Bastrop, TX City Council Meeting Agenda

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

July 12, 2022

Regular City Council Meeting at 6:30 PM

Regular Meeting at 6:30 PM

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

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

PLEASE NOTE: ANYONE IN ATTENDANCE WISHING TO ADDRESS THE COUNCIL MUST COMPLETE A CITIZEN COMMENT FORM AND GIVE THE COMPLETED FORM TO THE CITY SECRETARY PRIOR TO THE START OF THE CITY COUNCIL MEETING. ALTERNATELY, IF YOU ARE UNABLE TO ATTEND THE COUNCIL MEETING, YOU MAY COMPLETE A CITIZEN COMMENT FORM WITH YOUR COMMENTS AT CITYOFBASTROP.ORG/CITIZENCOMMENT BEFORE 5:00 P.M. ON THE DATE OF THE MEETING. COMMENTS SUBMITTED BY THIS TIME WILL BE DISTRIBUTED TO THE CITY COUNCIL PRIOR TO MEETING COMMENCEMENT, REFERENCED AT THE MEETING, AND INCLUDED WITH THE MEETING MINUTES. COMMENTS FROM EACH INDIVIDUAL WILL BE LIMITED TO THREE (3) MINUTES WHEN READ ALOUD.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE - Grace, Chase, Johnathan, and Tia

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

3. INVOCATION - Bob Long, Police Chaplain

4. PRESENTATIONS

4A. Mayor's Report

4B. Council Members' Report

4C. City Manager's Report

5. WORK SESSIONS/BRIEFINGS

5A. Receive presentation on proposed amendments to the Rules of Procedure for the City Council and Boards and Commissions.

Submitted by: Ann Franklin, City Secretary

6. STAFF AND BOARD REPORTS

6A. Presentation from organizations applying for FY2023 Community Support Funding.

Submitted by: Candice Butts, Community Impact Manager

7. CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the Council must complete a citizen comment form and give the completed form to the City Secretary prior to the start of the City Council meeting. Alternately, if you are unable to attend the council meeting, you may complete a citizen comment form with your comments at www.cityofbastrop.org/citizencommentform before 5:00 p.m. on July 12, 2022. Comments submitted by this time will be distributed to the city council prior to meeting commencement, referenced at the meeting, and included with the meeting minutes. Comments from each individual will be limited to three (3) minutes when read aloud. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Manager for research and possible future action.

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

8. CONSENT AGENDA

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

8A. Consider action to approve City Council minutes from the June 28, 2022, Regular meeting.

Submitted by: Ann Franklin, City Secretary

8B. Consider action to approve the second reading of Ordinance No. 2022-05 of the City Council of the City of Bastrop, amending the Comprehensive Plan by changing the Future Land Use designation from Rural Residential to Industry for Bastrop Colorado Bend, LLP for 312.591 +/- acres of land out of the Stephen F. Austin Survey Abstract 2, to the west of Lovers Lane, located within the city limits of the City of Bastrop, as attached in Exhibit A; and providing for findings of fact, adoption, enforcement, a repealer, and severability; establishing an effective date; and proper notice and meeting.

Submitted by: Jennifer C. Bills, Director of Planning & Development

8C. Consider action to approve the second reading of Ordinance No. 2022-06 of the City Council of the City of Bastrop amending the Transportation Master Plan - Master Thoroughfare Plan and Street Grid for Bastrop Colorado Bend, LLP for 546.364 +/- acres of land out of the Stephen F. Austin Survey, Abstract 2, to the west of Lovers Lane, located within the city limits of the City of Bastrop and the City of Bastrop Extraterritorial Jurisdiction; as attached in Exhibit A; and providing for findings of fact, adoption, enforcement, a repealer, and severability; establishing an effective date; and proper notice and meeting.

Submitted by: Jennifer C. Bills, Director of Planning & Development

8D. Consider action to approve the second reading of Ordinance No. 2022-17 of the City Council of the City of Bastrop, Texas approving the 2021 Service Plan Update, including provisions related to assessments for the Hunters Crossing Public Improvement District; approving a Fiscal Year 2022 assessment roll for the District; and containing other provisions related to the Hunters Crossing Public Improvement District and the Hunter's Crossing Local Government Corporation; and providing for an effective date.

Submitted by: Tracy Waldron, Chief Financial Officer

8E. Consider action to approve Resolution No. R-2022-59 of the City Council of the City of Bastrop, Texas, awarding a contract with Southern Utility Works, LLC for the Public Works (PW) Detention Pond Pump Station (PS) to an amount of Two Hundred Ninety-One Thousand Two Hundred Seventy-Three Dollars and Three Cents ($291,273.03);authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Fabiola M. de Carvalho, MIAM Director of Engineering and Capital Project Management Department

8F. Consider action to approve Resolution No. R-2022-60 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Hunt Communities for The Colony MUD 1C Section 8, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Jennifer C. Bills, Director of Planning & Development

8G. Consider action to approve Resolution No. R-2022-61 of the City Council of the City of Bastrop, Texas, approving an amendment to the 2013 Memorandum of Understand between DM Pecan Park Associates, Ltd., and the City of Bastrop shown herein as Exhibit A, authorizing, authorizing the city manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Trey Job, Assistant City Manager

9. ITEMS FOR INDIVIDUAL CONSIDERATION

9A. Consider action to approve Resolution No. R-2022-55 for approving an appeal of a Certificate of Appropriateness to paint the rear masonry wall of the building at 910 & 912 Main Street, on 0.17 acres of Building Block 9 West of Water Street, known as the Kleinert and Kesselus buildings, attached in Exhibit A; authorizing the city manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Jennifer C. Bills, Director of Planning & Development

9B. Hold public hearing and consider action to approve the first reading of Ordinance No. 2022-18 of the City of Bastrop, Texas updating and amending Bastrop Code of Ordinances, Chapter 13, Article 13.12, entitled “Impact Fees”, updating the land use assumptions, capital improvement plan and amending impact fees for water and wastewater utilities, providing for an effective date; and move to include on the July 28, 2022 agenda for a second reading.

Submitted by: Traci Waldron, Chief Financial Officer

9C. Consider action to approve the second reading of Ordinance No. 2022-15 of the City Council of the City of Bastrop, Texas, approving the Burleson Crossing East Zoning Concept Scheme, changing the zoning for 12.95 acres out of the Nancy Blakey Survey Abstract 98, from P2 Rural to P5 Core and establishing warrants on 19.81 acres, located east of Edward Burleson Lane and north of State Highway 71, within the city limits of Bastrop, Texas, as shown in Exhibits A, B, and C, providing for findings of fact, adoption, repealer, severability and enforcement, proper notice and meeting; and establishing an effective date.

Submitted by: Jennifer C. Bills, Director of Planning & Development

9D. Consider action to approve Resolution No. R-2022-56 of the City Council of the City of Bastrop, Texas approving the First Amendment to the Development and Annexation Agreement between the City of Bastrop a Home Rule City, and Bastrop Colorado Bend, LLC, a Texas Limited Liability Company for 546.364+/- acres of land out of the A2 Stephen F. Austin, to the West of Lovers Lane, located within the City of Bastrop Extraterritorial Jurisdiction, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Jennifer C. Bills, Director of Planning & Development

9E. Consider action to approve the second reading of Ordinance No. 2022-04 of the City Council of the City of Bastrop, Texas, annexing Bastrop Colorado Bend phase 1, for 312.61 acres of land out of the Stephen F. Austin Survey, Abstract No. 2, located west of Lovers Lane and southeast of the Colorado River, as shown in Exhibit A, providing for findings of fact, adoption, establishing zoning and character district, repealer, severability, filing and enforcement; establishing an effective date; and proper notice and meeting.

Submitted by: Jennifer C. Bills, Director of Planning & Development

9F. Consider action to approve the second reading of Ordinance No. 2022-07 of the City Council of the City of Bastrop, Texas, approving the Bastrop Colorado Bend Zoning Concept Scheme, changing the zoning for 312.591 acres out of the Stephen F. Austin Survey Abstract 2, from P2 Rural to PEC Employment Center and establishing a plan on 312.591 acres, located west of Lovers Lane, within the city limits of the City of Bastrop, as shown in Exhibit A, providing for findings of fact, adoption, repealer, severability and enforcement, proper notice and meeting; and establishing an effective date.

Submitted by: Jennifer C. Bills, Director of Planning & Development

10. ADJOURNMENT

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

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

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: Thursday, July 7, 2022, at 2:00 p.m. and remained posted for at least two hours after said meeting was convened.

/s/Ann Franklin
Ann Franklin, City Secretary

STAFF REPORT

MEETING DATE: July 12, 2022

TITLE:
Mayor's Report

AGENDA ITEM SUBMITTED BY:
Paul A. Hofmann, 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.

ATTACHMENTS:

- PowerPoint

Mayor's Report
July 12, 2022



TML Region 10 Meeting

STAFF REPORT

MEETING DATE: July 12, 2022

TITLE:
Council Members' Report

AGENDA ITEM SUBMITTED BY:
Paul A. Hofmann, City Manager

POLICY EXPLANATION:

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

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

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

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

STAFF REPORT

MEETING DATE: July 12, 2022

TITLE:
City Manager's Report

AGENDA ITEM SUBMITTED BY:
Submitted by: Paul A. Hofmann, City Manager

POLICY EXPLANATION:

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

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

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

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

STAFF REPORT

MEETING DATE: July 12, 2022

TITLE:
Receive presentation on proposed amendments to the Rules of Procedure for the City Council and Boards and Commissions.

AGENDA ITEM SUBMITTED BY:
Ann Franklin, City Secretary

BACKGROUND/HISTORY:
The Rules of Procedure for the City Council and Boards and Commissions, contains Section 1.4 Annual Review, which states:

> *"Following the municipal elections each year, Council will review these rules of procedure annually, make changes as appropriate, and adopt their own rules of procedure in accordance with the Charter at the first scheduled meeting in July. In the event no annual review occurs, the standing rules of procedure continue in effect. This does not limit the Council's right and ability to amend the rules at any other time during the year, in accordance with the Charter."*

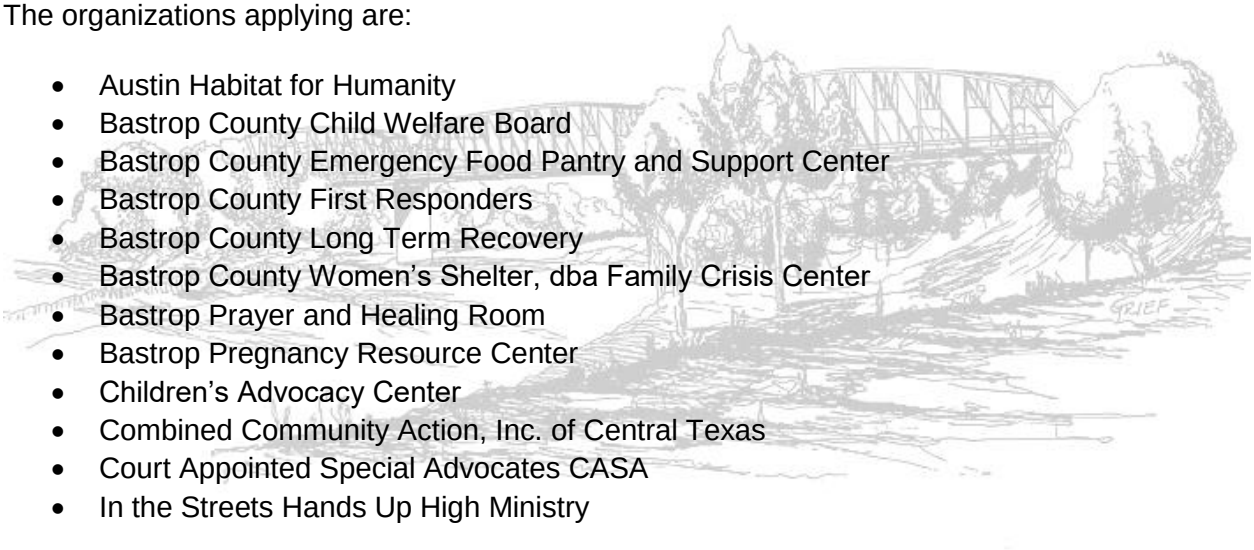
STAFF REPORT

MEETING DATE: July 12, 2022

TITLE:
Presentation from Organizations applying for FY 2023 Community Support Funding.

AGENDA ITEM SUBMITTED BY:
Candice Butts, Community Impact Manager

BACKGROUND/HISTORY:
The organizations applying are:



- Austin Habitat for Humanity
- Bastrop County Child Welfare Board
- Bastrop County Emergency Food Pantry and Support Center
- Bastrop County First Responders
- Bastrop County Long Term Recovery
- Bastrop County Women's Shelter, dba Family Crisis Center
- Bastrop Prayer and Healing Room
- Bastrop Pregnancy Resource Center
- Children's Advocacy Center
- Combined Community Action, Inc. of Central Texas
- Court Appointed Special Advocates CASA
- In the Streets Hands Up High Ministry

Organizations providing charitable services to the citizens of Bastrop, that could be provided by the City of Bastrop are eligible to apply for Community Support funding.

FISCAL IMPACT:
The total requested funding for FY 2023 is $153,808.00. The funding amount for the current fiscal year 2022 is $131,962.00.

RECOMMENDATION:

A funding recommendation will be included in the proposed FY 23 budget presented on July 26, 2022.

ATTACHMENTS:
- Funding Request Recap Sheet
- Applications

CITY OF BASTROP
COMMUNITY SUPPORT FUNDING REQUESTS FY2022-2023

Organization	FY19-20 APPROVED FUNDING	FY20-21 APPROVED FUNDING	FY21-22 APPROVED FUNDING	FY22-23 REQUESTED FUNDING
Austin Habitat for Humanity, Inc.	$ 10,000	$ 12,000	$ 12,000	$ 15,000
Bastrop County Child Welfare Board	$ 2,000	$ 2,000	$ 2,000	$ 2,000
Bastrop County Emergency Food Pantry (incl NIBBLES prog.)	$ 33,658	$ 33,658	$ 33,685	$ 33,658
Bastrop County First Responders	$ 14,787	$ 15,841	$ 17,277	$ 17,500
Bastrop County Long Term Recovery Team	$ 10,000	$ 10,000	$ 10,000	$ 10,000
Bastrop County Women's Shelter, Inc. - Family Crisis Center	$ 9,200	$ 10,000	$ 9,500	$ 12,000
Bastrop Prayer and Healing Room	$ -	$ -	$ -	$ 13,750
Bastrop Pregnancy Resource Center	$ 7,500	$ 8,000	$ 7,500	$ 15,650
Children's Advocacy Center of Bastrop County	$ 6,400	$ 7,000	$ 8,000	$ 15,000
Combined Community Action, Inc.	$ 6,400	$ 7,000	$ 8,000	$ 10,000
Court Appointed Special Advocate of Bastrop County (CASA)	$ 6,400	$ 7,000	$ 8,000	$ 8,000
Feed The Need	$ 6,500	$ 7,000	$ 8,000	$ -
In the Streets-Hands Up High Ministry	$ 6,200	$ -	$ 8,000	$ 15,000
TOTAL	**$ 119,045**	**$ 119,499**	**$ 131,962**	**$ 153,808**

CITY OF BASTROP
2023 COMMUNITY SUPPORT FUNDING APPLICATION

ORGANIZATION INFORMATION

Austin Habitat for Humanity, Inc. — Official Name of Organization
06/02/2022 — Date

500 West Ben White Boulevard — Address
Austin — City
TX — State
78704 — Zip

Kate Reznick — Contact Person
kreznick@ahfh.org — E-mail

512-472-8788 x117 — Phone Number
512-476-1304 — Fax Number

74-2373217 — Federal ID #
73651401 — State ID #

$ 15,000
Funding Amount Requested

If additional space is needed when filling in the application, please attach a separate sheet to the application.

If your organization received funding last year:

Amout Requested: $ 15,000 Amount Funded: $ 12,000

Provide a brief summary of your organization and the program you are requesting funds for:

Since 1985, Austin Habitat for Humanity has been empowering hardworking lower-income families to change their lives for the better through affordable housing. With the help of our generous communities, we've built more than 500 homes sold to families at affordable cost; provided critical home repairs to more than 380 older adults, people with disabilities and others in need; improved the financial capability of more than 13,000 local residents through education and counseling; and benefited the community and environment through our three ReStores. Funding requested from the City of Bastrop will support our Home Repair program, making homes safe and stable for families.

Describe the results you have experienced with this program and include statistics:

The Home Repair program launched in 2006 as "A Brush With Kindness," performing light repairs for low-income Central Texas homeowners. In 16 years, we have grown to provide critical health and safety repairs -- like new roofs, revamped HVAC systems, accessible bathrooms, safe flooring, plumbing and other major repairs -- for more than 380 families. Most of our families are headed by an older adult (72% over the past five years) and many have a family member with disabilities (more than 30%). Many of these families are living on fixed incomes and none can afford to make the repairs that will keep them safe and independent at home as repair costs continue to soar.

Specify how the funds will be used for the program and how the program services benefit City of Bastrop citizens:

All funds received from the City of Bastrop will be used to support the direct costs of providing critical repairs to one or more low-income Bastrop homeowners. These costs include payments to skilled local contractors who will perform the bulk of the repairs, as well as labor costs for our direct-service team as applicable.

CITY OF BASTROP
2023 COMMUNITY SUPPORT FUNDING APPLICATION

If requesting a larger funding amount than last year, what specifically will you spend the increase on:

Austin Habitat for Humanity, like other entities in the home construction market, is facing a significant increase in costs for materials and skilled labor. However, as a nonprofit organization with a mission to serve lower-income families in need, we work to avoid passing on our increased costs to our program participants wherever possible. To continue offering the Home Repair program without cost to the participant and providing the types of critical repairs and accessibility modifications that will help families remain safe and independent, we are increasing funding requests to several supporters.

Identify any in-kind services you need, currently receive, or have received in the past from the City of Bastrop:

We do not currently receive in-kind services from the City of Bastrop. We are interested in finding out what types of in-kind services are available, but have not identified any current needs.

Describe how you will track the number of City of Bastrop citizens benefited by the program and provide the number of City of Bastrop citizens who received your services in the last 12 months.

Austin Habitat's Home Repair team maintains a detailed file for each homeowner/family assisted with home repairs, as well as tracking each family's demographics, progress and contractor payments. We also maintain an interest list of homeowners who have reached out to us or been referred by our partner organizations. Our system easily allows us to track the locations of each family, including those located in the City of Bastrop. In the past 12 months, we have supported two City residents -- a 91-year old Black woman who unfortunately passed away during the qualification process, and her daughter, who co-owned the home and also needed assistance.

The information contained herein and attached to this application is true and correct to the best of my knowledge. I hereby acknowledge that any funding received from the City of Bastrop must be expended as I have represented in this application and according to any requirements set by the City of Bastrop City Council and to the program guidelines. I agree that if funds are not expended accordingly, said funds will be returned to the City of Bastrop within ten (10) days from the date the City of Bastrop demands such.

Will you commit to quarterly meetings and leveraging with other non-profit organizations? Yes ☑ No ☐

Phyllis Snodgrass

Digitally signed by Phyllis Snodgrass
DN: cn=Phyllis Snodgrass, o=Austin Habitat for Humanity, ou, email=psnodgrass@ahfh.org, c=US
Date: 2022.06.03 12:00:35 -05'00'

Authorized Signature for the Applicant

June 2, 2022

Date

Phyllis Snodgrass

Chief Executive Officer

Title

City of Bastrop - Finance Department Use Only
☐ Verified current 501(c)3 Status
☐ Good standing on contract reporting requirments

CITY OF BASTROP
2023 COMMUNITY SUPPORT FUNDING APPLICATION

ORGANIZATION INFORMATION

Bastrop County Child Welfare Board — June 13, 2022
Official Name of Organization — Date

127 McCarthy Drive — Bastrop — TX — 78602
Address — City — State — Zip

Randy Fritz — rnfritz@austin.rr.com
Contact Person — E-mail

512-636-6145 — N/A
Phone Number — Fax Number

80-0714683 —
Federal ID # — State ID #

$ 2,000
Funding Amount Requested

If additional space is needed when filling in the application, please attach a separate sheet to the application.

If your organization received funding last year:

Amout Requested: $ 2,000 Amount Funded: $ 2,000

Provide a brief summary of your organization and the program you are requesting funds for:

Bastrop County Child Welfare Board (CWB) is a governmental entity authorized by the commissioners court under state law. It is not a 501(c)(3). CWB raises and allocates funds for children who need basic supplies after they are placed with a relative (rather than a foster parent). The state does not provide funds for these kinds of needs for the relatives of children in DFPS care ("kinship care"). This mission does not overlap with CASA support of families in emergency financial situations. We also provide gift cards for birthdays, Christmas, and summer recreation. In 2022, we are paying for back-to-school clothing for all children under the care of DFPS who need them.

Describe the results you have experienced with this program and include statistics:

During the pandemic, CWB fund-raising and expenditures have increased. CWB plays a critical role in ensuring children in kinship care have clothing, bedding, backpacks, and other basic necessities that cannot be retrieved when they are forcibly removed from a dangerous situation. CWB is also the only source of funds for birthday and Christmas presents for many foster children in Bastrop County (100-125 children). Because of increased fundraising this year, we have also been able to replenish our supply of clothing that is available to DFPS caseworkers who have children under their supervision who have outgrown their clothing and need new underwear, pants, shirts, and outerware.

Specify how the funds will be used for the program and how the program services benefit City of Bastrop citizens:

The requested funds support children who are placed in foster or kinship care within the City of Bastrop as well as those removed from abusive situations in the city. Historically, 15-20% of CWB expenditures help children who are removed and/or placed within the City of Bastrop. That percentage has gone up considerably in the past 18 months. During that period, 25 Bastrop children received a total of $6,475 in assistance (more than triple the amount we received from the City of Bastrop). An unknown number of Bastrop children also received clothing purchased by DFPS with CBS funds.

CITY OF BASTROP
2023 COMMUNITY SUPPORT FUNDING APPLICATION

If requesting a larger funding amount than last year, what specifically will you spend the increase on:

N/A. We are requesting the same amount.

Identify any in-kind services you need, currently receive, or have received in the past from the City of Bastrop:

None

Describe how you will track the number of City of Bastrop citizens benefited by the program and provide the number of City of Bastrop citizens who received your services in the last 12 months.

DFPS and the CWB Treasurer collaborate to track all placement-related expenditures relative to the location of a child's removal and placement. This information is now documented by municipality as well as zip code. As a result, we are able to identify the number of children within the City of Bastrop who benefit from direct CWB expenditures as well as the amount of placement-related money spent on children removed from the City of Bastrop and/or placed within it. We are not able to track the amount spent on clothing that is distributed by caseworkers on a case-to-case basis since those items are purchased in bulk by DFPS with CWB funds.

The information contained herein and attached to this application is true and correct to the best of my knowledge. I hereby acknowledge that any funding received from the City of Bastrop must be expended as I have represented in this application and according to any requirements set by the City of Bastrop City Council and to the program guidelines. I agree that if funds are not expended accordingly, said funds will be returned to the City of Bastrop within ten (10) days from the date the City of Bastrop demands such.

Will you commit to quarterly meetings and leveraging with other non-profit organizations? Yes [✓] No [ ]

Authorized Signature for the Applicant

6/14/2023
Date

Randy Fritz

Board Member
Title

City of Bastrop - Finance Department Use Only
[ ] Verified current 501(c)3 Status
[ ] Good standing on contract reporting requirments

CITY OF BASTROP
2023 COMMUNITY SUPPORT FUNDING APPLICATION

ORGANIZATION INFORMATION

Bastrop County Emergency Food Pantry — Official Name of Organization

6/10/22 — Date

806 Fayette St. | Bastrop | TX | 78602
Address | City | State | Zip

Tresha Silva — Contact Person

director@bastropfoodpantry.org — E-mail

512-303-0033 — Phone Number

512-321-4544 — Fax Number

74-2485884 — Federal ID #

State ID #

$33,658 — Funding Amount Requested

If additional space is needed when filling in the application, please attach a separate sheet to the application.

If your organization received funding last year:

Amout Requested: $33,658 Amount Funded: $33,658

Provide a brief summary of your organization and the program you are requesting funds for:

The Bastrop County Emergency Food Pantry & Support Center (BCEFP) respectfully requests a total of $36,660 from the City of Bastrop to provide food, basic needs, and emergency assistance to the most impoverished and disadvantaged in our city. Your support will be actively used for programming, direct services, and operational support so we can provide for the disabled, homeless, seniors, school aged children, and low-income families who need our assistance the most. Last fiscal year the Pantry provided food to households in need 10,000 times. Through these encounters the Pantry provided 3,267 unduplicated individuals (served an average of 7 times) with 457,101 pounds of food. The current financial crisis has created an increased demand for emergency food assistance. There has been a 96% increase in request for services in May of 2022 compared to May of 2021 Our team works tirelessly to provide healthy foods and resources to our community's most vulnerable. With an estimated 12% of our county being food insecure, according to Feeding America, many Americans are one job loss or medical crisis away from food insecurity. Children and seniors may be at higher risk of hunger than others. These are our clients that we distribute food too.

