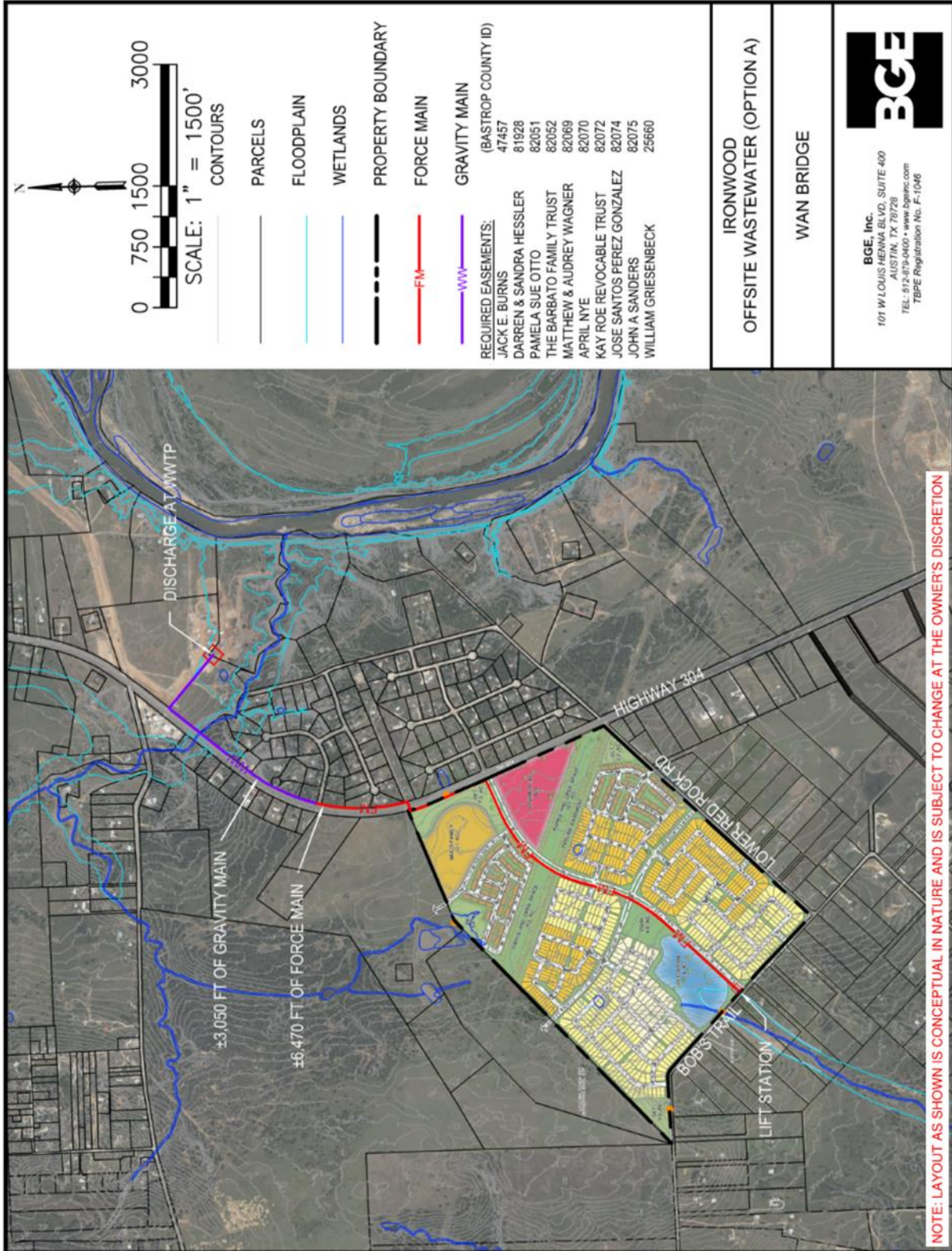
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# EXHIBIT "D" WASTEWATER PLAN



DRAFT





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**EXHIBIT "E"**  
**FORM OF MAINTENANCE BOND**

MAINTENANCE BOND

THE STATE OF TEXAS           §

COUNTY OF BASTROP           §

KNOW ALL BY THESE PRESENTS, that \_\_\_\_\_  
as Principal, whose address is \_\_\_\_\_ and  
\_\_\_\_\_ a Corporation organized under the laws  
of the State of \_\_\_\_\_, and duly authorized to do business in the State of Texas, as Surety, are  
held and firmly bound unto the City of Bastrop, Texas and Bastrop County Municipal Utility District  
No. \_\_\_\_\_ as Obligees, in the penal sum of  
\_\_\_\_\_ Dollars (\$) to  
which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors,  
administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ the Principal entered into a  
contact to construct \_\_\_\_\_ for the \_\_\_\_\_  
\_\_\_\_\_, Texas for the sum of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_) and Principal has constructed \_\_\_\_\_  
\_\_\_\_\_ (*insert description of  
improvements*) (the "improvements") ;

WHEREAS, under the terms of the specifications for said work, the said Principal is required  
to give a bond for 10% of the value of said improvements or \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_), conditioned to guarantee for the period of two (2) years after acceptance of  
the work by the Obligees, against all defects in workmanship and materials which may become  
apparent during said period;

NOW THEREFORE, if the Said Principal shall for a period of two (2) years from and after  
the date of the completion and acceptance of the work by said Obligees replace any and all defects  
arising in said work whether resulting from defective materials or defective workmanship, the above  
obligations shall be void; otherwise remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration  
or addition to the improvements, or the work to the performed thereon, or the plans, specifications or  
drawings accompanying the same, shall in any way affect its obligation on this bond, and it does  
hereby waive notice of any such change, extension of time, alteration or addition to the

improvements, or the work to be performed thereon.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

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

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

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

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

Address:\_\_\_\_\_

Address:\_\_\_\_\_

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

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

The name and address of the Resident Agent of Surety is:

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

(Seal)

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**Exhibit "F"**  
**Form of Consent Resolution**

**CONSENT RESOLUTION**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CONSENTING TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT TO BE KNOWN AS BASTROP COUNTY MUNICIPAL UTILITY DISTRICT NO. \_\_\_**

**WHEREAS,** the City of Bastrop (the "City") has received a Petition for Consent to Creation of a Municipal Utility District and inclusion of the land described in Exhibit A attached hereto (the "Land"); and

**WHEREAS,** the Land is located within the extraterritorial jurisdiction of the City; and

**WHEREAS,** Section 42.042 of the Texas Local Government Code and Section 54.016 of the Texas Water Code provide that land within a city's extraterritorial jurisdiction may not be included within a municipal utility district without the city's consent; and

**WHEREAS,** Chapter 54 of the Texas Water Code authorizes the City to impose certain terms and conditions in connection with granting the City's consent to the creation of the municipal utility district; and

**WHEREAS,** the City desires to grant consent to creation of the municipal utility district and inclusion of the Land in the district pursuant to the terms and conditions provided for in this Resolution.

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

1. That the City Council of the City hereby consents to the creation of the District and inclusion of the Land within the District in accordance with Section 54.016, Texas Water Code, and Section 42.042 of the Texas Local Government Code. The District is authorized to exercise all powers granted to a municipal utility district, or which may hereafter be granted, under the Constitution and laws of the State of Texas, and the Mayor and City Secretary are hereby authorized to execute any documents necessary to effectuate this Resolution.
2. That the City Council of the City further states that it has not relinquished any rights, duties, or powers relating to the inclusion of the District within its extraterritorial jurisdiction and that while

the City consents to the creation of the District, it does not release the area within the District from its extraterritorial jurisdiction.

- 3. The District shall give prior notice to the City of the issuance of any District bonds. Upon request, the District shall furnish to the City a copy of the application submitted by the District to the Texas Commission on Environmental Quality for authorization to issue bonds.
- 4. The purposes for which the District may issue bonds shall be limited to the purposes for which bonds may be issued by a municipal utility district under the Constitution and laws of the State of Texas, including without limitation, the purchase, construction, acquisition, repair, extension and improvement of, land, easements, works, improvements, plants, equipment, appliances, and other facilities which are, or may subsequently be, authorized by the Constitution and the laws of the State of Texas.
- 5. Before the commencement of the construction of any public water, sanitary sewer (to include package treatment plants, if authorized), drainage, and road facilities (if authorized) and related improvements to serve the District (the "Facilities"), the plans and specifications for the construction of said Facilities shall be provided to the City and approval of such plans and specifications shall be obtained from the City prior to construction. Prior to the construction of any Facilities, written notice shall be provided to the City, stating the date that such construction will be commenced. The construction of the Facilities shall be in accordance with the approved plans and specifications. During the progress of the construction and installation of Facilities, the City, or representative thereof, may make on-the-ground inspections. After completion of construction a final copy of all "as-builts" of the Facilities shall be delivered to the City in the form(s) as required by the City.
- 6. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

**DULY RESOLVED** by the City Council of the City of Bastrop, Texas, on this, the \_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
Mayor

**ATTEST:**

**APPROVED AS TO FORM:**



\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
City Attorney

DRAFT PENDING REVISIONS

**Exhibit A**

[Legal Description of the Land to be attached as exhibit to final Consent Resolution]

DRAFT PENDING REVISIONS



# STAFF REPORT

**MEETING DATE:** April 8, 2025

**TITLE:**

Consider and act on Resolution No. R-2025-70, approving a Utility Agreement between the City of Bastrop a Home Rule City and WB Bastrop Land, LLC, A Texas limited liability company, W Land Development Management, a Texas limited liability company; for 289.4 +/- acres of land located within the Mozea Rousseau Survey, Abstract No. 56 in Bastrop County, Texas; west of State Highway 304 and North of Lower Red Rock Road, with a portion of the property being located within the 1-mile Extraterritorial Jurisdiction (ETJ) of the City of Bastrop, and the remainder of the property being located within the Voluntary ETJ of the City of Bastrop, as attached in "Attachment A".

**AGENDA ITEM SUBMITTED BY:**

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

**BACKGROUND/HISTORY:**

Site Address:	West of SH 304 and North of Lower Red Rock Road
Total Acreage:	289.4 +/- acres
Legal Description:	289.4 +/- acres of land located within the Mozea Rousseau Survey, Abstract No. 56 in Bastrop County, Texas
Property Owner:	WB Bastrop Land, LLC
Developer:	W Land Development Management LLC
Agent Contact:	Lisa Clark
Existing Use:	Vacant/Undeveloped
Existing Zoning:	None. Extra-Territorial Jurisdiction (ETJ)/Voluntary ETJ
Adopted Plan:	None.
Future Land Use:	Not Contemplated

The City of Bastrop is currently working on executing a Development Agreement between the City of Bastrop and WB Bastrop Land, LLC, W Land Development Management LLC for the Ironwood Development. Ironwood is a master-planned project that is partially located within the 1-mile Extraterritorial Jurisdiction of the City of Bastrop and partially located within the Voluntary ETJ of the City of Bastrop.

In addition to entering into a Development Agreement with the City, the Developer is requesting for the City to consent to the creation of a Municipal Utility District (MUD) that will be known as Bastrop County MUD No. 5, which will serve the development known as "Ironwood." Once the MUD is created, it will be responsible for constructing specific improvements, structures, and facilities designed to provide water, wastewater, and/or drainage to serve areas within or near the District's boundaries and the boundaries of the City of Bastrop.

Therefore, the Developer and the City have agreed to enter into a Utility Agreement (“Attachment A”) between the City of Bastrop and WB Bastrop Land, LLC, W Land Development Management LLC for the Ironwood Development. The Utility Agreement will address facility construction obligations between the City and the MUD, facility conveyance and maintenance obligations, utility fees, and the plan and specifications review process.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Authorize the City Manager to execute a Utility Agreement for Ironwood Development by approving Resolution No. R-2025-70

**ATTACHMENTS:**

- 1. Resolution No. R-2025-70
- 2. Attachment A – Utility Agreement

RESOLUTION NO. R-2025-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A UTILITY AGREEMENT BETWEEN THE CITY OF BASTROP A HOME RULE CITY AND WB BASTROP LAND, LLC, A TEXAS LIMITED LIABILITY COMPANY, W LAND DEVELOPMENT MANAGEMENT, A TEXAS LIMITED LIABILITY COMPANY; FOR 289.4 +/- ACRES OF LAND LOCATED WITHIN THE MOZEA ROUSSEAU SURVEY, ABSTRACT NO. 56 IN BASTROP COUNTY, TEXAS; WEST OF STATE HIGHWAY 304 AND NORTH OF LOWER RED ROCK ROAD, WITH A PORTION OF THE PROPERTY BEING LOCATED WITHIN THE 1-MILE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF BASTROP, AND THE REMAINDER OF THE PROPERTY BEING LOCATED WITHIN THE VOLUNTARY ETJ OF THE CITY OF BASTROP, AS ATTACHED IN "ATTACHMENT A"; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS,** pursuant to Texas Local Government Code Section 51.001, the City of Bastrop ("City") has general authority to adopt an ordinance, resolution, or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

**WHEREAS,** the Owner owns approximately 289.4 +/- acres of land, located in Bastrop County, Texas, described in the attached "Exhibit A" (the Property); with a portion of the property located within the 1-mile Extraterritorial Jurisdiction (ETJ) of the City of Bastrop, and the remainder of the property is located within the Voluntary ETJ of the City of Bastrop, and not within the ETJ or corporate limits of any other municipality; and

**WHEREAS,** the WB Bastrop Land, LLC, a Texas Limited Liability Company, W Land Development Management (the "Developer") is committing to construct certain improvements, structures, and facilities that will be designed to provide water, wastewater, and/or drainage to serve areas within or near the District's boundaries and the boundaries of the City of Bastrop, Texas (the "City"); and

**WHEREAS,** the Developer and the City have shared responsibilities regarding the long-term maintenance responsibilities for the improvements, structures, and facilities designed to provide water, wastewater, and/or drainage to serve areas within or near the project's boundaries and the boundaries of the

City of Bastrop, Texas (the “City”); and

**WHEREAS,** the Developer desires to annex the entirety of the project, commonly known as Ironwood, into the corporate municipal limits of the City of Bastrop; and

**WHEREAS,** the City and the Developer mutually agree that entering into a Utility Agreement to memorialize the terms of the shared maintenance responsibilities between the Developer and the City will be for the benefit and orderly development of the City; and

**WHEREAS,** the City is authorized to enter into this Agreement pursuant to § 51.001 of the Texas Local Government Code and such other statutes as may be applicable. The City, Landowner, and Developer are proceeding in reliance on the enforceability of this Agreement.

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

**Section 1.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

**Section 2. Execution:** The City Council approves and authorizes the execution of a Utility Agreement between the City of Bastrop, a home rule city, WB Bastrop Land, LLC, Texas limited liability company (“Landowner”), W Land Development Management LLC, a Texas limited liability company (“Developer”) (attached and incorporated herein as Attachment A).

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

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

**Section 5. Effective Date:** This Resolution shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City’s Charter, its Code of Ordinances, and the laws of the State of Texas.

**Section 6. Proper Notice & Meeting:** It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public,

and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, TX, on this, the 8th day of April, 2025.**

**THE CITY OF BASTROP, TEXAS:**

\_\_\_\_\_  
John Kirkland, Mayor Pro-Tem

**ATTEST:**

\_\_\_\_\_  
Victoria Psencik, Assistant City Secretary



**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney  
Denton Navarro Rocha Bernal & Zech, P.C.





WHEREAS, the parties are entering into this Agreement to set forth the terms and conditions regarding the City’s provision of wastewater collection and treatment services for land within the District; and

WHEREAS, this Agreement is entered into under the authority of Texas Local Government Code Section 552.014, as amended, and the applicable provisions of Chapters 49 and 54 of the Texas Water Code;

WHEREAS, the parties understand and agree that this Agreement does not constitute, and shall not be construed as, an “allocation agreement” within the meaning of Texas Water Code Section 54.016(f); and

WHEREAS, the District will acquire for the benefit of, and for ultimate conveyance to, the City, certain Facilities (as defined herein) needed to serve lands being developed within and near the boundaries of the District, and the City will make annual tax revenue rebate payments to the District in consideration of the District’s financing, acquisition, and construction of such facilities; and

WHEREAS, the parties have determined that they are authorized by the Constitution and laws of the State of Texas to enter into this Agreement and have further determined that the terms, provisions, and conditions hereof are mutually fair and advantageous to each; NOW, THEREFORE;

AGREEMENT

For and in consideration of these premises and of the mutual promises, obligations, covenants and benefits herein contained, the parties contract and agree as follows:

ARTICLE I  
DEFINITIONS

The capitalized terms and phrases used in this Agreement shall have the meanings as follows:

“Annual Payments” shall mean the annual payments to be made by the City to the District, as provided in Sections 5.01 and 5.02 hereof.

“Applicable City Code” shall mean the provisions within the City Code, in effect as of the effective date of the Development Agreement, except as expressly identified as inapplicable or as expressly modified, under the terms of the Development Agreement and/or Exhibit C thereto.

“Bonds” shall mean the District’s bonds, notes or other evidences of indebtedness issued from time to time for the purpose of financing the costs of acquiring, constructing, purchasing, operating, repairing, improving or extending the Facilities (or causing the same), whether payable from ad valorem taxes, the proceeds of one or more future bond issues or otherwise, and including any bonds, notes or similar obligations issued to refund such bonds.

“City Code” shall mean the City’s Code of Ordinances in effect as of the Effective Date.

“City Tax Rate” shall mean the City’s ad valorem tax rate for the applicable tax year.

“City Wastewater System” shall mean the sanitary sewer collection, transportation, and treatment facilities and equipment owned and used by the City to collect, transport, and treat Wastewater from the public.

“Developer” shall mean W Land Development Management LLC, a Texas limited liability company, and any successor in interest or assign, to the extent such successor or assign engages in Substantial Development Activities within the Property. Developer shall also include any entity affiliated with, related to, or owned or controlled by W Land Development Management LLC, for purposes of acquiring, owning, or developing property subject to, or that may become subject to, this Agreement.

“Development Agreement” shall mean that certain Ironwood Development Agreement dated as of even date hereof, by and between the City, WB Bastrop Land, LLC, a Texas limited liability company, and W Land Development Management LLC, a Texas limited liability company, as may be amended from time to time.

“District” shall mean Bastrop County Municipal Utility District No. 5 (or the next available numerical designation), a body politic and corporate and a governmental agency of the State of Texas to be organized under the provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 Texas Water Code, as amended, and which includes within its boundaries the approximately 289.413 acres of land described in Exhibit A attached hereto, and any additional land annexed into the District with the consent of the City.

“District Assets” shall mean (i) all rights, title and interests of the District in and to the Facilities; (ii) any Bonds of the District which are authorized but have not been issued by the District; (iii) all rights and powers of the District under any agreements or commitments with any persons or entities pertaining to the financing, construction or operation of all or any portion of the Facilities and/or the operations of the District; and

(iv) all books, records, files, documents, permits, funds and other materials or property of the District.

“District Drainage System” shall mean the stormwater collection, detention, and drainage facilities to be financed, designed, and constructed by, or on behalf of, the District to serve land within the District.

“District Engineer” shall mean BGE, Inc., or its replacement or assignee.

“District Obligations” shall mean (i) all outstanding Bonds of the District, (ii) all other debts, liabilities and obligations of the District to or for the benefit of any persons or entities relating to the financing, construction or operation of all or any portion of the Facilities or the operations of the District, and (iii) all functions performed and services rendered by the District, for and to the owners of property within the District and the customers of the Facilities.

“District Wastewater System” shall mean the sanitary sewer collection and transportation facilities to be financed, designed, and constructed by, or on behalf of, the District to serve land within the District.

“Effective Date” means the effective date of this Agreement, which shall be the date on which this Agreement is executed by the City, the Landowner, and the Developer.

“End-Buyer” shall mean any owner, tenant, user, or occupant of any lot, regardless of proposed use, for which a final plat has been approved by the City and recorded in the real property records.

“Facilities” shall mean and include (i) sanitary sewer collection and transportation and storm water collection facilities constructed or acquired, or to be constructed or acquired by, or on behalf of, the District, to serve lands within the District, including, but not limited to, the District Wastewater System, the District Drainage System, and the Offsite Wastewater Facilities; and (ii) all improvements, appurtenances, additions, extensions, enlargements or betterments thereto, together with all contract rights, permits, licenses, properties, rights-of-way, easements, sites, and other interests related thereto.

“Impact Fee(s)” shall mean the then-effective water, sewer, and roadway impact fees set and published by the City and, for purposes of this Agreement, shall be limited to the Wastewater Impact Fees.

“LUE” shall mean living unit equivalent and is a measure of the estimated average daily volume used by a single-family residence or its equivalent.

“Offsite Wastewater Facilities” shall mean the offsite Wastewater infrastructure to be designed, financed, and constructed by, or on behalf of, the District in order to connect the District Wastewater System to the City Wastewater System, as generally shown on Exhibit B attached hereto.

“Property” shall mean the approximately 289.413 acres of land described in Exhibit A.

“Substantial Development Activities” means the subdivision of the Property or any portion thereof with the intent to sell to an End-Buyer, and includes, but is not limited to, any platting or construction of water, sewer, and/or drainage facilities or roads.

“TCEQ” shall mean the Texas Commission on Environmental Quality or its successor agency.

“Vertical Improvement” shall mean the construction of a house or building, not including manufactured homes, modular housing, or industrialized buildings covered by Chapters 1201 or 1202 of the Texas Occupations Code.

“Wastewater” shall mean the water-carried wastes, exclusive of ground, surface, and storm waters, normally discharged from the sanitary conveniences of a residential or commercial structure of a domestic nature (not industrial).

“Wastewater Impact Fee” shall mean the then-effective sewer Impact Fee for a 5/8” by 3/4” or 3/4” meter size.

“Wastewater Services” shall mean the services to be provided by the City in receiving, treating, testing, and disposing of Wastewater from the District Wastewater System.

ARTICLE II  
DESCRIPTION, DESIGN, AND  
CONSTRUCTION OF THE FACILITIES

2.01. Facilities. The Facilities shall be designed and constructed in accordance with this Agreement and the Development Agreement, unless otherwise required by state or federal regulation or code. The plans and specifications for the Facilities shall be subject to review and approval of the City in accordance with this Agreement. The District shall design, construct, or extend, or shall cause to be designed, constructed, or extended, the Facilities in such phases or stages as the District, in its sole discretion, from time to time, may determine to be economically feasible. However, the Facilities within any phase shall be constructed and completed at one time so as to allow extensions of said utilities to future phases. Except as otherwise provided in this Agreement the Facilities shall be designed to serve the land within the District, and capacity in the Facilities constructed by or on behalf of the District shall be reserved to serve the land within the District. To the extent that any Facilities are oversized pursuant to Section 2.09, the additional capacity created by such oversizing shall be reserved to the City. Any conveyance or transfer of the Facilities shall not restrict, prohibit, or otherwise affect the District's ability to reimburse the Developer for the cost of such improvements or capacity in improvements constructed or financed by Developer.

2.02. Aqua CCN. The City acknowledges and agrees that the District is within Aqua Water Supply Corporation's ("Aqua") Certificate of Convenience and Necessity No. 10294 ("Water CCN"), and that Aqua will provide wholesale or retail water service to land within the District.

2.03. Required Improvements. In order for the City to provide Wastewater Services, (i) the District Wastewater System, the size and nature of which shall be sufficient to serve the District, as determined by the District Engineer, and (ii) the Offsite Wastewater Facilities, as such improvements are described generally on Exhibit B attached hereto, shall be constructed, by or on behalf of, the District.

2.04. Design and Construction.

(a) The Facilities shall be designed in accordance with sound engineering principles and in compliance with all applicable requirements as set forth in this Agreement. The District Wastewater System and the Offsite Wastewater Facilities, the Road Facilities, and the District Drainage System shall be designed and constructed in accordance with the Applicable City Code. Plans and specifications for the Facilities shall be subject to review and approval by the City, which approval shall not be unreasonably withheld, conditioned, or delayed. The City shall have thirty (30) business days to review plans and specifications and provide its approval or submit written comments to the

District (or Developer on behalf of the District), such approval not to be unreasonably withheld, conditioned, or delayed. If the City provides written comments within the thirty (30) business day period, the plans and specifications will be deemed approved as long as the District (or Developer on behalf of the District) complies with such written comments.

(b) The Facilities shall be installed, construction contracts shall be awarded, and payment and performance bonds obtained all in accordance with the general law for municipal utility districts. In addition to any other construction contract provisions, any construction contract for the Facilities shall include the contractor's one (1) year warranty of work performed under the contract

(c) The City shall have the right to inspect and approve the construction of the Facilities for compliance with the design and construction standards under this Agreement, which approval will not be unreasonably withheld, conditioned, or delayed. The City shall provide the District with a copy of all inspection reports for the Facilities.

2.05. Wastewater Facilities Capacity. The City represents and warrants that, at the execution of this Agreement, the City Wastewater System will have sufficient capacity to serve up to 300 LUEs of Wastewater Service for the Property, and that, upon completion of the District Wastewater System and the Offsite Wastewater Facilities, the City Wastewater System will have sufficient capacity to serve up to 1,350 LUEs of Wastewater Service for the Property (the "Ultimate Capacity Requirement"). The City shall provide the District with its Ultimate Capacity Requirement for Wastewater Services. The City shall at all times manage the capacity in the City Wastewater System so that capacity to serve development within the District is available at the time such improvements are to be connected to the City Wastewater System. In the event that the City Wastewater System does not have sufficient capacity to serve the Ultimate Capacity Requirement, the City agrees to make any necessary improvements to the City Wastewater System to handle the District's Ultimate Capacity Requirement, at no cost to the District, in order to serve the development within the District. The District shall connect to the City Wastewater System at mutually agreed upon location(s) designated on Exhibit B attached hereto.

2.06. Wastewater Connections. The District will pay, or cause to be paid, all design, easement, and construction costs for the District Wastewater System and the Offsite Wastewater Facilities that are required to collect Wastewater within the Property and cause the Wastewater to flow to the City Wastewater System. All Wastewater collected from customers within the District will be delivered through the District Wastewater System to its point of connection with the City Wastewater System. Notwithstanding the foregoing, the City will not allow to be made any connection to the District Wastewater System until, with respect to such connection, the City has inspected the connection.

## 2.07. Impact Fees.

(a) The City agrees that the Developer, and/or their respective successors and assigns, and Landowners, shall not be obligated to pay any impact fees other than Wastewater Impact Fees. Subject to the terms of this Agreement, the City will assess Wastewater Impact Fees for each LUE of wastewater service with such Wastewater Impact Fees becoming due and payable for each Vertical Improvement at the time of obtaining a building permit.

(b) If, at the time of final acceptance of the Offsite Wastewater Facilities by the City, Wastewater Impact Fees to serve the Property remain that have not yet been paid (the "Remaining Impact Fees"), the City shall proportionately reduce (the "Impact Fee Reduction") the amount owed for the Remaining Impact Fees to produce an aggregate reduction equal to all costs incurred by the Developer for the design and construction of the Offsite Wastewater Facilities (the "Offsite Costs"). The Impact Fee Reduction shall be in the amount of the applicable Offsite Costs divided by the number of Remaining Impact Fees. The Impact Fee Reduction shall then be subtracted from each Remaining Impact Fee at the time such Remaining Impact Fees become due under this Agreement and the Developer, or its successors and assigns, shall be deemed to have satisfied such Remaining Impact Fees in full without further obligation to the City. By way of illustration, if the Offsite Costs total \$2,000,000.00, there are 1,350 Remaining Impact Fees, and the then-effective Impact Fee is \$5,089, then the Impact Fee Reduction is equal to \$1,481.48 and payment by the Developer, or its successors and assigns, of \$3,607.52 shall satisfy one Remaining Impact Fee in full.

2.08 Reservation Fees. The City is constructing certain wastewater infrastructure projects, including, without limitation, improvements to Wastewater Treatment Plant No. 3 and appurtenances thereto, in order to provide sufficient wastewater capacity to serve users within the District and other development within the City's service area (the "City Wastewater Improvements").

Within forty-five (45) calendar days of the Effective Date, the District (or the Developer on behalf of the District) shall pay wastewater reservation fees at a rate of \$50.00 per LUE per year (such fee, the "Reservation Rate") to the City in an amount equal to the Reservation Rate multiplied by three hundred (300), and shall be obligated to continue paying such wastewater reservation fees to the City on each January 1 thereafter for any LUEs for which Wastewater Impact Fees have not been paid. Wastewater Reservation Fees shall not be due and payable by the District (or the Developer on behalf of the District) for the remaining 1,050 LUEs until the City has completed the City Wastewater Improvements. Upon completion of the City Wastewater Improvements and provision of notice thereof by the City to the Developer, the District (or the Developer on behalf of the District) shall pay wastewater reservation fees beginning January 1 of the

next calendar year following completion of the City Wastewater Improvements, and each January 1 thereafter, for any LUEs for which wastewater Impact Fees have not been paid. Following completion of the City Wastewater Improvements, the City commits to provide up to 1,350 LUEs of Wastewater Service to serve users within the District.

2.09. Facilities Oversizing. The District shall not be required to oversize the Facilities to serve any areas outside of the Property unless the City provides advance written notice of the need for such oversized Facilities (each, an "Oversized Project") at least thirty (30) days prior to the time that the District (or the Developer on behalf of the District) completes preparation of the design plans and specifications for an applicable phase of the Facilities requested. If the City timely submits its request for an Oversized Project, the City shall be solely responsible for the costs of all oversizing, which costs shall be clearly calculated separate from the costs of sizing the lines for the District's needs, so as to not interfere with any reimbursements which may be due to the Developer for the design and construction of such Facilities; and the City will reimburse the Developer, through a lump sum payment, for the City's pro rata share of the oversized facilities, excluding design and engineering costs, upon completion and City's acceptance of such facilities.

2.10. Letter of Assurance. The City agrees that, from time to time, the City shall, upon request, issue a letter of assurance to the District, purchasers, or prospective purchasers, confirming that the City has sufficient capacity in the City Wastewater System to serve the District. Upon request, the City agrees to issue a letter of assurance to the owner of platted property within the District confirming Wastewater availability for such platted property.

2.11. Easements; Rights of Entry. The Facilities constructed by or on behalf of the District and conveyed to the City shall be constructed in dedicated easements or public rights-of-way. The City agrees to provide such existing easements and rights-of-entry necessary for construction and connection of the Road Facilities and the District Drainage System to the City systems. The parties acknowledge that the acquisition of certain off-site property rights and interests may be required to allow the Offsite Wastewater Facilities to be constructed to serve the Property. The Developer shall use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, needed to construct the Offsite Wastewater Facilities. Any such easements, granted by separate instrument, shall be granted, or assigned, to the City following completion of construction of the Offsite Wastewater Facilities and the City's acceptance of such facilities.

If however, the Developer is unable to obtain such third-party rights-of-way, consents, or easements, within 90 days of commencing efforts to obtain the needed rights-of-way, consents, or easements, then the City, in its sole discretion, may take reasonably necessary steps to secure same using the City's power of eminent domain and to



diligently proceed with acquisition through the eminent domain process as soon as reasonably practicable in accordance with the allowable time periods set forth in the Texas Property Code. If the City takes such eminent domain action, the Developer shall fund all reasonable and necessary legal proceeding/litigation costs, including, but not limited to: compensation awards by courts or negotiated amounts for the condemned property interest, attorneys' fees, appraiser and expert witness fees, interest, court costs, mediation fees, deposition costs, copy charges, courier fees, postage and taxable court costs (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. If the Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, Developer shall deposit additional funds as reasonably requested by the City into the escrow account within ten (10) days after written notice from the City. Any unused escrow funds will be refunded to Developer within thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain. The parties acknowledge that the location of portions of the Offsite Wastewater Facilities are located within rights-of-way held by Texas Department of Transportation ("TxDOT") and the Developer agrees to apply for and obtain any permits required for the installation of the Offsite Wastewater Facilities, including, specifically, any Right of Way and Utility and Leasing Information System (RULIS) permits. The City agrees to cooperate and assist the Developer as needed to acquire such permits. All costs associated with the acquisition of such permits will be paid by the Developer.

In the event the necessary easements and/or permits for the Offsite Wastewater Facilities have not been acquired at the time the District has been confirmed, the District, at its election, may proceed with acquiring the necessary easements and/or permits.

Section 2.11 Connection Fees. Wastewater connection and tapping fees will be paid pursuant to the appropriate Fee Schedule.

### ARTICLE III

#### OWNERSHIP, OPERATION, AND MAINTENANCE OF FACILITIES

3.01. Ownership by the City. As consideration for the City's performance of its obligations under this Agreement, including the City's obligation to provide Wastewater Services to all users within the District, as each phase of the Facilities are acquired and constructed, the District shall convey the same to the City (excluding detention facilities and park and recreational facilities). The District will transfer all warranties of contractors and subcontractors, if any, and all other rights beneficial to the operation of the phase of

the Facilities conveyed to the City. Performance by the City shall include, but not be limited to, (1) providing adequate maintenance and operation of the conveyed Facilities; (2) providing the Wastewater capacity as set forth herein; (3) providing reasonable and timely review and approval as required herein; (4) maintaining the wastewater collection line capacity as constructed by the District; and (5) timely making connections to the District Wastewater System. Following completion of the District's detention facilities and park and recreational facilities, the District will own such facilities.

3.02. Acceptance and Operation by the City.

(a) As construction of each phase of the Facilities to be conveyed to the City is completed, representatives of the City shall inspect the same and, if the City finds that the same has been completed in accordance with the final plans and specifications, the City will accept the same (except for detention and park and recreation facilities), whereupon, such portion of the Facilities shall be operated and maintained by, the City at its sole expense as provided herein. In the event that a portion of the Facilities has not been completed in accordance with the final plans and specifications, the City will immediately advise the District in what manner the applicable Facilities do not comply, and the District shall immediately correct the same; whereupon, the City shall again inspect such infrastructure and accept the same if the defects have been corrected. During the term of this Agreement, the City will operate the Facilities (including the District Wastewater System, and excluding any detention facilities and parks and recreational facilities) and provide Wastewater Services to all users within the District without discrimination. The City shall at all times maintain the Facilities conveyed to it, including the District Wastewater System, or cause the same to be maintained, in good condition and working order, and will operate the same, or cause the same to be operated, in an efficient and economical manner at a reasonable cost and in accordance with sound business principles in operating and maintaining such Facilities, and the City will comply with all contractual provisions and agreements entered into by it and with all valid rules, regulations, directions or orders by any governmental administrative or judicial body promulgating the same.

(b) The City shall provide competent, trained personnel, licensed or certified as necessary by the appropriate regulatory authority, to operate, inspect, maintain, and repair the Facilities conveyed to it. Upon request, the City shall provide a report to the District indicating the total number of service connections within the District.

(c) Upon request by the District, the City agrees to provide a letter contemplated by Title 30, Section 293.69 of the Texas Administrative Code.

(d) The District may design, finance, construct, own, and operate detention ponds and public parks and recreational facilities. The District shall maintain, or cause to

be maintained, such detention ponds and public parks and recreational facilities at no cost or expense to the City.

3.03. Rates and Other Charges.

(a) As ownership of each portion of the District Wastewater System is transferred to the City, any persons applying for and receiving Wastewater Services through the District Wastewater System will be customers of the City.

(b) The City shall bill and collect fees from customers of the District Wastewater System and shall from time to time fix such rates and charges for such customers as the City determines are necessary; provided, that rates and charges for Wastewater Services will be equal and uniform to those charged other similar classifications of users in non-municipal utility district areas of the City. All Wastewater revenues from customers within the District shall belong exclusively to the City.

3.04. Tap Charges; Sewer Inspection Charges. The City may impose tap fees and sewer inspection charges within the District for connecting to the District Wastewater System, respectively, at a rate to be determined from time to time by the City; provided that the charge is equal to the sums charged other City users for comparable connections, and the tap charges and sewer inspection charges shall belong exclusively to the City. Such charges shall be billed to and be the responsibility of the person or entity requesting the connection to the District Wastewater System accepted by the City and shall not be the responsibility of the Landowner, Developer, or the District, unless such connection is requested by the Landowner, Developer, or the District. The City or its contractor will set taps and conduct sewer inspections no later than five (5) days of the request therefore. Other than Wastewater Impact Fees, sewer rates, tap fees, and sewer inspection charges, the City may not impose any additional fee or charge on Wastewater users within the District.

3.05. Services. Wastewater, electric, garbage pickup, police, and fire (to the extent the City begins providing fire services within the City) shall be provided to the Property by the City in the same manner as such services are provided to other properties in the City, without regard to the fact that the Property is within the boundaries of the District.

ARTICLE IV  
FINANCING OF FACILITIES

4.01. Authority of District to Issue Bonds. The District shall have the authority to issue, sell, and deliver Bonds from time to time, as deemed necessary and appropriate by the Board of Directors of the District, in such form and manner and as permitted or

provided by federal law, and the general laws of the State of Texas. The District may issue Bonds for any purpose authorized by law.

4.02. Bond Provisions. The District's Bonds shall expressly provide that the District reserves the right to redeem the Bonds on any interest payment date no later than subsequent to the fifteenth (15th) anniversary of the date of issuance without premium and (with the exception of refunding Bonds) will be sold only after the taking of public bid therefore. The net effective interest rate on Bonds so sold, taking into account any discount or premium as well as the interest rate borne by such Bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period immediately preceding the date notice of the sale of such Bonds is given or a similar index if such index should cease to exist.

4.03. Bonds as Obligation of District. Unless and until the City shall dissolve the District and assume the District Assets and District Obligations, the Bonds of the District, as to both principal and interest, shall be and remain obligations solely of the District and shall never be deemed or construed to be obligations or indebtedness of the City; provided, however, that nothing herein shall limit or restrict the District's ability to pledge or assign all or any portion of the Annual Payments to be made by the City to the District as provided herein, to the payment of the principal of, or redemption premium, if any, or interest on the Bonds or other contractual obligations of the District relating to the financing, acquisition, or use of the Facilities. The Bonds shall not contain any pledge of the revenues from the operation of the Facilities conveyed to the City, other than the Annual Payments from the City.

#### ARTICLE V ANNUAL PAYMENTS AND DISTRICT TAXES

5.01. Calculation of Annual Payments. In consideration of the acquisition and construction of the Facilities by the District for the benefit of land within the City and conveyance of the Facilities (excluding detention facilities and park and recreational facilities) to the City and in order to more equitably distribute among the residents of the City and the District the burden of ad valorem taxes to be levied and revenues to be collected from time to time by the City and the District, the City shall make an annual payment to the District (the "Annual Payment"). The Annual Payment shall only be made based on the City's ad valorem tax revenues actually collected and received by the City from property taxable by the City and located within the District, exclusive of any interest and penalties paid by the taxpayer to the City and exclusive of any collection costs incurred by the City. The Annual Payment shall be in the amount of seventy-four percent (74%) of the City Tax Rate per \$100 of assessed value ("AV") multiplied by the taxable assessed value ("TAV") within the District during the applicable tax year, as more specifically enumerated by the following formula:

$$\text{Annual Payment} = (\text{City Tax Rate per } \$100 \text{ AV} * 0.74) \times (\text{District TAV}/100)$$

By way of illustration, if the City Tax Rate for the given tax year is \$0.4994 per \$100 of assessed valuation and the taxable value in the District is \$25 million, the Annual Payment is equal to \$92,389 [(\$0.4994\*0.74) X (\$25,000,000/100)].

The District may use the Annual Payment for any lawful purpose, including, without limitation, paying for the design and construction of the District's water, sewer, and drainage facilities, park and recreational facilities, and roads, or to pay debt service on outstanding Bonds issued by the District.

5.02. Payment of Annual Payments. The Annual Payment to the District shall begin on March 1 in the calendar year following the date that the District issues its first series of Bonds, and subsequent Annual Payments shall be payable each March 1 thereafter (the "Payment Date"), with each such Annual Payment being applicable to the calendar year preceding the calendar year of each such March 1 (e.g., if the District issues its first series of Bonds in 2027, the Annual Payment will be due March 1, 2028 and on each March 1 thereafter). The City's obligation to make the Annual Payment to the District shall continue until the sooner to occur of the following: (i) all Bonds of the District have been fully paid and discharged as to principal, redemption, premium, if any, and interest; or (ii) forty (40) years beginning in the year following the year that the District issues its first series of Bonds. Each Annual Payment that is not paid on or before the Payment Date shall be delinquent and shall incur interest at the rate of one percent (1%) of the amount of the Annual Payment per month, for each month or portion thereof during which the Annual Payment remains unpaid. Tax revenues not received by the City by March 1 of a calendar year that are subsequently received by the City will be paid to the District within forty-five (45) days from the date on which the City receives such revenues. The City's obligation to pay the Annual Payment shall survive the term of this Agreement.