Describe the results you have experienced with this program and include statistics:

The Food Pantry proudly serves the residents of the city of Bastrop. Last fiscal year they provided 3,267 individuals (19,184 encounters) with 457,101 pounds of food. They also provided information and referrals to 2,231 unique individuals, and provided 240 school aged students with out of school time food. The residents of the city of Bastrop rely on the Food Pantry in their time of crisis. Without the Food Pantry thousands of individuals and families would go without meals.

Specify how the funds will be used for the program and how the program services benefit City of Bastrop citizens:

The Food Pantry's Emergency Food Assistance Program (EFAP) provides a nutritious 30-day supply of food based on USDA recommendations to individuals and families experiencing food insecurity. Clients also receive referral information, system navigation, and financial literacy. The Brown Bag and Open Arms Programs assist low-income seniors and individuals with physical or mental disabilities. Clients enrolled in these programs receive a monthly supplement of a nutritious bag of food, access to healthy whole grain, protein and fresh produce three times a week through our Whole Grains distribution. Normally, the Food Pantry provided transportation to the seniors without access to transportation to the distribution days and senior activity events. Since the pandemic the Food Pantry delivered the food to the homebound seniors. Low-income seniors (60+) also receive an additional monthly box of food through the federal Department of Agriculture Commodity Supplemental Food Program. The Fresh Food for Families Program normally gives all Bastrop residents access to fresh fruits and vegetables once a month and started back up in July of 2021 and served 498 individuals. Funding from the city also supports our vital NIBBLES program, which provides out of school time meals to 252 low-income youth in Bastrop. Without this program, the children would likely go without food during the weekend.

CITY OF BASTROP
2023 COMMUNITY SUPPORT FUNDING APPLICATION

If requesting a larger funding amount than last year, what specifically will you spend the increase on:

n/a

Identify any in-kind services you need, currently receive, or have received in the past from the City of Bastrop:

The City of Bastrop has always been an essential partner to the Bastrop County Emergency Food Pantry's mission. The most recent in-kind support that BCEFP received was in March of 2022. The City provided the Food Pantry in-kind support by allowing us to host or Empty Bowl Project in the Bastrop Convention Center. We experienced new success with the donation of the beautiful space.

Describe how you will track the number of City of Bastrop citizens benefited by the program and provide the number of City of Bastrop citizens who received your services in the last 12 months.

Over 50% of the Food Pantry's resources benefited the City of Bastrop and its citizens. Each day, children and families throughout our city wonder where their next meal will come from. In the summers, when children can no longer access free lunches at school, the need for healthy foods is exceptional. With limited resources and little hope, families turn to cheap, fast-food options or go without. Many low-income residents in our community live in rural pockets, where access to grocery stores, Austin-based nonprofits, and other support services is incredibly limited. No child in Bastrop should wonder where their next meal will come from, and the Bastrop County Emergency Food Pantry is the largest community food bank exclusively serving Bastrop – ensuring our community's most vulnerable receive the guidance, sustenance, and support they need.

The information contained herein and attached to this application is true and correct to the best of my knowledge. I hereby acknowledge that any funding received from the City of Bastrop must be expended as I have represented in this application and according to any requirements set by the City of Bastrop City Council and to the program guidelines. I agree that if funds are not expended accordingly, said funds will be returned to the City of Bastrop within ten (10) days from the date the City of Bastrop demands such.

Will you commit to quarterly meetings and leveraging with other non-profit organizations? Yes ☑ No ☐

Andrea Silva
Authorized Signature for the Applicant

June 13, 2022
Date

Executive Director
Title

City of Bastrop - Finance Department Use Only
☐ Verified current 501(c)3 Status
☐ Good standing on contract reporting requirments

CITY OF BASTROP
2023 COMMUNITY SUPPORT FUNDING APPLICATION

ORGANIZATION INFORMATION

Bastrop County First Responders, Inc. — Official Name of Organization
June 20, 2022 — Date

P.O. Box 888 — Address
Bastrop — City
TX — State
78602 — Zip

James Green — Contact Person
president@bc-fr.org — E-mail
512-387-0911 — Phone Number
512-800-7846 — Fax Number
74-2491063 — Federal ID #
17424910630 — State ID #

$ 17,500 — Funding Amount Requested

If additional space is needed when filling in the application, please attach a separate sheet to the application.

If your organization received funding last year:

Amout Requested: $ 15,840.50 Amount Funded: $ 15,840.50

Provide a brief summary of your organization and the program you are requesting funds for:

The Bastrop County First Responders was formed in 1988 and is a registered First Responder Organization with the Texas Department of State Health Services that provides emergency and non-emergency medical services to the citizens and visitors of the city of Bastrop and Bastrop County. We are requesting funding to purchase a used truck capable of safely towing our Mobile Medical Unit and responding to emergency medical calls.

Describe the results you have experienced with this program and include statistics:

In 2021, our organization had 1,743 responses to incidents in Bastrop County with more than 1,400 volunteer hours logged. In terms of support specifically to the citizens and visitors of Bastrop, we provided medical stand-by services at the Patriotic Festival, Summer in the City, Backin' the Badge Motorcycle Rally, and the Bastrop Homecoming Rodeo.

Specify how the funds will be used for the program and how the program services benefit City of Bastrop citizens:

This funding will go towards the purchase and outfitting of a used 3/4 or 1 ton truck capable of towing our Mobile Medical Unit safely. Additionally, this vehicle will also be used as a primary response vehicle for our volunteers to respond to Emergency Medical 911 calls in Bastrop. Due to a constant dynamic market and vehicle availability, it is not possible to identify a specific vehicle to purchase this many months ahead of the actual acquisition.

CITY OF BASTROP
2023 COMMUNITY SUPPORT FUNDING APPLICATION

If requesting a larger funding amount than last year, what specifically will you spend the increase on:

Our funding requests vary in scope significantly every year and are dependent upon the identified need each year.

Identify any in-kind services you need, currently receive, or have received in the past from the City of Bastrop:

In 2017, we were loaned and still utilize 6 portable radios from the City of Bastrop. We have been granted use of the classroom at Bastrop Fire Station 2 as well as 1 room for storage to conduct our EMT Academy, however this space is pending sale to Bastrop County ESD#2 and may no longer be available.

Describe how you will track the number of City of Bastrop citizens benefited by the program and provide the number of City of Bastrop citizens who received your services in the last 12 months.

We report the number of emergency medical calls within the city limits of Bastrop. Moreover, many Bastrop residents may receive our services while located in Bastrop County outside the city limits at the time of their emergency. Additionally, we provide and can report the many hours of volunteer coverage at large public gatherings located within the city limits.

The information contained herein and attached to this application is true and correct to the best of my knowledge. I hereby acknowledge that any funding received from the City of Bastrop must be expended as I have represented in this application and according to any requirements set by the City of Bastrop City Council and to the program guidelines. I agree that if funds are not expended accordingly, said funds will be returned to the City of Bastrop within ten (10) days from the date the City of Bastrop demands such.

Will you commit to quarterly meetings and leveraging with other non-profit organizations? Yes ☑ No ☐

James M. Green

Authorized Signature for the Applicant

6/20/22

Date

James M. Green

President

Title

City of Bastrop - Finance Department Use Only
☐ Verified current 501(c)3 Status
☐ Good standing on contract reporting requirments

CITY OF BASTROP
2023 COMMUNITY SUPPORT FUNDING APPLICATION

ORGANIZATION INFORMATION

Bastrop County Long Term Recovery Team — June 22, 2022
Official Name of Organization — Date

P.O. Box 1975 — Bastrop — TX — 78602
Address — City — State — Zip

Sheila Lowe — ed@bcltrt.org
Contact Person — E-mail

512-521-3001 — 512-521-3001
Phone Number — Fax Number

45-4463754 — 801545916
Federal ID # — State ID #

$ 10,000.00
Funding Amount Requested

If additional space is needed when filling in the application, please attach a separate sheet to the application.

If your organization received funding last year:

Amout Requested: $ 10,000.00 Amount Funded: $ 10,000.00

Provide a brief summary of your organization and the program you are requesting funds for:

Our request is to ensure that Bastrop County Long Term Recovery Team remain operational to immediately and efficiently assist the citizens of Bastrop in the event of future weather events, disasters or public health emergencies. It will also enable BCLTRT to continue to work with neighborhoods year-round to prepare for such incidents and lessen the impact of loss through workshops, safety trainings and disaster simulations.

Describe the results you have experienced with this program and include statistics:

Bastrop County Long Term Recovery Team began our COVID-19 response March 17, 2020. BCLTRT was awarded funding to provide mortgage assistance to Bastrop families that had been economically affected by COVID. The program allowed for 6 months of assistance for eligible program participants. BCLTRT provided this programming along with our family disaster preparedness program. At time of application the following number of citizens were assisted:

Mortgage Assistance: 10 households (23 people)
Disaster Preparedness Plans: 20 households (54 people)
COVID Emergency Assistance: 23 households (47 people)

Total Program Funds distributed $26,736

Specify how the funds will be used for the program and how the program services benefit City of Bastrop citizens:

The funds received from the City of Bastrop will be used for overhead that includes salaries, office rental space and telecommunications. It will also allow for materials and supplies used for neighborhood meetings/events regarding disaster preparedness.

CITY OF BASTROP
2023 COMMUNITY SUPPORT FUNDING APPLICATION

If requesting a larger funding amount than last year, what specifically will you spend the increase on:

N/A

Identify any in-kind services you need, currently receive, or have received in the past from the City of Bastrop:

BCLTRT is planning for a possible fundraiser/family event to kick off Disaster Preparedness Month in September. We would request that park or convention center fees be waived or reduced for the purpose of our event. We requested fees be waived for the use of the convention center in 2021 for the 10 year Commemoration event for the 2011 Complex Fires, however they were not and BCLTRT paid the invoiced amount.

Describe how you will track the number of City of Bastrop citizens benefited by the program and provide the number of City of Bastrop citizens who received your services in the last 12 months.

We track participation in our programs by case management and call logs. We keep all the files of our past and current clients to complete reporting request, assist clients with questions regarding their projects and future funding request. The files are divided by disaster/incident and demographically in our database.

The information contained herein and attached to this application is true and correct to the best of my knowledge. I hereby acknowledge that any funding received from the City of Bastrop must be expended as I have represented in this application and according to any requirements set by the City of Bastrop City Council and to the program guidelines. I agree that if funds are not expended accordingly, said funds will be returned to the City of Bastrop within ten (10) days from the date the City of Bastrop demands such.

Will you commit to quarterly meetings and leveraging with other non-profit organizations? Yes ☑ No ☐

Sheila Lowe
Authorized Signature for the Applicant

June 23, 2022
Date

Sheila Lowe

Executive Director
Title

City of Bastrop - Finance Department Use Only
☐ Verified current 501(c)3 Status
☐ Good standing on contract reporting requirments

CITY OF BASTROP
2023 COMMUNITY SUPPORT FUNDING APPLICATION

ORGANIZATION INFORMATION

Bastrop County Women's Shelter, dba Family Crisis Center — June 17, 2022
Official Name of Organization — Date

P.O. Box 736 — Bastrop — TX — 78602
Address — City — State — Zip

Sherry Murphy — sherrym@familycrisiscenter.us
Contact Person — E-mail

512-321-7760 — 512-321-7771
Phone Number — Fax Number

74-2304542 — 17423045420
Federal ID # — State ID #

$ 12,000 (0.5%)
Funding Amount Requested

If additional space is needed when filling in the application, please attach a separate sheet to the application.

If your organization received funding last year:

Amout Requested: $ 12,000 Amount Funded: $ 10,000

Provide a brief summary of your organization and the program you are requesting funds for:

The Family Crisis Center requests $12,000 in funding from the City of Bastrop to support services for survivors of domestic and sexual violence in Bastrop, TX. Programs and services provided by the Family Crisis Center include: community violence prevention programs for youth and adults; crisis intervention and advocacy; safety planning; emergency shelter; counseling; transitional housing; hospital and court accompaniment; assistance filing assault charges, seeking protective orders, and applying for Crime Victims' Compensation; and mandated violence intervention programs including a state-accredited Batterer's Intervention & Prevention Program (BIPP) and the Protective Parenting program. The Center provides a continuum of care through its core victim service programs, which are aimed at creating sustainable change in the lives of individuals impacted by domestic violence and sexual assault.

Describe the results you have experienced with this program and include statistics:

In fiscal year 2021, the Family Crisis Center provided the following services to City of Bastrop residents: 199 individuals received crisis intervention services; 991 nights of emergency shelter were provided for 27 adults and 18 children; transitional housing was provided for 7 adults and 11 children; 9 adults were provided with violence intervention and prevention services through the Adult Intervention Violence Program (AVIP); 5 adults were provided with parenting education through the Protective Parenting Program; 30 anti-violence & anti-victimization presentations were made to 153 elementary and 235 middle and high school students, and 126 community members. The agency also coordinates and secures funding for the local Sexual Assault Nurse Examiners (SANE) Program, a collaborative initiative with Children's Advocacy Center that provides forensic medical examinations for victims of sexual assault. The agency collaborates with other social service agencies and organizations, representatives of local government, the criminal justice system, and community groups and participates in several community initiatives aimed at increasing victim safety and maintaining offender accountability.

Specify how the funds will be used for the program and how the program services benefit City of Bastrop citizens:

By providing comprehensive victim services, the Family Crisis Center works to provide victims of domestic and sexual violence a safe refuge, support and information in times of crisis and access to community resources that will aid in their recovery and help them reach self-sufficiency. Crisis intervention services focus on victim safety and providing survivors with support, information and options. Counseling services address the dynamics of intimate partner violence and provide tools and activities that help survivors identify what is important to them. Emergency shelter services are a vital resource for individuals and families fleeing their homes due to domestic or sexual violence. Transitional housing provides families with the time and support necessary to begin rebuilding their lives free from violence. In addition to victim services programs, the agency is actively engaged in community initiatives that focus on enhancing the work of local service systems in place to respond to victims of domestic and sexual violence.

CITY OF BASTROP
2023 COMMUNITY SUPPORT FUNDING APPLICATION

If requesting a larger funding amount than last year, what specifically will you spend the increase on:

Funds will support access to core victim services for City of Bastrop residents including crisis intervention services, 24/7 crisis hotline, and on-call advocacy and accompaniment; emergency shelter; transitional housing; and counseling for survivors of domestic and sexual violence. These forms of violence can have an impact on every aspect of a survivor's life and health, including the cognitive, emotional, physiological, psychological, and environmental. Beyond the immediate physical and emotional trauma resulting from an incident of abuse, survivors often report prolonged physical and social isolation, economic abuse, and verbal and emotional abuse perpetrated by their offenders over the course of the relationship. Without comprehensive services to address the variety of needs represented and the barriers created by abuse, victims often face the choice between staying in violent situations or homelessness.

Identify any in-kind services you need, currently receive, or have received in the past from the City of Bastrop:

The City of Bastrop provided the agency with use of the Convention Center for a community luncheon in 2021, 2019 and 2018 and waived fees for the agency relating to various projects including construction of the agency's community thrift store in 2005, construction of the transitional housing apartment complex in 1999, and construction of the agency's direct service/administrative office in 1996.

Describe how you will track the number of City of Bastrop citizens benefited by the program and provide the number of City of Bastrop citizens who received your services in the last 12 months.

The Family Crisis Center's staff will track and record services provided to residents of the City of Bastrop through client files, service logs, group sign-in sheets, and other supporting documentation of project activities. Client data is recorded in client files and service data is recorded on service logs, which are submitted daily to the Database Specialist for entry into the agency's client database. Data entry is evaluated on a monthly basis in order to verify accuracy and address any discrepancies. Client and service data is maintained in the Center's client database. Client data includes demographic information such as address, city of residence, county of residence, and postal code for statistical and reporting purposes.

The information contained herein and attached to this application is true and correct to the best of my knowledge. I hereby acknowledge that any funding received from the City of Bastrop must be expended as I have represented in this application and according to any requirements set by the City of Bastrop City Council and to the program guidelines. I agree that if funds are not expended accordingly, said funds will be returned to the City of Bastrop within ten (10) days from the date the City of Bastrop demands such.

Will you commit to quarterly meetings and leveraging with other non-profit organizations? Yes ☑ No ☐

Sherry Murphy Digitally signed by Sherry Murphy DN: cn=Sherry Murphy, o=Family Crisis Center, ou, email=sherrym@familycrisiscenter.us, c=US Date: 2022.06.21 10:13:42 -05'00'

Authorized Signature for the Applicant

6/17/2022

Date

Sherry Murphy

Executive Director

Title

City of Bastrop - Finance Department Use Only
☐ Verified current 501(c)3 Status
☐ Good standing on contract reporting requirments

CITY OF BASTROP
2023 COMMUNITY SUPPORT FUNDING APPLICATION

ORGANIZATION INFORMATION

Bastrop Prayer and Healing Room — June 13, 2022
Official Name of Organization — Date

184 Mauna Kea Ln, Unit A — Bastrop — TX — 78602
Address — City — State — Zip

Lauren Hansell — lhansell.bphr@gmail.com
Contact Person — E-mail

512-913-0759 — N/A
Phone Number — Fax Number

83-2569152 — 32068989931
Federal ID # — State ID #

$13,750
Funding Amount Requested

If additional space is needed when filling in the application, please attach a separate sheet to the application.

If your organization received funding last year:

Amout Requested: $ _____ Amount Funded: $ _____

Provide a brief summary of your organization and the program you are requesting funds for:

The Bastrop Prayer & Healing Room has developed into a transformational center.
We focus on the wholistic approach to underserved individuals in Bastrop addressing the whole person and breaking dysfunctional, cyclical mindsets leading to malfunctional behaviors. The program includes, but not limited to, inner healing sessions, basic life coaching, workshops, basic health screens, limited clothing, and nonperishable food items.
Free services include, beginning neuroscience life coaching, basic life coaching, inner healing, various workshops, introductory budget classes, and training opportunities in inner healing, and prayer in the healing rooms.
Currently, for fee services include cranial and general massage therapy, beginning financial coaching, and art therapy .
Future for fee services will included advanced neuroscience life coaching, advanced life coaching, and advanced financial coaching.
We are requesting funds for neuroscience life coaching and a color printer to print manuals and class materials.

Describe the results you have experienced with this program and include statistics:

The Bastrop Prayer and Healing Room has developed into a transformational center for more availability of mental health tools.
According to County Health Rankings, there is one mental health provider per 1,580 citizens in Bastrop County.
Currently, we see approximately 100 people a month through our various services. It takes two months to get into some of our services due to the increased demand. 95% of the individuals that go through our inner healing program have at least one area of improvement in their mental health status. 80% of the individuals that go through our inner healing sessions advance to our elective programs. 75% of our individuals refer our program to other individuals through word of mouth.
Due to a shortage of trained volunteers an increasing number of people are not able to receive support in a timely manner.

Specify how the funds will be used for the program and how the program services benefit City of Bastrop citizens:

The funds will used as follows:
1. 70% of the funds will be used to support neuroscience coaching. The increased capacity will create more availability of mental health services to the underserved.
2. 30% of the funds will be used to purchase a color printer and maintain ink supplies to print educational support materials for take home and classroom use.

As the citizens of the City of Bastrop receive assistance, their mental health will improve. The improvement can impact their quality of life, reduce mental crisis, reduce calls to CPS and other support groups, reduce visits to the emergency rooms, and reduce calls to 911.

CITY OF BASTROP
2023 COMMUNITY SUPPORT FUNDING APPLICATION

If requesting a larger funding amount than last year, what specifically will you spend the increase on:

Identify any in-kind services you need, currently receive, or have received in the past from the City of Bastrop:

Describe how you will track the number of City of Bastrop citizens benefited by the program and provide the number of City of Bastrop citizens who received your services in the last 12 months.

We will track the number of City of Bastrop citizens by recording attendance via intake forms and questionnaires which include demographics (race, address, age, phone number, religion, ethnicity, mental health conditions). Currently, we use a team calendar and Breeze for program coordination. Last year the transformational center assisted approximately 1,260 people and the increase this year is projected to exceed 2,000 .

The information contained herein and attached to this application is true and correct to the best of my knowledge. I hereby acknowledge that any funding received from the City of Bastrop must be expended as I have represented in this application and according to any requirements set by the City of Bastrop City Council and to the program guidelines. I agree that if funds are not expended accordingly, said funds will be returned to the City of Bastrop within ten (10) days from the date the City of Bastrop demands such.

Will you commit to quarterly meetings and leveraging with other non-profit organizations? Yes [✓] No [ ]

Lauren Hansell
Authorized Signature for the Applicant

June 13, 2022
Date

Lauren Hansell

Executive Director
Title

City of Bastrop - Finance Department Use Only
[ ] Verified current 501(c)3 Status
[ ] Good standing on contract reporting requirments

CITY OF BASTROP
2023 COMMUNITY SUPPORT FUNDING APPLICATION

ORGANIZATION INFORMATION

Bastrop Pregnancy Resource Center			June 8, 2022
Official Name of Organization			Date
PO Box 2192	Bastrop	TX	78602
Address	City	State	Zip
Jennifer Bezner		jen@bastropprc.org	
Contact Person		E-mail	
512-409-3400		N/A	
Phone Number		Fax Number	
27-0665145		3-20402-1222-0	
Federal ID #		State ID #	

$15,650
Funding Amount Requested

If additional space is needed when filling in the application, please attach a separate sheet to the application.

If your organization received funding last year:

Amout Requested: $19,493 Amount Funded: $7,500

Provide a brief summary of your organization and the program you are requesting funds for:

As BPRC enters into its 13th year of service, the Center continues to educate individuals and families experiencing an unplanned pregnancy and other unexpected life changes and challenges. All services are free of charge, including our Material Assistance program, which provides diapers, cribs, car seats, clothes, formula, etc. We are requesting funds to continue our services and educational programs for the community, including the City of Bastrop residents. We also continue to provide free pregnancy testing and educational options geared towards choosing life and successful parenting.

BPRC's primary goal is to teach pregnant women and families to provide loving, nurturing, caring homes so that their children grow in a stable and healthy environment. The Center's educational programs topics include but are not limited to pregnancy and birth, parenting, life skills, relationships, fatherhood. BPRC wants our City of Bastrop community to continue to become healthy, independent, and knowledgeable.

Describe the results you have experienced with this program and include statistics:

Our Center had 446 visits in the past seven months (Oct. 1, 2021, to May 31, 2022). BPRC had 111 unique client visits and 2,479 items given out through our Material Assistance Program. Thirty-two (32) of our clients have been referred to other local resources (WIC, Medicare, etc.). Forty-one (41) of our clients used our free pregnancy test services. BPRC anticipates that 38 of our clients are "at-risk" for homelessness.

Our online education program is taught in both Spanish and English, and in the past seven months, 283 class sessions were taken. Our most popular class is "Parenting without Shame," with education about toilet training and breastfeeding coming in a close second. The Center anticipates considerable growth due to the population growth of the county of Bastrop. In addition, more volunteers are available as COVID ends, so the Center will be able to open for more hours to serve clients. BPRC meets a need for mothers looking for resources for their pregnancy and young children.

Specify how the funds will be used for the program and how the program services benefit City of Bastrop citizens:

As the City grows, more resources will be needed for its residents. BPRC will be offering more hours to see our clients, increasing client hours from 16 to 25-30 hours per week. More clients will incur more costs, as reflected in our increased request for curriculum and printed materials costs. Our educational courses are making a difference with clients, we pay per "stream" of our Bright Course curriculum, and by increasing the number of feeds, BPRC will be able to see more clients per hour. BPRC will continue to work with Bastrop ISD to provide parenting classes. Classes were taught to Bastrop ISD pregnant mothers and expecting dads last fall and spring. In addition, this grant helps cover our costs for liability insurance for our educational programming and training of volunteer coaches. Finally, this grant helps "Keep the lights on," the funding to offset electricity usage costs.

CITY OF BASTROP
2023 COMMUNITY SUPPORT FUNDING APPLICATION

If requesting a larger funding amount than last year, what specifically will you spend the increase on:

No increase in request total, but adjustment of anticipated costs; please see the attached budget breakdown. Our anticipated growth is reflected in a higher request to cover the costs of educational and printed materials.

There was a smaller request to purchase boutique supplies due to leftover inventory and increased donations last year.

Identify any in-kind services you need, currently receive, or have received in the past from the City of Bastrop:

N/A

Describe how you will track the number of City of Bastrop citizens benefited by the program and provide the number of City of Bastrop citizens who received your services in the last 12 months.

All BPRC services are tracked and monitored with Ekyros digital programs. Ekyros is designed explicitly for pregnancy resource centers and allows for database management. As seen in our attachment for City of Bastrop residents, our staff can confirm the residency of our clients at intake.

In addition, WIC is also using the Pregnancy Resouce Center parking lot on Thursdays to park their resource van.

The information contained herein and attached to this application is true and correct to the best of my knowledge. I hereby acknowledge that any funding received from the City of Bastrop must be expended as I have represented in this application and according to any requirements set by the City of Bastrop City Council and to the program guidelines. I agree that if funds are not expended accordingly, said funds will be returned to the City of Bastrop within ten (10) days from the date the City of Bastrop demands such.

Will you commit to quarterly meetings and leveraging with other non-profit organizations? Yes ☑ No ☐

Jennifer Beznor

Authorized Signature for the Applicant

Jennifer Beznor

6-14-2022

Date

Director of Development

Title

City of Bastrop - Finance Department Use Only
☐ Verified current 501(c)3 Status
☐ Good standing on contract reporting requirments

CITY OF BASTROP
2023 COMMUNITY SUPPORT FUNDING APPLICATION

ORGANIZATION INFORMATION

Children's Advocacy Center, Serving Bastrop, Lee and Fayette Counties — June 23, 2022
Official Name of Organization — Date

59 TX 150 Loop — Bastrop — Texas — 78602
Address — City — State — Zip

Meagan Webb — meagan.webb@cacbastrop.org
Contact Person — E-mail

512-321-6161 — 512-321-6164
Phone Number — Fax Number

74-2633011 —
Federal ID # — State ID #

$ 15,000
Funding Amount Requested

If additional space is needed when filling in the application, please attach a separate sheet to the application.

If your organization received funding last year:

Amout Requested: $ 14,000 Amount Funded: $ 8,000

Provide a brief summary of your organization and the program you are requesting funds for:

The Children's Advocacy Center, serving Bastrop, Lee and Fayette Counties exists to provide a coordinated, multi-disciplinary approach to the problem of child abuse in our community. We aspire to reduce trauma, seek justice, and foster healing and empowerment to child victims of abuse and their non-offending families and caregivers.

Working closely with private and community partners, the CAC ensures coordinated services and prompt, sensitive and effective responses which put the needs of child victims of abuse first. Our work extends to educating our communities in recognizing, reporting and the prevention of child abuse, supporting successful prosecution of those who perpetrate crimes against children and providing young victims and their non-offending family members the sustained specialized therapeutic support they need to heal.

Please see attached letter of explanation.

Describe the results you have experienced with this program and include statistics:

Please see attached letter of explanation.

Specify how the funds will be used for the program and how the program services benefit City of Bastrop citizens:

Please see attached letter of explanation.

CITY OF BASTROP
2023 COMMUNITY SUPPORT FUNDING APPLICATION

If requesting a larger funding amount than last year, what specifically will you spend the increase on:

We will use these funds for the purpose of hiring and paying the salary of an additional Therapeutic Family Advocate.

Identify any in-kind services you need, currently receive, or have received in the past from the City of Bastrop:

We have in previous years received use of the Convention Center as an in-kind donation for a law enforcement training seminar, and would like to receive that again.

Describe how you will track the number of City of Bastrop citizens benefited by the program and provide the number of City of Bastrop citizens who received your services in the last 12 months.

Our intake software tracks clients by jurisdiction and physical address, and those clients whose cases fall in City of Bastrop's jurisdiction are reported accordingly. Our organization has a reporting system to the City of Bastrop in place already, and would continue with that quarterly reporting model. For specific numbers, please see the attached letter of explanation.

The information contained herein and attached to this application is true and correct to the best of my knowledge. I hereby acknowledge that any funding received from the City of Bastrop must be expended as I have represented in this application and according to any requirements set by the City of Bastrop City Council and to the program guidelines. I agree that if funds are not expended accordingly, said funds will be returned to the City of Bastrop within ten (10) days from the date the City of Bastrop demands such.

Will you commit to quarterly meetings and leveraging with other non-profit organizations? Yes ☑ No ☐

Meagan Webb
Authorized Signature for the Applicant

6/23/2022
Date

Title

City of Bastrop - Finance Department Use Only
☐ Verified current 501(c)3 Status
☐ Good standing on contract reporting requirments

Children's Advocacy Center
Serving Bastrop, Lee and Fayette Counties

The Children's Advocacy Center, serving Bastrop, Lee and Fayette Counties exists to provide a coordinated, multi-disciplinary approach to the problem of child abuse in our community. We aspire to reduce trauma, seek justice, and foster healing and empowerment to child victims of abuse and their non-offending families and caregivers.

Working closely with partners in law enforcement, child services and community partners, the CAC ensures coordinated services and prompt, sensitive and effective responses which put the needs of child victims of abuse first. Our work extends to educating our communities in recognizing, reporting and the prevention of child abuse, supporting successful prosecution of those who perpetrate crimes against children and providing young victims and their non-offending family members the sustained, specialized therapeutic support they need to heal.

The Children's Advocacy Center is nationally accredited and one of more than 70 CAC's across Texas, and is a registered nonprofit charitable organization funded by grants and donations. Most of our funding comes from federal, state, and local governments with the remainder from local fundraising activities, foundation and corporate grants, and the generosity of individual donors within the communities we serve. We have been a part of the community since 1992, and our services are bilingual and free of charge.

When a child makes an outcry of abuse, it deeply affects the entire family and home dynamic. Families and caregivers arrive at the CAC in crisis mode and feeling strong emotions that can range from pain, sadness, and fear, to anger and confusion. A critical component of our clinical team is our therapeutic family advocates. These specialized professionals assess the needs of the children we serve and their family or caregivers from the moment they arrive at the CAC. They look not only into the immediate needs of the child's recovery, but at the family's needs for moving forward into recovery manageably and sustainably.

A therapeutic family advocate will remain with the child and family throughout the forensic interviewing and medical examination process, providing information, insight, and comfort during what can be an extremely stressful time. They'll work with the family and caretakers to assess the needs of the household – financially, emotionally, and strategically – and provide resources and relief to those in need. They'll keep the family apprised of developments and updates, and work with our clinicians to move the child and their family into the therapeutic healing process. Our family advocates also work hard to help create happy childhood memories, by assisting our families with birthdays, holiday meals, clothing, toys, household essentials, and Christmas presents.

#59 TX 150 Loop West, Bastrop, TX 78602
Phone (512) 321-6161 ☺ Fax (512) 321-6164
www.childrensadvocacycenter.org

A 501(c)(3) Non-Profit Corporation, Federal Tax ID #74-2633011

Children's Advocacy Center
Serving Bastrop, Lee and Fayette Counties

As our community grows, the demand for the services of the Children's Advocacy Center increases. In the past two years, we've moved into a larger facility, doubling our space, and enabling the Center to broadly increase the number of services offered to the children we serve. We've expanded our forensic interviewing capabilities, with two interview and observation suites, grown our onsite medical examination program, with a staffed Sexual Assault Nurse Examiner (SANE) on a weekly basis, created a family advocacy pantry with food, clothing and household essentials for our families, and launched our on-site therapeutic wing, offering trauma-informed and play therapy, right here in the City of Bastrop. Our current critical need is for the expansion of our Therapeutic Family Advocacy staff from three individuals to four. We humbly request an increase in our Community Funding this year to support the hiring and salary of an additional therapeutic family advocate for the Children's Advocacy Center.

The Children's Advocacy Center partnered with Bastrop Police Department and provided the following services to residents of the City of Bastrop in 2020:

- 56 Forensic Interviews to Child Victims of Abuse and Trauma
- 8 Sexual Assault Nurse Examinations
- 437 Individual Child Therapy Sessions
- 183 Individual Family Therapy Sessions
- Family Advocacy Services for all parties mentioned above, and community outreach and education within the City of Bastrop.

The addition of a therapeutic family advocate to our team would greatly improve the Center's ability to manage our growing caseload, while providing the utmost quality of services to our children, their families, our partners, and the community. We sincerely appreciate your consideration, and can provide additional details, reporting and statistics to supplement our request.

Warm regards,

Meagan Webb

Executive Director
Children's Advocacy Center, Serving Bastrop, Lee and Fayette Counties

CITY OF BASTROP
2023 COMMUNITY SUPPORT FUNDING APPLICATION

ORGANIZATION INFORMATION

Combined Community Action, Inc./Meals on Wheels Rural Capital Area — Official Name of Organization

Date

165 W. Austin St. | Giddings | TX | 78942
Address | City | State | Zip

Kelly Franke | kjfranke@ccaction.com
Contact Person | E-mail

979/540-2999 | 979/542-9565
Phone Number | Fax Number

74-1548511 | N/A
Federal ID # | State ID #

$ 10,000.00
Funding Amount Requested

If additional space is needed when filling in the application, please attach a separate sheet to the application.

If your organization received funding last year:

Amout Requested: $ 8,000.00 Amount Funded: $ 8,000.00

Provide a brief summary of your organization and the program you are requesting funds for:

Combined Community Action, Inc. is a private, non-profit agency chartered in 1966. Programs administered by CCA include: Meals on Wheels-Rural Capital Area (MOWRCA), Utility Assistance, Tenant Based Rental Assistance, Weatherization, Case Management for at Risk Youth and Pregnant Women, Rental and Emergency Assistance. CCA is requesting $10,000 in support for the Meals on Wheels Program. MOWRCA provides hot noon meals, 5 days a week to older adults in Bastrop. Our congregate site is located at the Settlement Apts. A limited number of our senior centers have now re-opened as of April 2022. In 2021, MOWRCA has provided frozen and self-stable meals to all participants (congregant and home delivered). We are currently moving most clients to hot meals that are delivered daily unless there is a request for frozen meals to remain in place. MOWRCA is a volunteer driven program, our trained, caring volunteers deliver meals to older adults in the community and check on their well-being.

Describe the results you have experienced with this program and include statistics:

MOWRCA has provided 19,237 meals in Bastrop to 114 older adults in 2021. This program allows older adults the ability to remain at home and independent by providing nutritious meals 5 days a week. During COVID we were providing 5-7 frozen meals a week and every other week the older adults received a supplemental box of 5 shelf stable meals. We have returned to serving 5 meals a week, unless a participant reports they are in need of meals 7 days. The meals provide 1/3 of the daily dietary requirements for older adults and a licensed dietician prepares all the menus. Research shows that the home delivered meals program significantly improves diet quality, increases nutrient intake, reduces food insecurity and improves quality of life.

Specify how the funds will be used for the program and how the program services benefit City of Bastrop citizens:

Funds received from the City of Bastrop will be used to purchase meals for the older adults we serve. With the increase in participation due to COVID 19, these funds are even more important to continue to serve our current participants and any new clients that may require these meals. We continue to see an increase in program participation currently due to the rising cost of food. The services we provide allows Bastrop citizens to remain at home and independent, avoiding nursing home placement.

CITY OF BASTROP
2023 COMMUNITY SUPPORT FUNDING APPLICATION

If requesting a larger funding amount than last year, what specifically will you spend the increase on:

CCA/MOWRCA is requesting additional funds from the City of Bastrop this year due to the increased participation of older adults in the program. Rising food cost and gas prices have increased our expenses for the program. We do not have a waiting list and want to continue to serve any older adult that is requesting meals. The requested increase will cover the rising cost of food and will allow us to serve anyone needing the meals.

Identify any in-kind services you need, currently receive, or have received in the past from the City of Bastrop:

Prior to COVID, CCA staff utilized city offices to meet with our utility assistance clients. At this time most of our appointments are being handled by telephone. If we need to utilize those offices again, that would be most helpful so we have a space in Bastrop to meet with clients face to face. We appreciate the quarterly meetings with the mayor and city staff.

Describe how you will track the number of City of Bastrop citizens benefited by the program and provide the number of City of Bastrop citizens who received your services in the last 12 months.

MOWRCA has a client tracking software that tracks the number of participants and meals served. The local site manager completes the daily nutrition reports, those reports are sent in weekly to the central office in Giddings. The daily nutrition reports are then input in the client tracking software to generate monthly reports by site, city and county. CCA reports montly to the Capital Area Plannin Council-Area Agency on Aging. CAPCOG/AAA monitors CCA annually for compliance, we have had no findings, corrective actions or concerns in the last 7 years.

The information contained herein and attached to this application is true and correct to the best of my knowledge. I hereby acknowledge that any funding received from the City of Bastrop must be expended as I have represented in this application and according to any requirements set by the City of Bastrop City Council and to the program guidelines. I agree that if funds are not expended accordingly, said funds will be returned to the City of Bastrop within ten (10) days from the date the City of Bastrop demands such.

Will you commit to quarterly meetings and leveraging with other non-profit organizations? Yes ☑ No ☐

Kelly Frankl
Authorized Signature for the Applicant

6/6/22
Date

Kelly Frankl

Executive Director
Title

City of Bastrop - Finance Department Use Only
☐ Verified current 501(c)3 Status
☐ Good standing on contract reporting requirments

CITY OF BASTROP
2023 COMMUNITY SUPPORT FUNDING APPLICATION

ORGANIZATION INFORMATION

Court Appointed Special Advocates of Bastrop County, Inc — June 21, 2022
Official Name of Organization — Date

507 Water Street / P.O. Box 623 — Bastrop — Texas — 78602
Address — City — State — Zip

Kristi Bauer — kristi.bauer@casabfl.org
Contact Person — E-mail

512-303-2272 — 512-303-9637
Phone Number — Fax Number

74-2522961 —
Federal ID # — State ID #

$8,000
Funding Amount Requested

If additional space is needed when filling in the application, please attach a separate sheet to the application.

If your organization received funding last year:

Amout Requested: $7,000 Amount Funded: $8,000

Provide a brief summary of your organization and the program you are requesting funds for:

CASA of Bastrop, Fayette & Lee Counties mission is to improve the lives of children who experience child abuse and neglect in Bastrop, Fayette and Lee Counties by providing CASA trained Advocates to support children and families involved in the child welfare system. CASA is requesting funding to continue efforts to ensure that every young citizen in the City of Bastrop, who expereinces child abuse and neglect and who is removed from their parents/guardian with a legal case by Child Protective Services, will have a CASA Volunteer to advocate on thier behalf. CASA Volunteers are people from the child's community who are highly trained and are responsible to get to know the child and thier family and advocate for thier safety, permanency and well-being while in foster care. CASA Volunteers provide a consistent presence in the child's life while working collaboatively with everyone involved in the case. CASA Volunteers stay by the child's side during thier time in foster care, advocating for the child's voice to be heard and for the needs of the child and family. (see additional attached)

Describe the results you have experienced with this program and include statistics:

CASA of Bastrop, Fayette & Lee Counties serves 100% of children in the Temporary Managing Conservatorship (TMC) of the Deaprtment of Family and Protective Services (DFPS). These are children who have experienced child abuse and neglect and have been legally removed from thier parents/guardian. Attached is a chart showing the number of children served by our organization over a six year period. The chart shows the breakout of children served in the communties of Bastrop County and the other counties served by our local CASA organization. During the fiscal year, although not over, a total of 253 children have been served, 161 are from Bastrop County with 64 being removed from the City of Bastrop. In addition there are 68 active volunteers, 51 which are from Bastrop County, 29 are from the City of Bastrop. At the time of this grant submission, there are approximately two more months left in the fiscal year. We anticipate that there will be more children removed through the remaining of the fiscal year. (Please see the attached report)

Specify how the funds will be used for the program and how the program services benefit City of Bastrop citizens:

Funding requested will be applied towards the following line items:
* Recruting and Training New Volunteers and Retention of existing Volunteers: New CASA Volunteer Training supplies and materials; Professional Development opprotunities for Volunteers and Staff; Volunteer Retention Activities.
* CASA Operations: Utilties, office phone and internet; staff cellphones
* Child & Family Placement Assistance: Support for children for essential items; Support for Family placements caring for children. For example: (food, gas card to support transporting children to therapy and/or doctors appointments; registration for extracurricular activities; clothing/shoes/diapers etc.)
(please see attached for contiutation)

CITY OF BASTROP
2023 COMMUNITY SUPPORT FUNDING APPLICATION

If requesting a larger funding amount than last year, what specifically will you spend the increase on:

CASA is requesting the same amount as funding as the previous year.

Identify any in-kind services you need, currently receive, or have received in the past from the City of Bastrop:

CASA in partnership with the Child Advocacy Center (CAC) held its first Annual SpringFest in April of this year at Fisherman's Park. The City of Bastrop allowed the use of Fisherman's Park, support from the City Police and Recreation Deparments to provide this family event focused around Child Abuse Prevention.
In addition, CASA participates in the quarterly City Non-Profit Community Grant Recipent Meetings. These meetings allow the grant recipents to network and collaborate across organizations to best serve the City of Bastrop citizens. The City of Bastrop also inludes information for our organization on the the City's website under the "Social Services" Tab. Visitors to the City of Bastrop website are then able to access our information to learn more about CASA and our efforts in the community.

Describe how you will track the number of City of Bastrop citizens benefited by the program and provide the number of City of Bastrop citizens who received your services in the last 12 months.

CASA of Bastrop, Fayette & Lee Counties will track information through the OPTIMA database:
* Monthly tracking of the number of children entering the system
* Monthly tracking of the number exiting the system and the outcome of the exit (reunification, adoption, again out, etc)
* Monthly tracking of the number volunteers to program and those who exit the program.
* Number of volunteers assigned to cases
* Number of Professional Development Opprotunties; number of volunteers attending
* Quarterly Tracking on the number of community awareness events

Since the beginning of the fiscal year (September 1, 2021)CASA advocated for 64 children who experienced child abuse and neglect from the City of Bastrop: 29 CASA Advocates from the City of Bastrop are serving children who have experienced child abuse and neglect; There is an untracked number of citizens in the City of Bastrop that are effected by the work of our CASA Staff and Volunteers. To name a few: schools, familes of children, City of Bastrop Community, virtually anyone who comes in contact with the chidlren we serve, benefit from CASA.

The Information contained herein and attached to this application is true and correct to the best of my knowledge. I hereby acknowledge that any funding received from the City of Bastrop must be expended as I have represented in this application and according to any requirements set by the City of Bastrop City Council and to the program guidelines. I agree that if funds are not expended accordingly, said funds will be returned to the City of Bastrop within ten (10) days from the date the City of Bastrop demands such.

Will you commit to quarterly meetings and leveraging with other non-profit organizations? Yes ☑ No ☐

Kristi Bauer — Authorized Signature for the Applicant

June 22, 2022 — Date

Kristi Bauer

Executive Director — Title

City of Bastrop - Finance Department Use Only
☐ Verified current 501(c)3 Status
☐ Good standing on contract reporting requirments

CASA
Court Appointed Special Advocates
FOR CHILDREN
CASA of Bastrop, Fayette & Lee Counties

Provide a brief summary of your organization and the program you are requesting funds for: (continued)

A CASA Volunteers works to:

- Identify and address risks to the child's safety
- Establish supportive connections for the child and provide information on support available to those connections for better placement stability
- Ensure appropriate physical and mental health assessments are completed and any health needs are understood by the family, and everyone involved in the case
- Verify educational assessments are completed and educational supports are in place
- Advocate what is in the Best Interest of the child and family.

Specify how the funds will be used for the program and how the program services benefit City of Bastrop citizens: (continued)

- **Volunteer Background Checks:** Every Volunteer goes through a series of background checks to ensure the safety of our children. The following are the checks that take place: Social Security Number Verification, Child Abuse and Neglect Registry, the State and National Criminal History. Every new volunteer, staff and board member completes this process.
  Once a volunteer, staff or board member has been through this process a name-based background is conducted every 2 years.
- **Mileage for CASA Staff:** Traveling is a necessary and important part of CASA Advocacy. The crucial contact needed with the children, foster families, biological families, schools, therapists and doctors allows CASA to make the best-informed recommendations to the courts.

It is our hope that children will NEVER have to experience child abuse and neglect, however, to reach this goal CASA needs to the support of the communities and its citizens it serves. With that being said, we want to ensure that as we work towards that goal, the children are provided the adequate and necessary advocacy to ensure that their needs are being met while they are in the foster care system. CASA is the ONLY organization that provides this level of advocacy. The City of Bastrop citizens and all the communities we serve are benefiting from the advocacy that is being provided to the children we serve. Research shows that children who have been assigned CASA volunteers tend to spend less time in the foster care system than those who do not have a CASA Volunteer. Judges have observed that children who have a CASA Volunteer also have better chances of finding permanent homes. Judges who appoint CASA Volunteers agreed that CASA Volunteers influence the court's decisions regarding children and that children and families are better serves because of CASA Volunteers.

CITY OF BASTROP
2023 COMMUNITY SUPPORT FUNDING APPLICATION

ORGANIZATION INFORMATION

In The Streets Hands Up High Ministry			June 13, 2022
Official Name of Organization			Date
607B Linden St	Bastrop	TX	78602
Address	City	State	Zip
Roland Nava		itshuh@outlook.com	
Contact Person		E-mail	
512-317-7503			
Phone Number		Fax Number	
27-2515162			
Federal ID #		State ID #	

$15,000.00
Funding Amount Requested

If additional space is needed when filling in the application, please attach a separate sheet to the application.

If your organization received funding last year:

Amout Requested: $15,000.00 Amount Funded: $8,000.00

Provide a brief summary of your organization and the program you are requesting funds for:

In The Streets Hands Up High Ministry has many resources. We are a soup kitchen, family shelters, veteran shelters, and incliment weather emergency shelter. It is the entirety of these resources we are seeking funds for.

Describe the results you have experienced with this program and include statistics:

We give families the ability to live together in an emergency shelter instead of splitting them up during times of hardship. More marriages fail when they are separated during a crisis situation. They are able to save up for themselves. Around 70% of the families move into their own residence after they stay here temporarily. This includes the veterans as well, who seek shelter during a crisis in their life. During winter months when our Texas weather is unbearably cold our warming station shelters individuals and/or families, who are either without a home or without proper heating appliances, from the elements. We sheltered 9 individuals during the Jan & Feb sub-temps.

Specify how the funds will be used for the program and how the program services benefit City of Bastrop citizens:

If granted support funds from the City of Bastrop, it will help towards, included but not limited to, costs of utilities, linens for family & veteran shelters and emergency warming station. And for kitchen supplies such as papergoods, cleaning/sanitizing supplies, and foods. These services benefit many citizens with food, for those who are food insecure; families and/or veterans, who are in need of a temporary place to reside; and individuals or families that are without adequate warmth during the colder months.

CITY OF BASTROP
2023 COMMUNITY SUPPORT FUNDING APPLICATION

If requesting a larger funding amount than last year, what specifically will you spend the increase on:

No larger amount is requested; and any assistance would be graciously appreciated. The funds will be utilized as mentioned above, in light of rising utility and food costs, to assist our Bastrop citizens.

Identify any in-kind services you need, currently receive, or have received in the past from the City of Bastrop:

We are currently receiving support funds from the City of Bastrop awarded last fiscal year.

Describe how you will track the number of City of Bastrop citizens benefited by the program and provide the number of City of Bastrop citizens who received your services in the last 12 months.

Since beginning serving meals, Oct 2014, we've kept count of the number of meals served daily. We do not ask for personal information (i.e. address, SS#, etc). We only take into account the number of meals served. With the daily meal count, a spreadsheet is updated monthly on the number of meals served daily, weekly, monthly, and quarterly.

The information contained herein and attached to this application is true and correct to the best of my knowledge. I hereby acknowledge that any funding received from the City of Bastrop must be expended as I have represented in this application and according to any requirements set by the City of Bastrop City Council and to the program guidelines. I agree that if funds are not expended accordingly, said funds will be returned to the City of Bastrop within ten (10) days from the date the City of Bastrop demands such.

Will you commit to quarterly meetings and leveraging with other non-profit organizations? Yes [✓] No [ ]

Authorized Signature for the Applicant

Date 06/20/2022

Roland Nava

Founder/CEO

Title

City of Bastrop - Finance Department Use Only
[ ] Verified current 501(c)3 Status
[ ] Good standing on contract reporting requirments

STAFF REPORT

MEETING DATE: July 12, 2022

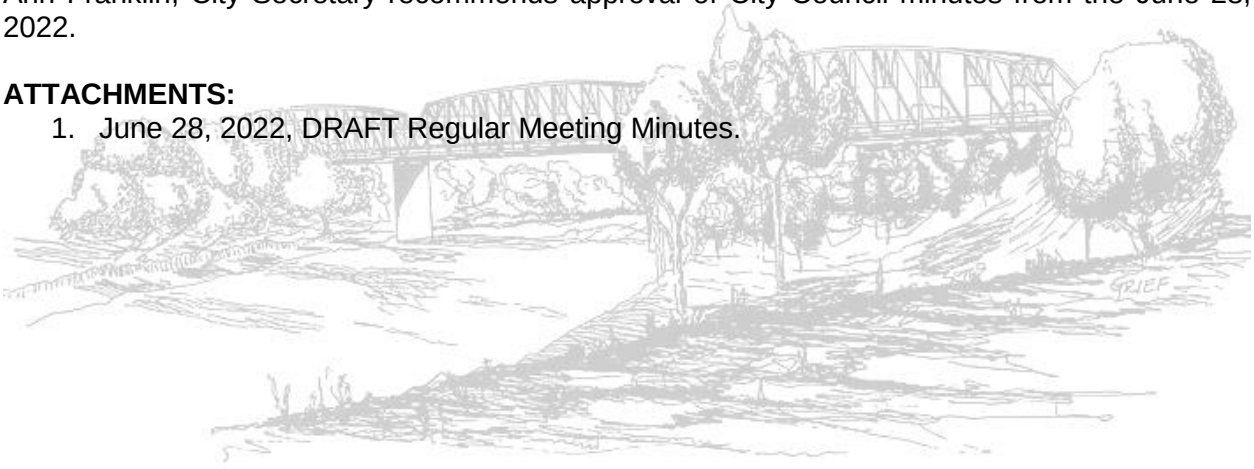
TITLE:
Consider action to approve City Council minutes from the June 28, 2022, Regular meeting.