5.03. Access to Records for Verifying Calculation of Annual Payments. The City shall maintain proper books, records and accounts of all ad valorem taxes levied and collected by the City and shall provide the District an accounting together with each Annual Payment, and shall afford the District or its designated representatives reasonable access thereto for purposes of verifying the amounts of each Annual Payment or recalculated Annual Payment which is or becomes due and payable by the City hereunder. The District shall maintain proper books, records and accounts of all Bonds issued by the District and the debt service requirements of such Bonds.

5.04. District Taxes. The District is authorized to assess, levy, and collect ad valorem taxes upon all taxable properties within the District to provide for (i) the payment in full of the District Obligations, including principal, redemption premium, if

any, or interest on the Bonds and to establish and maintain any interest and sinking fund, debt service fund, or reserve fund and (ii) for administration, operation, and maintenance purposes, all in accordance with applicable law. The parties agree that nothing herein shall be deemed or construed to prohibit, limit, restrict, or otherwise inhibit the District's authority to levy ad valorem taxes as the Board of Directors of the District from time to time may determine to be necessary. The City and the District recognize and agree that all ad valorem tax receipts and revenues collected by the District, together with the Annual Payments, shall become the property of the District and may be applied by the District to the payment of all or any designated portion of the principal or redemption premium, if any, or interest on the Bonds or otherwise in accordance with applicable law.

## ARTICLE VI DISSOLUTION OF THE DISTRICT

### 6.01. Dissolution of District Prior to Retirement of Bonded Indebtedness.

(a) The City and the District recognize that, as provided in the laws of the State of Texas, and in accordance with the terms and conditions of the Development Agreement, the City has the right to abolish and dissolve the District and to acquire the District Assets and assume the District Obligations. Notwithstanding the foregoing, the City agrees that it will not dissolve the District until both of the following conditions have been satisfied (i) all water, sanitary sewer, drainage, road, and park and recreational facilities have been constructed to serve all of the land within the District; and (ii) the Developer within the District, and its successors and assigns, has/have been fully reimbursed by the District to the maximum extent permitted by the rules of the TCEQ or other applicable law, in the case of subclauses (i) and (ii), all as certified in writing by the Developer or the Developer, as applicable, to the City.

(b) Upon dissolution of the District, the City shall automatically acquire the District Assets and assume the District Obligations in accordance with Local Government Code Section 43.074(d), including, without limitation, if the City dissolves the District prior to Developer's full development in and reimbursement by the District, as described in Section 8.01(a), assumption of complete liability for reimbursement to the Developer in accordance with the written agreement(s) between the Developer and the District. If requested by the District, the City shall afford the District the opportunity to discharge any remaining District Obligations pursuant to any existing development financing agreements of the District, by either (i) authorizing the District to sell its Bonds before or during a transition period prior to the effective date of dissolution as established by the City; or (ii) pursuant to Local Government Code Section 43.080, as amended, issuing and selling bonds of the City in at least the amount necessary to discharge the District Obligations, including those under any development financing agreements.

6.02. Transition upon Dissolution. In the event all required findings and procedures for the dissolution of the District have been duly, properly, and finally made and satisfied by the City, and unless otherwise mutually agreed by the City and the District pursuant to then existing law, the District agrees that its officers, agents, and representatives shall be directed to cooperate with the City in any and all respects reasonably necessary to facilitate dissolution of the District and the transfer of the District Assets to, and the assumption of the District Obligations by, the City.

## ARTICLE VII DEFAULT AND REMEDIES

7.01. Default; Notice. A breach of any material provision of this Agreement after notice and an opportunity to cure shall constitute a default. The non-breaching party shall notify the breaching party of an alleged breach, which notice shall specify the alleged breach with reasonable particularity. If the breaching party fails to cure the breach within a reasonable time not sooner than thirty (30) days after receipt of such notice (or such longer period of time as the non-breaching party may specify in such notice), the non-breaching party may declare a default hereunder and exercise the remedies provided in this Agreement in the event of default. However, in the event the default is of a nature that cannot be reasonably cured within such thirty (30) day period, the breaching party shall have a longer period of time as may be reasonably necessary to cure the default in question.

7.02. Remedies. If a party contends that another party is in default of this Agreement, the non-breaching party shall give written notice of such contention to the breaching party, specifying the nature of the alleged default, and allow the applicable time period for cure of the default set forth in Section 7.01 above. The breaching party shall either cure the alleged default timely, or if the non-breaching party and breaching party agree in writing for an extension of the time to cure, not later than the extended cure deadline, or, within the time for cure stated in the non-breaching party's initial notice of default, give written notice to the non-breaching party denying the existence of the alleged default and invoking the following dispute resolution mechanisms. First, if the applicable parties shall mutually agree to submit to mediation, they shall attempt to resolve the dispute amicably. If mediation is unsuccessful or if one or more of the parties decline to engage in mediation, then a party may institute legal proceedings in a state district court in Bastrop County, Texas, pursuing all available remedies at law or equity, including without limitation a suit for specific performance and/or a Writ of Mandamus in the event of a default by the City. All matters of fact and law shall be submitted to and determined by the court (subject to appeal). Each party may employ attorneys to pursue its legal rights hereunder, and the prevailing party shall be entitled to payment by the other party(ies) of all reasonable attorneys' fees incurred by the prevailing party.

## ARTICLE VIII

## MISCELLANEOUS PROVISIONS

8.01. Force Majeure. In the event a party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused, to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and the full particulars of such force majeure to the other parties. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority (but an order of the City shall not be an event of force majeure for the City), insurrections, riots, epidemics, pandemics, national or state health crises, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other incapacities of any party, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care.

8.02. Approvals and Consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution, or order adopted by the governing body of the appropriate party or by a certificate executed by a person, firm, or entity previously authorized to give such approval or consent on behalf of the party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

8.03. Address and Notice. Unless otherwise provided in this Agreement, any notice to be given under this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery", addressed to the party to be notified, or (iv) by sending the same by electronic mail ("email") with confirming copy sent by regular mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:



If to the City, to:

City of Bastrop  
Bastrop City Hall  
1311 Chestnut Street  
Bastrop, Texas 78602  
Attn: City Manager  
Email: scarillo@cityofbastrop.org

If to the Landowner, to:

WB Bastrop Land LLC  
Attn: Lisa Clark  
11750 Katy Freeway, Suite 1400  
Houston, Texas 77079  
Email: lisac@wlanddevelopment.com

If to the Developer, to:

W Land Development Management LLC  
Attn: Lisa Clark  
11750 Katy Freeway, Suite 1400  
Houston, Texas 77079  
Email: lisac@wlanddevelopment.com

If to the District, to:

Allen Boone Humphries Robinson LLP  
Attn: Ryan Harper and Duggan Baker  
919 Congress Ave., Suite 1500  
Austin Texas 78701  
Email: rharper@abhr.com; dbaker@abhr.com

The parties shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice of such change to the other parties.

8.04. Assignability. This Agreement may not be assigned by any party except upon written consent of the other parties, except that the rights and obligations of Landowner and Developer hereunder may be assigned by Landowner or Developer, as applicable, to the District without the prior written consent of the City.

8.05. No Additional Waiver Implied. The failure of a party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other parties.

8.06. Reservation of Rights. All rights, powers, privileges, and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

8.07. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

8.08. No Joint Venture. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties.

8.09. Entire Agreement; Amendment. This Agreement, and the documents and exhibits referenced herein, embody the entire understanding between the parties with respect to the subject matter hereof. If any provisions of the City Consent appear to be inconsistent or in conflict with the provisions of this Agreement, the applicable provisions of the City Consent shall govern; provided, that the provisions contained in this Agreement shall be interpreted in a way which is consistent with the City Consent. This Agreement may be amended only by a written agreement signed by the parties hereto.

8.10. Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations, or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of a party hereto, with respect to the provisions hereof.

8.11. Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

8.12. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

8.13. Attorney's Fees and Court Costs. In the event that any matter relating to this Agreement results in the institution of legal proceedings by any party to this Agreement, each party in such proceeding shall be responsible for the expenses incurred

by it in connection with such proceedings, including, without limitation, court costs and attorneys' fees.

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

8.15. Further Assurances. The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as may be reasonably necessary or desirable to effectuate the terms of this Agreement.

8.16. Assumption by the District. The Landowner and the Developer covenant and agree to cause the District to assume and execute this Agreement following the District's confirmation election.

8.17. No Allocation Agreement. The parties acknowledge and agree that this Agreement is not an "allocation agreement" as such term is defined in Section 54.016(f), Texas Water Code, as amended. The parties hereby agree to forever waive any and all rights they may now or in the future have arising under or out of Section 54.016(f), Texas Water Code, as amended, to contest the levy of the ad valorem tax rates imposed by either the City or the District. Nothing herein shall be deemed to substantively alter or amend the provisions of this Agreement, it being the intent of the parties to clarify their mutual understanding and agreement concerning the application of Section 54.016(f), Texas Water Code, as amended.

Notwithstanding the contrary intent of the parties, if there is a determination that this Agreement does constitute an "allocation agreement" within the meaning of Section 54.016(f), Texas Water Code, as amended, then this Agreement shall be amended as may be necessary to implement the intent of this Agreement as nearly as possible without creation of an "allocation agreement". Each party agrees to cooperate with the other parties to implement the intent of this paragraph.

8.18. Term and Effect. This Agreement shall remain in effect until the earlier to occur of (i) the dissolution of the District by the City; or (ii) the expiration of forty (40) years from the Effective Date (the "Initial Term"); provided, however, this Agreement shall automatically renew for successive one (1) year terms beyond the Initial Term until such time as the City dissolves the District.

8.19. Incorporation. The exhibits referred to herein and listed below, and all other documents referred to in this Agreement, are incorporated herein by reference for the purposes set forth in this Agreement.

8.20. Statutory Verifications. Landowner and Developer each makes the following verifications in this section:

a. Pursuant to Chapter 2271 of the Texas Government Code, as amended, Landowner and Developer each verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Landowner, the Developer, any of their respective parent companies, nor any of their respective common-control affiliates currently boycotts or will boycott Israel. The term “boycott Israel” as used in this paragraph has the meaning assigned to it in Section 808.001 of the Texas Government Code, as amended.

b. Pursuant to Chapter 2276 of the Texas Government Code, as amended, Landowner and Developer each represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Landowner, the Developer, any of their respective parent companies, nor any of their respective common-control affiliates currently boycotts energy companies or will boycott energy companies. The terms “boycotts energy companies” and “boycott energy companies” have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code.

c. Pursuant to Chapter 2274 of the Texas Government Code, as amended, Landowner and Developer each represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Landowner, the Developer, any of their respective parent companies, nor any of their respective common control affiliates has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will discriminate against a firearm entity or firearm trade association. The terms “discriminates against a firearm entity or firearm trade association” and “discriminate against a firearm entity or firearm trade association” have the meaning assigned to the term “discriminate against a firearm entity or firearm trade association” in Section 2274.001(3), Texas Government Code.

d. Pursuant to Chapter 2252 of the Texas Government Code, as amended, Landowner and Developer each represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Landowner, the Developer, any of their respective parent companies, nor any of their respective common-control affiliates (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapter 2270 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Section 2270.0201 or 2252.153 of the

Texas Government Code. The term “foreign terrorist organization” in this Section has the meaning assigned to it in Section 2252.151 of the Texas Government Code.

e. Pursuant to Texas Government Code Section 2252.908 requires disclosure of certain matters by business entities entering into a contract with a local government entity such as the City. Landowner and Developer confirm that they have reviewed Texas Government Code Section 2252.908 and that Landowner and Developer will 1) complete Form 1295 and electronically file it with the Texas Ethics Commission (“TEC”); and 2) submit to the City the completed Form 1295, including the certification of filing number of the Form 1295 with the TEC, at the time the Landowner and Developer execute and submit this Agreement to the City. Form 1295 is available at the TEC’s website: <https://www.ethics.state.tx.us/filinginfo/1295/>.

List of Exhibits:

**Exhibit A:** Legal Description of the Property

**Exhibit B:** Offsite Wastewater Facilities

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the City has executed this Agreement on the \_\_\_\_ day  
of \_\_\_\_\_, 202\_\_.

CITY OF BASTROP, TEXAS

\_\_\_\_\_  
\_\_\_\_\_, Mayor

ATTEST/SEAL:

\_\_\_\_\_  
\_\_\_\_\_, City Secretary

DRAFT PENDING REVISIONS

IN WITNESS WHEREOF, the Developer has executed this Agreement on the \_\_\_ day of \_\_\_\_\_, 202\_.

**WB BASTROP LAND LLC,**  
a Texas limited liability company

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

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

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

DRAFT PENDING REVISIONS

IN WITNESS WHEREOF, the Developer has executed this Agreement on the \_\_\_ day of \_\_\_\_\_, 202\_.

**W LAND DEVELOPMENT  
MANAGEMENT LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DRAFT PENDING REVISIONS



Pursuant to Section 8.16, the District has executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

BASTROP COUNTY MUNICIPAL UTILITY DISTRICT NO. 5

By: \_\_\_\_\_  
President, Board of Directors

ATTEST:

By: \_\_\_\_\_  
Secretary, Board of Directors

(SEAL)

DRAFT PENDING REVISIONS

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

EXHIBIT \_\_\_\_

Red Rock Tract  
289.413 Acres

LEGAL DESCRIPTION

FIELD NOTES FOR A 289.413 ACRE TRACT OF LAND SITUATED IN THE MOZEA ROUSSEAU SURVEY, ABSTRACT NO. 56, BASTROP COUNTY, TEXAS; BEING ALL OF A CALLED 289.5 ACRE TRACT OF LAND AS CONVEYED TO DAVID C. MCFARLAND AND ANN L. MCFARLAND BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 201914775 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, SAID 289.413 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING for POINT OF REFERENCE** at a 1/2-inch iron rod found on the southwest right-of-way line of State Highway 304 (120 feet wide) as dedicated in Volume 130, Pages 366 and 441 of the Deed Records of Bastrop County, Texas, at the intersection with the southeast right-of-way line of Lower Red Rock Road (a/k/a County Road 108) (width varies) as dedicated in Cabinet 4, Pages 39B, 82A and 109A of the Plat Records of Bastrop County, Texas, and at the northeast corner of Lot 1 of CEDAR CREEK BEND PHASE 3, a subdivision recorded in Cabinet 4, Page 109A of the Plat Records of Bastrop County, Texas; Thence, with the southwest right-of-way of said State Highway 304 and the northeast terminus of said Lower Red Rock Road, N 24°51'23" W a distance of 58.06 feet to a calculated point on the approximate centerline of said Lower Red Rock Road, at the most easterly corner of the above described McFarland Tract, for the most easterly corner and **POINT OF BEGINNING** of the herein described tract, from which a 5/8-inch iron rod with cap stamped "5085" found at the intersection of the northeast right-of-way line of said State Highway 305 and the northwest right-of-way of Lower Red Rock Road, and at the most southerly corner of Lot 8, Block 'A' of CASSENA RANCH, a subdivision recorded in Cabinet 5, Page 102B of the Plat Records of Bastrop County, Texas, bears N 33°23'49" E a distance of 143.24 feet;

THENCE, with the approximate centerline of said Lower Red Rock Road and the southeast line of said McFarland Tract, S 42°38'31" W a distance of 3,485.13 feet to a calculated point at the intersection with the approximate centerline of Bob's Trail (a/k/a County Road 109) (width varies, no deed of record found), for the most southerly corner of the herein described tract;

THENCE, with the approximate centerline of said Bob's Trail and the southerly lines of said McFarland Tract, the following six (6) courses:

- 1) N 46°37'22" W a distance of 644.19 feet to a calculated angle point for corner;
- 2) N 47°30'22" W a distance of 484.70 feet to a calculated angle point for corner;
- 3) N 47°33'28" W a distance of 726.11 feet to a calculated angle point for corner;
- 4) N 47°55'19" W a distance of 693.67 feet to a calculated point of curvature of a curve to the left;

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- 5) Along said curve to the left, an arc distance of 173.00 feet, having a radius of 220.22 feet, a central angle of 45°00'41" and a chord which bears N 70°25'40" W a distance of 168.59 feet to a calculated point of tangency; and
- 6) S 87°04'00" W a distance of 784.64 feet to a calculated point at the southwest corner of said McFarland Tract, and at the southeast corner of a called 100.06 acre tract of land as conveyed to Janis Marie Gills, Karen Sue Cathey, Jacquelyn Kaye Bigham And Darcus Ann Cathey by Warranty Deed recorded in Volume 284, Page 20 of the Deed Records of Bastrop County, Texas, for the southwest corner of the herein described tract;

THENCE, with the west line of said McFarland Tract and the east line of said 100.06 acre tract and continuing over and across the occupied right-of-way of said Bob's Trail, N 01°52'43" W a distance of 12.93 feet to a calculated point at the most westerly corner of said McFarland Tract, and at the most southerly corner of the remainder of a called 349 acre tract of land as described by Deed recorded in Volume 182, Page 723 of the Deed Records of Bastrop County, Texas and as conveyed to Patricia Ann Jacobs by Executrix's Deeds recorded in Document Numbers 201308783, 201308784, 201308785 and 201308786, all of the Official Public Records of Bastrop County, Texas and in Volume 114, Page 881 of the Probate Minutes of Bastrop County, Texas, for the most westerly corner of the herein described tract, from which a found 1/2-inch iron rod bears N 21°40'15" W a distance of 2.08 feet;

THENCE, generally along a fence, with the northwest line of said McFarland Tract and the southeast line of said Jacobs Tract, the following four (4) courses:

- 1) N 45°55'45" E, pass a fence post found on the occupied north right-of-way line of said Bob's Trail at a distance of 14.63 feet, and continuing on for a total distance of 2,275.05 feet to a 1/2-inch iron rod found at the most southerly corner of a called 15.000 acre tract of land as described by Deed of Gift recorded in Volume 402, Page 340 of the Deed Records of Bastrop County, Texas, for an angle point;
- 2) N 45°34'31" E a distance of 927.91 feet to a 1/2-inch iron rod found at the most easterly corner of said 15.000 acre tract, for an angle point;
- 3) N 45°14'30" E a distance of 647.74 feet to a fence post found for an angle point; and
- 4) N 67°14'32" E a distance of 1,463.85 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the curving southwest right-of-way of said State Highway 304, at an easterly corner of a remaining portion of said Jacobs Tract, and at the most northerly corner of said McFarland Tract, for the most northerly corner of the herein described tract;

THENCE, with the southwest right-of-way of said State Highway 304 and the northeast line of said McFarland Tract, along a curve to the left, an arc distance of 389.16 feet, having a radius of 2,351.83 feet, a central angle of 09°28'51" and a chord which bears S 19°38'49" E a distance of 388.71 feet to a TXDOT Type I concrete monument found for a point of tangency;



PAGE 2 OF 3

G:\TXC\PROJECTS\WAN\_BRIDGE\_GROUP\9294-00-RED\_ROCK\_MIXED\_USE\SV\04\_FINALS\MB\RED\_ROCK-R-FN.DOCX

THENCE, continuing with the southwest right-of-way of said State Highway 304 and the northeast line of said McFarland Tract, S 24°23'14" E, pass a found TXDOT Type I concrete monument at a distance of 1,923.20 feet, pass a 1/2-inch iron rod with cap stamped "BGE Inc" set at the intersection with the occupied northwest right-of-way of said Lower Red Rock Road at a distance of 2,252.54 feet, and continuing on for a total distance of 2,282.12 feet to the **POINT OF BEGINNING** and containing 289.413 acres of land, more or less.

Note: The area of occupied right-of-way that falls inside the above described tract is 3.742 acres.

I hereby certify that these notes were prepared by a survey made on the ground by BGE, Inc., under my supervision on September 10, 2021 and are true and correct to the best of my knowledge. A survey plat of even date accompanies this description.