AGENDA ITEM SUBMITTED BY:
Submitted by: Ann Franklin, City Secretary

RECOMMENDATION:
Ann Franklin, City Secretary recommends approval of City Council minutes from the June 28, 2022.

ATTACHMENTS:

1. June 28, 2022, DRAFT Regular Meeting Minutes.



JUNE 28, 2022

The Bastrop City Council met in a regular meeting on Tuesday, June 28, 2022, at 4:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Schroeder and Mayor Pro Tem Rogers and Council Members Lee, Plunkett, Crouch and Kirkland. Officers present were City Manager, Paul A. Hofmann; City Secretary, Ann Franklin; and City Attorney, Alan Borjorquez.

CALL TO ORDER – EXECUTIVE SESSION
Mayor Schroeder called the meeting to order at 4:30 p.m. with a quorum present.

EXECUTIVE SESSION

The City Council met at 4:31 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

2A. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding litigation matters related to MC Bastrop 71, LP, and 71 Retail Partners, LP (Bastrop County courts matters 1842-21, 423-7941, 1916-335, and 1936-335).
Submitted by: Paul A. Hofmann, City Manager

2B. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.074 to seek the advice of legal counsel regarding potential real estate transaction with Bastrop County Emergency Services District #2.
Submitted by: Paul A. Hofmann, City Manager

2C. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding possible mediated dispute resolution of the pending Ethics Complaint against Robert James Crouch (filed March 25, 2022).
Submitted by: Paul A. Hofmann, City Manager

Mayor Schroeder recessed the Executive Session at 6:16 p.m.

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

2A. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding litigation matters related to MC Bastrop 71, LP, and 71 Retail Partners, LP (Bastrop County courts matters 1842-21, 423-7941, 1916-335, and 1936-335).
Submitted by: Paul A. Hofmann, City Manager
A motion was made by Council Member Kirkland to approve Resolution No. R-2022-57, approving a mediator's proposal on pending litigation and authorizing the City Manager to execute a settlement agreement, seconded by Council Member Crouch, motion was approved on a 5-0 vote.

2B. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.074 to seek the advice of legal counsel regarding potential real estate transaction with Bastrop County Emergency Services District #2.
Submitted by: Paul A. Hofmann, City Manager

A motion was made by Mayor Pro Tem Rogers to authorize the City Manager to execute the nonbinding Letter of Intent with Emergency Services District #2 regarding Fire Station #2, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.

2C. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding possible mediated dispute resolution of the pending Ethics Complaint against Robert James Crouch (filed March 25, 2022).
Submitted by: Paul A. Hofmann, City Manager
A motion was made by Council Member Lee to approve Resolution No. R-2022-58, expressing support for a mediated settlement of a pending Ethics complaint, seconded by Mayor Pro Tem Rogers, motion was approved on a 4-0 vote. Council Member Crouch was off the dais.

CALL TO ORDER – REGULAR SESSION
Mayor Schroeder called the Regular Council Meeting to order at 6:30 p.m.

PLEDGE OF ALLEGIANCE
Evan Odom and Kate Bray, Mina Elementary Harry Potter Club, led the pledges.

INVOCATION
Pastor Dustin Bartee, gave the invocation.

PRESENTATIONS

7A. Mayor's Report

7B. Council Members' Report

7C. City Manager's Report

WORK SESSION/BRIEFINGS- NONE

STAFF AND BOARD REPORTS

9A. Receive presentation on the unaudited Monthly Financial Report for the period ending May 31, 2022.
Submitted by: Tracy Waldron, Chief Financial Officer
Presentation was made Tracy Waldron, Chief Financial Officer.

CITIZEN COMMENTS

SPEAKERS
Susan Smith
1408 B Chestnut Street
Bastrop, TX 78602
512-332-8990

Amanda Ashcroft - (not present)
1335 Regents Park Dr., Suite 260

512-970-0807

APPROVAL OF THE MINUTES

11A. Consider action to approve City Council minutes from the June 14, 2022, Regular meeting.
Submitted by: Ann Franklin, City Secretary
A motion was made by Council Member Kirkland to approve the City Council minutes from the June 14, 2022, Regular meeting as amended below, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.

AMENDMENT
12D. Discussion and potential action on mobile food truck vendor permitting fees.
Submitted by: Council Members Kirkland and Lee
A motion was made by Council Member Kirkland to take this topic up again with the budget, in the meantime extend existing permits through the budget and when reading the budget Council would like to know the bottom-line cost with options for three, six, and twelve month permits, seconded by Council Member Plunkett.

A friendly amendment was made by the maker of the motion Council Member Kirkland to suspend invoicing until new fees are adopted. The friendly amendment was accepted by the second of the motion.

The final motion was to take the mobile food truck vendor permitting fees topic up again with the budget, in the meantime suspend invoicing until new fees are adopted and when reading the budget Council would like to know the bottom-line cost with options for three, six, and twelve month permits, motion was approved on a 5-0 vote.

ITEMS FOR INDIVIDUAL CONSIDERATION

12A. Consider directing the City Manager to add Juneteenth to the City Holiday Schedule, and to amend the Employee Handbook, accordingly, as requested by Council Member Cheryl Lee.
Submitted by: Tanya Cantrell, Director of Human Resources
Presentation was made by Tanya Cantrell, Director of Human Resources.

SPEAKERS
Michael & Linda Moorcock – In favor (not present)
1703 Wilson St
Bastrop, TX 78602
512-303-5819

Karen Sterling – In favor (not present)
127 McLeod Place
512-581-5680

Sarah Rooney – In favor (not present)
805 Spring St.
512-577-6002

Doris Jean Williams – In favor (not present)
18603 Mammoth Cave Boulevard
512-973-3299

Steve Chamberlain
230 Oak Forest Dr
Cedar Creek, TX 78612
817-360-0678

Cynthia Meyer
110 Briar Forest Dr.
Bastrop, TX 78602
512-332-6882

Johnny Sanders
156 Spring Branch
Bastrop, TX

Robin Rieck
131 Live Oak Dr.
512-581-2335

A motion was made by Council Member Lee giving direction to the City Manager to add Juneteenth to the City Holiday Schedule and to amend the Employee Handbook, accordingly, seconded by Council Member Kirkland, motion was approved on a 5-0 vote.

12H. Consider action to approve a recommendation to increase salaries for staff in the Streets & Drainage, Parks, and Building Maintenance Divisions of Public Works.
Submitted by: Tanya Cantrell, Director of Human Resources
Presentation was made by Tanya Cantrell, Director of Human Resources.

A motion was made by Mayor Pro Tem Rogers to approve recommendation to increase salaries for staff in the Streets & Drainage, Parks, and Building Maintenance Divisions of Public Works, seconded by Council Member Lee, motion was approved on a 5-0 vote.

12B. Hold a public hearing on the Hunters Crossing Public Improvement District ongoing service plan and proposed assessment levy, consider any objections to the proposed assessments and, consider action to approve the first reading of Ordinance No. 2022-17 of the City Council of the City of Bastrop, Texas approving the 2022 Service Plan Update, including provisions related to assessments for the Hunters Crossing Public Improvement District; approving a fiscal year 2023 assessment roll for the District; and containing other provisions related to the Hunters Crossing Public Improvement District and the Hunter's Crossing Local Government Corporation; providing for an

effective date and move to include on the July 12, 2022, City Council Meeting for a second reading.
Submitted by: Tracy Waldron, Chief Financial Officer
Presentation was made by Tracy Waldron, Chief Financial Officer and Jon Snyder, P3Works, LLC.

Public hearing was opened.

SPEAKERS
Lyle Nelson
209 N. Hunting Lodge Ln
Bastrop, TX 78602
512-850-8123

Public hearing was closed.

A motion was made by Mayor Pro Tem Rogers to approve the first reading of Ordinance No. 2022-17, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.

12C. Consider action to approve the second reading of Ordinance No. 2022-15 of the City Council of the City of Bastrop, Texas, approving the Burleson Crossing East Zoning Concept Scheme, changing the zoning for 12.95 acres out of the Nancy Blakey Survey Abstract 98, from P2 Rural to P5 Core and establishing warrants on 19.81 acres, located east of Edward Burleson Lane and north of State Highway 71, within the city limits of Bastrop, Texas, as shown in Exhibits A, B, and C, providing for findings of fact, adoption, repealer, severability and enforcement, proper notice and meeting; and establishing an effective date.
Jennifer Bills, Director of Planning & Development
Presentation was made by Jennifer Bills, Director of Planning & Development.

SPEAKERS
Debbie Moore
1306 Church Street
Bastrop, TX
225-892-4702

A motion was made by Council Member Crouch to approve Ordinance No. 2022-15 with his notes. The motion died for lack of a second.

A motion was made by Council Member Lee to table Ordinance No. 2022-15, implement changes and recommendations that were made during the meeting tonight and bring back to Council with a consolidated recommendation, seconded by Mayor Pro Tem Rogers, motion was approved on a 5-0 vote.

Mayor Schroeder recessed the Council Meeting at 8:37 p.m.

Mayor Schroeder called the Council Meeting back to order at 8:44 p.m.

12D. Hold a public hearing and consider action to approve the first reading of Ordinance No. 2022-04 of the City Council of the City of Bastrop, Texas, annexing Bastrop Colorado Bend phase 1, for 312.61 acres of land out of the Stephen F. Austin Survey, Abstract No.

2, located west of Lovers Lane and southeast of the Colorado River, as shown in Exhibit A, providing for findings of fact, adoption, establishing zoning and character district, repealer, severability, filing and enforcement; establishing an effective date; and proper notice and meeting, and move to include on the July 12, 2022, Regular Agenda for the second reading.
Submitted by: Jennifer Bills, Director of Planning & Development
Presentation was made by Jennifer C. Bills, Director of Planning & Development.

Public hearing was opened.

Public hearing was closed.

A motion was made by Mayor Pro Tem Rogers to approve the first reading of Ordinance No. 2022-04 and include on the July 12, 2022, Regular Agenda for the second reading, seconded by Council Member Kirkland, motion was approved on a 5-0 vote.

12E. Consider action to approve the first reading of Ordinance No. 2022-07 of the City Council of the City of Bastrop, Texas, approving the Bastrop Colorado Bend Zoning Concept Scheme, changing the zoning for 312.591 acres out of the Stephen F. Austin Survey Abstract 2, from P2 Rural to PEC Employment Center and establishing a plan on 312.591 acres, located west of Lovers Lane, within the city limits of the City of Bastrop, as shown in Exhibit A, providing for findings of fact, adoption, repealer, severability and enforcement, proper notice and meeting; and establishing an effective date and move to include on the July 12, 2022, Regular Agenda for the second reading.
Submitted by: Jennifer Bills, Director of Planning & Development
Presentation was made by Jennifer C. Bills, Director of Planning & Development.

A motion was made by Council Member Kirkland to approve the first reading of Ordinance No. 2022-07 and include on the July 12, 2022, Regular Agenda for the second reading, seconded by Council Member Lee, motion was approved on a 5-0 vote.

12F. Consider action to approve the first reading of Ordinance No. 2022-05 of the City Council of the City of Bastrop, amending the Comprehensive Plan by changing the Future Land Use designation from Rural Residential to Industry for Bastrop Colorado Bend, LLP for 312.591 +/- acres of land out of the Stephen F. Austin Survey Abstract 2, to the west of Lovers Lane, located within the city limits of the City of Bastrop, as attached in Exhibit A; and providing for findings of fact, adoption, enforcement, a repealer, and severability; establishing an effective date; and proper notice and meeting and move to include on the July 12, 2022, Regular Agenda for the second reading.
Submitted by: Jennifer C. Bills, Director of Planning & Development
Presentation was made by Jennifer C. Bills, Director of Planning & Development.

A motion was made by Council Member Kirkland to approve the first reading of Ordinance No. 2022-05 and include on the July 12, 2022, Consent Agenda for the second reading, seconded by Council Member Mayor Pro Tem Rogers, motion was approved on a 5-0 vote.

12G. Consider action to approve the first reading of Ordinance No. 2022-06 of the City Council of the City of Bastrop amending the Transportation Master Plan - Master Thoroughfare Plan and Street Grid for Bastrop Colorado Bend, LLP for 546.364 +/- acres of land out of

the Stephen F. Austin Survey, Abstract 2, to the west of Lovers Lane, located within the city limits of the City of Bastrop and the City of Bastrop Extraterritorial Jurisdiction; as attached in Exhibit A; and providing for findings of fact, adoption, enforcement, a repealer, and severability; establishing an effective date; and proper notice and meeting and move to include on the July 12, 2022, Regular Agenda for the second reading.
Submitted by: Jennifer C. Bills, Director of Planning & Development
Presentation was made by Jennifer C. Bills, Director of Planning & Development.

A motion was made by Council Member Kirkland to approve the first reading of Ordinance No. 2022-06 and include on the July 12, 2022, Consent Agenda for the second reading, seconded by Council Member Lee, motion was approved on a 5-0 vote.

Adjourned at 9:09 p.m. without objection.

APPROVED: **ATTEST:**

_____ _____
Mayor Connie B. Schroeder City Secretary Ann Franklin

The Minutes were approved on June 28, 2022, by Council Member motion, Council Member second. The motion was approved on a vote.

STAFF REPORT

MEETING DATE: July 12, 2022

TITLE:
Consider action to approve the second reading of Ordinance No. 2022-05 of the City Council of the City of Bastrop, amending the Comprehensive Plan by changing the Future Land Use designation from Rural Residential to Industry for Bastrop Colorado Bend, LLP for 312.591 +/- acres of land out of the Stephen F. Austin Survey Abstract 2, to the west of Lovers Lane, located within the city limits of the City of Bastrop, as attached in Exhibit A; and providing for findings of fact, adoption, enforcement, a repealer, and severability; establishing an effective date; and proper notice and meeting.

AGENDA ITEM SUBMITTED BY:
Jennifer C. Bills, Director of Planning & Development

BACKGROUND/HISTORY:
The Colorado Bend development is a proposed 546.364 +/- acre development with a mix of land uses and development types that that support a primary use as a film studio. The site is currently located within the City's Statutory Extraterritorial Jurisdiction, but the applicant has requested the annexation and rezoning of 312.591 +/- of the total tract for the first phase of development.

The applicant is requesting a change to the Comprehensive Plan Future Land Use to Industry which would allow a future Employment Center Place Type zoning. A Development Agreement was approved by the City Council on June 22, 2021 that laid out the process for the owner to annex the development in phases in order to build out the infrastructure and site incrementally. This amendment is listed as one of the development steps within the approved agreement. See the attached Background Memo for complete analysis.

PLANNING & ZONING COMMISSION REPORT:
The P&Z voted 3-2 to recommend approval. A vote of 5 affirmative votes is required for the Commission to make a recommendation to City Council, so no recommendation has been made by P&Z.

PREVIOUS CITY COUNCIL ACTION:
The City Council heard this item on February 22, 2022 and conducted the public hearing, but did not take action on the item. The first reading of the ordinance was conducted on June 28, 2022 and passed unanimously.

RECOMMENDATION:
Consider action to approve the second reading as presented.

ATTACHMENTS:
- Background Memo
- Ordinance No. 2022-05
- Exhibit A – Future Land Use Plan Amendment – Staff Proposed

- Attachment 1 – Location Map
- Attachment 2 – Existing Future Land Use Map
- Attachment 3 – Property Owner Notice
- Attachment 4 – Public Responses



TO: Paul A. Hofmann, City Manager

From: Jennifer C. Bills, Director of Planning & Development

Date: June 20, 2022

Subject: Bastrop Colorado Bend Comprehensive Plan Future Land Use Map Amendment

==========

ITEM DETAILS:

Site Address:	West of Lovers Lane (Attachment 1)
Total Acreage:	312.591 +/- acres
Legal Description:	546.364 +/- acres of land out of the Stephen F. Austin Survey, Abstract 2
Property Owner:	Alton Butler, Bastrop Colorado Bend, LLC
Agent Contact:	Matt Synatschk, Carlson, Brigance, and Doering, Inc.
Existing Use:	Vacant/Undeveloped
Existing Zoning:	None. Extra-Territorial Jurisdiction
Adopted Plan:	June 22, 2021, Development Agreement
Existing Future Land Use Category:	Rural Residential
Proposed Future Land Use Category:	Industry

BACKGROUND/HISTORY:

The Colorado Bend development is a proposed 546.364 +/- acre development with a mix of land uses and development types that that support a primary use as a film studio. The site is currently located within the City's Statutory Extraterritorial Jurisdiction, but the applicant has requested the annexation and rezoning of 312.591 +/- of the total tract for the first phase of development.

This tract is bordered on the west by the Colorado River. As a property that is mostly within the 100-year and 500-year flood plain, the Future Land Use Plan envisioned the best use for this property to be low-density residential. Taken as a single development, this property also has limited access to the west without the construction of bridges over the Colorado River.

The applicant is requesting a change to the Comprehensive Plan Future Land Use to Industry which would allow a future Employment Center Place Type zoning. This would allow for the development of a multi-faceted film studio facility which would include production facilities, sound stages, backlots, storage, and other ancillary spaces. Lodging, restaurants, event spaces, and recreational facilities would all support the film studio use. As the current annexation only covers a portion of the entire development, the Future Land Use Map amendment reflects changing the Character Area to Industry on the current annexation area (Exhibit A). The remainder of the property (233.773 +/- acres) would remain as Rural Residential until the next annexation request.

The 2036 Comprehensive Plan was adopted on November 22, 2016. The Comprehensive Plan is used to establish City Council policy for managing the future development of private and public land within the city limits and ETJ. Part of this plan is recognizing that development conditions and trends do change over time, so City Council has the ability to amend the Comprehensive Plan through public hearings.

Chapter 5, Land Use & Community Image, established 10 Character Areas on the Future Land Use Map that area used as the guiding document to determine changes to the zoning map and implementation development through the Bastrop Building Block (B^3) Code standards. The 2036 Comprehensive Plan is available here: https://www.cityofbastrop.org/page/plan.long_range.

A Development Agreement was approved by the City Council on June 22, 2021 that laid out the process for the owner to annex the development in phases in order to build out the infrastructure and site incrementally. This amendment is listed as one of the development steps within the approved agreement.

POLICY EXPLANATION:
Comprehensive Plan Amendments are regulated under Section 213 of the Texas Local Government Code.

Sec. 213.003. Adoption of 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

A public hearing was held on January 27, 2022 at the Planning & Zoning Commission meeting and a public hearing was held on February 22, 2022 at the City Council meeting.

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

The Planning & Zoning Commission voted to recommendation the amendment by a vote of 3-2. A minimum vote of 5 affirmative votes is required to make a report to city Council, so no recommendation was made.

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

Amendments to the Comprehensive Plan are adopted by ordinance following the requirements of the City Charter.

A published notice for the public hearings was placed in the Bastrop Advertiser on January 8th and sent mailed notices to 61 property owners within 200 feet of the property (Attachment 3). At the time of this report, three responses to the project have been received, 2 opposed and 1 no objection (Attachment 4).

RECOMMENDATION:
Consider action to approve the first reading of Ordinance 2022-05 of the City Council of the City of Bastrop, Texas, amending the Comprehensive Plan by changing the Future Land Use designation from Rural Residential to Industry for Bastrop Colorado Bend, LLP for 312.591 +/- acres of land out of the Stephen F. Austin Survey Abstract 2, to the west of Lovers Lane, located within the city limits of the City of Bastrop, as attached in Exhibit A; and providing for findings of fact, adoption, enforcement, a repealer, and severability; establishing an effective date; and proper notice and meeting and move to the July 12, 2022 Regular Agenda.

ORDINANCE NO. 2022-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AMENDING THE COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE DESIGNATION FROM RURAL RESIDENTIAL TO INDUSTRY FOR BASTROP COLORADO BEND, LLP FOR 312.591 +/- ACRES OF LAND OUT OF THE STEPHEN F. AUSTIN SURVEY ABSTRACT 2, TO THE WEST OF LOVERS LANE, LOCATED WITHIN THE CITY OF BASTROP EXTRATERRITORIAL JURISDICTION, AS ATTACHED IN EXHIBIT A; AND PROVIDING FOR FINDINGS OF FACT, ADOPTION, ENFORCEMENT, A REPEALER, AND SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

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

WHEREAS, the City Charter of the City of Bastrop, Texas, states that the Comprehensive Plan will contain recommendations for the growth, development, and beautification of the City and its extraterritorial jurisdiction; and

WHEREAS, Chapter 213 of Texas Local Government Code states that a governing body of a municipality may adopt a comprehensive plan for the long-range development of the city, which may include planning for land use, transportation, and public facilities; and

WHEREAS, the City Council of the City of Bastrop adopted the 2036 Comprehensive Plan by Resolution No. R2016-32 November 22, 2016; and

WHEREAS, the City Council of the City of Bastrop re-adopted th e 2036 Comprehensive Plan by Ordinance 2019-55 on November 12, 2022; and

WHEREAS, Chapter 213 of Local Government Code, Comprensive Plans, states that a Comprehensive Plan shall be adopted by Ordinance; and

WHEREAS, the citizens of the City of Bastrop were involved in the development of the Comprehensive Plan through participation committee and public meetings; and

WHEREAS, Chapter 213 of the Texas Local Government Code states that the adoption of or amendment to a Comprehensive Plan requires a hearing at which the public is given the opportunity to give testimony and present written evidence and as required by the City Charter, a public hearing was held for the Comprehensive Plan when it was adopted by Resolution No. R2016-32; and

WHEREAS, The Comprehensive Plan shall serve as a guide for all future City Council actions concerning land use, development regulations, and expenditures for capital improvements; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations 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 Planning & Zoning Commission reviewed the proposed amendment to the Master Thoroughfare Plan and Street Grid Map on January 27, 2022 and did not meet the Bastrop Building Block (B^3) Code requirement of 5 affirmative votes to make a recommendation to City Council (voted 3-2 to recommend approval); and

WHEREAS, the City Council held a public hearing on February 22, 2022.

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

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

Section 2: The City Council hereby adopts the amendment, as attached in Exhibit A.

Section 3: In the case of any conflict between other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

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

Section 5: The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance.

Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

Section 6: This Ordinance shall be effective immediately upon passage and publication.

Section 7: 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.

READ & ACKNOWLEDGED on First Reading on the 28th day of June 2022.

READ & APPROVED on the Second Reading on the 12th day of July 2022.