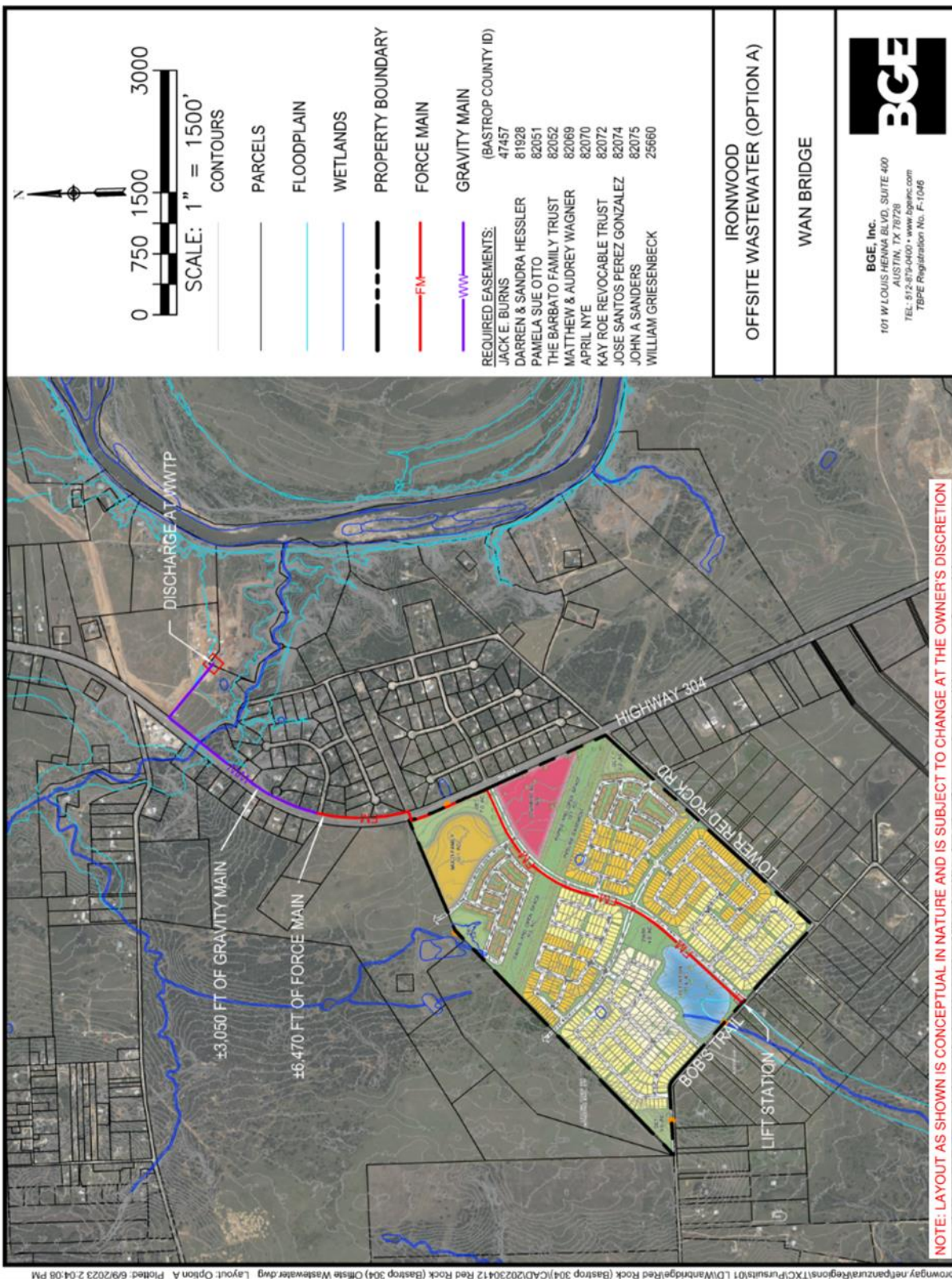


12/13/2021  
Date

Jonathan O. Nobles RPLS No. 5777  
 BGE, Inc.  
 101 West Louis Henna Blvd., Suite 400  
 Austin, Texas 787  
 Telephone: (512) 879-0400  
 TBPELS Licensed Surveying Firm No. 10106502

Client: Wan Bridge, LLC  
 Date: December 8, 2021  
 Revised: December 13, 2021  
 Job No: 9294-00

**BASIS OF BEARING:**  
 Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone.

## EXHIBIT B OFFSITE WASTEWATER FACILITIES





# STAFF REPORT

**MEETING DATE:** April 8, 2025

**TITLE:**

Consider and act on Resolution No. R-2025-68, regarding a CCN Transfer Agreement of the wastewater CCN from Aqua Water Supply Corporation to the City of Bastrop for the Ironwood Development.

**AGENDA ITEM SUBMITTED BY:**

Andres Rosales, Assistant City Manager

**BACKGROUND/HISTORY:**

The development, known as Ironwood, is currently situated in the Aqua WSC CCN for wastewater utility services. A Certificate of Convenience and Necessity (CCN) boundary is issued by the Public Utility Commission of Texas (PUCT). It authorizes a utility to provide water and/or sewer service to a specific area.

In September of 2023, Aqua WSC executed an agreement for the transfer of their wastewater CCN to the City of Bastrop for the right to provide wastewater service to the Ironwood development. The area of wastewater CCN that was agreed upon to be transferred is approximately 96.427 acres.

To date, the formal process for transferring the wastewater utility CCN from Aqua WSC to the City of Bastrop has not yet been completed because there still needs to be formal approval via Resolution from the Council before proceeding with the execution of this agreement. Therefore, Staff is now bringing forward this Resolution to complete the formal CCN Transfer process between the City of Bastrop and Aqua WSC to serve Valverde.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

Take action on Resolution No. R-2025-68, regarding a CCN Transfer Agreement of the wastewater CCN from Aqua Water Supply Corporation to the City of Bastrop for the Ironwood Development.

**ATTACHMENTS:**

1. Resolution No. R-2025-68
2. Attachment A – CCN Transfer Agreement of the wastewater CCN from Aqua Water Supply Corporation to the City of Bastrop



**RESOLUTION NO. R-2025-68**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING AN AMENDMENT TO THE MASTER CCN TRANSFER AGREEMENT FOR THE VALVERDE DEVELOPMENT, AS SHOWN IN ATTACHMENT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR FINDINGS OF FACTS; REPEALER; SEVERABILITY; EFFECTIVE DATE; PROPER NOTICE AND MEETING.**

- WHEREAS**, pursuant to Texas Local Government Code Section 51.001, the City of Bastrop (“City”) has general authority to adopt an ordinance, resolution, or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and
- WHEREAS**, the master-planned development of Ironwood, currently in the Aqua WSC wastewater CCN, has submitted a Development Agreement for the Project consisting of 289.413 acres; and
- WHEREAS**, the Ironwood Development meets the requirements of the conditions stipulated in the Agreement to be considered for transfer from the Aqua WSC CCN to Bastrop; and
- WHEREAS**, the land under consideration and subject to conveyance is shown in the attachment to Exhibit “A, and said land is located within the Aqua WSC Wastewater CCN and the Bastrop Wastewater CCN; and
- WHEREAS**, Aqua WSC has no sewer customers in the Sewer CCN Transfer Area; and
- WHEREAS**, Chapter 13 of the Texas Water Code and the rules of the Public Utility Commission of Texas (“PUC”) allow for the transfer or assignment of CCN service areas from a water supply corporation to a municipally owned utility; and
- WHEREAS**, Bastrop has determined that it has sufficient wastewater supplies available to provide wastewater services to the specific portion of the Aqua WSC CCN proposed to be served by Bastrop and agrees that such availability will be a condition precedent before any CCN may be transferred from the Aqua WSC CCN to Bastrop; and
- WHEREAS**, the transfer of the specific portion of the Aqua WSC CCN to Bastrop will further the public purpose of rationalizing the distribution of wastewater

services in the region, taking into account existing and future needs for additional infrastructure to serve all of Bastrop and its urbanizing areas.

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

- Section 1.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.
- Section 2.** The City Council hereby approves the CCN Transfer Agreement for the Ironwood Development.
- Section 3.** The CCN Transfer Agreement for the Ironwood Development is attached hereto as Attachment "A" and incorporated into this Resolution for all intents and purposes.
- Section 4.** The City Manager is hereby authorized to execute a CCN Transfer Agreement for the Ironwood Development, attached hereto as Attachment "A".
- Section 5. Repealer:** To the extent reasonably possible, resolutions are to be read together in harmony. However, all resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters regulated.
- Section 6. Severability:** Should any of the clauses, sentences, paragraphs, sections, or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.
- Section 7. Effective Date:** This Resolution shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, its Code of Ordinances, and the laws of the State of Texas.
- Section 8. Proper Notice & Meeting:** It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.



**DULY RESOLVED & ADOPTED** by the City Council of the City of Bastrop, TX, on this, the 8<sup>th</sup> day of April 2025.

**THE CITY OF BASTROP, TEXAS:**

\_\_\_\_\_  
Jonh Kirkland, Mayor Pro-Tem

**ATTEST:**

\_\_\_\_\_  
City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**AGREEMENT BETWEEN THE CITY OF BASTROP  
AND AQUA WATER SUPPLY CORPORATION**

This Agreement (the “Agreement”) is executed between the City of Bastrop (“City”), a political subdivision of the State of Texas, and Aqua Water Supply Corporation (“Aqua”), effective as of the Effective Date as described below (City and Aqua are also sometimes referred to herein individually as a “Party” and collectively as the (“Parties”)).

WHEREAS, the City is a political subdivision of the State of Texas organized and operating under various provisions of the Texas Local Government Code and other statutory provisions, and is a “retail public utility” as defined by Texas Water Code § 13.002(19); and

WHEREAS, Aqua is a Texas nonprofit corporation organized in accordance with Texas Water Code Chapter 67, and is a “retail public utility” as defined by Texas Water Code § 13.002(19); and

WHEREAS, the City holds sewer Certificate of Convenience and Necessity (“CCN”) No. 20466 issued by the Public Utility Commission of Texas (“PUC”) or a prior agency with CCN regulatory authority authorizing exclusive retail sewer utility service by the City, including the area described and depicted in Exhibit “A” in Bastrop County; and

WHEREAS, Aqua holds sewer CCN No. 20962 issued by the PUC or a prior agency with CCN regulatory authority authorizing, in pertinent part, exclusive retail sewer utility service to certain areas in Bastrop County near and adjacent to the City’s sewer CCN No. 20466, as described and depicted in Exhibit “A”; and

WHEREAS, Wan Bastrop Land, LLC (“Developer”), seeks to develop a residential subdivision project on a 285.671-acre property owned by Developer in Bastrop County (“Development Property”), as described and depicted in Exhibit “A”; and

WHEREAS, Developer and the City are in the process of entering into a development agreement under which the City will agree to provide retail sewer service to the Development Property; and

WHEREAS, 189.244 acres of the Development Property is within the territory of Aqua’s sewer CCN No. 20962 (“Sewer CCN Transfer Area”) and 96.427 acres of the Development Property is within the territory of the City’s sewer CCN No. 20466; and

WHEREAS, City and Aqua agree pursuant to Texas Water Code § 13.248 that City will extend retail public sewer utility service to the entire Development Property, including to the 189.244 acres in the Sewer CCN Transfer Area; and

WHEREAS, the City has received requests from the Developer to provide sewer services to the entirety of Development Properties; and

WHEREAS, there are no Aqua sewer customers in the Sewer CCN Transfer Area; and

WHEREAS, there are no existing liens, security interests, or other agreements that could interfere with Aqua's ability to enter into this agreement or to transfer the Sewer CCN Transfer Area to the City; and

WHEREAS, conditioned upon PUC approval of this transaction, City agrees to accept the Sewer CCN Transfer Area and accept the obligation to serve it as consideration for the proposed transfer from Aqua to City.

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, City and Aqua hereby agree as follows:

1. **Term.** This Agreement shall continue in effect for five (5) years from the Effective Date. Notwithstanding the foregoing, this Agreement will terminate earlier on the date the approval by the PUC of this Agreement is final and non-appealable.
2. **Property Subject to the Agreement.** The property that is the subject of this Agreement is the Sewer CCN Transfer Area, which is the 189.244 acres of the Development Property.
3. **Transfer of Aqua CCN Service Areas.** Aqua consents and agrees to the transfer of the Sewer CCN Transfer Area to City provided the following conditions and obligations are satisfied:
  - 3.1 Within 30 days of execution of this Agreement, the City and Aqua shall jointly prepare, file and diligently prosecute, at their own expense, an application pursuant to Texas Water Code §13.248 with the PUC ("13.248 Application") to have the Sewer CCN Transfer Area transferred from Aqua sewer CCN No. 20962 to the City's sewer CCN No. 20466. Aqua consents to City sewer service within the Sewer CCN Transfer Area, including during the pendency of PUC consideration of the 13.248 Application, and will

not object or otherwise attempt to defeat the 13.248 Application to include the Sewer CCN Transfer Area within the City's sewer CCN.

3.2 The City shall serve the Sewer CCN Transfer Area pursuant to separately agreed upon terms with Developer.

3.3 If the PUC denies the 13.248 Application for any reason, this Agreement shall be terminated when the PUC order denying the 13.248 Application is final and appealable.

4. **Retail Service.** Aqua hereby consents to City serving the Sewer CCN Transfer Area as contemplated by this Agreement during the pendency of the 13.248 Application at the PUC. The Parties agree that upon PUC approval of the 13.248 Application, Aqua shall have no further obligation to provide service to the Sewer CCN Transfer Area.

5. **Default.** In the event City or Aqua fail to comply with the terms of this Agreement, each Party has the right to enforce the terms of this Agreement by any remedy permitted by law.

6. **Miscellaneous.**

a. This Agreement may not be assigned by any Party without the prior written consent of the other Party.

b. This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

c. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Bastrop County, Texas.

d. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

e. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other Parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each

individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

f. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its counsel.

g. Any notice provided for under the terms of this Agreement by either party to the other shall be in writing and shall be deemed to have been properly given when delivered to the respective Party at the addresses below:

To the City:

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

To Aqua:

Dacy Camerson  
Interim General Manager  
Aqua Water Supply Corporation  
415 Old Austin Highway  
Drawer P

Bastrop, Texas 78602

[dcameron@aquawsc.com](mailto:dcameron@aquawsc.com)

(512) 581-3451

Each Party may change the address to which notice may be sent to that Party by giving notice of such change to the other Party in accordance with the provisions of this Agreement.

h. This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original for all purposes.

i. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this

Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

j. This Agreement shall be deemed drafted equally by each Party hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures on the following pages which is effective on the date of the latest signature (the "Effective Date").

**CITY OF BASTROP**

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

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

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

**AQUA WATER SUPPLY CORPORATION**

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

**Title: Interim General Manager**

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

**ACKNOWLEDGMENTS**

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

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

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

STATE OF TEXAS                    §  
  §  
COUNTY OF BASTROP           §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023, by Dacy Cameron, Interim General Manager of Aqua Water Supply Corporation, a Texas nonprofit corporation, on behalf of said corporation.

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

**EXHIBIT LIST**

- EXHIBIT “A”**
- City of Bastrop’s Wastewater CCN Service Area**
  - Aqua WSC’s Wastewater CCN Service Area**
  - Wan Bastrop Land, LLC’s Wastewater CCN Service Area**

DRAFT





# STAFF REPORT

**MEETING DATE:** April 8, 2025

**TITLE:**

Consider and act on Resolution R-2025-76 approving an interlocal cooperative agreement for an interagency loan of \$600,000 from the Bastrop Economic Development Corporation (BEDC) to the City of Bastrop to fund infrastructure improvements related to Burleson Crossing East.

**AGENDA ITEM SUBMITTED BY:**

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

**BACKGROUND/HISTORY:**

Burleson Crossing East is under development. A turning lane from HWY 71 and a widening of Ed Burleson Road will vastly improve the traffic flow and congestion in the area.

The developer is seeking approximately \$1 million dollars for the improvements that will be funded 40% from the BEDC and 60% to the City of Bastrop. The staff is proposing to borrow the funds from the BEDC for (1) BEDC has the necessary capital in reserve; (2) the BEDC will earn interest on the funds, creating a revenue stream for the BEDC.

It is estimated that Project Phase 1 will result in the creation of 300 jobs and will have an increased taxable value of approximately \$30,000,000.00, which equates to an increase in ad valorem taxes of approximately \$525,000.00 annually (current ad valorem taxes are \$2,300.00 per year) and an increase in sales taxes of approximately \$900,000.00

**FISCAL IMPACT:**

\$600,000 plus 4% interest into a restricted fund to be drawn down as the improvements are completed.

**RECOMMENDATION:**

Approve the resolution

**ATTACHMENTS:**

1. Resolution R-2025-76
2. Cooperative Agreement

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING AN INTERLOCAL COOPERATIVE AGREEMENT FOR AN INTERAGENCY LOAN OF \$600,000 FROM THE BASTROP ECONOMIC DEVELOPMENT CORPORATION TO THE CITY OF BASTROP, AS ATTACHED IN EXHIBIT “A”; REPEALING ALL OTHER RESOLUTIONS IN CONFLICT; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTATION.**

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

**WHEREAS**, economic development organizations commonly administer loans to provide access to capital to achieve positive public outcomes such as community revitalization and infrastructure improvements that will create economic growth, increased tax revenues, and job creation; and

**WHEREAS**, the Board of Directors (the Board) of the Corporation and the City hereby find and determine that the City will undertake to provide economic incentives for developer improvements related to State Highway 71 (“Hwy 71”) Frontage Road to assist with managing the flow of traffic at the intersection of Hwy 71 and Edward Burleson Lane which serves Blakey Lane, FM 969, Burleson Crossing East, Burleson Crossing Shopping Center and future commercial developments to be located along the Hwy 71 Frontage Road (collectively, the Project) and such improvements represent a “project”, as defined in the Act that will promote or develop new and expanded business enterprises within the City; and

**WHEREAS**, the BEDC has agreed to grant a loan to the City of Bastrop in the amount of \$600,000 with a 4% interest rate, with payments to begin in 2026, and the complete repayment of the loan to be completed within seven (7) years, with no early prepayment option; and

**WHEREAS**, the BEDC Board will approve the \$600,000 in matching funds at the Board Meeting on April 21, 2025, under LGC 505.158; and

**WHEREAS**, the loan will be administered by the City of Bastrop for infrastructure improvements that will benefit economic growth, increased tax revenues, and job creation; and

**WHEREAS**, after careful evaluation and consideration by the Board and City Council, it has been determined that this loan will benefit Bastrop businesses and the overall economy.

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

**SECTION 1.** The City Council hereby approves the Agreement attached hereto and

incorporated herein as Exhibit "A" and further authorizes the City Manager to execute all necessary documents and take all other actions to implement said Agreement.

**SECTION 2.** Any prior resolution of the City Council in conflict with the provisions contained in this resolution are hereby repealed and revoked.

**SECTION 3.** Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

**SECTION 4.** This resolution shall take effect immediately from and after its passage, and it is duly resolved.

**SECTION 5.** It is hereby officially found and determined that the meeting at which the Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this **8<sup>th</sup>** day of **April 2025**.

**APPROVED:**

by: \_\_\_\_\_  
John Kirkland, Mayor Pro-Tem

**ATTEST:**

\_\_\_\_\_  
City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**COOPERATIVE AGREEMENT BETWEEN BASTROP ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF BASTROP, TEXAS RELATING TO LOAN SUPPORTING FUNDING FOR INFRASTRUCTURE IMPROVEMENTS; AND OTHER MATTERS IN CONNECTION THEREWITH**

This agreement (the *Agreement*) is made to be effective as of the \_\_\_\_ day of April, 2025 by and between the City of Bastrop, Texas, a duly incorporated and existing home rule municipality and political subdivision of the State of Texas (the *City*) and the entity known as Bastrop Economic Development Corporation, a non-profit economic development corporation (the *Corporation*) organized and existing under the laws of the State of Texas, including Chapters 501 and 505, as amended, Texas Local Government Code (together, the *Act*).

**RECITALS**

WHEREAS, the Board of Directors (the *Board*) of the Corporation and the City hereby find and determine that the City will undertake to provide economic incentives for developer improvements related to State Highway 71 (“Hwy 71”) Frontage Road to assist with managing the flow of traffic at the intersection of Hwy 71 and Edward Burluson Lane which serves Blakey Lane, FM 969, Burluson Crossing East, Burluson Crossing Shopping Center and future commercial developments to be located along the Hwy 71 Frontage Road (collectively, the *Project*) and such improvements represent a “project”, as defined in the Act that will promote or develop new and expanded business enterprises within the City; and

WHEREAS, the City and the Corporation hereby find and determine that the construction, operation, and maintenance of the Project will promote and develop new or expanded business enterprises in the City; and

WHEREAS, the City and Corporation expressly acknowledge and recognize that any Corporation Sales Tax proceeds may only be utilized to pay the “Costs” of “Projects”, each as defined in the Act, including, but not limited to, the Project and subject to the limitations contained in the Act; and

WHEREAS, the City will enter into a Chapter 380 Economic Development Agreement with the Project’s developer, and the Corporation shall have no duties or responsibilities with respect to the Project other than as provided in this Agreement; and

WHEREAS, the City and the Corporation intend that the Corporation will, from time to time, provide funding to the City use by the City to provide economic incentives for qualified projects; and

WHEREAS, this Agreement shall constitute an interlocal cooperative agreement as authorized pursuant to the provisions of Chapter 791, as amended, Texas Government Code; and

WHEREAS, the adoption of this Agreement is hereby found and determined to be in the best interest of the residents of the City;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. Duties of the City. The City hereby agrees to perform the following duties:

1.1 The City will enter into an agreement with the developer pursuant to Chapter 380 of the Texas Local Government Code.

1.2 The City will utilize funds under this Agreement to supplement economic incentives for the Project and oversee delivery of the Project.

1.3 The city will pay interest as set forth in Section 2 and the Amortization Schedule in Exhibit A.

SECTION 2. Duties of Corporation. In consideration of the City's agreement to undertake the actions set forth in Section 1 hereof, the Corporation shall, subsequent to the Board's determination that any and all Annual Obligations (hereinafter defined) for the Corporation's then-current fiscal year have been provided for or otherwise satisfied (or adequate Corporate Sales Tax proceeds will exist for their satisfaction), transfer to the City the principal sum of SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00) to be used exclusively for the Project and repaid by the City to the Corporation together with interest thereon at the rate of four (4.0%) per annum, compounded annually.

SECTION 3. Amendments and Modifications. This Agreement shall be binding upon the City and the Corporation and their respective successors and legal representatives and shall inure solely to the benefit of the City and Corporation and their respective successors and legal representatives. Furthermore, no alteration, amendment, or modification of any provision of this Agreement shall be effective unless (1) prior written consent of such alteration, amendment, or modification shall have been obtained from the parties hereto, and (2) such alteration, amendment, or modification is in writing and signed by the parties hereto.

SECTION 4. Receipt and Transfer of Proceeds. The Corporation agrees to take such actions as are required to cause the funding to be transferred and deposited to the credit of the banking or monetary fund maintained at the depository designated by the City.

SECTION 5. Default. In the event that either the Corporation or the City should violate any of the terms of this Agreement, the other party shall promptly notify the other respective party of the violation. In the event this violation is not cured within thirty (30) days after the sending of such notice, the party sending the notice may at its discretion notify the other party of its intention to seek any remedies available under the law. Upon such notice, the delinquent party shall have thirty (30) days to cure this violation prior to final action by the other party seeking any available judicial remedy.

SECTION 6. Miscellaneous; Assignment. All the situations, promises, undertaking and agreements herein contained by or on behalf of either the Corporation or the City shall bind the successors and assigns of either party, whether so expressed or not but neither the Corporation nor

the City shall have the right to assign this Agreement, or any part thereof except as hereinafter provided without the written consent of the other party.

SECTION 7. Approval and Consent. Unless otherwise provided herein, any approval or consent required by the provisions of this Agreement by the City or the Corporation shall be evidenced by a written resolution adopted by the governing body of the party giving such approval or consent. Upon receipt of such written resolution duly certified by the appropriate party, the City or the Corporation can conclusively act on the matter requiring such approval.

SECTION 8. Addresses and Notice. Unless otherwise provided herein, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made or accepted by any party to any other party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by prepaid telegram when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties hereto shall, until changed as hereinafter provided, be as follows:

(a) If to the City, to:

City of Bastrop, Texas  
1311 Chestnut  
Bastrop, Texas 78602  
Attention: Director of Finance

(b) If to the Corporation, to:

Bastrop Economic Development Corporation  
1311 Chestnut  
Bastrop, Texas 78602  
Attention: Interim Director

The parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least ten (10) days' written notice to the other parties hereto.

SECTION 9. Covenants. The City and the Corporation covenant that they will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Agreement. The City and the Corporation covenant that they are duly authorized under the laws of the State of Texas to execute and deliver this Agreement, that all actions on their part as provided herein and the execution and delivery of this Agreement have been duly and effectively taken according to the import thereof as provided in this Agreement.

SECTION 10. Venue. Any damages for the breach of this Agreement shall be paid and be due in Bastrop County, Texas, which is the County in which the principal administrative offices

of the City and the Corporation are located. It is specifically agreed among the parties to this Agreement that Bexar County, Texas, is the place of performance of this Agreement; and in the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought in Bexar County, Texas.

SECTION 11. Counterparts. This Agreement may be executed in any number of counterparts, each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.

SECTION 12. Entire Agreement. This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior agreements and understandings between the parties pertaining to such subject matter.

SECTION 13. Incorporation of Preamble Recitals. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Agreement for all purposes and are adopted as a part of the judgment and findings of the Council and the Board.

SECTION 14. Inconsistent Provisions. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Agreement are hereby repealed to the extent of such conflict, and the provisions of this Agreement shall be and remain controlling as to the matters provided herein.

SECTION 15. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 16. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Agreement and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Corporation and the City hereby declare that this Agreement would have been enacted without such invalid provision.

SECTION 17. Construction. Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Agreement and all the terms and provisions hereof shall be constructed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

SECTION 18. Compliance with Texas Open Meetings Act. It is officially found, determined, and declared that the meeting of each of the City and the Corporation at which this Agreement is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Agreement, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 19. Term of Agreement. This Agreement will terminate upon retirement of the loan obligations of the City.

\* \* \*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date and year first above written.

BASTROP ECONOMIC DEVELOPMENT  
CORPORATION

---

President, Board of Directors

ATTEST:

---

Secretary, Board of Directors

(Corporation Seal)



CITY OF BASTROP, TEXAS

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

(City Seal)

## EXHIBIT A

### AMORTIZATION SCHEDULE

#### Loan Amortization Schedule Calculator

<b>Loan Amount</b>		<b>Loan Term</b>		<b>Interest Rate</b>		<b>Start Date</b>			
\$	600,000	7	Years	4	%	Dec	2026	<input type="radio"/> Show by month <input checked="" type="radio"/> Show by year	
<b>\$8,201.28</b>		<b>\$688,907.84</b>		<b>\$88,907.84</b>		<b>Nov, 2033</b>			
<small>Monthly Principal &amp; Interest</small>		<small>Total of 84 Payments</small>		<small>Total Interest Paid</small>		<small>Pay-off Date</small>			
Date	Payment	Interest	Principal	Balance					
2026	\$8,201.28	\$2,000	\$6,201.28	\$593,798.72					
2027	\$98,415.41	\$22,367.79	\$76,047.61	\$517,751.11					
2028	\$98,415.41	\$19,269.5	\$79,145.91	\$438,605.2					
2029	\$98,415.41	\$16,044.97	\$82,370.43	\$356,234.76					
2030	\$98,415.41	\$12,689.07	\$85,726.33	\$270,508.43					
2031	\$98,415.41	\$9,196.45	\$89,218.96	\$181,289.47					
2032	\$98,415.41	\$5,561.53	\$92,853.87	\$88,435.6					
2033	\$90,214.12	\$1,778.52	\$88,435.6	\$0					
	\$688,907.84	\$88,907.84	\$600,000						

CPA Garden



# STAFF REPORT

**MEETING DATE:** April 8, 2025

**TITLE:**

Consider and act on Ordinance 2025-46, a Chapter 380 agreement with BEBD Frontage Road, LLC and the City of Bastrop in an amount not to exceed \$600,000 for improvements at HWY 71, adjacent to Burleson Crossing East retail development located at HWY 71 and Ed Burleson Road.

**AGENDA ITEM SUBMITTED BY:**

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

**BACKGROUND/HISTORY:**

Burleson Crossing East retail subdivision, a project of BEBD Frontage Road LLC, is a two-phase development expected to create more than 300 jobs and add more than \$1,425,000 in ad valorem and sales tax upon completion to the City's General Fund.

Improvements along HWY 71 and Ed Burleson are expected to aid in the traffic flow of the area.

**FISCAL IMPACT:**

\$600,000 from a restricted account funded via a loan from the Bastrop Economic Development Corporation.

**RECOMMENDATION:**

Approve the agreement

**ATTACHMENTS:**

1. Ordinance 2025-46
2. 380 Agreement
3. Design plans

**ORDINANCE NO. 2025-46**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ENTERING INTO A CHAPTER 380 AGREEMENT WITH BEBD FRONTAGE, LLC AND THE CITY OF BASTROP IN AN AMOUNT NOT TO EXCEED \$600,000 FOR IMPROVEMENTS AT HWY 71 ADJACENT TO THE BURLESON CROSSING EAST RETAIL DEVELOPMENT; PROVIDING SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** pursuant to Texas Local Government Code Section 51.001, the City of Bastrop (“City”) has general authority to adopt an ordinance, Ordinance, or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

**WHEREAS,** the City of Bastrop City Council recognizes it is in the best interest of the City to enter into a development agreement as authorized by Chapter 380 of the Local Government Code; and

**WHEREAS,** the City recognizes that the project will create jobs, additional sales tax, and additional ad valorem tax.

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

**Section 1.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

**Section 2. Execution:** The City Council approves and authorizes the execution of a 380 Development Agreement, as attached in Exhibit A, consistent with the applicable provisions of state law, City Charter, the City’s Code of Ordinances, and the City’s adopted purchasing and procurement policies.

**Section 4. Repealer:** To the extent reasonably possible, Ordinances are to be read together in harmony. However, all Ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated.

**Section 5. Severability:** Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

**Section 6. Effective Date:** This Ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City’s Charter, its Code of Ordinances, and the laws of the State of Texas.

**Section 7. Proper Notice & Meeting:** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, TX, on this, the 8th day of April 2025.**

**THE CITY OF BASTROP, TEXAS:**

\_\_\_\_\_  
John Kirkland, Mayor Pro-Tem

**ATTEST:**

\_\_\_\_\_  
Victoria Psencik, Assistant City Secretary



**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney  
Denton Navarro Rocha Bernal & Zech, P.C.

**EXHIBIT A**

**THE STATE OF TEXAS**

§  
§  
§  
§

**CHAPTER 380 AGREEMENT  
BURLESON CROSSING EAST PROJECT**

**COUNTY OF BASTROP**

THIS Chapter 380 Agreement – Burleson Crossing East Project (this “Agreement”) is executed by and between **BEBD Frontage Road, LLC**, a Texas limited liability company (“Developer”), and the **City of Bastrop, Texas**, a home-rule city and municipal corporation of Bastrop County, Texas, acting by and through its City Manager or their designee (the “City”). The City and Developer, for and in consideration of the mutual premises and promises described below, agree as follows:

**I. RECITALS AND FINDINGS**

- A. BRP East Phase I, LLC, a Texas limited liability company (“BRP”), intends to develop an integrated, innovative, planned development consisting of a retail shopping center (“Burleson Crossing East” and/or the “Burleson Crossing East Project”) located on approximately 19 acres of land in Bastrop, Bastrop County, Texas, described on Exhibit A attached hereto (the “Project Site” or the “Property”).
- B. The Burleson Crossing East Project will bring jobs and increased ad valorem and sales taxes, will create new business and employment opportunities, and will contribute to the overall economic development of the City. It is estimated that Project Phase 1 will result in the creation of 300 jobs and will have an increased taxable value of approximately \$30,000,000.00, which equates to an increase in ad valorem taxes of approximately \$525,000.00 annually (current ad valorem taxes are \$2,300.00 per year) and an increase in sales taxes of approximately \$900,000.00, as described on Exhibit D attached hereto.
- C. The Texas Department of Transportation (“TxDOT”) is requiring certain roadway infrastructure (i.e., the Hwy 71 Frontage Road Improvements (defined below)) to be constructed contemporaneously with the development of the Burleson Crossing East Project for the purpose of providing curb-cut access to the Project Site from State Highway 71 (“Hwy 71”) and managing the flow of traffic at the intersection of Hwy 71 and Edward Burleson Lane which serves Blakey Lane, FM 969, Burleson Crossing East, Burleson Crossing Shopping Center and future commercial developments to be located along the Hwy 71 Frontage Road.
- D. BEBD has agreed to construct the Hwy 71 Frontage Road Improvements.
- E. The City has found that providing economic incentives to the Developer in exchange for the Developer’s construction of Burleson Crossing East will generate significant ad

valorem and sales taxes for the City, promote local economic development, stimulate business and commercial activity, provided services to the citizens of the City, and will create and retain jobs within the City.

- F. The City has determined that the economic incentives provided herein will directly serve a public purpose, being the promotion of the economic welfare of the City and surrounding areas, and that this Agreement contains controls likely to ensure that the public purpose is accomplished.
- G. Chapter 380 of the Texas Local Government Code provides statutory authority for granting economic incentives and administering the Program described in this Agreement.
- H. The use of the Property, and other terms hereof, are consistent with encouraging economic development within the City.
- I. The City has determined that the terms of this Agreement meet the goals of the City and its policies relating thereto.
- J. The City has determined that it is in the public interest to provide the economic incentives set forth herein subject to the terms and conditions of this Agreement.

## II. DEFINITIONS

- A. **Actual Costs** means the actual amount of out-of-pocket costs expended for the cost of the Hwy 71 Frontage Road Improvements.
- B. **Hwy 71 Frontage Road Improvements** means the upgrades and improvements to the Hwy 71 Frontage Road, which are more particularly described and depicted on Exhibit B attached hereto and made a part hereof.
- C. **Project Phase 1** means Edward Burleson Lane Improvements, the Wagon Wheel Improvements and a minimum of 55,000 square feet of commercial retail building(s) which will include Sprouts, Petsmart, Longhorn Steakhouse and two (2) multi-tenant retail buildings as shown on Exhibit C attached hereto.
- D. **Ch. 380 Criteria** means the criteria set forth in Article V that the Developer must meet to receive the Ch. 380 Payments defined in Article VI.
- E. **Ch. 380 Payments** means grant(s) described in Article VI.
- F. **Certifications for Payment** means the payment request that includes a properly executed contractor's "application for payment" from the respective contractor having performed the work for which disbursement is sought, for the amount requested, with all necessary supporting information, including, without limitation, paid invoices for materials or supplies, paid invoices stating the percentage that is certified and approved by the project engineer.

G. **Force Majeure Delays** means delays resulting from an Act of God, fire, earthquake, flood, delays caused by extreme or unusual weather delays (as opposed to usual and typical weather delays that should be accounted for in the schedule for completion of the applicable work), explosion, war, invasion, insurrection, riot, mob violence, unusual delays in obtaining supplies or materials (provided that the party claiming such delay has used commercially reasonable efforts to order such supplies and materials with sufficient time to comply with the completion and/or performance dates set forth in this Agreement), governmental mandates and shut downs (including, without limitation, relating to pandemics or epidemics), sabotage, strike, lockout, action of labor unions, requisitions, laws, or orders of government or civil or military authorities.

**III. GENERAL PROVISIONS**

- A. The Property is not an improvement project financed by tax increment bonds.
- B. The Property is not, as of the Effective Date of this Agreement, owned or leased by any member of the City Council or any member of the Planning and Zoning Commission of the City.
- C. It is acknowledged and agreed by the parties that the completion of the Hwy 71 Frontage Road Improvements is consistent with the purposes of encouraging state and local economic development and to stimulate business and commercial activity within the City.

**IV. REPRESENTATIONS AND WARRANTIES**

- A. The City hereby represents and warrants to the Developer that the City has full constitutional and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the City, is enforceable in accordance with its terms and provision, represents a proprietary action of the City, and does not require the consent of any other governmental authority.
- B. The Developer hereby represents and warrants to the City that the Developer has full constitutional and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all the foregoing have been or will be duly and validly authorized and approved by all actions necessary. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the Developer, is enforceable in accordance with its terms and provisions, and does not require the consent of any other authority or entity.

**V. PERFORMANCE CRITERIA**



In order for the Developer to receive the Ch. 380 Payments described in Article VI, the following are required: (i) Developer obtains a site development permit for Project Phase 1 and (ii) Developer obtains a permit from TxDot to construct the Hwy 71 Frontage Road Improvements.

## VI. ECONOMIC DEVELOPMENT PAYMENTS

- A. Ch. 380 Payments. Subject to the terms and limitations of this Agreement, and the Developer's full and timely performance of, and compliance with, each of the applicable Ch. 380 Criteria set forth in Article V above, the City agrees to pay to the Developer the Ch. 380 Payments (380 Payments) as provided below:
- (i) \$400,000.00 upon obtaining a site development permit for Project Phase 1; and
  - (ii) \$600,000.00 upon obtaining a permit from TxDot for the construction of the Hwy 71 Frontage Road Improvements.
- B. Separate Account. Developer shall place the Ch. 380 Payments into a separate account and draw down on the funds through a certification for payment process with the general contractor as construction of the Hwy 71 Frontage Road Improvements progresses. Copies of all Certification for Payments shall be sent to the City.
- C. Evidence of Actual Costs. Upon Developer's substantial completion of the Hwy 71 Frontage Road Improvements, Developer shall send the City a copy of its final Certification for Payment, together with a certified statement as to the Actual Costs, copies of paid invoices for materials and supplies, unconditional lien waivers for the Hwy 71 Frontage Road Improvements, and evidence satisfactory to the City that there are no liens or encumbrances filed against the Hwy 71 Frontage Road Improvements.

## VII. INCREASED COSTS OR COST SAVINGS

- A. The parties acknowledge and agree that the Hwy 71 Frontage Road Improvements included in the final plans approved by TxDot (the "Final Plans") shall be what constitutes the Hwy 71 Frontage Road Improvements and may vary from what is currently depicted on Exhibit B attached hereto. The Developer's estimated costs to construct the Hwy 71 Frontage Road Improvements are based on Exhibit B, and consequently the amount of the Ch. 380 Payments are based on the same. If the Final Plans include modifications/revisions that cause the costs to construct the Hwy 71 Frontage Road Improvements to exceed \$1,000,000, the City shall be responsible for such excess costs, except that the City shall not be responsible for any excess cost which is a result of price escalations in the marketplace or price increases due to labor or materials shortages or to an increase in the Costs after execution of this Agreement unless the price escalation or price increase is directly attributable to and resulting from (i) tariffs, embargoes, trade disputes, changes in law, or government policy imposed after the execution of the Agreement ("Policy

Changes”) which directly cause increases in pricing for materials or labor , provided that, for price escalation or price increases directly attributable to and resulting from Policy Changes, the implementation date for any such Policy Change was not established or confirmed at the time of execution of this Agreement or (ii) acts of god, provided that any such act of god was not known to Developer at the time of execution of the Agreement.

- B. Should the Actual Costs be less than the 380 Payments then Developer shall refund the City the difference between the Actual Costs and the 380 Payments.

### **VIII. BREACH**

- A. Breach. The following conditions shall constitute a breach of this Agreement:
1. The Developer falsely certifies that is has met the performance criteria submitted to the City under Article VI.
  2. The Developer fails to meet the performance criteria as specified in Article V above.
  3. The City fails to timely make payments to the Developer under the terms of this Agreement.
- B. Notice of Breach. Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default under this Agreement until the passage of thirty (30) business days after receipt by such Party of notice of default from the other Party (the “Cure Period”), which notice shall specify, in reasonable detail, the nature of the default. Upon the passage of the Cure Period without cure of the default, such Party shall be deemed to have defaulted for purposes of this Agreement; provided that, if the nature of the default is such that it cannot be reasonably cured within the Cure Period, the Party receiving the notice of default may, during such Cure Period, give the other Party written notice that it has commenced curing the default within the Cure Period and will diligently and continuously prosecute the cure to completion as soon as reasonably possible
- C. Limitations on Liability. The City shall not be liable for consequential damages, specifically lost profits, and any damages claimed against the City shall be limited to amounts recoverable under Section 271.153 of the Texas Local Government Code.
- D. Personal Liability of Public Officials; No Debt Created. No employee of the City, nor any councilmember or agent of the City, shall be personally responsible for any liability arising under or growing out of this Agreement. The Ch. 380 Payments made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City. Under no circumstances shall the City’s obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.

### **IX. TERMINATION/SELF HELP**

After providing the applicable notice and opportunity to cure, the City may (i) terminate the Agreement or (ii) exercise self-help rights further outlined below, in the event that the Developer fails to complete the Hwy 71 Frontage Road Improvements within 18 months after the Effective Date, subject to Force majeure Delays.