APPROVED:

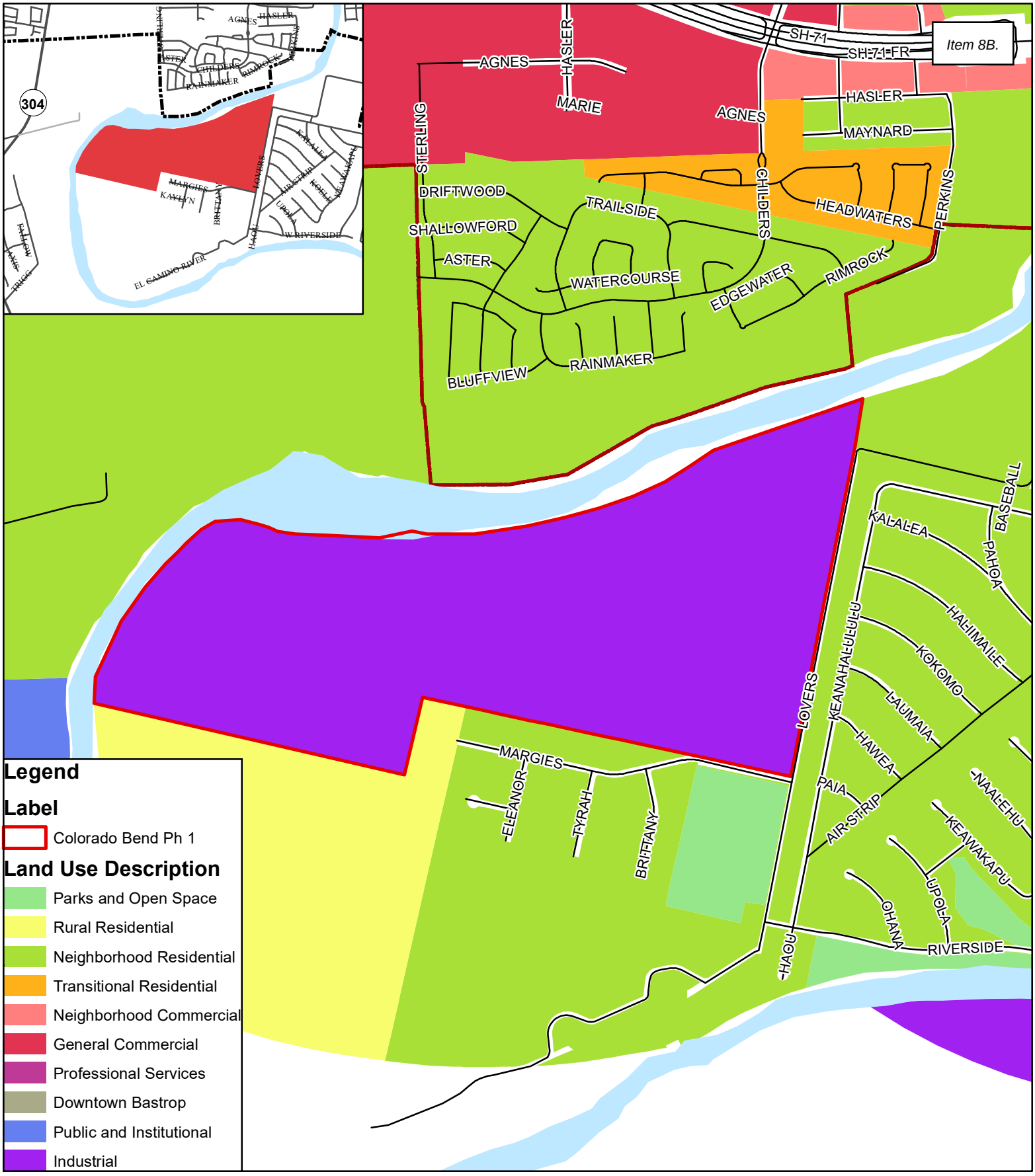
_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney



Legend

Label

- Colorado Bend Ph 1

Land Use Description

- Parks and Open Space
- Rural Residential
- Neighborhood Residential
- Transitional Residential
- Neighborhood Commercial
- General Commercial
- Professional Services
- Downtown Bastrop
- Public and Institutional
- Industrial

BASTROPTX
Heart of the Lost Pines
Est. 1832

1 inch = 1,151.41 feet

Proposed Future Land Use
Bastrop Colorado Bend

N

Date: 1/14/2022

The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for partic , or assumes any legal liablity or respons accuracy, completeness or usefullness information, nor does it represent that not infringe upon privately owned rights.

Attachm Location Map



Bastrop Colorado Bend Phase 1

Date: 1/14/2022

0 310 620 1,240
Feet

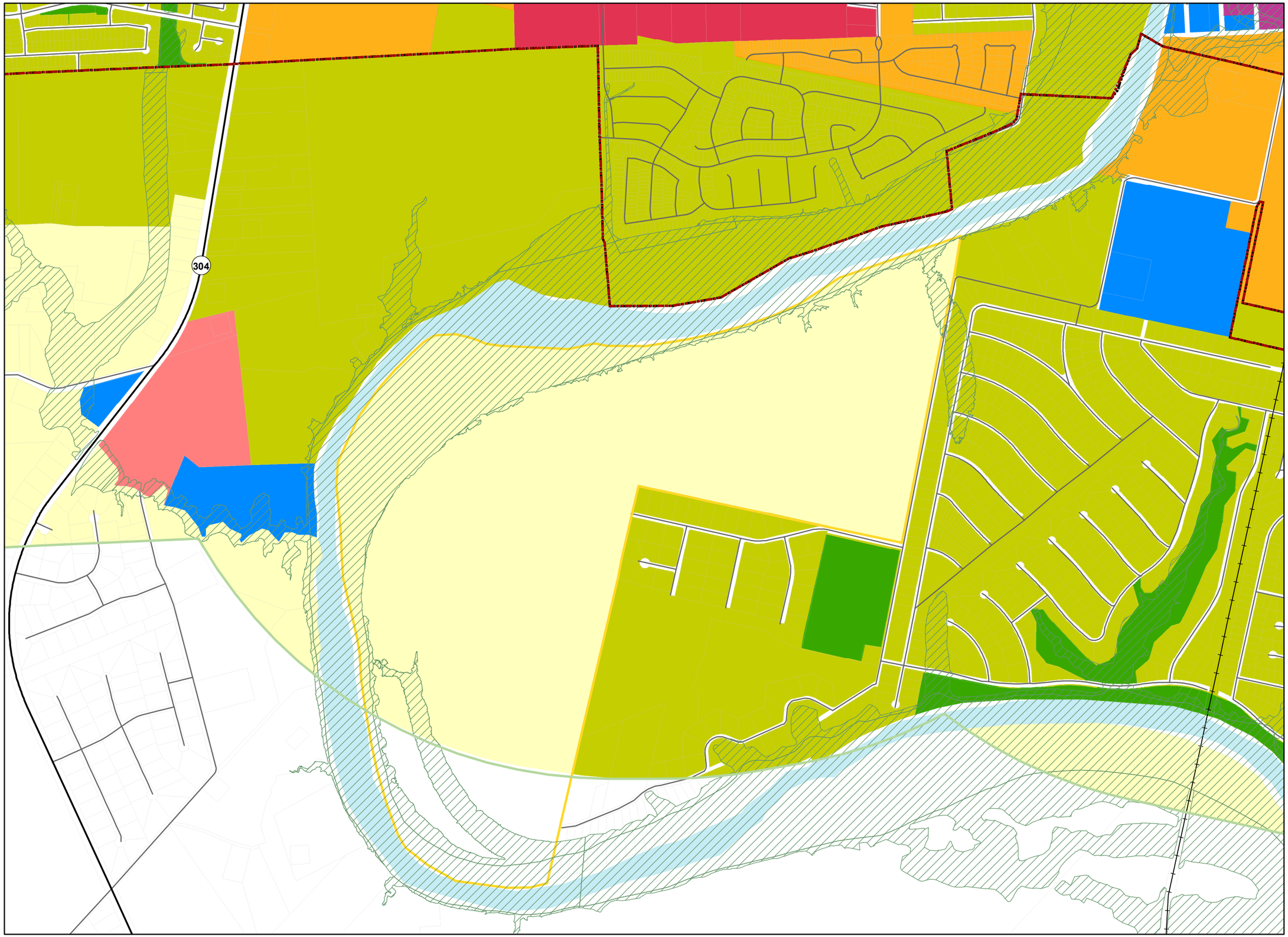
1 inch = 1,000 feet

N

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

BASTROP TX
Heart of the Lost Pines / Est. 1832

Future Land Use Amendment - Existing



Legend

- City Limit
- City Boundary
- Statutory ETJ
- Project Boundary
- Parcels

Land Use Description

- Parks and Open Space
- Rural Residential
- Neighborhood Residential
- Transitional Residential
- Neighborhood Commercial
- General Commercial
- Professional Services
- Downtown Bastrop*
- Public and Institutional
- Industrial
- Flood Zone Overlay

0 250 500 1,000
Feet

Date: 5/28/2021

N

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

Notice of Pending Zoning Concept Scheme & Comprehensive/Transportation Plan Amendment
City of Bastrop
Planning & Zoning Commission And City Council

Dear Property Owner:

The **Planning & Zoning Commission** will conduct a public hearing on **Thursday, January 27, 2022 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, February 22, 2022 at 6:30 p.m.** in the **City Hall Council Chambers** located at **1311 Chestnut Street**, **Bastrop, Texas** on the following request:

- Public hearing and consider action to approve a Zoning Concept Scheme for Bastrop 552, LLP.

Being 312.591 +/- acres of land out of the A2 Stephen F. Austin, to the west of Lovers Lane, to PEC Employment Center, located within the City of Bastrop Extraterritorial Jurisdiction.

- Public hearing and consider action to approve an amendment to the Comprehensive Plan to change the Future Land Use designation from Rural Residential to Industry for Bastrop 552, LLP.
- Public hearing and consider action to approve an amendment to the Transportation Master Plan for the Master Thoroughfare Plan with Bastrop 552, LLP.

Being 546.364 +/- acres of land out of the A2 Stephen F. Austin, to the west of Lovers Lane, located within the City of Bastrop Extraterritorial Jurisdiction.

Applicant:	William McLean/McLean & Howard
Owner:	Bastrop 552, LLC/Alton Butler
Address:	West of Lovers Lane
Legal Description:	546.364 +/- acres of land out of the Stephen F. Austin Survey, Abstract 2 – Future Land Use & Transportation Master Plan 312.591 +/- acres of land out of the Stephen F. Austin Survey, Abstract 2 – Zoning Concept Scheme

The applicant letter and location maps are attached for reference.

As a property owner within 200 feet of the above referenced property, you are being notified of the upcoming meetings per the Bastrop Code of Ordinances Zoning Regulations. For more information on this project, you can contact the Planning & Development offices at (512) 332-8840, plan@cityofbastrop.org, or visit the office at 1311 Chestnut Street, Bastrop, Texas.

For additional information, please visit or call the Planning & Development offices.✂

PROPERTY OWNER'S RESPONSE

As a property owner within 200': (please check one)

- ☐ I am in favor of the request.
- ☐ I am opposed to the request.
- ☐ I have no objection to the request.

Property Owner Name: _____
Property Address: _____
Phone (optional): _____
Mailing Address:_____
Email (optional): _____
Property Owner's Signature: _____

Comments: (Optional)

Please provide reply to the address below or email: plan@cityofbastrop.org RE: Bastrop 552 ZCS, CPA & TPA

Notice of Pending Zoning Concept Scheme & Comprehensive/Transportation Plan Amendment
City of Bastrop
Planning & Zoning Commission And City Council

Dear Property Owner:

The **Planning & Zoning Commission** will conduct a public hearing on **Thursday, January 27, 2022 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, February 22, 2022 at 6:30 p.m.** in the **City Hall Council Chambers** located at **1311 Chestnut Street**, **Bastrop, Texas** on the following request:

- Public hearing and consider action to approve a Zoning Concept Scheme for Bastrop 552, LLP.

Being 312.591 +/- acres of land out of the A2 Stephen F. Austin, to the west of Lovers Lane, to PEC Employment Center, located within the City of Bastrop Extraterritorial Jurisdiction.

- Public hearing and consider action to approve an amendment to the Comprehensive Plan to change the Future Land Use designation from Rural Residential to Industry for Bastrop 552, LLP.
- Public hearing and consider action to approve an amendment to the Transportation Master Plan for the Master Thoroughfare Plan with Bastrop 552, LLP.

Being 546.364 +/- acres of land out of the A2 Stephen F. Austin, to the west of Lovers Lane, located within the City of Bastrop Extraterritorial Jurisdiction.

Applicant:	William McLean/McLean & Howard
Owner:	Bastrop 552, LLC/Alton Butler
Address:	West of Lovers Lane
Legal Description:	546.364 +/- acres of land out of the Stephen F. Austin Survey, Abstract 2 – Future Land Use & Transportation Master Plan 312.591 +/- acres of land out of the Stephen F. Austin Survey, Abstract 2 – Zoning Concept Scheme

The applicant letter and location maps are attached for reference.

As a property owner within 200 feet of the above referenced property, you are being notified of the upcoming meetings per the Bastrop Code of Ordinances Zoning Regulations. For more information on this project, you can contact the Planning & Development offices at (512) 332-8840, plan@cityofbastrop.org, or visit the office at 1311 Chestnut Street, Bastrop, Texas.

For additional information, please visit or call the Planning & Development offices.✂

PROPERTY OWNER'S RESPONSE

As a property owner within 200': (please check one)

- ☐ I am in favor of the request.
- ☒ I am opposed to the request.
- ☐ I have no objection to the request.

Property Owner Name: Kalynn Champagne
Property Address: 1162 Morgies Way
Phone (optional): _____
Mailing Address: _____
Email (optional): _____
Property Owner's Signature: Kalynn C

Comments: (Optional)

Please provide reply to the address below or email: plan@cityofbastrop.org RE: Bastrop 552 ZCS, CPA & TPA

From: Vicky Adams on behalf of Planning Dept
To: Vicky Adams; Martin Walker
Subject: FW: Planning & Zoning Bastrop 552
Date: Monday, January 24, 2022 4:17:44 PM

From: Steph <skennedy10672@gmail.com>
Sent: Thursday, January 20, 2022 4:44 PM
To: Planning Dept <plan@cityofbastrop.org>
Subject: Planning & Zoning Bastrop 552

[You don't often get email from skennedy10672@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification.]

WARNING EXTERNAL EMAIL: This email is from an external source. Do not click links or open attachments without positive sender verification of purpose. Never enter Username, Password or sensitive information on linked pages from this email. If you are unsure about the message, please contact the IT Department for assistance.

Received 1-24-2022

Notice of Pending Zoning Concept Scheme & Comprehensive/Transportation Plan Amendment
City of Bastrop
Planning & Zoning Commission And City Council

Dear Property Owner:

The **Planning & Zoning Commission** will conduct a public hearing on **Thursday, January 27, 2022 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, February 22, 2022 at 6:30 p.m.** in the **City Hall Council Chambers** located at **1311 Chestnut Street**, **Bastrop, Texas** on the following request:

- Public hearing and consider action to approve a Zoning Concept Scheme for Bastrop 552, LLP.

Being 312.591 +/- acres of land out of the A2 Stephen F. Austin, to the west of Lovers Lane, to PEC Employment Center, located within the City of Bastrop Extraterritorial Jurisdiction.

- Public hearing and consider action to approve an amendment to the Comprehensive Plan to change the Future Land Use designation from Rural Residential to Industry for Bastrop 552, LLP.
- Public hearing and consider action to approve an amendment to the Transportation Master Plan for the Master Thoroughfare Plan with Bastrop 552, LLP.

Being 546.364 +/- acres of land out of the A2 Stephen F. Austin, to the west of Lovers Lane, located within the City of Bastrop Extraterritorial Jurisdiction.

Applicant:	William McLean/McLean & Howard
Owner:	Bastrop 552, LLC/Alton Butler
Address:	West of Lovers Lane
Legal Description:	546.364 +/- acres of land out of the Stephen F. Austin Survey, Abstract 2 – Future Land Use & Transportation Master Plan 312.591 +/- acres of land out of the Stephen F. Austin Survey, Abstract 2 – Zoning Concept Scheme

The applicant letter and location maps are attached for reference.

As a property owner within 200 feet of the above referenced property, you are being notified of the upcoming meetings per the Bastrop Code of Ordinances Zoning Regulations. For more information on this project, you can contact the Planning & Development offices at (512) 332-8840, plan@cityofbastrop.org, or visit the office at 1311 Chestnut Street, Bastrop, Texas.

For additional information, please visit or call the Planning & Development offices.

PROPERTY OWNER'S RESPONSE

As a property owner within 200': (please check one)

☐ I am in favor of the request.
☐ I am opposed to the request.
☒ I have no objection to the request. to Phase 1 only

Property Owner Name: Chris + Steph Kennedy
Property Address: 2164 El Camino Real Road
Phone (optional): 512 987 9544
Mailing Address: Same
Email (optional): SKennedy10672@gmail.com
Property Owner's Signature: SKennedy

Comments: (Optional)
No objections to Phase 1 only

Please provide reply to the address below or email: plan@cityofbastrop.org RE: Bastrop 552 ZCS, CPA & TPA

PLANNING & DEVELOPMENT

1311 Chestnut Street • PO Box 427 • Bastrop, Texas 78602 • 512.332.8840 • www.cityofbastrop.org

Sent from my iPhone

BASTROP BOARD AND COMMISSION MEETINGS

REQUEST TO SPEAK

Meeting Date: Jan. 27, 2022

PLEASE PRESENT THIS FORM PRIOR TO THE START OF THE MEETING. WHEN YOU ARE RECOGNIZED BY THE CHAIR TO SPEAK, PLEASE STATE YOUR NAME.

PLEASE PRINT LEGIBLY

Name: Michele Anderson

Address: 103 Kauai Ct.

Bastrop, Texas 78602

(City) (State) (Zip)

Phone: 512-906-9042

WHEN WOULD YOU LIKE TO SPEAK:

____ **Citizens' Comments** (This item is available for citizens to speak on items not on the agenda. In accordance with the Texas Attorney General's opinion, any public comment that is made on an item that is not on the published agenda will only be heard by the Bastrop City Council. No formal action, discussion, nor comment will be made by the City Council.)

TOPIC:

__x__ **Agenda Item No**. 3B-3D

☐ wish to speak IN FAVOR of this item.

☐ X wish to speak IN OPPOSITION to this item.

☐ do not wish to speak.

Please record my ____SUPPORT __x__OPPOSITION.

I agree that I will limit my time to three minutes, speak with respect, and refrain from using profane, insulting or threatening language.
"I hereby certify that the information and statements by me are true and accurate. I further swear that the testimony I give before this body will be true and accurate. I understand that by speaking, I may or may not be filmed or recorded for public broadcasting and I give my full permission to do so."

Michele S. Anderson

(Signature)

*PLEASE SEE COMMENTS ON NEXT PAGE

Unfortunately, I cannot attend this important meeting in person but wanted state my opposition to approval of the above-referenced agenda items.

1. The newest drawings published in the Statesman and other media outlets do not align with previous drawings we've been provided.

2. Questions made in-person to the City regarding the perimeter road have gone unanswered. The City states this will be a County road and the County has no knowledge of this. Many details regarding this road need to be addressed and clearly conveyed to the citizenry.

3. The City previously stated its plans to annex a portion of the Colorado River at the southern point of the Bastrop 552 development where it meets El Camino. The logical assumption is that a future bridge will be constructed here; however, there is a home at the end of El Camino that will surely require removal. Numerous requests have been made to the City for clarification of its future plans requiring annexation of the river and no reply has been received.

4. Numerous requests for sound surveys have been made and as with other requests, this request has also gone unanswered. We need to understand the true impact of neighboring residents whenever concerts are held and/or when movies are in production. The landscape is unique and sound travels very far up the hills and down the river.

5. If the taxpayers are footing the numerous breaks being given to this development, we deserve to benefit from this project. Current plans prohibit public access. We'd like to see that change. The development should host City/County events for the benefit of the public a set number of times throughout the year.

I truly appreciate your consideration of my concerns.

STAFF REPORT

MEETING DATE: July 12, 2022

TITLE:
Consider action to approve the second reading of Ordinance No. 2022-06 of the City Council of the City of Bastrop amending the Transportation Master Plan - Master Thoroughfare Plan and Street Grid for Bastrop Colorado Bend, LLP for 546.364 +/- acres of land out of the Stephen F. Austin Survey, Abstract 2, to the west of Lovers Lane, located within the city limits of the City of Bastrop and the City of Bastrop Extraterritorial Jurisdiction; as attached in Exhibit A; and providing for findings of fact, adoption, enforcement, a repealer, and severability; establishing an effective date; and proper notice and meeting.

AGENDA ITEM SUBMITTED BY:
Jennifer C. Bills, Director of Planning & Development

BACKGROUND/HISTORY:
The Bastrop Colorado Bend development is a proposed 546-acre development with a mix of land uses and development types that that support a primary use as a film studio. The site is currently located within the City's Statutory Extraterritorial Jurisdiction, but applicant has requested the annexation and rezoning of 312.591 +/- of the total tract for the first phase of development. See the attached Background Memo for more information.

PLANNING & ZONING COMMISSION REPORT:
The P&Z voted 3-2 to recommend approval. A vote of 5 affirmative votes is required for the Commission to make a recommendation to City Council, so no recommendation has been made by P&Z.

PREVIOUS CITY COUNCIL ACTION:
The City Council heard this item on February 22, 2022 and conducted the public hearing, but did not take action on the item. Council held the first reading of the ordinance on June 28, 2022 and it passed unanimously.

RECOMMENDATION:
Consider action approve the second reading of Ordinance No. 2022-06 as presented.

ATTACHMENTS:
- Background Memo
- Ordinance No. 2022-06
- Exhibit A – Proposed Transportation Master Plan Amendment
- Attachment 1 – Location Map
- Attachment 2 – Existing Transportation Master Plan Street Grid
- Attachment 3 – March 8, 2021 Bastrop County Commissioners' Court Meeting Minutes
- Attachment 4 – Property Owner Notice
- Attachment 5 – Public Responses

TO: Paul A. Hofmann, City Manager

From: Jennifer C. Bills, Director of Planning & Development

Date: June 20, 2022

Subject: Bastrop Colorado Bend Master Transportation Plan Thoroughfare Plan Amendment

==========

ITEM DETAILS:

Site Address:	West of Lovers Lane (Attachment 1)
Total Acreage:	546.364 +/- acres
Legal Description:	546.364 +/- acres of land out of the Stephen F. Austin Survey, Abstract 2
Property Owner:	Alton Butler, Bastrop Colorado Bend, LLC
Agent Contact:	Matt Synatschk, Carlson, Brigance, and Doering, Inc.
Existing Use:	Vacant/Undeveloped
Existing Zoning:	None. Extra-Territorial Jurisdiction
Adopted Plan:	June 22, 2021, Development Agreement
Existing Future Land Use Category:	Rural Residential (FLU amendment requested to Industry)

BACKGROUND/HISTORY:

The Bastrop Colorado Bend development is a proposed 546-acre development with a mix of land uses and development types that that support a primary use as a film studio. The site is currently located within the City's Statutory Extraterritorial Jurisdiction, but applicant has requested the annexation and rezoning of 312.591 +/- of the total tract for the first phase of development.

This tract is bordered on the west by the Colorado River. As a property that is mostly within the 100-year and 500-year flood plain, the Future Land Use Plan envisioned the best use for this property to be low-density residential. Taken as a single development, this property also has limited access to the west without the construction of bridges over the Colorado River. With this considered, the Major Thoroughfare Map adopted in 2017 established a Collector Level Road across the property from Lovers Lane that includes a bridge to cross the Colorado River and connect to SH 304 to the west (Attachment 2). The 2019 Transportation Master Plan Street Grid reclassified this as a Primary Multimodal Street and added 720-foot grid Local Connector Streets that fit the Rural Residential Character District. As this property is in the Extraterritorial Jurisdiction, Bastrop County has also adopted a Transportation Plan in 2016 which also included the connection over the Colorado River to align the roads.

The applicant is requesting a change to the Comprehensive Plan - Master Transportation Plan to eliminate any streets that would bisect the property. To do this, the Local Connector Streets would be removed, and the Primary Multimodal Street, as well as the bridge crossing the Colorado River would be relocated to the eastern boundary of the property. The Transportation Master Plan was adopted on February 28, 2017, and Chapter 5 – Thoroughfare Plan including the Major Thoroughfare Map was amended on November 12, 2019. The TMP and amendment can be found here: https://www.cityofbastrop.org/page/plan.long_range

At the March 8, 2021 Bastrop County Commissioners' Court meeting, the Commission voted to "convey our willingness to conceptually amend our Transportation Plan and be flexible to honor this developer's request not to have a new regional corridor go through his development to connect Lovers Lan to SH 304." (Attachment 3). No actual route was determined or amended in the County's Transportation Plan.

As the current annexation only covers a portion of the entire development, the Transportation Master Plan amendment reflects changing only the area within the current annexation area (Exhibit A). This would relocate the Primary Multimodal Street and remove the 720 local street grid requirements within the 312.591 +/- acres but leave the grid in place until the annexation on the remaining 233.773 +/- acres.

Staff is proposing to relocate the Primary Multimodal Street to the east boundary of the property and to relocate the bridge to the southeast corner of the tract. A future Transportation Plan Amendment will be brought forward by Planning Staff to propose a route for a connection from the bridge to SH 304.

The applicant is proposing to allow the site to develop as a single tract with no public internal roads (Local Connector Streets). This would allow for the development of a multi-faceted film studio facility which would include production facilities, sound stages, backlots, storage, and other ancillary spaces. Lodging, restaurants, event spaces, and recreational facilities would all support the film studio use.

POLICY EXPLANATION:
Comprehensive Plan Amendments are regulated under Section 213 of the Texas Local Government Code.

Sec. 213.003. Adoption of 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

A public hearing was held on January 27, 2022 at the Planning & Zoning Commission meeting and a public hearing was held on February 22, 2022 at the City Council meeting.

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

The Planning & Zoning Commission voted to recommendation the amendment by a vote of 3-2. A minimum vote of 5 affirmative votes is required to make a report to city Council, so no recommendation was made.

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

Amendments to the Comprehensive Plan are adopted by ordinance following the requirements of the City Charter.

A published notice was placed in the Bastrop Advertiser on January 8th and sent mailed notices to 61 property owners within 200 feet of the property (Attachment 3). At the time of this report, three responses to the project has been received, 2 opposed and 1 no objection (Attachment 4).

RECOMMENDATION:

Consider action to approve the first reading of Ordinance 2022-06 of the City Council of the City of Bastrop amending the Transportation Master Plan - Master Thoroughfare Plan and Street Grid for Bastrop Colorado Bend, LLP for 546.364 +/- acres of land out of the Stephen F. Austin Survey Abstract 2, to the west of Lovers Lane, located within the city limits of the City of Bastrop and the City of Bastrop Extraterritorial Jurisdiction; as attached in Exhibit A; and providing for findings of fact, adoption, enforcement, a repealer, and severability; establishing an effective date; and proper notice and meeting and move to the July 12, 2022 Regular Agenda.

ORDINANCE NO. 2022-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AMENDING THE 2036 COMPREHENSIVE PLAN BY AMENDING THE TRANSPORTATION MASTER PLAN - MASTER THOROUGHFARE PLAN AND STREET GRID FOR BASTROP COLORADO BEND, LLP FOR 546.364 +/- ACRES OF LAND OUT OF THE STEPHEN F. AUSTIN SURVEY, ABSTRACT 2, TO THE WEST OF LOVERS LANE, LOCATED WITHIN THE CITY LIMITS OF THE CITY OF BASTROP AND THE CITY OF BASTROP EXTRATERRITORIAL JURISDICTION; AS ATTACHED IN EXHIBIT A; AND PROVIDING FOR FINDINGS OF FACT, ADOPTION, ENFORCEMENT, A REPEALER, AND SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

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

WHEREAS, the Bastrop City Council ("City Council"), as a duly-elected legislative body, finds that it is facing significant historic and contemporary land use challenges that existing regulations were not designed to address; and

WHEREAS, the City Charter of the City of Bastrop, Texas, states that the Comprehensive Plan will contain recommendations for the growth, development, and beautification of the City and its extraterritorial jurisdiction; and

WHEREAS, the City Council of the City of Bastrop adopted the 2036 Comprehensive Plan by Resolution No. R2016-32; and

WHEREAS, Chapter 213 of Local Government Code, Comprensive Plans, states that a Comprehensive Plan shall be adopted by Ordinance; and

WHEREAS, the Transportation Master Plan, as part of the Comprehensive Plan, guides roadway improvements, construction of new facilities, outlines and implements the City's transportation goals and serves as the basis for compliance with State and Federal transportation planning bodies' policies; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations 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 Council updated the Tranportation Master Plan on November 12, 2019 by amending the Master Thoroughfare Plan and Street Grid Map;

WHEREAS, the Planning & Zoning Commission reviewed the proposed amendment to the Master Thoroughfare Plan and Street Grid Map on January 27, 2022 and did not meet the B³ Code requirement of 5 affirmative votes to make a recommendation to City Council (voted 3-2 to recommend approval); and

WHEREAS, the City Council held a public hearing on February 22, 2022.

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

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

Section 2: The City Council hereby amends the Transportation Master Plan, as attached in Exhibit A.

Section 3: In the case of any conflict between other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

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

Section 5: The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance.

Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

Section 6: This Ordinance shall be effective immediately upon passage and publication.

Section 7: 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.

READ & ACKNOWLEDGED on First Reading on the 28th day of June 2022.

READ & APPROVED on the Second Reading on the 12th day of July 2022.

APPROVED:

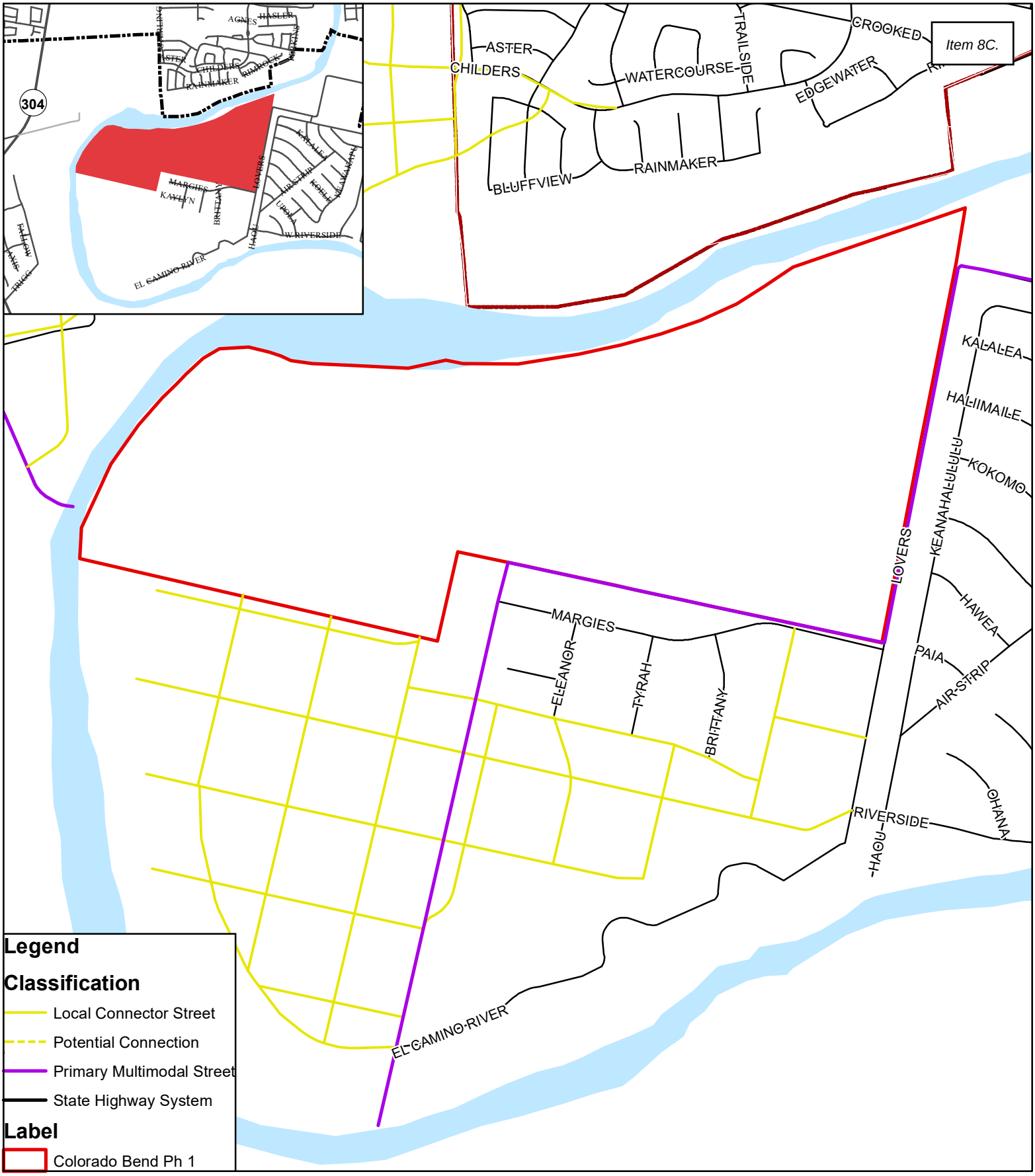
_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney



Legend

Classification

- Local Connector Street
- Potential Connection
- Primary Multimodal Street
- State Highway System

Label

- Colorado Bend Ph 1

BASTROPTX
Heart of the Lost Pines
Est. 1832

1 inch = 1,000 feet

Proposed Master Transportation Plan
Bastrop Colorado Bend

N

Date: 1/14/2022

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

Attachm Location Map



Bastrop Colorado Bend Phase 1

Date: 1/14/2022

0 310 620 1,240
Feet

1 inch = 1,000 feet

N

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

BASTROPTX
Heart of the Lost Pines
Est. 1832

Major Throroughfare Map
City of Bastrop Transporation Master Plan
Amendment Area - Existing

Legend

TMP Street Grid
Classification
- Local Connector Street
- Potential Connection
- Primary Multimodal Street
- State Highway System

- City Limit

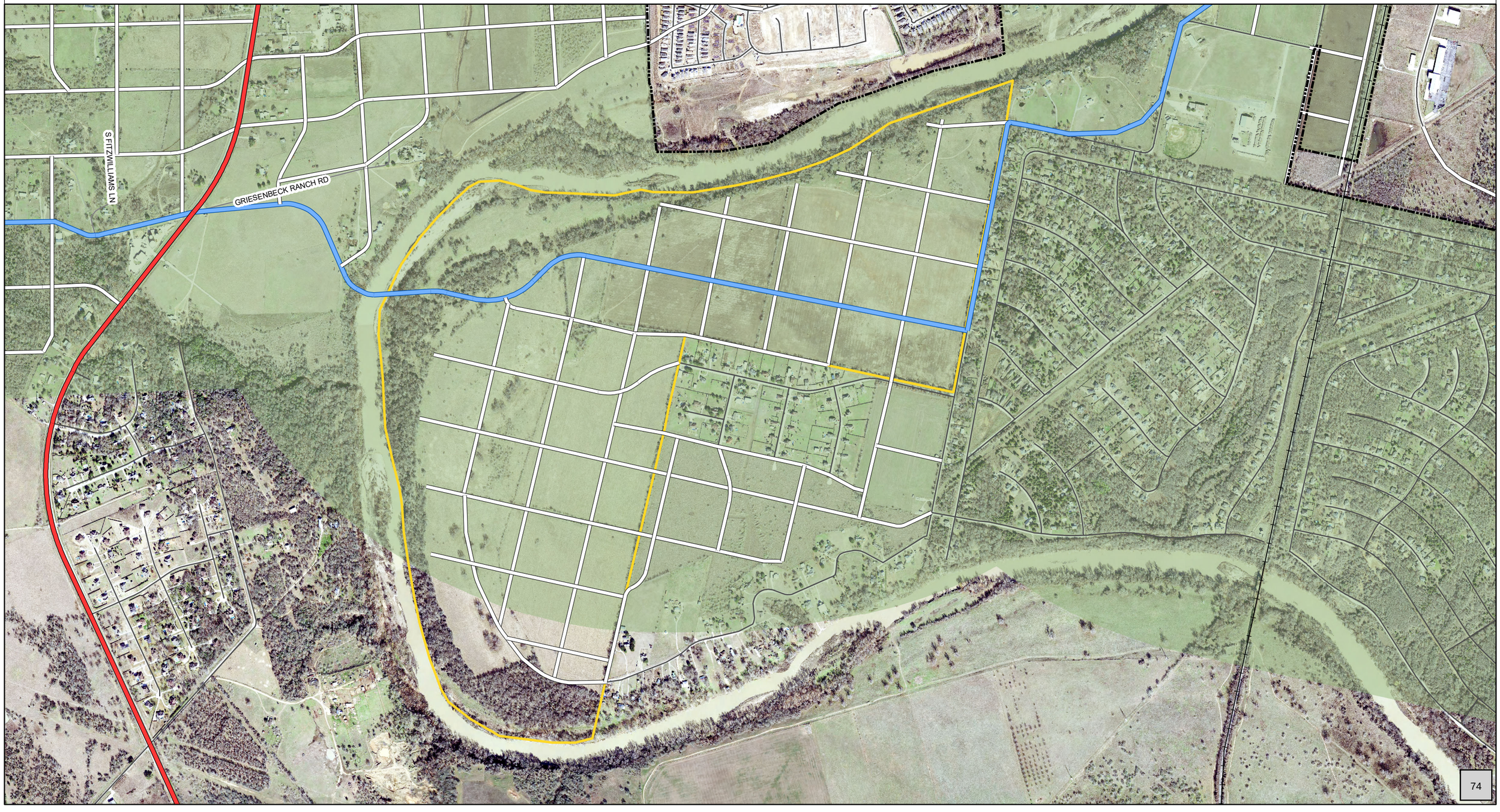
Extra-Territorial Jurisdiction
AREA
- Statutory (one-mile)
- ETJ Area A
- ETJ Area B

N

Date: 5/28/2021

0 0.075 0.15 0.3
Miles

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



Commissioners' Court Minutes, Bastrop County, Texas

March 8, 2021

Pursuant to law, the Commissioners' Court of Bastrop County, Texas, convened in a Regular Session on the 8th day of March, 2021 at 9:00 a.m. at the Commissioners Courtroom, Second Floor, 804 Pecan Street, Bastrop, Texas, with the following members present:

Paul Pape	County Judge
Mel Hamner	Commissioner Precinct # 1
Clara Beckett	Commissioner Precinct # 2
Mark Meuth	Commissioner Precinct # 3
Donna Snowden	Commissioner Precinct # 4

being five members present in the Courtroom and a quorum
and Rose Pietsch, County Clerk, ex-officio.

Social distancing was being practiced in the Courtroom. A teleconference was set up so that folks could listen and participate in the meeting.

A. The meeting was called to order at 9:01 a.m. by Judge Pape who also opened with prayer. Allegiance was made to the Flags.

E. ACTION AGENDA: The following items are for discussion and possible action:

1. Meuth made a motion to approve the payment of the bills. Beckett seconded, motion carried with 5 ayes.

2. Meuth made a motion to approve the Minutes from February 22, 2021 regular meeting and the February 26, 2021 Special meeting. Beckett seconded, motion carried with 5 ayes.

B. Citizen's Comments: Jim Rose addressed the Court with pictures stating that his wildlife has left the area due to the work done in Rosanky on the Big Star solar project. He asked where the environmental study is for the project. He recommended the abatement document be started over so the citizens of Rosanky can have their concerns addressed. He also requested that a timetable is set for bulldozers to run so they aren't disturbing the citizens extremely early or late.

C. Certificates of Service were given to Krystal Burton in IT for 15 years, Rachel Frost as Commissioner Precinct 2 Assistant for 15 years, Maridel Borrego in the Collections and Compliance Office for 10 years, Suzy Stoppelberg-McGee in the DA's Office for 5 years and to Horace Black Jr for 5 years as a visiting Judge.

D. Department Reports:

1. Adena Lewis thanked the Court for the efforts given, sometimes at the last minute, to bring production to the County, which in turn brings economic development. She introduced Kim LeBlanc from the Texas Film Commission, who stated they are celebrating 50 years as a State Agency. Kim stated that Bastrop County is a Film Friendly County due to the efforts of Adena Lewis and presented a Film Friendly Certification to the County. The Judge thanked Adena for her excellent work. She stated that it remains to be about the "team". Adena further reported that due to COVID, business is down but they are starting to see increase in visitations to local hotels. She hopes to see an increase in HOT tax this year.

Adena stated that we will see growth in all parts of the County and that Broadband has been focused on a lot due to COVID especially how it has become essential for education, Telehealth and work. Adena stated that Bastrop County Cares has partnered with the Economic Development team to do a Broadband Study and it was a $40,000 project. She thanked Bastrop County Cares, St. David's Foundation, The Hogg Foundation, Bastrop Economic Development Corporation, Elgin Economic Development Corporation, First National Bank of Bastrop, Frontier Bank of Texas and Smithville Area Chamber of Commerce for their generous donations toward this project. The full report and interactive map is located on the County website thanks to Lyndsey Schroeder. Adena stated that 3624 responses to a survey were completed by Bastrop County citizens and businesses. There are some large areas of the County with very little coverage. Broadband has never been addressed in Bastrop County like it is now and Adena is excited about this. There will be a follow up meeting on March 25, 2021 at 2:00 p.m. in the Annex conference room with all providers being present. Grants can be applied for because of this study.

2. Abram Barker gave an update on Floodplain Management. He stated that February was a very busy month with new floodplain maps being released. This affects how the community builds and grows. He stated the most impacted areas are the cities and the Cedar Creek watershed because of Cedar Creek and its' tributaries. The Colorado River did not have any major changes. Beckett thanked Abram for the report and thanked the Court for these studies dating back to 2005. She is happy to see updated maps due to these investments that were made.

3. Christine Files gave a report on DR-4586 (February Weather Event). The EOC has returned to normal operations. The Commissioners distributed 24 truckloads of water across their precincts over a four-day period. The Long Term Recover Team has partnered again with Mennonite Disaster Services to do plumbing repairs. So far 23 have been done and a new group arrived on Saturday and should get 15 more homes done this week. Crisis Cleanup has received 49 requests for Bastrop, Hays, Travis & Williamson Counties.

We are on Day 353 of our Response to COVID-19. The EOC remains a Level 3 Response to this. They continue to support St. David's Test site and vaccine pods at various places. The contract with St. David's expires at the end of March. There were 79 tests done last week. Christine asked for direction from the Court on this issue. Dr. Walkes' contract also expires at the end of March. The EOC recommends extending her contract. These items will be put on the next agenda.

Judge Pape stated how efficiently every vaccine clinic is run. The comments received reflect that they are very well organized like a well-oiled machine and they all run so smoothly. Judge Pape thanked Debbie Bresette from Bastrop County Cares for the beautiful organization of the volunteers and Dr. Walkes for the organization of the various clinics—over 5000 vaccines were given out in Bastrop County last week with another 1000 assigned to us at Circuit of the Americas. Christine announced a celebration was held in Bastrop County last week as we exceeded 10,000 vaccinations done in our County so far. The vaccine business is not slowing down here. Judge Pape thanked Bastrop Independent School District for the use of the PAC Center and announced that they offered the use of Memorial Stadium on Hwy 21 for a larger clinic if we can get the vaccines. He also thanked Bastrop Christian Outreach Center (BCOC) for opening their doors to whatever is needed. He stated their support has been heartwarming.

Christine reported that the National Guard sent the Air Guard to Bastrop County for the first pilot program across Texas on Saturday, March 6th to vaccinate homebound and elderly citizens. 103 vaccinations done between the hours of 9:30 am and 3:00 p.m. The oldest person was a 94-year-old woman who was vaccinated in her home. There are hundreds more that need to be vaccinated. Dr. Walkes had been compiling a list of names of homebound folks.

E. ACTION AGENDA: The following items are for discussion and possible action:

3. (Item # 4) Beckett made a motion to approve Bastrop County Constables Exempt Racial Profiling Report(s) for 2019-2020. Snowden seconded, motion carried with 5 ayes.

4. (Item # 5) Sheriff Cook reported there were no written reports filed. Hamner made a motion to approve 2020 Racial Profiling Statistics. Snowden seconded, motion carried with 5 ayes.

5. (Item # 6) Snowden made a motion to approve Tyler Technologies Agreement for a wireless barcode scanner located in property room at Sheriff's Office. Beckett seconded, motion carried with 5 ayes.

6. (Item # 20) Sheriff Cook thanked the Auditor's Office for getting all this together. Hamner made a motion to approve Intergovernmental Agreement with the US Marshals Service for increase in per diem for housing inmates. Beckett seconded, motion carried with 5 ayes.

7. (Item # 21) Beckett made a motion to pay overtime instead of required Comp time when all time has been appropriately accounted for and agreed upon by Auditor and Human Resources. Hamner seconded, a friendly amendment was made by Beckett to say this is applicable to all departments who were called in to response to DR – 4586 Storm Uri, Hamner seconded the amendment, motion carried with 5 ayes.

8. (Item # 22) Discussion was held on the Environmental Enforcement Officer. It was agreed that this person would be housed at the Sheriff's Office as a Deputy. Pape made a motion to approve Memorandum of Understanding between Bastrop County Development Services and Bastrop County Sheriff's Office regarding Environmental Enforcement Officer subject to Carolyn Dill, Judge Pape and Sheriff Cook working out the minor details and coming up with a final agreement. Snowden seconded, motion carried with 5 ayes.

The Court took a 5-minute recess at 10:30 a.m. and was called back into session at 10:35 a.m.

9. (Item # 3) Kristin Miles briefed the Court on the required report in odd numbered years. They will pay close attention to City populations during redistricting. Snowden made a motion to accept the review of the County Election Precincts with no changes at this time. Beckett seconded, motion carried with 5 ayes.

10. (Item # 7) Beckett made a motion to approve Ad Valorem Tax Collection Contract with Altessa Municipal Utility District. Snowden seconded, motion carried with 5 ayes.

11. (Item # 8) Discussion was held on this issue with different ideas presented as possible solutions. Beckett made a motion to waive Transfer Station fees for 2 weeks, from March 16 through March 27, for damage due to Storm Uri, on the honor system. Snowden seconded, motion carried with 5 ayes.

12. (Item # 9) Hamner made a motion to approve existing metes and bounds division of 0.445 acres and 0.34 acres in the B.A.M. Thomas Survey; Precinct: 1; Owner: Walter Sneed (pursuant to Section 232.0015 of the Texas Local Government Code). Beckett seconded, motion carried with 5 ayes.

13. (Item # 10) Meuth made a motion to award a contract for RFP 21BCP01A Grant Writing and Admin for TDA-CDBG 2021-2022 Community Development Funds - Stony Point to Langford Community Management Services. Hamner seconded, motion carried with 5 ayes.

14. (Item # 11) Meuth made a motion to enter into contract negotiations and approve a contract with Steger Bizzell Engineering, Inc. for RFQ 21BCP01B Engineering for TDA-CDBG 2021-2022 Community Development Funds - Stony Point, contingent upon successful fee schedule negotiations. Snowden seconded, motion carried with 5 ayes.

15. (Item # 12) Hamner made a motion to approve request to solicit bids for an erosion repair project at Dry Creek Bridge in Precinct 1. Beckett seconded, motion carried with 5 ayes.

16. (Item # 13) Snowden made a motion to approve request to solicit bids for cleaning of COVID-19 Vaccine Distribution Facilities. Beckett seconded, motion carried with 5 ayes.

D. Department Reports:

4. Dr. Walkes addressed the Court stating that testing is declining and the positivity rate is slowly declining. We have received 14,200 doses of vaccine and plan to distribute 4000-5000 this week. They are in the process of collaborating with Circuit of the Americas to get folks vaccinated. Judge Pape thanked Dr. Walkes and her entire team for the excellent job they are doing.

E. ACTION AGENDA: The following items are for discussion and possible action:

17. (Item # 14) Zac Loftin from CAMPO reported on the 2020 Bastrop County Transportation Plan Update. Beckett thanked the CAMPO staff for preparing this Plan. Beckett made a motion to adopt the 2020 Bastrop County Transportation Plan Update. Hamner seconded, motion carried with 5 ayes.

18. (Item # 15) Hamner made a motion to convey our willingness to conceptually amend our Transportation Plan and be flexible to honor this developer's request not to have a new regional corridor go through his development to connect Lovers Lane to SH 304. Beckett seconded, motion carried with 5 ayes.

19. (Item # 16) Beckett made a motion to approve exemption from plat requirement on an existing metes and bounds division of 1.001 acres in the Henry P. Redfield Survey, Abstract 286; Owner: Buffalo Creek Properties, LLC (pursuant to Section 232.0015 of the Local Government Code). Meuth seconded, motion carried with 5 ayes.

20. (Item # 17) Snowden made a motion to approve Preliminary Plan of Dunbar Estates Subdivision which lays out 5 lots out of 18.024 acres in the Dempsey Pace Survey: Owner: Austin787 Properties, LLC in Precinct 4. Meuth seconded, motion carried with 5 ayes.

21. (Item # 18) Snowden made a motion to set a public hearing on Monday, April 12, 2021 at 9:30 a.m. for:

A. Regarding the revision of a portion of Tract 14, Rianna Woods Subdivision and Tract 15-B, Rianna Woods Subdivision, Amending Plat of Tract 15 with a variance to Bastrop County Subdivision Regulations, Section VI.3.a. (lot frontage); Owner: Luis Alberto Avila Flores (aka: Luis Avila) in Precinct 4.

22. (Item # 19) Beckett made a motion to appoint Mayor Joanna Morgan as Bastrop County representative to CARTPO Board. Hamner seconded, motion carried with 5 ayes.

F. DISCUSSION ONLY:

DO1. Beckett explained the situation between the Tiner siblings concerning the Tiner Family Subdivision.

DO2. Carolyn Dill addressed the Court concerning updating subdivision regulations for high density development.

DO3. Amending Bastrop County COVID-19 Operations Strategies—Judge Pape informed the Court that folks will begin asking us to remove precautions based on the Governor's removal of the mask mandate effective 3/10/2021. He will address this in the next meeting.

G. CONSENT AGENDA (Consent Agenda items are generally routine.) Unless removed by a member of the Court, items listed on the consent agenda will be acted on together.