In the event the City elects (ii) above, the City shall have the right, but not the obligation, to assume control of the construction of all or any designated portion of the Hwy 71 Frontage Road Improvements upon written notice to the Developer, and upon such election, the City agrees to proceed to complete the same with reasonable diligence.

**X. NOTICE**

All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail postage prepaid or by hand deliver:

If to Developer: BEBD Frontage Road, LLC  
Attn: Steve Durhman  
100 East Anderson Lane, Ste 200  
Austin, Texas 78752

With a Copy to: Talley Williams  
Metcalf Wolff Stuart & Williams  
221 W. 6<sup>th</sup> Street, Suite 1300  
Austin, Texas 78701

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

With a Copy to: Denton Navarro Rodriguez Bernal Santee & Zech, P.C.  
Attn: Charlie Zech  
2500 W William Cannon Dr Suite 609  
Austin, TX 78745

**XI. CITY COUNCIL AUTHORIZATION**

This Agreement was authorized by motion and vote of the City Council recorded in the minutes authorizing the City Manager or their designee to execute this Agreement on behalf of the City.

**XII. SEVERABILITY**

In the event any section, subsection, paragraph, sentence, phrase, or word is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word.

**XIII. ESTOPPEL CERTIFICATE**

Any party hereto may request an estoppel certificate from another party hereto, so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which if requested will be addressed to a subsequent purchaser or assignee of the Developer, shall include, but not necessarily be limited to statements that this Agreement is in full force and effect without default (or if default exists the nature of same), the remaining term of this Agreement, the levels and remaining term of the eligible grants and such other matters reasonably requested by the Party(ies) to receive the certificates.

**XIV. DEVELOPER’S STANDING**

Developer, as part of this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or City Council actions authorizing same, and Developer shall be entitled to intervene in said litigation.

**XV. APPLICABLE LAWS**

This Agreement shall be construed under the laws of the State of Texas without regard to its conflicts of laws provisions. Venue for any action under this Agreement shall be the State’s District Court of Bastrop County, Texas. This Agreement is performance in Bastrop County, Texas.

**XVI. OTHER AGREEMENTS**

This Agreement embodies all the agreements of the parties relating to their subject matters as specifically set out therein and herein, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified, or supplemented only by an instrument or instruments in writing executed by the parties.

**XVII. HEADINGS**

The headings in this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**XVIII. SUCCESSORS AND ASSIGNS**

The Parties each bind themselves and their successors, executors, administrators, and assigns of such other Party in respect to all covenants of this Agreement.

## **XIX. EXCLUSIVE RIGHTS OF DEVELOPER**

- A. Developer's right, title, and interest into the payments of the Ch. 380 Payments, as described herein, shall be the sole and exclusive property of Developer (or its Transferee), and no other owner of any portion of the Property or third party shall have any claim or right to such funds unless Developer transfers its rights to the Ch. 380 Payments to a Transferee in writing and otherwise in accordance with the requirements set forth herein.
- B. 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 in and to payment of the Ch. 380 Payments (a "Transfer", and the person or entity to whom the Transfer is made, a "Transferee"). Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer is provided to the City.
- C. The Developer agrees that the City may rely conclusively on any written notice of a Transfer provided by the Developer without any obligation to investigate or confirm the Transfer.
- D. 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 a Transfer.

## **XX. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one instrument, and shall be binding and effective when all the parties hereto have executed at least one counterpart.

## **XXI. NO THIRD-PARTY BENEFICIARIES**

For purposes of this Agreement, including its intended operation and effect, the parties specifically agree that: (1) the agreement only affects matters/disputes between the parties of this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with the City or Developer or both; and (2) the terms of this Agreement are no intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Developer.

## **XXII. REMEDIES**

Except as providing in this Agreement, no right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the consent of the Parties. Forbearance or indulgence by either

party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

### **XXIII. BOYCOTTS AND FOREIGN BUSINESS ENGAGEMENTS**

- A. Verifications of Statutory Representations and Covenants. The Owner makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Owner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.
- B. Not a Sanctioned Company. The Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.
- C. No Boycott of Israel. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.
- D. No Discrimination Against Firearm Entities. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.
- E. No Boycott of Energy Companies. The Owner 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 Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

**XXIV. 1295 COMPLIANCE**

Owner hereby certifies that it has filed a Certificate of Interested Parties form in compliance with Texas Government Code, Section 2252.908, if required, and shall update such certificate if required by law.

**XXV. EFFECTIVE DATE**

This Agreement shall be effective on \_\_\_\_\_, 2025 (the “Effective Date”).

**XXVI. EXHIBITS**

- Exhibit A - Property
- Exhibit B - Hwy 71 Frontage Road Improvements
- Exhibit C - Project Phase 1
- Exhibit D - Jobs and Tax Increase
- Exhibit E - Bid/Budget

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year written above.

**DEVELOPER:**

**BEBD FRONTAGE ROAD, LLC**, a Texas limited liability company

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

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

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

**THE STATE OF TEXAS** §

**COUNTY OF** \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, \_\_\_\_\_ of BEBD FRONTAGE ROAD, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)

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



**CITY OF BASTROP, TEXAS**

a home rule city and municipal corporation

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

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

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

**ATTEST:**

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

\_\_\_\_\_, City Secretary

## Exhibit A

### Property

#### LEGAL DESCRIPTION – 19.81 ACRE TRACT

BEING 19.81 ACRES OF LAND, MORE OR LESS, SITUATED IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, OUT OF THE REMAINDER OF A CALLED 30.00 ACRE TRACT CONVEYED TO ERHARD LEGACY PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP, RECORDED IN DOCUMENT NUMBER 201502919, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.B.C.TX.) AND DESCRIBED AS 30.00 ACRES, IN VOLUME 640, PAGE 14, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.B.C.TX.); SAID 19.81 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A CONCRETE MONUMENT (GRID NORTHING: 10,018,464.87 U.S. SURVEY FEET, GRID EASTING: 3,240,280.48 U.S. SURVEY FEET) ON THE SOUTH LINE OF A TRACT OF LAND OWNED BY LLOYD F. KETHA, DESCRIBED AS A 322.78 ACRE TRACT IN BASTROP COUNTY APPRAISAL DISTRICT RECORDS (NO RECORDING INFORMATION), FOR THE COMMON NORTH CORNER OF THIS TRACT AND LOT 8, THE SETTLEMENT ON THE COLORADO, A SUBDIVISION OF RECORD IN PLAT BOOK 2, PAGE 259-B, PLAT RECORDS OF BASTROP COUNTY, TEXAS (P.R.B.C.TX.);

THENCE SOUTH 03 DEGREES 53 MINUTES 00 SECONDS EAST, WITH THE EAST LINE OF THIS TRACT AND THE WEST LINE OF SAID SETTLEMENT ON THE COLORADO SUBDIVISION, AT A DISTANCE OF 1492.10 FEET PASSING A 3/8-INCH IRON ROD AND CONTINUING FOR A TOTAL DISTANCE OF 1494.52 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET ON THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 71 (VARIABLE WIDTH RIGHT-OF-WAY), BEING ON A CURVE TO THE LEFT, FOR THE COMMON SOUTH CORNER OF THIS TRACT AND SAID SETTLEMENT ON THE COLORADO SUBDIVISION;

THENCE WITH THE SOUTH LINE OF THIS TRACT AND THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 71 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) WITH SAID CURVE TO THE LEFT, HAVING A RADIUS 5358.71 FEET, AN ARC LENGTH OF 415.34 FEET, A CENTRAL ANGLE OF 04 DEGREES 26 MINUTES 27 SECONDS, AND A CHORD THAT BEARS NORTH 89 DEGREES 58 MINUTES 45 SECONDS WEST, A DISTANCE OF 415.24 FEET TO A TXDOT TYPE 1 MONUMENT FOUND (DAMAGED) WITH BASE INTACT, AND

2) SOUTH 87 DEGREES 46 MINUTES 13 SECONDS WEST, A DISTANCE OF 190.23 FEET TO A 1/2-INCH IRON ROD WITH YELLOW CAP STAMPED "CHAPARRAL BOUNDARY" FOUND AT A FENCE POST FOR THE SOUTHWEST CORNER OF THIS TRACT, SAME BEING THE INTERSECTION OF SAID STATE HIGHWAY 71 AND EDWARD BURLESON ROAD, ALSO BEING THE SOUTH EAST CORNER OF BURLESON CROSSING, A SUBDIVISION OF RECORD IN BASTROP COUNTY IN PLAT BOOK 5, PAGE 14A, P.R.B.C.TX.;

THENCE WITH THE WEST LINE OF THIS TRACT, THE EAST LINE OF SAID BURLESON CROSSING SUBDIVISION, AND SAID EDWARD BURLESON ROAD THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) NORTH 02 DEGREES 13 MINUTES 44 SECONDS WEST, A DISTANCE OF 1385.43 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,

2) WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.23 FEET, A CENTRAL ANGLE OF 89 DEGREES 54 MINUTES 31 SECONDS, AND A CHORD THAT BEARS NORTH 42 DEGREES 43 MINUTES 32 SECONDS EAST, A DISTANCE OF 35.33 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET, AND

3) NORTH 02 DEGREES 15 MINUTES 29 SECONDS WEST, A DISTANCE OF 68.91 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET ON THE SOUTH LINE OF SAID KETHA 322.78 ACRE TRACT, FOR THE COMMON NORTH CORNER OF THIS TRACT AND SAID BURLESON CROSSING;

THENCE NORTH 87 DEGREES 57 MINUTES 26 SECONDS WEST, WITH THE NORTH LINE OF THIS TRACT AND THE SOUTH LINE OF SAID KETHA 322.78 ACRE TRACT, A DISTANCE OF 537.08 FEET TO THE POINT OF BEGINNING AND CONTAINING 19.81 ACRES OF LAND, MORE OR LESS.

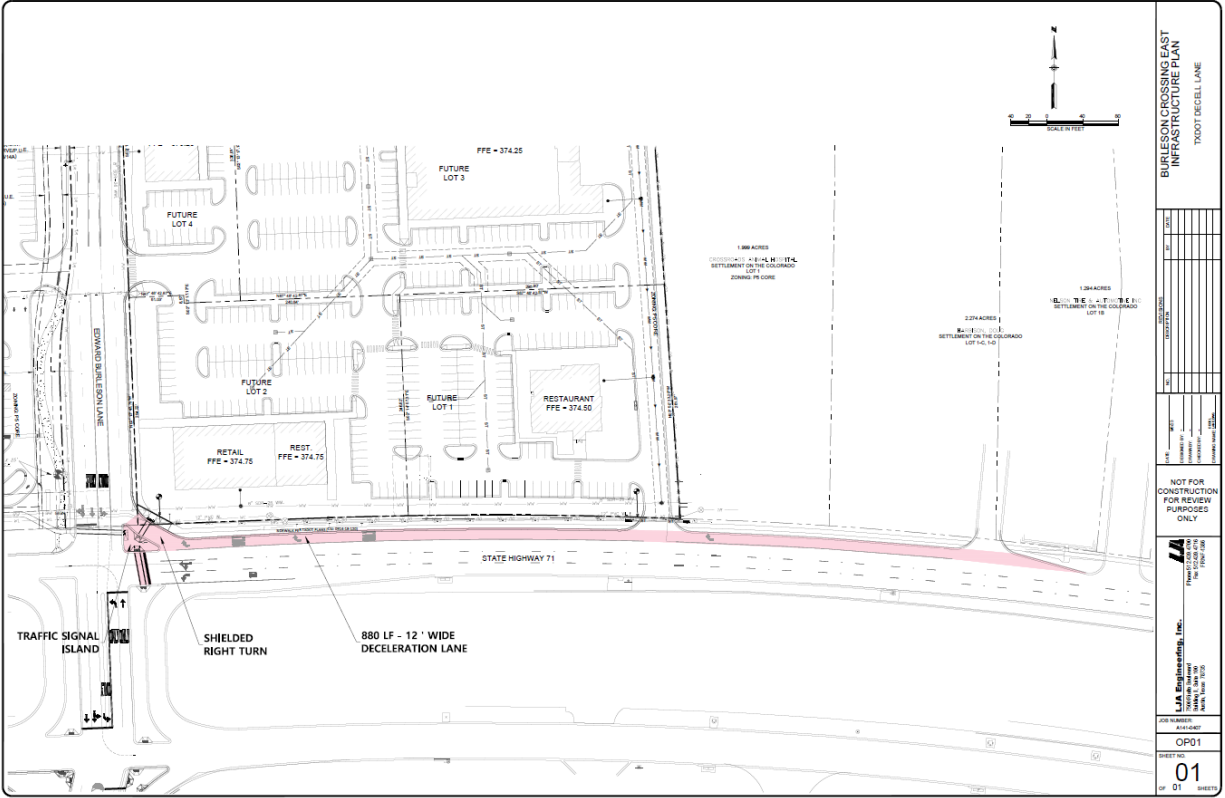
*Matt Overall*

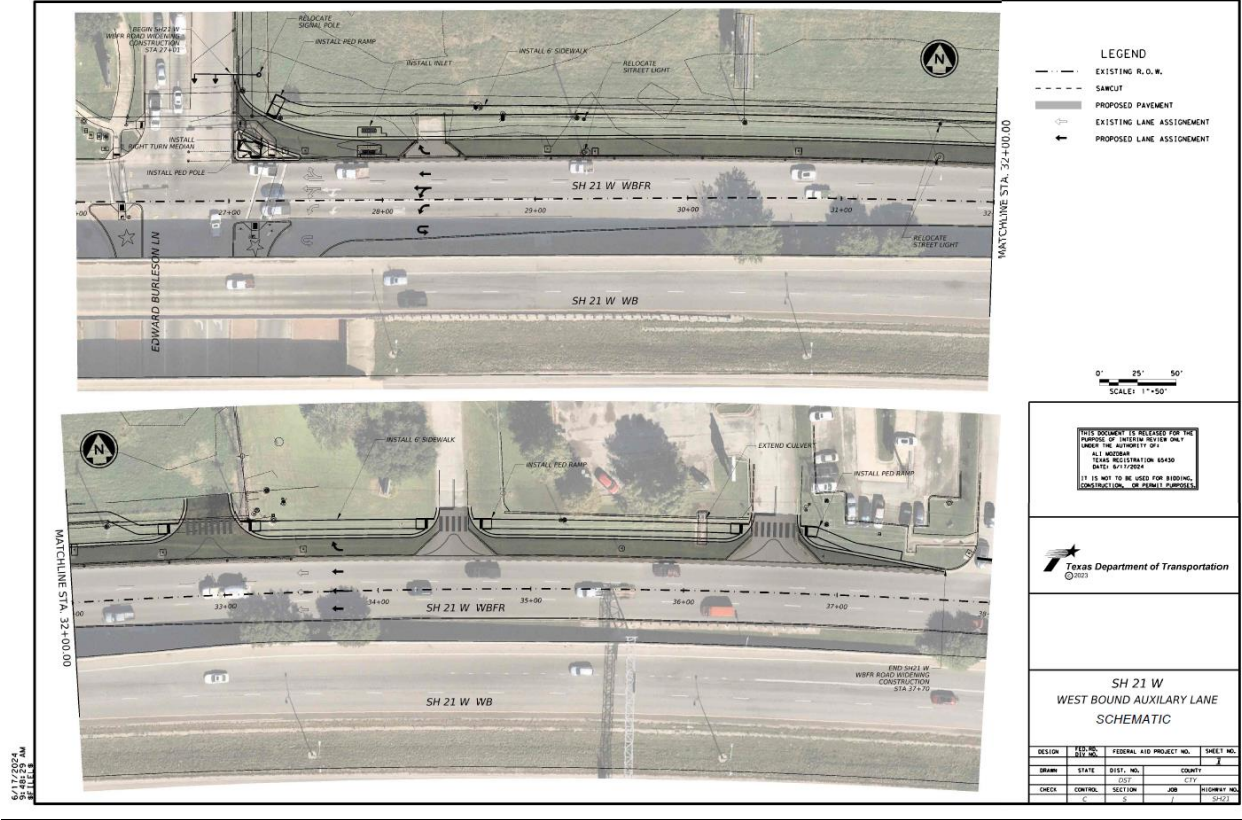


Matt Overall  
June 17, 2022  
Registered Professional Land Surveyor No. 6864  
LJA Surveying, Inc.  
7500 Rialto Blvd, Building II, Suite 100  
Austin, TX 78735  
(512) 493-4700  
TBPLS No. 10194382

### Exhibit B

## Hwy 71 Frontage Road Improvements





- LEGEND**
- EXISTING R.O.W.
  - - - SAWCUT
  - ▬ PROPOSED PAVEMENT
  - ▬ EXISTING LANE ASSIGNMENT
  - ▬ PROPOSED LANE ASSIGNMENT

0' 25' 50'  
SCALE: 1"=50'

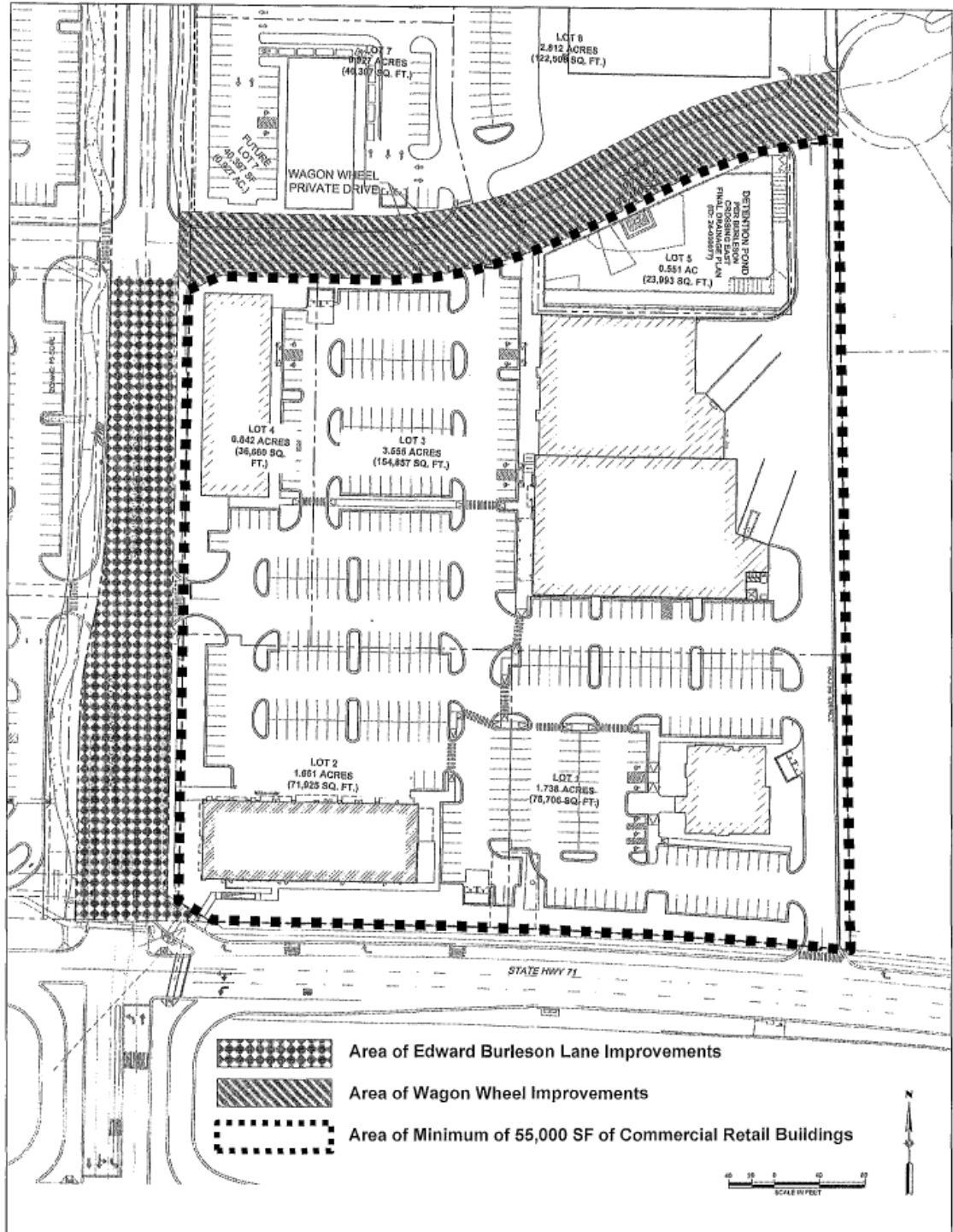
THIS DOCUMENT IS PREPARED FOR THE  
PURPOSE OF UNDERWRITING ONLY  
ALL WARRANTIES  
TERMINATION ON 05/05  
DATE: 6/11/2024  
IT IS NOT TO BE USED FOR BIDDING,  
CONSTRUCTION, OR FINANCIAL PURPOSES.