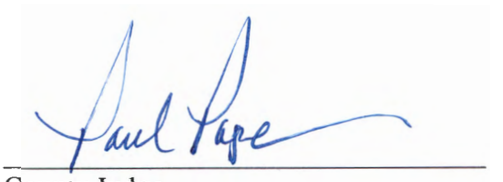
CA1. Approve bond of Kyle Pence as Deputy Sheriff.
CA2. Release of LPHCP Conservation Easement: Milner, Glona.
CA3. Approve LPHCP Implementing Agreements: Milner, Littles.
CA4. Approve LPHCP Conservation Easements: Milner, Fahrnkopf, Voight, Davis, Vassar, Evans.
CA5. Election contracts for the following entities for the May 1, 2021 Election: (A) Elgin Municipal Utility District No. 1, (B) Elgin Municipal Utility District No. 2.
CA6. Approve corrected "Consent to Define Easement on Upper Elgin Road".
CA7. 2019 and 2020 Tax Rate Order typo corrections.
CA8. Medina Place; divide 3 lots out of 3.998 acres in the Bastrop Town Tract Survey; Owners: Jose Medina Lopez (aka: Jose Medina Gallegos) and Carolina Medina Gallegos; Precinct 1.
CA9. Reality Point Subdivision, Amending Plat of Lots 9A & 11A of Reality Point Subdivision, Amending Plat of Lots 9 & 11; Owners: Scott E. Botz & Valerie Gallegos-Botz and Evean Joseph Murphy, Jr. & Ebbie Doll Murphy; Precinct 2.
CA10. Copeland Acres; divide an existing 5 acres in the George H. Stoval Survey; Owners: Franklin Dwight Copeland and Alisa Kay Copeland; Precinct 4.
CA11. The Happy Toad Amended Plat of Lot 1; Owner; Miles E. Collinson; Precinct 2.
CA12. Amending Plat of Lot 28 & Portion of Lot 29, Thousand Oaks; Owners: Marcos Rodriguez & Maria E. Rodriguez-Pacheco; Precinct 3.
CA13. Brochtrup Subdivision; divide four (4) lots out of 14.05 acres in the Bernard Bymer Survey; Owners: Joseph E. Brochtrup and Vicki A. Junker; Precinct 3.
CA14. Redbird Estates; divide two lots out 2.582 acres in the Sarah Cottle Survey; Owners: Craig Scot Robichaud & Sharon Grace Robichaud; Precinct 2.
CA15. Ratify the signing of two rental agreements by the Bastrop County OEM with A-1 Party Time Rentals for Tents used at the COVID-19 Vaccine Clinics.
CA16. Approve refunds of overpayment or double payment of property taxes since January 1, 2021, pursuant to Section 31.11 (a) (2) of the Texas Property Tax Code.
CA17. Application for the State Criminal Alien Assistance Program (SCAAP) Grant FY 2020.

Judge Pape informed the Court that CA6 needed to be pulled.

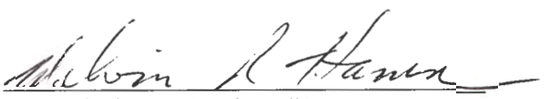
Snowden made a motion to approve all items on the Consent Agenda except Item CA6, which was pulled. Beckett seconded, motion carried with 5 ayes.

CA6. Pape made a motion to table Item CA6. Hamner seconded, motion carried with 5 ayes.

H. Having concluded all the business on the Agenda, Judge Pape declared the meeting adjourned at 12:11 p.m.

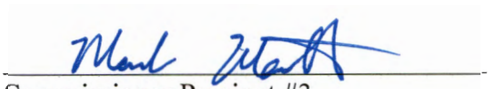


County Judge

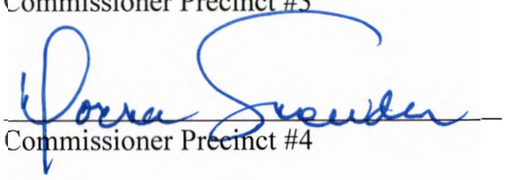


Commissioner Precinct #1

Commissioner Precinct #2



Commissioner Precinct #3



Commissioner Precinct #4

Attest:



Rose Pietsch, County Clerk

Notice of Pending Zoning Concept Scheme & Comprehensive/Transportation Plan Amendment
City of Bastrop
Planning & Zoning Commission And City Council

Dear Property Owner:

The **Planning & Zoning Commission** will conduct a public hearing on **Thursday, January 27, 2022 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, February 22, 2022 at 6:30 p.m.** in the **City Hall Council Chambers** located at **1311 Chestnut Street**, **Bastrop, Texas** on the following request:

- Public hearing and consider action to approve a Zoning Concept Scheme for Bastrop 552, LLP.

Being 312.591 +/- acres of land out of the A2 Stephen F. Austin, to the west of Lovers Lane, to PEC Employment Center, located within the City of Bastrop Extraterritorial Jurisdiction.

- Public hearing and consider action to approve an amendment to the Comprehensive Plan to change the Future Land Use designation from Rural Residential to Industry for Bastrop 552, LLP.
- Public hearing and consider action to approve an amendment to the Transportation Master Plan for the Master Thoroughfare Plan with Bastrop 552, LLP.

Being 546.364 +/- acres of land out of the A2 Stephen F. Austin, to the west of Lovers Lane, located within the City of Bastrop Extraterritorial Jurisdiction.

Applicant:	William McLean/McLean & Howard
Owner:	Bastrop 552, LLC/Alton Butler
Address:	West of Lovers Lane
Legal Description:	546.364 +/- acres of land out of the Stephen F. Austin Survey, Abstract 2 – Future Land Use & Transportation Master Plan 312.591 +/- acres of land out of the Stephen F. Austin Survey, Abstract 2 – Zoning Concept Scheme

The applicant letter and location maps are attached for reference.

As a property owner within 200 feet of the above referenced property, you are being notified of the upcoming meetings per the Bastrop Code of Ordinances Zoning Regulations. For more information on this project, you can contact the Planning & Development offices at (512) 332-8840, plan@cityofbastrop.org, or visit the office at 1311 Chestnut Street, Bastrop, Texas.

For additional information, please visit or call the Planning & Development offices.✂

PROPERTY OWNER'S RESPONSE

As a property owner within 200': (please check one)

- ☐ I am in favor of the request.
- ☐ I am opposed to the request.
- ☐ I have no objection to the request.

Property Owner Name: _____
Property Address: _____
Phone (optional): _____
Mailing Address:_____
Email (optional): _____
Property Owner's Signature: _____

Comments: (Optional)

Please provide reply to the address below or email: plan@cityofbastrop.org RE: Bastrop 552 ZCS, CPA & TPA

Notice of Pending Zoning Concept Scheme & Comprehensive/Transportation Plan Amendment
City of Bastrop
Planning & Zoning Commission And City Council

Dear Property Owner:

The **Planning & Zoning Commission** will conduct a public hearing on **Thursday, January 27, 2022 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, February 22, 2022 at 6:30 p.m.** in the **City Hall Council Chambers** located at **1311 Chestnut Street**, **Bastrop, Texas** on the following request:

- Public hearing and consider action to approve a Zoning Concept Scheme for Bastrop 552, LLP.

Being 312.591 +/- acres of land out of the A2 Stephen F. Austin, to the west of Lovers Lane, to PEC Employment Center, located within the City of Bastrop Extraterritorial Jurisdiction.

- Public hearing and consider action to approve an amendment to the Comprehensive Plan to change the Future Land Use designation from Rural Residential to Industry for Bastrop 552, LLP.
- Public hearing and consider action to approve an amendment to the Transportation Master Plan for the Master Thoroughfare Plan with Bastrop 552, LLP.

Being 546.364 +/- acres of land out of the A2 Stephen F. Austin, to the west of Lovers Lane, located within the City of Bastrop Extraterritorial Jurisdiction.

Applicant:	William McLean/McLean & Howard
Owner:	Bastrop 552, LLC/Alton Butler
Address:	West of Lovers Lane
Legal Description:	546.364 +/- acres of land out of the Stephen F. Austin Survey, Abstract 2 – Future Land Use & Transportation Master Plan 312.591 +/- acres of land out of the Stephen F. Austin Survey, Abstract 2 – Zoning Concept Scheme

The applicant letter and location maps are attached for reference.

As a property owner within 200 feet of the above referenced property, you are being notified of the upcoming meetings per the Bastrop Code of Ordinances Zoning Regulations. For more information on this project, you can contact the Planning & Development offices at (512) 332-8840, plan@cityofbastrop.org, or visit the office at 1311 Chestnut Street, Bastrop, Texas.

For additional information, please visit or call the Planning & Development offices.✂

PROPERTY OWNER'S RESPONSE

As a property owner within 200': (please check one)

- ☐ I am in favor of the request.
- ☒ I am opposed to the request.
- ☐ I have no objection to the request.

Property Owner Name: Kalynn Champagne
Property Address: 1162 Morgies Way
Phone (optional): _____
Mailing Address: _____
Email (optional): _____
Property Owner's Signature: Kalynn C

Comments: (Optional)

Please provide reply to the address below or email: plan@cityofbastrop.org RE: Bastrop 552 ZCS, CPA & TPA

From: Vickie Adams on behalf of Planning Dept
To: Vickie Adams; Nicole Holloway
Subject: FW: Planning & Zoning Bastrop 552
Date: Monday, January 24, 2022 4:17:44 PM

From: Steph <skennedy10672@gmail.com>
Sent: Thursday, January 20, 2022 4:44 PM
To: Planning Dept <plan@cityofbastrop.org>
Subject: Planning & Zoning Bastrop 552

[You don't often get email from skennedy10672@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification.]

WARNING EXTERNAL EMAIL: This email is from an external source. Do not click links or open attachments without positive sender verification of purpose. Never enter Username, Password or sensitive information on linked pages from this email. If you are unsure about the message, please contact the IT Department for assistance.

Received 1-24-2022

BASTROPTX
Heart of the Lost Pines
Est. 1832

Notice of Pending Zoning Concept Scheme & Comprehensive/Transportation Plan Amendment
City of Bastrop
Planning & Zoning Commission And City Council

Dear Property Owner:

The **Planning & Zoning Commission** will conduct a public hearing on **Thursday, January 27, 2022 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, February 22, 2022 at 6:30 p.m.** in the **City Hall Council Chambers** located at **1311 Chestnut Street**, **Bastrop, Texas** on the following request:

- Public hearing and consider action to approve a Zoning Concept Scheme for Bastrop 552, LLP.

Being 312.591 +/- acres of land out of the A2 Stephen F. Austin, to the west of Lovers Lane, to PEC Employment Center, located within the City of Bastrop Extraterritorial Jurisdiction.

- Public hearing and consider action to approve an amendment to the Comprehensive Plan to change the Future Land Use designation from Rural Residential to Industry for Bastrop 552, LLP.
- Public hearing and consider action to approve an amendment to the Transportation Master Plan for the Master Thoroughfare Plan with Bastrop 552, LLP.

Being 546.364 +/- acres of land out of the A2 Stephen F. Austin, to the west of Lovers Lane, located within the City of Bastrop Extraterritorial Jurisdiction.

Applicant:	William McLean/McLean & Howard
Owner:	Bastrop 552, LLC/Alton Butler
Address:	West of Lovers Lane
Legal Description:	546.364 +/- acres of land out of the Stephen F. Austin Survey, Abstract 2 – Future Land Use & Transportation Master Plan 312.591 +/- acres of land out of the Stephen F. Austin Survey, Abstract 2 – Zoning Concept Scheme

The applicant letter and location maps are attached for reference.

As a property owner within 200 feet of the above referenced property, you are being notified of the upcoming meetings per the Bastrop Code of Ordinances Zoning Regulations. For more information on this project, you can contact the Planning & Development offices at (512) 332-8840, plan@cityofbastrop.org, or visit the office at 1311 Chestnut Street, Bastrop, Texas.

For additional information, please visit or call the Planning & Development offices.✂

PROPERTY OWNER'S RESPONSE

As a property owner within 200': (please check one)

☐ I am in favor of the request.
☐ I am opposed to the request.
☒ I have no objection to the request. to Phase 1 only

Property Owner Name: Chris + Steph Kennedy
Property Address: 264 El Camino Real Road
Phone (optional): 512 987 9544
Mailing Address: Same
Email (optional): SKennedy10672@gmail.com
Property Owner's Signature: SKennedy

Comments: (Optional)
No objections to Phase 1 only

Please provide reply to the address below or email: plan@cityofbastrop.org RE: Bastrop 552 ZCS, CPA & TPA

PLANNING & DEVELOPMENT

1311 Chestnut Street • PO Box 427 • Bastrop, Texas 78602 • 512.332.8840 • www.cityofbastrop.org

Sent from my iPhone

BASTROP BOARD AND COMMISSION MEETINGS

REQUEST TO SPEAK

Meeting Date: Jan. 27, 2022

PLEASE PRESENT THIS FORM PRIOR TO THE START OF THE MEETING. WHEN YOU ARE RECOGNIZED BY THE CHAIR TO SPEAK, PLEASE STATE YOUR NAME.

PLEASE PRINT LEGIBLY

Name: Michele Anderson

Address: 103 Kauai Ct.

Bastrop, Texas 78602

(City) (State) (Zip)

Phone: 512-906-9042

WHEN WOULD YOU LIKE TO SPEAK:

____ **Citizens' Comments** (This item is available for citizens to speak on items not on the agenda. In accordance with the Texas Attorney General's opinion, any public comment that is made on an item that is not on the published agenda will only be heard by the Bastrop City Council. No formal action, discussion, nor comment will be made by the City Council.)

TOPIC:

__x__ **Agenda Item No**. 3B-3D

☐ wish to speak IN FAVOR of this item.

☐ X wish to speak IN OPPOSITION to this item.

☐ do not wish to speak.

Please record my ____SUPPORT __x__OPPOSITION.

I agree that I will limit my time to three minutes, speak with respect, and refrain from using profane, insulting or threatening language.
"I hereby certify that the information and statements by me are true and accurate. I further swear that the testimony I give before this body will be true and accurate. I understand that by speaking, I may or may not be filmed or recorded for public broadcasting and I give my full permission to do so."

Michele S. Anderson

(Signature)

*PLEASE SEE COMMENTS ON NEXT PAGE

Unfortunately, I cannot attend this important meeting in person but wanted state my opposition to approval of the above-referenced agenda items.

1. The newest drawings published in the Statesman and other media outlets do not align with previous drawings we've been provided.

2. Questions made in-person to the City regarding the perimeter road have gone unanswered. The City states this will be a County road and the County has no knowledge of this. Many details regarding this road need to be addressed and clearly conveyed to the citizenry.

3. The City previously stated its plans to annex a portion of the Colorado River at the southern point of the Bastrop 552 development where it meets El Camino. The logical assumption is that a future bridge will be constructed here; however, there is a home at the end of El Camino that will surely require removal. Numerous requests have been made to the City for clarification of its future plans requiring annexation of the river and no reply has been received.

4. Numerous requests for sound surveys have been made and as with other requests, this request has also gone unanswered. We need to understand the true impact of neighboring residents whenever concerts are held and/or when movies are in production. The landscape is unique and sound travels very far up the hills and down the river.

5. If the taxpayers are footing the numerous breaks being given to this development, we deserve to benefit from this project. Current plans prohibit public access. We'd like to see that change. The development should host City/County events for the benefit of the public a set number of times throughout the year.

I truly appreciate your consideration of my concerns.

STAFF REPORT

MEETING DATE: July 12, 2022

TITLE:
Consider action to approve the second reading of Ordinance No. 2022-17 of the City Council of the City of Bastrop, Texas approving the 2022 Service Plan Update, including provisions related to assessments for the Hunters Crossing Public Improvement District; approving a Fiscal Year 2023 assessment roll for the District; and containing other provisions related to the Hunters Crossing Public Improvement District and the Hunter's Crossing Local Government Corporation; and providing for an effective date.

AGENDA ITEM SUBMITTED BY:
Tracy Waldron, Chief Financial Officer

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

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

City Staff has prepared a proposed Fiscal Year 2023 Budget and Proposed Assessments for the Operations and Maintenance Project Costs for Fiscal year 2023 based on the updated service plan and presented it to the public and the Hunters Crossing Local Government Corporation (LGC) for consideration. The LGC on May 12, 2022, by Resolution of the Board, recommended approval of its proposed service plan, assessment levy and annual budget for Fiscal Year 2022. The LGC recommended that the assessment roll is incorporated into the Ordinance for City Council adoption as required by law.

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

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

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

5) Pass the ordinance to levy the assessment.

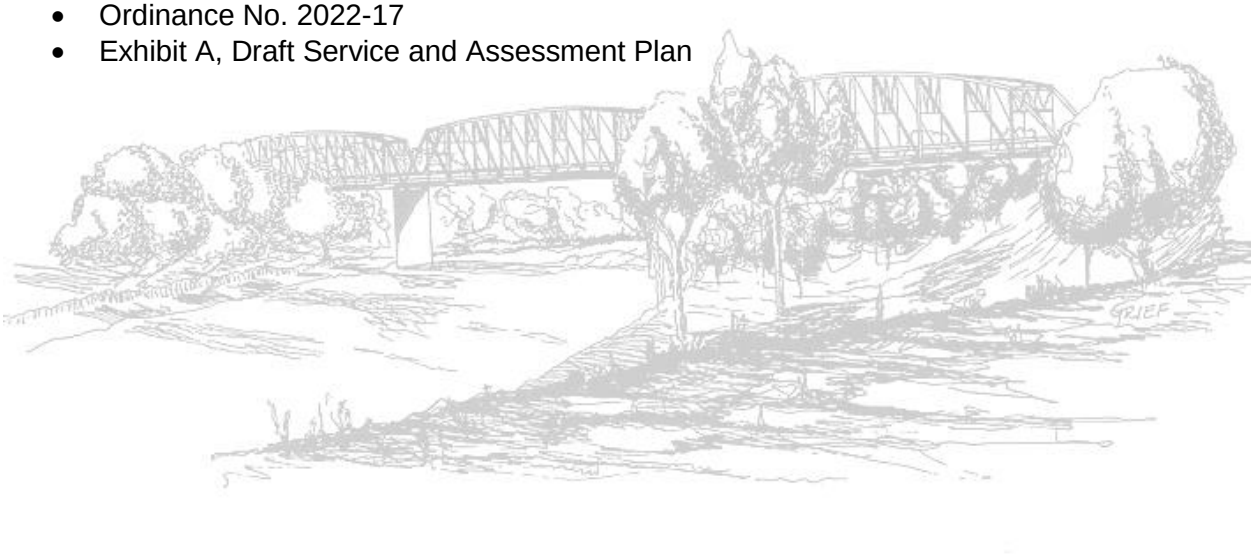
The City Council approved the first reading of this ordinance at the June 28, 2022, council meeting.

FISCAL IMPACT:
PID Assessments for FY2023

RECOMMENDATION:
Tracy Waldron, CFO recommends approval of the second reading of Ordinance No. 2022-17 of the City Council of the City of Bastrop, Texas approving the 2022 Service Plan Update, including provisions related to assessments for the Hunters Crossing Public Improvement District; approving a fiscal year 2023 assessment roll for the District; and containing other provisions related to the Hunters Crossing Public Improvement District and the Hunter's Crossing Local Government Corporation; and providing for an effective date.

ATTACHMENTS:

- Ordinance No. 2022-17
- Exhibit A, Draft Service and Assessment Plan



ORDINANCE NO. 2022-17

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS RELATED TO THE HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT; APPROVING THE 2022 SERVICE PLAN UPDATE, INCLUDING PROVISIONS RELATED TO ASSESSMENTS FOR THE HUNTER'S CROSSING PUBLIC IMPROVEMENT DISTRICT; APPROVING A FISCAL YEAR 2023 ASSESSMENT ROLL FOR THE DISTRICT; AND CONTAINING OTHER PROVISIONS RELATED TO THE HUNTER'S CROSSING PUBLIC IMPROVEMENT DISTRICT AND THE HUNTER'S CROSSING LOCAL GOVERNMENT CORPORATION; PROVIDING FOR RATIFICATION OF PRIOR COUNCIL ACTION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

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

WHEREAS, the HCLGC met on May 12, 2022 where the Board deliberated upon the Annual Service Plan Update, including the FY2023 Assessment Roll item and unanimously

approved its recommendation to the City Council for adoption as the 2022 annual update to the Service Plan and FY2023 Assessment Roll.

WHEREAS, after staff and consultant preparation, public hearing was conducted in accordance with the Texas Open Meetings Act on June 28, 2022, where the Hunters Crossing Public Improvement District 2022 Annual Service Plan Update, including the FY2023 Assessment Roll (attached hereto as Exhibit A) was presented; where opportunity for public testimony was provided; and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance to conduct the annual update to the Service and Assessment Plan and set forth the FY2023 Assessment Roll, in conformity with the requirements of the PID Act; and

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

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

Section 1. Terms.

Terms not otherwise defined herein, including in the preambles to this Ordinance, have the meanings ascribed thereto as set forth in the FY2023 Annual Service Plan Update.

Section 2. Findings.

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

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

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

Section 4. Service and Assessment Plan.

The City Council of the City of Bastrop, Texas does hereby approve and adopt the Service and Assessment Plan, dated June 28, 2022, as the FY2023 Annual Service Plan Update for the District, a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes.

Section 5. Assessment Roll.

The Assessment Roll attached to the FY2023 Annual Service Plan Update is hereby accepted and approved pursuant to the PID Act as the assessment roll of the District.

Section 6. Method of Assessment.

The method of apportioning the Costs of the Authorized Improvements is set forth in the FY2022 Annual Service Plan Update.

Section 7. Penalties and Interest on Delinquent Assessments.

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

Section 8. Lien Priority.

The City Council intends for the obligations, covenants and burdens on the landowners of the Assessed Property, including without limitation such landowners' obligations related to payment of the Assessment and the Annual Installments thereof, to constitute covenants that shall run with the land. The Assessment and Annual Installments thereof, which were levied by the Assessment Ordinance and which are described in and apportioned by the FY 2023 Annual Service Plan Update, shall be binding upon the landowners of the Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. The Assessment shall have lien priority as specified in the PID Act.

Section 9. Appointment of Administrator and Collector of Assessments.

(a) Appointment of Administrator.

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

(b) Appointment of Collector.

The Bastrop County Tax Assessor-Collector is hereby appointed and designated as the collector of the Assessment (the "Collector"). The City Manager, or her assignee, is directed to provide the Assessment Roll to the Collector no later than close of business on September 30, 2022, and to request that such assessments be assessed to and collected from Assessed Property in the PID.

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

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

Section 11. Filing in Land Records.

The City Secretary is directed to cause a copy of this Ordinance, including the FY2023 Annual Service Plan Update and Assessment Roll, to be recorded in the real property records of Bastrop County. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council.

Section 12. Severability.

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

Section 13. Conflict.

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

Section 14. Public Meeting.

The City Council met in two public meetings conducted in compliance with the Texas Open Meetings Act, and which allowed the public to address the City Council on the passage of this Ordinance, the first on June 28, 2022 and the second on July 12, 2022, and took all necessary action to adopt this ordinance by majority vote of the City Council.

Section 15. Effective Date.

This Ordinance shall take effect and the provisions and terms of the FY2023 Annual Service Plan Update and Assessment Roll shall be and become effective upon passage and execution hereof.

READ and ACKNOWLEDGED on First Reading on the 28th day of June 2022.

READ and ADOPTED on the Second Reading on the 12th day of July 2022.

ADOPTED:

_____

Connie Schroeder, Mayor

ATTEST:

_____

Ann Franklin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____

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

EXHIBIT A

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT

FY 2022 Annual Service Plan Update and Assessment Roll

[Attached]

HUNTERS CROSSING
PUBLIC IMPROVEMENT DISTRICT
FY 2023 ANNUAL SERVICE PLAN UPDATE

June 28, 2022

INTRODUCTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Pursuant to the PID Act, the 2019 Amended and Restated SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2022. This Annual Service Plan Update also updates the Assessment Roll for 2022.

AUTHORIZED IMPROVEMENTS

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

OUTSTANDING ASSESSMENTS

The Fiscal Year 2022 SAP Update identified the total unpaid Capital Assessment as $4,201,304.33. A total of $351,287.12[1] in Capital Assessment installments were billed for FY 2022, resulting in $3,850,017.21 in Capital Assessments outstanding. The outstanding Capital Assessment per parcel is shown in the table below.

Property ID	Capital Assessment Unpaid	Capital Assessment FY 2022 Installment	Capital Assessment Unpaid After FY 2022 Installment
Commercial Lots			
.071/square foot			
90301	$ -	$ -	$ -
90754	$ 28,354.40	$ 3,544.30	$ 24,810.10
90302	$ 25,014.24	$ 3,126.78	$ 21,887.46
97463	$ 14,622.56	$ 1,827.82	$ 12,794.74
97464	$ 23,801.92	$ 2,975.24	$ 20,826.68
90303	$ 47,906.84	$ 4,790.69	$ 43,116.15
92325	$ 31,397.68	$ 3,924.71	$ 27,472.97
95378	$ 27,250.31	$ 3,027.81	$ 24,222.50
95379	$ 38,597.68	$ 4,824.71	$ 33,772.97
115192	$ 55,706.80	$ 4,642.23	$ 51,064.57
30102	$ 238,390.20	$ 19,862.96	$ 218,527.24
114958	$ 271,526.62	$ 22,626.63	$ 248,899.99
127995 [a]	$ 175,158.09	$ 9,593.74	$ 165,564.35
114957	$ 1,045.33	$ 80.41	$ 964.92
Multi-Family Lots			
.068/square foot			
104899	$ 718,875.11	$ 37,141.52	$ 681,733.59
113268 [b]	$ 759,456.55	$ 35,497.57	$ 723,958.98
Undeveloped Lots			
.068/square foot			
47760	$ -	$ -	$ -
Single Family Lots			
Per Lot	$ 3,420.00	$ 380.00	$ 3,040.00
Total (510 Lots)	$ 1,744,200.00	$ 193,800.00	$ 1,550,400.00
DISTRICT TOTAL	**$ 4,201,304.33**	**$ 351,287.12**	**$ 3,850,017.21**

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

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

[1] Does not account for delinquencies.