**SH 21 W  
WEST BOUND AUXILIARY LANE  
SCHEMATIC**

DESIGN	FED. DIST. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
STATE	DIST. NO.	COUNTY	
CITY			
CHECK	CONTROL	SECTION	JOB
			HIGHWAY NO.

EXHIBIT C  
Performance Requirements—First Phase



Burleson East\Detention Pond & Shared Road Declaration\Exhibit C - Performance Requirements - First Phase.pub

**Exhibit D**

Jobs and Tax Increase

Project Retail Sales/Employment/Taxation Valuation based on similar leases in the existing Burleson Crossing and projected Tenants in Burleson Crossing East.

1. Property Taxes

Projected Valuation at build out	-	\$30,000,000
Current Tax Rate/100	-	<u>\$1.96313</u>
Projected Annual Tax Increase	-	\$430,000

2. Sales Tax

Retail Sales based on current Tenants projected at build out	-	\$60,000,000
Sales Tax Rate	-	<u>1.5%</u>
Projected Sales Tax Reimbursement back to Bastrop	-	\$900,000


3. Jobs

Current Retailers projected in the first phase are projected to add	-	300 jobs
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## Exhibit E

### Bid/Budget

Project:		SH21W WB AUX LANE		 LJA Engineering, Inc.			
COUNTY:							
LJA Project LIMITS:		A141-2401					
LENGTH:		0.2 MI					
ESTIMATE B DATE:		KEIVAN AMINI 6/18/2024					
ITEM #	SPEC	BID CODE	DESCRIPTION	UNITS	EST. QTY.	PROJECT UNIT COST	AMOUNT
1	TXDOT	416 6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	14	\$360.00	\$5,040.00
2	TXDOT	416 6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	20	\$340.00	\$6,800.00
3	TXDOT	610 6004	RELOCATE RD ILL ASM (TRANS-BASE)	EA	2	\$4,200.00	\$8,400.00
4	TXDOT	618 6029	CONDT (PVC) (SCH 40) (3")	LF	260	\$26.00	\$6,760.00
5	TXDOT	618 6053	CONDT (PVC) (SCH 80) (3")	LF	450	\$30.00	\$13,500.00
6	TXDOT	620 6007	ELEC CONDR (NO 8) BARE	LF	100	\$3.00	\$300.00
7	TXDOT	620 6008	ELEC CONDR (NO 8) INSULATED	LF	300	\$3.00	\$900.00
8	TXDOT	624 6008	GROUND BOX TY C (162911)W/APRON	EA	3	\$1,700.00	\$5,100.00
9	TXDOT	624 6010	GROUND BOX TY D (162922)W/APRON	EA	2	\$1,700.00	\$3,400.00
10	TXDOT	628 6004	ELC SRV TY A 120/240 660(INS)AL(E)S(PIO)	EA	1	\$8,000.00	\$8,000.00
11	TXDOT	662 6001	VEH SIG SEC (12")LED(GRN)	EA	4	\$350.00	\$1,520.00
12	TXDOT	662 6002	VEH SIG SEC (12")LED(GRN ARW)	EA	2	\$350.00	\$700.00
13	TXDOT	662 6003	VEH SIG SEC (12")LED(YEL)	EA	4	\$350.00	\$1,520.00
14	TXDOT	662 6004	VEH SIG SEC (12")LED(YEL ARW)	EA	1	\$350.00	\$350.00
15	TXDOT	662 6005	VEH SIG SEC (12")LED(RED)	EA	4	\$350.00	\$1,520.00
16	TXDOT	662 6018	PED SIG SEC (LED)(COUNTDOWN)	EA	2	\$1,000.00	\$2,000.00
17	TXDOT	662 6054	BACKPLATE W/REF BRDR(3 SEC)(VENT)ALUM	EA	2	\$220.00	\$440.00
18	TXDOT	662 6055	BACKPLATE W/REF BRDR(4 SEC)(VENT)ALUM	EA	1	\$260.00	\$260.00
19	TXDOT	662 6056	BACKPLATE W/REF BRDR(5 SEC)(VENT)ALUM	EA	1	\$270.00	\$270.00
20	TXDOT	660 6003	INSTALL HWY TRF SIG (SYSTEM)	EA	1	\$30,000.00	\$30,000.00
21	TXDOT	664 6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	200	\$3.00	\$600.00
22	TXDOT	664 6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	150	\$5.00	\$750.00
23	TXDOT	664 6076	TRF SIG CBL (TY C)(12 AWG)(2 CONDR)	LF	200	\$2.50	\$500.00
24	TXDOT	666 6282	RELOC TRF SG PL AM(S)SNGL MST ARM POLE	EA	1	\$6,000.00	\$6,000.00
25	TXDOT	667 6001	PED POLE ASSEMBLY	EA	3	\$3,000.00	\$9,000.00
26	TXDOT	668 6002	PED DETECT PUSH BUTTON (STANDARD)	EA	2	\$1,000.00	\$2,000.00
27	TXDOT	104 6022	REMOVING CONC (CURB AND GUTTER)	LF	1200	\$19.67	\$23,604.00
28	TXDOT	104 6032	REMOVING CONC (WHEELCHAIR RAMP)	SY	28	\$58.24	\$1,630.72
29	TXDOT	105 6011	REMOVING STAB BASE AND ASPH PAV (2'-6")	SY	750	\$11.98	\$8,985.00
30	TXDOT	110 6001	EXCAVATION (ROADWAY)	CY	1100	\$29.72	\$32,692.00
31	TXDOT	247 6366	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS)	CY	200	\$118.36	\$23,672.00
32	TXDOT	310 6001	PRIME COAT (MULTI OPTION)	GAL	120	\$8.66	\$1,039.20
33	TXDOT	400 6005	CEM STABIL BKFL	CY	4	\$237.29	\$949.16
34	TXDOT	422 6013	BRIDGE SIDEWALK	SF	84	\$40.00	\$3,360.00
35	TXDOT	464 6005	RC PIPE (CL III)(24 IN)	LF	127	\$200.00	\$25,400.00
36	TXDOT	465 6158	INLET(COIMPL)(PAZDI)(FG)(3FTX3FT-3FTX3FT)	EA	2	\$8,000.00	\$16,000.00
37	TXDOT	479 6006	ADJUSTING INLET (CAP)	EA	1	\$3,362.96	\$3,362.96
38	TXDOT	502 6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	M/O	3	\$9,734.98	\$29,204.94
39	TXDOT	506 6002	ROCK FILTER DAMS (INSTALL)(TY 2)	LF	100	\$49.33	\$4,933.00
40	TXDOT	506 6011	ROCK FILTER DAMS (REMOVE)	LF	100	\$16.98	\$1,698.00
41	TXDOT	506 6042	BIODEG EROSN CONT LOGS (INSTL) (18")	LF	100	\$11.26	\$1,126.00
42	TXDOT	506 6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	100	\$2.75	\$275.00
43	TXDOT	529 6008	CONC CURB & GUTTER (TY II)	LF	1100	\$53.69	\$59,059.00
44	TXDOT	536 6004	CONC DIRECTIONAL ISLAND	SY	18	\$210.00	\$3,780.00
45	TXDOT	644 6001	IN SM RD SN SUP&M TY10BWG(1)SA(P)	EA	10	\$797.78	\$7,977.80
46	TXDOT	644 6076	REMOVE SM RD SN SUP&M	EA	10	\$152.92	\$1,529.20
47	TXDOT	666 6030	REFL PAV MRK TY I (W)8"(DOT)(100MIL)	LF	750	\$2.30	\$1,725.00
48	TXDOT	666 6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	650	\$1.62	\$1,053.00
49	TXDOT	666 6042	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	LF	200	\$10.00	\$2,000.00
50	TXDOT	666 6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	220	\$10.62	\$2,336.40
51	TXDOT	666 6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	2	\$194.34	\$388.68
52	TXDOT	666 6076	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	2	\$217.43	\$434.86
53	TXDOT	666 6099	REF PAV MRK TY I (W)(18"YLD TRI)(100MIL)	EA	5	\$50.00	\$250.00
54	TXDOT	672 6007	REFL PAV MRKR TY I-C	EA	20	\$7.00	\$140.00
55	TXDOT	672 6010	REFL PAV MRKR TY II-C-R	EA	20	\$7.00	\$140.00
56	TXDOT	672 6016	TRAFFIC BUTTON W	EA	50	\$7.00	\$350.00
57	TXDOT	3076 6001	D-GR HMA TY-B PG64-22	TON	10	\$133.54	\$1,335.40
58	TXDOT	3076 6048	D-GR HMA TY-D PG76-22	TON	10	\$256.19	\$2,561.90
59	TXDOT	3081 6007	TOM-C PG76-22 SAC-A	TON	10	\$328.82	\$3,288.20
60	TXDOT	3084 6001	BONDING COURSE	GAL	10	\$8.23	\$82.30
61	TXDOT	5000 6002	GEOGRID BASE REINFORCEMENT (TY II)	SY	10	\$7.95	\$79.50
62	TXDOT	5007 6029	FLOWABLE BACKFILL	CY	10	\$533.62	\$5,336.20
63	TXDOT	531 6002	CONC SIDEWALKS (5")	SY	565	\$150.00	\$84,750.00
64	TXDOT	531 6024	CURB RAMPS (TY 7)	SY	289	\$200.00	\$57,800.00
65	TXDOT	531 6030	CURB RAMPS (TY 21)	SY	34	\$200.00	\$6,800.00
66	TXDOT	531 6031	CURB RAMPS (TY 22)	SY	18	\$200.00	\$3,600.00
						<b>SUBTOTAL:</b>	<b>\$540,427.42</b>
MISCELLANEOUS ITEMS							
67			REVEGETATION	SY	900	\$2.00	\$1,800.00
68			CONSTRUCTION SUPERVISION/OVERHEAD/INSURANCE	LS	1	\$50,000.00	\$50,000.00
69			DEVELOPMENT SUPERVISION	LS	1	\$20,000.00	\$20,000.00
70			SOFT COST-ENGINEERING/LEGAL	LS	1	\$45,000.00	\$45,000.00
71			CONSTRUCTION FINANCING-INTEREST/LOAN COSTS	LS	1	\$45,000.00	\$45,000.00
72			MOBILIZATION PAYMENT (10%)	LS	-	\$5,042.74	\$5,042.74
						<b>CONSTRUCTION SUBTOTAL:</b>	<b>\$756,270.16</b>
73			CONTINGENCY (20%)	LS	-	-	\$151,254.03
						<b>SH21 W WB AUX LANE TOTAL:</b>	<b>\$907,524.19</b>
*SIDEWALK RELATED ITEMS							
<i>This estimate is based upon TxDOT Average Unit Bid Prices dated February 2024</i>							
<i>Any opinion of construction costs prepared by LJA is supplied for the general guidance of the Client only.</i>							
<i>Since LJA has no control over competitive bidding or market conditions, LJA cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.</i>							





# STAFF REPORT

**MEETING DATE:** April 8, 2025

**TITLE:**

Consider and act on Resolution No. R-2025-73, authorizing the issuance of a Request for Qualifications (RFQ) for Bond Counsel Services

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Andres Rosales, Assistant City Manager

**BACKGROUND/HISTORY:**

On December 10, 2024, the City Council approved Resolution No. R-2024-182 accepting the withdrawal of the Bojorquez Law Firm, PC, and the resignation of Alan Bojorquez as City Attorney. At this same meeting, the City Council directed the City Manager to seek an interim City Attorney.

The City Council met on December 17, 2024, to interview and select an interim City Attorney. After deliberations, the City Council selected Denton Navarro Rodriguez Bernal Santee & Zech, PC, as the Interim City Attorney.

The City Council is soliciting a Request for Qualifications (RFQ) for the position of City Attorney. The proposed schedule (subject to change) for the RFQ process is as follows:

April 8, 2025	Council reviews Request for Qualifications.
April 9, 2025	Request for Qualifications are sent to List of Vendors.
April 9, 2025	Advertise Notice in Elgin Courier Newspaper – 1 of 2.
April 16, 2025	Advertise Notice in Elgin Courier Newspaper – 2 of 2.
May 8, 2025	Request for Statement of Qualifications Due at 2:00 p.m. (Copies of SOQs will be delivered to each Councilmember for review).
May 13, 2025	Executive Session to review SOQs and select short list for interviews.
May 27, 2025	Council interviews Firms from Short List; Executive Session posted for deliberation. Select Finalist. (Start at 5:00 p.m. to get the interviews in before Council meeting begins.)
May 28 – June 6, 2025	Check references & Finalize contract.

June 10, 2025

Council approves Contract and appoints City Attorney.

**FISCAL IMPACT:**

City Attorney services are provided on a contractual and budgeted basis each fiscal year.

**RECOMMENDATION:**

Approve Resolution No. R-2025-73 and authorize the issuance of the Request for Qualifications for City Attorney Services.

**ATTACHMENTS:**

1. Resolution No. R-2025-73
2. Request for Qualifications – City Attorney Services

**RESOLUTION NO. R-2025-73**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE ISSUANCE OF A REQUEST FOR QUALIFICATIONS FOR CITY ATTORNEY SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** pursuant to Texas Local Government Code Section 51.001, the City of Bastrop (“City”) has general authority to adopt an ordinance, resolution, or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

**WHEREAS,** the City of Bastrop City Council recognizes it is in the best interest of the City to issue a Request for Qualifications (RFQ) for experienced Professional Legal Firms for the purpose of providing City Attorney services to the City on a contractual basis; and

**WHEREAS,** the City, upon receiving solicited submittals from proposers, will review and select the proposer who provides the best value for the City, after evaluation and selection a resolution will be presented to City Council for the award of a contract for City Attorney Services.

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

**Section 1.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

**Section 2. Execution:** The City Council approves and authorizes the execution of a Request for Qualifications for City Attorney Services, attached and incorporated herein as Exhibit A, consistent with the applicable provisions of state law, City Charter, the City’s Code of Ordinances, and the City’s adopted purchasing and procurement policies.

**Section 4. Repealer:** To the extent reasonably possible, resolutions are to be read together in harmony. However, all resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters regulated.

**Section 5. Severability:** Should any of the clauses, sentences, paragraphs,

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

**Section 6. Effective Date:** This Resolution shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City’s Charter, its Code of Ordinances, and the laws of the State of Texas.

**Section 7. Proper Notice & Meeting:** It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, TX, on this, the 8th day of April, 2025.**

**THE CITY OF BASTROP, TEXAS:**

\_\_\_\_\_  
John Kirkland, Mayor Pro-Tem

**ATTEST:**

\_\_\_\_\_  
Victoria Psencik, Assistant City Secretary



**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney  
Denton Navarro Rocha Bernal & Zech, P.C.



**REQUEST FOR QUALIFICATIONS (RFQ)  
AND  
STATEMENT OF QUALIFICATIONS**

**CITY ATTORNEY SERVICES**

**FOR**

**CITY OF BASTROP**

**RFQ NO. COB-2025-01**

**DUE DATE: THURSDAY, MAY 8, 2025 AT 2:00 P.M.**

**CITY OF BASTROP, TEXAS  
1311 Chestnut Street  
Bastrop, Texas 78602  
(512) 332-8800**

**<https://www.cityofbastrop.org>**

## I. Purpose

The City of Bastrop, a Home Rule Municipality, is soliciting Request for Qualifications (RFQ) from experienced Professional Legal Firms for the purpose of providing City Attorney services to the City of Bastrop on a contractual basis.

The firm/individual will be tasked with providing general municipal counsel, basic legal services, guidance on special projects, and advice to the City Council. The City requests that one attorney be designated as the point of contact or lead attorney.

## II. Services Required

The firm/individual selected is to possess a Juris Doctorate from an accredited law school by the American Bar Association, a license to practice law in the State of Texas, and be a member in good standing with the Texas Bar. Five (5) years experience of legal services for Texas municipality(ies) with a comprehensive knowledge of municipal law, municipal finance, personnel law, and employment law, as well as land use and regulation, is required. Approved as defense counsel for Texas Municipal League Intergovernmental Risk Pool is preferred.

### Basic legal services required include:

- a. Providing a variety of proactive, high-quality and timely legal opinions to the City Council and City Staff.
- b. Reviewing and drafting ordinances, resolutions, contracts, agreements, deeds, and easements;
- c. Negotiating and administering contracts, as well as assisting with the resolution of contractual disputes;
- d. Providing timely advice regarding government operations, elections, open meetings, public information, City Ordinances, State law, property matters, and real estate matters, including annexation, zoning, and condemnation;
- e. Providing proactive legal counsel on issues pertaining to personnel policies and procedures and providing counsel in all compliance employment matters such as, but not limited to state and federal employment law, Workers Compensation, EEOC, FLSA, FMLA and OSHA requirements
- f. Reviewing agendas and materials for the City Council meeting, preparing legal advice;
- g. Attending regular meetings of the City Council and occasional special meetings. (Generally two regular meetings monthly – typically the 2<sup>nd</sup> and 4<sup>th</sup> Tuesday);
- h. Attending Board and Commission meetings only on an “as – needed” basis;
- i. Staying abreast and informing the City of new or proposed State and Federal legislations affecting the City;
- j. Knowledge of Texas Public Information Act and Texas Open Meeting Act;
- k. Knowledge of the creation of Public Improvement Districts (PID), Municipal Utility Districts (MUD), Tax Increment Reinvestment Zones (TIRZ), and Municipal Management Districts (MMD).

- l. Knowledge of laws and methods to facilitate effective code enforcement to improve deteriorating areas in the City, including demolition procedures and property maintenance code provisions;
- m. Providing counsel and advice to City Council, Staff, and Boards and Commissions; and
- n. Assisting City Officials and employees to maintain awareness of ethical standards and appearance of fairness standards, and to avoid potential conflicts of interest, prohibited transactions and the appearance of prohibited transactions.
- o. Providing prosecutor services for municipal court Class C misdemeanor cases.

### III. Proposal Requirements

**Each Request for Qualification (RFQ) must address, but does not need to be limited to the following issues:**

1. Introductory letter with a general description and background of the firm and the services it provides. The letter should indicate your firm's understanding of the scope and requirements relating to this proposal. A person who is authorized by the organization to enter into an agreement with the City of Bastrop will sign the letter.
2. Firm or individual name, including the owner, address, and telephone number. Provide the address of all firm offices, identifying in which office the work will be performed, the number of years of continuous operation under the current law firm name, and if less than ten years, provide the former name of the firm.
3. Attach a list of Principals in the firm. Include a biographical sketch of each, including education, years of experience, years of municipal law experience, and any areas of specialty within the field of municipal law.
4. Provide the name and complete resume of the assigned Attorney who will have primary responsibility for the City of Bastrop's legal matters.
5. Provide a list of attorneys who will provide services to the City. Include a description of these attorneys' education, years of legal experience, years of municipal legal experience, and any areas of specialty within the field of municipal law.
6. Provide a complete list of all current municipal clients, including email and phone contact information. Please identify five clients that you think are most comparable to the City of Bastrop.
7. If your firm has represented a city in the last five years that you no longer serve as City Attorney, please provide the following information:
  - a. Name of the city.
  - b. Name of City Manager (or appropriate reference) and contact information.
  - c. Explanation regarding why you no longer represent that city.
8. Provide a brief summary of the firm's experience in each of the following areas and your

strategy for managing those areas in which your firm does not have experience and would be required to outsource:

- Business contracts and agreements.
  - Bidding and procurement.
  - Ordinances and resolutions.
  - Real estate matters, including condemnations, platting, deeds and easements.
  - Subdivision Regulations.
  - Zoning matters.
  - Annexation and Extraterritorial Jurisdiction issues.
  - Election procedures and law.
  - Eminent Domain.
  - Open meetings and open records.
  - State law as it pertains to municipalities.
  - Personnel matters, including non-civil service police and fire.
  - Zoning and development processes.
  - Economic development incentives, including Chapter 380 provisions.
  - Economic development corporations.
  - Tax Increment Reinvestment Zones.
  - Police and Public Safety specialty law.
  - Special Districts (e.g. MDD; PID, MUD, etc...)
  - Utility districts, water supply corporations, and emergency service districts.
  - Charter and charter amendments.
  - Municipal Court Prosecution of Class C Misdemeanor cases.
9. Please list any client that you currently represent that could cause a potential conflict of interest with the City of Bastrop. Describe how you would resolve these current or future potential conflicts of interest.
  10. If your firm has represented any client in the past fifteen years against the City of Bastrop or one of its employees, please describe the case(s).
  11. If you have filed any litigation in the last five years in which a municipality or the Texas Municipal League was a defendant, please describe the case(s).
  12. Any other items that the firm/individual deems necessary. Each submittal should also provide a summary detailing the experience and understanding of the role of providing consulting legal services, including how the City Attorney balances the relationship between the Mayor and Council as well as the City Manager and staff.
  13. The proposing firm must have all professional licenses required by the State of Texas to provide the services that are required. **Proof of these licenses must be included as a part of the submittal.**
  14. Demonstrate methodologies that your firm has used in the past to create efficiencies in the delivery of your services, thus reducing costs to your clients. Examples might be remote participation in meetings, reduced rates for travel time, use of paralegals for some services, etc. Propose how those efficiencies might be applied to Bastrop.
  15. The firm must utilize computer equipment, software and systems compatible with current City computer equipment, software, and systems. The City has largely converted to Microsoft 365 and primarily uses Microsoft Teams.

#### IV. Evaluation Process



The City reserves the right to accept or reject any and all submissions in the best interest of the City. In connection with the evaluation, the City may invite one or more applicants to make an oral presentation to the City Council at a time and location to be announced and may require the submission of supplemental material intended to substantiate or clarify information previously submitted.

The following information will be taken into consideration during the evaluation process:

- Meets qualifications identified in the Request for Qualifications.
- Proposals included complete and clear responses to items.
- Demonstrated expertise in municipal law as outlined in Section III, Question 7.
- Available support staff and range of services offered.
- Demonstration of workload and a level of experience commensurate with the level of service required by the City.
- The professional reputation for providing high-quality services, ability to work cooperatively with the City Council, City Manager, City staff and demonstrates sound judgment, integrity, and reliability as determined by the references provided.

Based on the Council's review of submittals, it is expected that several firms may be shortlisted for further consideration and may be required to submit supplemental information. Additionally, the selected firm(s) may be required to make a presentation before the Mayor and City Council. Interviews of short-listed firms will be scheduled on Tuesday, May 27, 2025 starting at 5:00 p.m. The targeted date for the formal selection of firms and approval of contracts is at the June 10, 2025, Council meeting.

**Please submit one (1) original and one (1) electronic (USB flash drive) PDF copy of the Qualifications Statement by 2:00 p.m. local time on Thursday, May 8, 2025. Submittals received after the submittal date and time will not be considered.**

**The submittal may be hand-delivered to the physical address or mailed. Facsimile and Email transmittals will not be accepted. The outside of the envelope or container must state:**

**Request for Qualifications: City Attorney Services**

*Mailing Address:*

**City of Bastrop  
Attn: City Secretary  
1311 Chestnut Street  
Bastrop, TX 78602**

*Physical Address for Courier Service:*

**City of Bastrop  
Attn: City Secretary  
1311 Chestnut Street  
Bastrop, TX 78602**

All responses submitted become the property of the City of Bastrop and are subject to the Public Information Act (Texas Government Code Chapter 552). All documentation shall be open for public inspection, except for trade secrets and confidential information identified by the firm as such. All confidential information should be specifically and conspicuously marked as such in red. The City of Bastrop will follow all requirements and procedures in the Public Information Act when responding to requests for disclosure of documents.

**V. Contract award**

The contract will be awarded for an initial period of one year. The agreement will then be automatically renewed for additional one-year periods unless terminated by either party. However, the City Attorney shall work at the pleasure of the Bastrop City Council, and nothing herein shall limit

their ability to terminate the contract at will with no notice or penalty.

All costs directly or indirectly related to the preparation of a response to this RFQ or any oral presentation required to supplement and/or clarify the RFQ, which may be required, shall be the sole responsibility of and shall be borne by your firm. There is no expressed or implied obligation on the part of the City of Bastrop to reimburse responding firms for any expenses incurred in preparing or presenting a Request for Qualifications in response to this request.

The City reserves the right to require additional technical and pricing information, have discussions with Respondents regarding all elements which comprise the Respondents' proposals, to accept all or part of any proposal, to reject any or all proposals, and to re-solicit for proposals.

## VI. Inquiries

Respondents shall direct all inquiries and communications concerning this Request for Qualifications to the Point of Contact listed below:

City Secretary Office  
City of Bastrop, TX  
Bastrop, TX 78602  
[citysec@cityofbastrop.org](mailto:citysec@cityofbastrop.org)  
512-332-8800

**Proposed Schedule of Events\***

- April 8, 2025**                      **Council reviews Request for Qualifications.**
- April 9, 2025**                      **Request for Qualifications are sent to List of Vendors.**
- April 9, 2025**                      **Advertise Notice in Elgin Courier Newspaper – 1 of 2.**
- April 16, 2025**                      **Advertise Notice in Elgin Courier Newspaper – 2 of 2.**
- May 8, 2025**                        **Request for Qualifications Due at 2:00 p.m. (Copies of RFQ’s will be delivered to each Councilmember for review).**
- May 13, 2025**                      **SPECIAL Executive Session to review RFQ’s and select short list for interviews.**
- May 27, 2025**                      **Council interviews Firms from Short List; Executive Session posted for deliberation. Select Finalist. (Start at 5:00 p.m. to get the interviews in before Council meeting begins.)**
- May 28 – June 6, 2025**              **Check references & Finalize contract.**
- June 10, 2025**                      **Council approves Contract and appoints City Attorney.**

**\*SCHEDULE IS SUBJECT TO CHANGE.**



# STAFF REPORT

**MEETING DATE:** April 8, 2025

**TITLE:**

Consider and act on Resolution No. R-2025-74, authorizing the issuance of a Request for Qualifications (RFQ) for Bond Counsel Services

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Andres Rosales, Assistant City Manager

**BACKGROUND/HISTORY:**

The City Council is soliciting a Request for Qualifications (RFQ) for Bond Counsel Services. Bond counsel's primary function is to provide a legal opinion regarding the validity of the bonds, ensuring they are legally binding and enforceable. They also advise on the federal and state tax treatment of interest paid on the bonds, ensuring compliance with tax regulations. They review and draft legal documents related to bond issuance, including bond ordinances, resolutions, and other necessary paperwork. Bond counsel ensures that the bond issuance process complies with all applicable laws, regulations, and procedures.

This RFQ is for contractual bond counsel services for a one-year period and will be automatically renewed annually unless terminated by either party.

**FISCAL IMPACT:**

Bond Counsel services are contractual and budgeted per project and per issuance of debt.

**RECOMMENDATION:**

Approve Resolution No. R-2025-74 and authorize the issuance of the Request for Qualifications for Bond Counsel Services.

**ATTACHMENTS:**

1. Resolution No. R-2025-74
2. Request for Qualifications – Bond Counsel Services

**RESOLUTION NO. R-2025-74**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE ISSUANCE OF A REQUEST FOR QUALIFICATIONS FOR BOND COUNSEL SERVICES; PROVIDING SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** pursuant to Texas Local Government Code Section 51.001, the City of Bastrop (“City”) has general authority to adopt an ordinance, resolution, or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

**WHEREAS,** the City of Bastrop City Council recognizes it is in the best interest of the City to issue a Request for Qualifications (RFQ) for experienced Professional Legal Firms for the purpose of providing Bond Counsel services to the City on a contractual basis; and

**WHEREAS,** the City, upon receiving solicited submittals from proposers, will review and select the proposer who provides the best value for the City, after evaluation and selection a resolution will be presented to City Council for the award of a contract for Bond Counsel Services.

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

**Section 1.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

**Section 2. Execution:** The City Council approves and authorizes the execution of a Request for Qualifications for Bond Counsel Services, attached and incorporated herein as Exhibit A, consistent with the applicable provisions of state law, City Charter, the City’s Code of Ordinances, and the City’s adopted purchasing and procurement policies.

**Section 4. Repealer:** To the extent reasonably possible, resolutions are to be read together in harmony. However, all resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters regulated.

**Section 5. Severability:** Should any of the clauses, sentences, paragraphs, sections, or parts of this Resolution be deemed invalid, unconstitutional, or

unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.

**Section 6. Effective Date:** This Resolution shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City’s Charter, its Code of Ordinances, and the laws of the State of Texas.

**Section 7. Proper Notice & Meeting:** It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, TX, on this, the 8th day of April 2025.**

**THE CITY OF BASTROP, TEXAS:**

\_\_\_\_\_  
John Kirkland, Mayor Pro-Tem

**ATTEST:**

\_\_\_\_\_  
Victoria Psencik, Assistant City Secretary



**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney  
Denton Navarro Rocha Bernal & Zech, P.C.



**REQUEST FOR QUALIFICATIONS (RFQ)  
AND  
STATEMENT OF QUALIFICATIONS**

**BOND COUNSEL**

**FOR**

**CITY OF BASTROP**

**RFQ NO. COB-2025-02**

**DUE DATE: THURSDAY, MAY 8, 2025 AT 2:00 P.M.**

**CITY OF BASTROP, TEXAS  
1311 Chestnut Street  
Bastrop, Texas 78602  
(512) 332-8800**

**<https://www.cityofbastrop.org>**

## I. Purpose

The City of Bastrop, a Home Rule Municipality, is soliciting a Statement of Qualifications (SOQ) from experienced Professional Legal Firms for the purpose of providing Bond Counsel services to the City of Bastrop on a contractual basis.

The firm/individual will be tasked with providing legal advice, representing the City in legal matters, providing guidance on special projects, advising the City Council, and preparing legal documents in relation to the issuance of debt as authorized by the State of Texas and in accordance with Federal Law. The City requests that one attorney be designated as the point of contact or lead attorney.

## II. Services Required

The firm/individual selected is to possess a Juris Doctorate from an accredited law school by the American Bar Association, a license to practice law in the State of Texas and be a member in good standing with the Texas Bar. Five (5) years' experience of legal services for Texas municipality(ies) with a comprehensive knowledge of municipal law and municipal finance.

### Summary of Scope of Work:

- a. Providing a variety of proactive, high-quality and timely legal opinions to the City Council and City Staff.
- b. Provide advice and assistance on a continuing basis, as needed, on the legal requirements of various municipal financing structures, including, but not limited to, advice concerning tax issues, securities, and responsibilities of the City with respect to its debt issuances, including representations regarding whether Bond Counsel or Co-Bond Counsel, to its knowledge, is aware of any facts or omissions of facts that would make the City's disclosure untrue or misleading.
- c. Assist the City's legal and financial staff and the City's financial advisor in preparation of official statements, including, but not limited to preparing and/or reviewing preliminary official statements, and other documents necessary or appropriate to the authorization, issuance, sale or delivery of municipal securities.
- d. Prepare all necessary legal documents in connection with the authorization, issuance, sale and delivery of bonds, certificates, notes and other debt instruments, including notices of intent to issue, agenda notices, ordinances and resolutions authorizing issuance, bid documents, closing certificates, paying agent/registrar agreements, escrow agreements, trust indentures, and other documentation as required by the City, the Texas Attorney General, the rating agencies and the insurance providers.
- e. Rendering an opinion that the City's bonds are binding obligations of the City and are validly issued under Texas law and that the interest on the bonds is excludable from gross income tax under federal law.
- f. Produce and provide multiple copies of all bond transcripts, as requested, for City use.
- g. Attend meetings with City staff, attend City Council briefings and meetings, bid openings and bond sales, and other meetings, including, but not limited to, meetings with potential investors, rating agencies and or credit enhancement providers, as may be requested by the City Attorney, City Manager or Finance Director.



- h. Provide legal advice concerning the restrictions on the expenditure of City bond funds. Keep City abreast of federal and state law and federal tax developments that might be applicable to the City's financing program or tax-exempt status of the City's proposed and outstanding bonds. This may include assisting in the development of alternative financing programs for potential capital projects, evaluating state and federal legislation on behalf of the City, and performing other tasks as required.
- i. Request and obtain approval of bond issues from the Texas Attorney General and any other required authorities.
- j. Review bond proofs and supervise the execution and delivery of the bonds or other debt instruments.
- k. Assist in the preparation of a no-arbitrage certificate for the CITY in connection with its debt issuances and any other required IRS filings.
- l. Providing general advice on compliance with securities laws. Provide advice on and be familiar with the creation of Public Improvement Districts (PID), Municipal Utility Districts (MUD), Tax Increment Reinvestment Zones (TIRZ), and Municipal Management Districts (MMD).
- m. Providing any other legal services, advice or opinions as requested related to the City's financial reporting and financing program.
- n. Preparing and/or reviewing preliminary official statements, and other disclosure documents necessary or appropriate to the authorization, issuance, sale or delivery of municipal securities.
- o. Providing training for City staff and City Council with respect to disclosure rules, regulations and responsibilities.
- p. Assist City staff in documenting and updating internal written policies and procedures with respect to disclosure activities, including both initial offering documents and ongoing disclosure obligations.
- q. Assist staff in monitoring disclosure requirements to help staff ensure timely and complete disclosures.
- r. Assist City staff in preparation of bond election documents and canvassing.

### III. Proposal Requirements

**The Statement of Qualifications must address, but does not need to be limited to the following issues:**

1. Introductory letter with a description of the history and background of the firm, identification of the services currently being provided to municipalities in Texas and other information relevant to the provision of Bond Counsel Services. A person who is authorized by the organization to enter into an agreement with the City of Bastrop will sign the letter.
2. General Information about the firm.

- a. Firm or individual name, including the owner, address, and telephone number.
  - b. History of firm.
  - c. List names and titles of officers of the firm who will be directly responsible for Bond Counsel services include education, years of experience, years of bond counsel experience, and any other areas of specialty.
  - d. Information pertaining to the firm's compliance with licensing and other requirements.
3. Provide a complete list of all current municipal clients, including email and phone contact information. Please identify three clients that you think are most comparable to the City of Bastrop, including the dollar amount of the debt issue or other financing.
  4. If your firm has represented a city in the last five years that you no longer serve as Bond Counsel, please provide the following information:
    - a. Name of the city.
    - b. Name of City Manager (or appropriate reference) and contact information.
    - c. Explanation regarding why you no longer represent that city.
  5. Provide a brief summary of the firm's experience and your strategy for managing the scope of work in that your firm does not have experience and would be required to outsource.
  6. Please list any client that you currently represent that could cause a potential conflict of interest with the City of Bastrop. Describe how you would resolve these current or future potential conflicts of interest.
  7. Any other items that the firm/individual deems necessary. Each submittal should also provide a summary detailing the experience and understanding of the role of providing consulting bond counsel services.
  8. Attach a copy of the bond counsel services contract proposed by the firm without fee information.

#### IV. Evaluation Process

The SOQ's will be evaluated using a point system (100) on the following categories. The firms/teams with the highest total scores will be recommended for interviews or contract negotiations. The following items are requested to be placed in order to allow easier review:

##### **A. Firm - Responsiveness to the Request for Qualifications (30 points)**

1. Background of the firms (15)
  - Legal name of the firm
  - Location of office conducting the work
  - Date of firm formation
  - Legal business description (Individual, Corporation, Joint Venture, etc.)
2. References (5)
  - Client name and contact information.
  - Provide project name, start and completion date, or status of the project
  - Description of the project and services provided
3. Availability and dedication to City of Bastrop project (5)
  - Provide a statement on the availability of professionals that will be involved in the project and how the firm will interface with the City.
  - List of who will be assigned (main point of contact)

- 4. Clarity and brevity of the response and requested information included and thoroughness of response to the requirements (5)

**Work Categories (70 points)**

- 5. Qualifications of key personnel adequate for requirement (15)  
(resumes can be placed within an appendix – no page limit)
- 6. Verifiable relevant experience (25)  
(relevant experience within 5 years in Texas. List experience in Bond Counsel services)
- 7. Understanding of the project (10)
- 8. Proposed Quality Control/Quality Assurance Program (10)
- 9. Creativity and thoroughness of proposed approach and/or methodology to providing services (10)  
(describe any potential issues that could be encountered during the design and/or construction phases and firm’s approach to address those issues, such as project schedule, labor shortage, equipment delivery, etc.)

It is understood that the City reserves the right to accept or reject any and/or all responses to this RFQ as it shall deem to be in the best interest of the City. Projects will be awarded based on the City Council’s approval of the contract award.

All responses submitted become the property of the City of Bastrop and are subject to the Public Information Act (Texas Government Code Chapter 552). All documentation shall be open for public inspection, except for trade secrets and confidential information identified by the firm as such. All confidential information should be specifically and conspicuously marked as such in red. The City of Bastrop will follow all requirements and procedures in the Public Information Act when responding to requests for disclosure of documents.

**Please submit one (1) original and one (1) electronic (USB flash drive) PDF copy of the Qualifications Statement by 2:00 p.m. local time on Thursday, May 8, 2025. Submittals received after the submittal date and time will not be considered.**

**The submittal may be hand-delivered to the physical address or mailed. Facsimile and Email transmittals will not be accepted. The outside of the envelope or container must state: Request for Qualifications: City Attorney Services**

*Mailing Address:*

*Physical Address for Courier Service:*

**City of Bastrop  
Attn: City Secretary  
1311 Chestnut Street  
Bastrop, TX 78602**

**City of Bastrop  
Attn: City Secretary  
1311 Chestnut Street  
Bastrop, TX 78602**

**V. Contract award**

This solicitation will be the only method of submitting qualification statements for the project listed in this RFQ. Firms will be pre-qualified based on submittals and the evaluation criteria stated herein.

Some or all of the pre-qualified firms considered for project selection may, at the sole discretion of the City, be required to appear for oral presentations. The oral presentations, if required, shall be conducted so as to solicit information to enable the committee to evaluate the capability of the applicable firms to provide the services. The City of Bastrop will notify the firms of the schedule, order, and procedure for the presentation, including the content, time limits, use of handouts or visual aids, etc. The oral presentations shall be scored by the Selection Committee. Notwithstanding the foregoing, the City of Bastrop emphasizes that it may elect to forego oral presentations for this project.

Consequently, all responses shall be comprehensive and clear on their face, and no firm should rely upon the opportunity to present additional or clarifying information at a later time.

Upon conclusion of the project selection process, the City will attempt to negotiate a contract for the provision of services with the most qualified firm. If a satisfactory contract cannot be reached, negotiations will end with that firm and negotiations will begin with the second most qualified firm, and so on according to the provisions of Chapter 2254 of the Texas Government Code. The City of Bastrop City Council will approve the final selection and the proposed contract. The contract will be awarded for an initial period of one year. The agreement will then be automatically renewed for additional one-year periods unless terminated by either party.

All costs directly or indirectly related to the preparation of a response to this RFQ, or any oral presentation required to supplement and/or clarify the RFQ, which may be required, shall be the sole responsibility of and shall be borne by your firm. There is no expressed or implied obligation on the part of the City of Bastrop to reimburse responding firms for any expenses incurred in preparing or presenting a Request for Qualifications in response to this request.

The City reserves the right to require additional technical and pricing information, have discussions with Respondents regarding all elements which comprise the Respondents' proposals, to accept all or part of any proposal, to reject any or all proposals, and to re-solicit for proposals.

## VI. Inquiries

Respondents shall direct all inquiries and communications concerning this Request for Qualifications to the Point of Contact listed below:

City Secretary Office  
City of Bastrop, TX  
Bastrop, TX 78602  
[citysec@cityofbastrop.org](mailto:citysec@cityofbastrop.org)  
512-332-8800

### **Proposed Schedule of Events\***

- April 8, 2025** Council reviews Request for Qualifications.
- April 9, 2025** Request for Qualifications is posted online.
- April 9, 2025** Advertise Notice in Elgin Courier Newspaper – 1 of 2.
- April 16, 2025** Advertise Notice in Elgin Courier Newspaper – 2 of 2.
- May 8, 2025** Statement for Qualifications Due at 2:00 p.m. (Copies of SOQs will be delivered to the committee for review).
- May 12 – 23, 2025** Committee interviews Firms from Short List; Select Finalist.
- May 26 – June 4, 2025** Check references & Finalize contract.
- June 10, 2025** Council approves Contract.

**\*SCHEDULE IS SUBJECT TO CHANGE.**