ANNUAL INSTALLMENTS DUE 1/31/2023

- **Capital Assessment** - The Fiscal Year 2022 SAP Update identified annual installment for each property type for the Capital Assessment. Commercial Property is billed at $0.071 per square foot of land area, Multifamily Property is billed at $0.068 per square foot of land area, and residential lots are billed at $380 per unit. The undeveloped lot prepaid the Capital Assessment. The total installment relating to the Capital Assessment due January 31, 2023 equals $351,287.12, and a breakdown by parcel is shown in the table below.
- **Operation and Maintenance Supplemental Services Assessment** - The Fiscal Year 2022 SAP Update identified annual installment for each property type for the Operation and Maintenance Supplemental Services Assessment. Commercial, Multifamily, and Undeveloped Property is billed at $0.045 per square foot of land area, and residential lots are billed at $35.00 per unit. The total installment relating to the Operation and Maintenance Supplemental Services Assessment due January 31, 2023 equals $221,566.54, and a breakdown by parcel is shown in the table below. A summary of the anticipated operation and maintenance expenses for Fiscal Year 2023 is attached as **Exhibit B.**

Property ID	Square Feet	Capital Assessment FY 2023 Installment	O&M Assessment FY 2023 Installment	Total FY 2023 Installment
Commercial Lots				
		.071/square foot	.045/square foot	
90301	611,233.92	$ -	$ 27,505.53	$ 27,505.53
90754	49,919.76	$ 3,544.30	$ 2,246.39	$ 5,790.69
90302	44,039.16	$ 3,126.78	$ 1,981.76	$ 5,108.54
97463	25,743.96	$ 1,827.82	$ 1,158.48	$ 2,986.30
97464	41,904.72	$ 2,975.24	$ 1,885.71	$ 4,860.95
90303	67,474.44	$ 4,790.69	$ 3,036.35	$ 7,827.04
92325	55,277.64	$ 3,924.71	$ 2,487.49	$ 6,412.20
95378	42,645.24	$ 3,027.81	$ 1,919.04	$ 4,946.85
95379	67,953.60	$ 4,824.71	$ 3,057.91	$ 7,882.62
115192	65,383.56	$ 4,642.23	$ 2,942.26	$ 7,584.49
30102	279,760.00	$ 19,862.96	$ 12,589.20	$ 32,452.16
114958	318,684.96	$ 22,626.63	$ 14,340.82	$ 36,967.45
127995	135,123.12	$ 9,593.74	$ 6,080.54	$ 15,674.28
114957	1,132.56	$ 80.41	$ 50.97	$ 131.38
Multi-Family Lots				
		.068/square foot	.045/square foot	
104899	546,198.84	$ 37,141.52	$ 24,578.95	$ 61,720.47
113268	522,023.04	$ 35,497.57	$ 23,491.04	$ 58,988.61
Undeveloped Lots				
		.068/square foot	.045/square foot	
47760	1,652,535.72	$ -	$ 74,364.11	$ 74,364.11
Single Family Lots				
Per Lot	NA	$ 380.00	$ 35.00	$ 415.00
Total (510 Lots)	NA	$ 193,800.00	$ 17,850.00	$ 211,650.00
DISTRICT TOTAL		**$ 351,287.12**	**$ 221,566.54**	**$ 572,853.66**

SERVICE PLAN - FIVE YEAR BUDGET FORECAST

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

Installment Due	1/31/2023	1/31/2024	1/31/2025	1/31/2026	1/31/2027
Capital Assessment Installment	$ 351,287.12	$ 351,287.12	$ 351,287.12	$ 351,287.12	$ 351,287.12
O&M Assessment Installment	$ 221,566.54	$ 221,566.54	$ 221,566.54	$ 221,566.54	$ 221,566.54
	$ 572,853.66	$ 572,853.66	$ 572,853.66	$ 572,853.66	$ 572,853.66

ASSESSMENT ROLL

The list of Parcels within the District, the corresponding outstanding Assessments, and current Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A**. The Parcels shown on the Assessment Roll will receive the bills for the FY 2023 Annual Installments which will be delinquent if not paid by January 31, 2023.

EXHIBIT A – ASSESSMENT ROLL

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2023 Installment	O&M Assessment FY 2023 Installment	Total FY 2023 Installment
90301	$ -	$ -	$ 27,505.53	$ 27,505.53
90754	$ 24,810.10	$ 3,544.30	$ 2,246.39	$ 5,790.69
90302	$ 21,887.46	$ 3,126.78	$ 1,981.76	$ 5,108.54
97463	$ 12,794.74	$ 1,827.82	$ 1,158.48	$ 2,986.30
97464	$ 20,826.68	$ 2,975.24	$ 1,885.71	$ 4,860.95
90303	$ 43,116.15	$ 4,790.69	$ 3,036.35	$ 7,827.04
92325	$ 27,472.97	$ 3,924.71	$ 2,487.49	$ 6,412.20
95378	$ 24,222.50	$ 3,027.81	$ 1,919.04	$ 4,946.85
95379	$ 33,772.97	$ 4,824.71	$ 3,057.91	$ 7,882.62
115192	$ 51,064.57	$ 4,642.23	$ 2,942.26	$ 7,584.49
30102	$ 218,527.24	$ 19,862.96	$ 12,589.20	$ 32,452.16
114958	$ 248,899.99	$ 22,626.63	$ 14,340.82	$ 36,967.45
127995 [a]	$ 165,564.35	$ 9,593.74	$ 6,080.54	$ 15,674.28
114957	$ 964.92	$ 80.41	$ 50.97	$ 131.38
104899	$ 681,733.59	$ 37,141.52	$ 24,578.95	$ 61,720.47
113268 [b]	$ 723,958.98	$ 35,497.57	$ 23,491.04	$ 58,988.61
47760	$ -	$ -	$ 74,364.11	$ 74,364.11
98372	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98370	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
95416	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98355	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98380	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98354	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
95395	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
95386	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98373	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
95415	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
95390	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98356	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
95396	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98374	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
95414	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
95389	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98359	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98352	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
95397	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
95384	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98351	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
95398	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
95412	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2023 Installment	O&M Assessment FY 2023 Installment	Total FY 2023 Installment
95387	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98350	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
95399	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
95411	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98627	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
95400	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
95410	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98626	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
95401	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
95409	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98625	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
95402	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98601	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
95408	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
95407	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
95404	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98622	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98621	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98619	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98617	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104777	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98338	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98346	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104871	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
95391	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98361	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98369	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
95392	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98347	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98337	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98345	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104870	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98371	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98360	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98379	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104854	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98353	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
95381	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
95385	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
95393	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98336	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98344	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98357	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98378	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
95394	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98335	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98343	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98375	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
95413	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
95388	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2023 Installment	O&M Assessment FY 2023 Installment	Total FY 2023 Installment
98358	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98377	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98366	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98342	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98376	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98365	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98333	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98341	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98364	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98340	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98602	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98339	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104857	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104856	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98624	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
95403	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98600	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98623	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98599	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
95405	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98598	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98638	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98620	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98628	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98597	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98604	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98639	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98596	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98640	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98618	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98630	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98595	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98641	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98631	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98594	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98616	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98632	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98593	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98643	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98615	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98592	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98644	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98614	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98634	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98591	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98645	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98613	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98635	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98590	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98646	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2023 Installment	O&M Assessment FY 2023 Installment	Total FY 2023 Installment
98612	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98647	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98611	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98637	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98648	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
95202	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104881	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
99616	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98362	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104855	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104889	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104872	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104863	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104882	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
99617	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104890	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98368	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104873	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104869	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104862	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104883	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
99618	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104853	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104891	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98367	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104874	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104868	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104861	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104884	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
99619	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104852	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104892	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104875	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98334	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104867	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104860	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104885	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
99620	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104851	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104893	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104876	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104859	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104886	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
99621	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104850	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109244	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104877	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104865	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104858	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104887	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2023 Installment	O&M Assessment FY 2023 Installment	Total FY 2023 Installment
99622	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104849	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109243	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104846	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104878	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104888	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
99623	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104847	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104879	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109241	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104848	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109240	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
95406	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98629	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98605	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98606	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98607	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98642	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98608	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109258	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98633	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98609	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98610	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98636	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98589	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104809	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104766	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104773	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104767	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104774	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104768	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104791	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104812	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104769	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104792	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104813	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104793	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104814	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104771	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104794	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104815	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104772	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104795	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104796	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104834	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104797	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104833	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104798	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104832	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104799	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2023 Installment	O&M Assessment FY 2023 Installment	Total FY 2023 Installment
104831	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104800	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104830	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104801	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104829	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104828	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104802	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104827	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104803	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104826	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104804	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104825	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104806	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104866	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104864	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
95380	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
95383	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
95382	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104845	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109242	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109263	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109251	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109239	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109262	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109252	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109238	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109261	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109253	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109237	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109260	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109254	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109236	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109259	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109250	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109255	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109235	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109249	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109256	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109234	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109248	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109221	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109233	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104819	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104810	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109222	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109228	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109232	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104820	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104811	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109223	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2023 Installment	O&M Assessment FY 2023 Installment	Total FY 2023 Installment
103255	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104786	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104775	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109227	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109231	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104821	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109224	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109246	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104787	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104776	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109226	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109230	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104822	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104770	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109225	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109247	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109229	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104823	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104778	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104824	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104779	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104816	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104780	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104817	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104781	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104818	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104782	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104783	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104785	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104805	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
98603	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104788	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104789	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104790	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
104784	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
111961	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
111986	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
111987	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
111974	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
111988	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
111973	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
111989	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
111971	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
111970	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
111991	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
111964	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
111966	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
111968	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
111983	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
111969	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2023 Installment	O&M Assessment FY 2023 Installment	Total FY 2023 Installment
111982	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
111980	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
111979	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
111978	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115217	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115218	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115219	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115220	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115221	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115222	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115240	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115223	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115224	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115242	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115243	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115226	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
111976	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115227	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
111975	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
111972	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
111990	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
109644	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
111962	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
111992	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
111963	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
111965	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
111967	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
111984	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
111981	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
111977	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115215	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115230	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115213	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115231	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115214	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115254	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115253	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115256	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115252	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115216	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115257	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115234	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115251	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115258	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115235	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115250	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115259	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115236	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115249	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115260	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2023 Installment	O&M Assessment FY 2023 Installment	Total FY 2023 Installment
115237	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115261	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115238	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115247	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115262	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115239	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115246	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115263	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115245	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115241	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115244	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115229	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115228	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124637	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124639	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124640	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124642	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124643	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124644	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124645	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124648	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115233	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115248	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115265	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124660	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124673	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124661	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124674	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124659	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124662	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124638	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124675	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124663	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124676	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124657	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124664	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124677	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124656	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124665	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124641	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124678	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124655	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124666	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124679	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124654	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124667	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124680	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124653	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124668	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124681	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2023 Installment	O&M Assessment FY 2023 Installment	Total FY 2023 Installment
124652	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124669	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124682	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124651	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124670	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124646	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124650	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124671	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124647	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124684	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124649	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124685	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127971	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127978	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127946	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127917	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127990	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127979	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127922	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127947	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127969	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127918	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127989	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127980	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127921	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127948	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127968	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127919	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127988	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127949	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127967	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127966	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127951	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127965	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127952	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127964	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127953	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127955	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127987	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127945	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
115232	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127986	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127944	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127957	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127985	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127943	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127984	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127942	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127959	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127983	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2023 Installment	O&M Assessment FY 2023 Installment	Total FY 2023 Installment
127941	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127960	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127991	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127982	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127940	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127961	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127981	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127939	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127962	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
113267	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127938	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127963	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127937	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127935	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127934	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127933	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124658	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
124683	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127924	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127923	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127910	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127911	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127915	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127914	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127913	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127936	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127970	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127920	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127950	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127954	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127956	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127958	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127992	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127908	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127909	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127916	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
127912	$ 3,040.00	$ 380.00	$ 35.00	$ 415.00
Total	**$ 3,850,017.21**	**$ 351,287.12**	**$ 221,566.54**	**$ 572,853.66**

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

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

EXHIBIT B – OPERATION AND MAINTENANCE EXPENSES

	Fiscal Year 2023 [a]	
Maintenance & Repairs		
Irrigation	$	10,000
Miscellaneous Repairs		1,000
Miscellaneous Projects		-
Total Maintenance & Repairs	$	11,000
Contractual Services		
Mowing Services	$	81,476
Maintenance Services		4,290
Professional Services/ Audit		6,000
Legal Fees		5,000
Legal Fees-Taxes		250
Admin Support-PID Consultant		10,000
Property Tax Fees		1,725
Total Contractual Services:	$	108,741
Occupancy		
Utilities	$	9,500
Well User Fees		764
Total Occupancy:	$	10,264
Miscellaneous & Other		
Miscellaneous Expenses	$	500
	$	500
Transfers Out		
Transfer to Debt Service	$	66,900
	$	66,900
Contingency		
Contingency	$	24,162
	$	24,162
Total	**$**	**221,567**

[a] Expenditures were determined by proposed Fiscal Year 2023 budget provided by City on 5/8/22.

HOMEBUYER DISCLOSURES

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

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

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – RESIDENTIAL LOT BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____
PROPERTY ADDRESS

RESIDENTIAL LOT PRINCIPAL ASSESSMENT: $3,075.00[2]

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

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

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

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

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

[2] Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/23. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

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

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF BASTROP §

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

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

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF BASTROP §

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - RESIDENTIAL LOT

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2023	$ 380.00	$ 35.00	$ 415.00
2024	$ 380.00	$ 35.00	$ 415.00
2025	$ 380.00	$ 35.00	$ 415.00
2026	$ 380.00	$ 35.00	$ 415.00
2027	$ 380.00	$ 35.00	$ 415.00
2028	$ 380.00	$ 35.00	$ 415.00
2029	$ 380.00	$ 35.00	$ 415.00
2030	$ 380.00	$ 35.00	$ 415.00
Total	**$ 3,040.00**	**$ 280.00**	**$ 3,320.00**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2022 SAP Update showed an outstanding balance of $3,420 per lot, with an annual installment of $380. Following the payment due 1/31/22, $3,040 remains outstanding per residential lot.

[b] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is a total of $650.00 per Single Family Residential Lot. To date, the District has collected $1,791,103.68 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original $5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 66.83% of remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 90301 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____
PROPERTY ADDRESS

PARCEL 90301 PRINCIPAL ASSESSMENT: $27,505.53[2]

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

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

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

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

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

[2] Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/23. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

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

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF BASTROP §

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

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

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF BASTROP §

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - PARCEL 90301

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2023	$ -	$ 27,505.53	$ 27,505.53
2024	$ -	$ 27,505.53	$ 27,505.53
2025	$ -	$ 27,505.53	$ 27,505.53
2026	$ -	$ 27,505.53	$ 27,505.53
2027	$ -	$ 27,505.53	$ 27,505.53
2028	$ -	$ 27,505.53	$ 27,505.53
2029	$ -	$ 27,505.53	$ 27,505.53
2030	$ -	$ 27,505.53	$ 27,505.53
2031	$ -	$ 27,505.53	$ 27,505.53
2032	$ -	$ 27,505.53	$ 27,505.53
2033	$ -	$ 27,505.53	$ 27,505.53
2034	$ -	$ 27,505.53	$ 27,505.53
Total	**$ -**	**$ 330,066.32**	**$ 330,066.32**

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

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to $0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected $1,791,103.68 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original $5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 66.83% of remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 90754 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____
PROPERTY ADDRESS

PARCEL 90754 PRINCIPAL ASSESSMENT: $27,056.49[2]

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

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

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

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

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

[2] Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/23. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

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

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF BASTROP §

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

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

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF BASTROP §

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - PARCEL 90754

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2023	$ 3,544.30	$ 2,246.39	$ 5,790.69
2024	$ 3,544.30	$ 2,246.39	$ 5,790.69
2025	$ 3,544.30	$ 2,246.39	$ 5,790.69
2026	$ 3,544.30	$ 2,246.39	$ 5,790.69
2027	$ 3,544.30	$ 2,246.39	$ 5,790.69
2028	$ 3,544.30	$ 2,246.39	$ 5,790.69
2029	$ 3,544.30	$ 2,246.39	$ 5,790.69
2030	$ -	$ 2,246.39	$ 2,246.39
2031	$ -	$ 2,246.39	$ 2,246.39
2032	$ -	$ 2,246.39	$ 2,246.39
2033	$ -	$ 2,246.39	$ 2,246.39
2034	$ -	$ 2,246.39	$ 2,246.39
Total	**$ 24,810.10**	**$ 26,956.67**	**$ 51,766.77**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2023 SAP Update collects the Capital Assessments at a rate of $0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to $0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected $1,791,103.68 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original $5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 66.83% of remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 90302 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____
PROPERTY ADDRESS

PARCEL 90302 PRINCIPAL ASSESSMENT: $23,869.22[2]

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

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

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

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

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

[2] Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/23. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

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

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF BASTROP §

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

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

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF BASTROP §

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - PARCEL 90302

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2023	$ 3,126.78	$ 1,981.76	$ 5,108.54
2024	$ 3,126.78	$ 1,981.76	$ 5,108.54
2025	$ 3,126.78	$ 1,981.76	$ 5,108.54
2026	$ 3,126.78	$ 1,981.76	$ 5,108.54
2027	$ 3,126.78	$ 1,981.76	$ 5,108.54
2028	$ 3,126.78	$ 1,981.76	$ 5,108.54
2029	$ 3,126.78	$ 1,981.76	$ 5,108.54
2030	$ -	$ 1,981.76	$ 1,981.76
2031	$ -	$ 1,981.76	$ 1,981.76
2032	$ -	$ 1,981.76	$ 1,981.76
2033	$ -	$ 1,981.76	$ 1,981.76
2034	$ -	$ 1,981.76	$ 1,981.76
Total	**$ 21,887.46**	**$ 23,781.15**	**$ 45,668.61**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2023 SAP Update collects the Capital Assessments at a rate of $0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to $0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected $1,791,103.68 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original $5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 66.83% of remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 97463 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____
PROPERTY ADDRESS

PARCEL 97463 PRINCIPAL ASSESSMENT: $13,953.22[2]

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

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

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

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

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

[2] Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/23. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

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

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF BASTROP §

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

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

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF BASTROP §

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - PARCEL 97463

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2023	$ 1,827.82	$ 1,158.48	$ 2,986.30
2024	$ 1,827.82	$ 1,158.48	$ 2,986.30
2025	$ 1,827.82	$ 1,158.48	$ 2,986.30
2026	$ 1,827.82	$ 1,158.48	$ 2,986.30
2027	$ 1,827.82	$ 1,158.48	$ 2,986.30
2028	$ 1,827.82	$ 1,158.48	$ 2,986.30
2029	$ 1,827.82	$ 1,158.48	$ 2,986.30
2030	$ -	$ 1,158.48	$ 1,158.48
2031	$ -	$ 1,158.48	$ 1,158.48
2032	$ -	$ 1,158.48	$ 1,158.48
2033	$ -	$ 1,158.48	$ 1,158.48
2034	$ -	$ 1,158.48	$ 1,158.48
Total	**$ 12,794.74**	**$ 13,901.74**	**$ 26,696.48**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2023 SAP Update collects the Capital Assessments at a rate of $0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to $0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected $1,791,103.68 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original $5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 66.83% of remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 97464 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____
PROPERTY ADDRESS

PARCEL 97464 PRINCIPAL ASSESSMENT: $22,712.39[2]

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

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

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

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

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

[2] Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/23. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

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

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF BASTROP §

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

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

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF BASTROP §

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - PARCEL 97464

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2023	$ 2,975.24	$ 1,885.71	$ 4,860.95
2024	$ 2,975.24	$ 1,885.71	$ 4,860.95
2025	$ 2,975.24	$ 1,885.71	$ 4,860.95
2026	$ 2,975.24	$ 1,885.71	$ 4,860.95
2027	$ 2,975.24	$ 1,885.71	$ 4,860.95
2028	$ 2,975.24	$ 1,885.71	$ 4,860.95
2029	$ 2,975.24	$ 1,885.71	$ 4,860.95
2030	$ -	$ 1,885.71	$ 1,885.71
2031	$ -	$ 1,885.71	$ 1,885.71
2032	$ -	$ 1,885.71	$ 1,885.71
2033	$ -	$ 1,885.71	$ 1,885.71
2034	$ -	$ 1,885.71	$ 1,885.71
Total	**$ 20,826.68**	**$ 22,628.55**	**$ 43,455.23**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2023 SAP Update collects the Capital Assessments at a rate of $0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to $0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected $1,791,103.68 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original $5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 66.83% of remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 90303 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____
PROPERTY ADDRESS

PARCEL 90303 PRINCIPAL ASSESSMENT: $46,152.50[2]

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

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

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

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

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

[2] Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/23. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

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

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF BASTROP §

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

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

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF BASTROP §

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - PARCEL 90303

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2023	$ 4,790.69	$ 3,036.35	$ 7,827.04
2024	$ 4,790.69	$ 3,036.35	$ 7,827.04
2025	$ 4,790.69	$ 3,036.35	$ 7,827.04
2026	$ 4,790.69	$ 3,036.35	$ 7,827.04
2027	$ 4,790.69	$ 3,036.35	$ 7,827.04
2028	$ 4,790.69	$ 3,036.35	$ 7,827.04
2029	$ 4,790.69	$ 3,036.35	$ 7,827.04
2030	$ 4,790.69	$ 3,036.35	$ 7,827.04
2031	$ 4,790.63	$ 3,036.35	$ 7,826.98
2032	$ -	$ 3,036.35	$ 3,036.35
2033	$ -	$ 3,036.35	$ 3,036.35
2034	$ -	$ 3,036.35	$ 3,036.35
Total	**$ 43,116.15**	**$ 36,436.20**	**$ 79,552.35**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2023 SAP Update collects the Capital Assessments at a rate of $0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to $0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected $1,791,103.68 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original $5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 66.83% of remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 92325 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____
PROPERTY ADDRESS

PARCEL 92325 PRINCIPAL ASSESSMENT: $29,960.46[2]

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

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

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

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

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

[2] Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/23. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

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

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF BASTROP §

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

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

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF BASTROP §

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - PARCEL 92325

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2023	$ 3,924.71	$ 2,487.49	$ 6,412.20
2024	$ 3,924.71	$ 2,487.49	$ 6,412.20
2025	$ 3,924.71	$ 2,487.49	$ 6,412.20
2026	$ 3,924.71	$ 2,487.49	$ 6,412.20
2027	$ 3,924.71	$ 2,487.49	$ 6,412.20
2028	$ 3,924.71	$ 2,487.49	$ 6,412.20
2029	$ 3,924.71	$ 2,487.49	$ 6,412.20
2030	$ -	$ 2,487.49	$ 2,487.49
2031	$ -	$ 2,487.49	$ 2,487.49
2032	$ -	$ 2,487.49	$ 2,487.49
2033	$ -	$ 2,487.49	$ 2,487.49
2034	$ -	$ 2,487.49	$ 2,487.49
Total	**$ 27,472.97**	**$ 29,849.93**	**$ 57,322.90**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2023 SAP Update collects the Capital Assessments at a rate of $0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to $0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected $1,791,103.68 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original $5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 66.83% of remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 95378 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____
PROPERTY ADDRESS

PARCEL 95378 PRINCIPAL ASSESSMENT: $26,141.54[2]

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

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

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

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

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

[2] Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/23. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

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

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF BASTROP §

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

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

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF BASTROP §

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - PARCEL 95378

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2023	$ 3,027.81	$ 1,919.04	$ 4,946.85
2024	$ 3,027.81	$ 1,919.04	$ 4,946.85
2025	$ 3,027.81	$ 1,919.04	$ 4,946.85
2026	$ 3,027.81	$ 1,919.04	$ 4,946.85
2027	$ 3,027.81	$ 1,919.04	$ 4,946.85
2028	$ 3,027.81	$ 1,919.04	$ 4,946.85
2029	$ 3,027.81	$ 1,919.04	$ 4,946.85
2030	$ 3,027.81	$ 1,919.04	$ 4,946.85
2031	$ 0.02	$ 1,919.04	$ 1,919.06
2032	$ -	$ 1,919.04	$ 1,919.04
2033	$ -	$ 1,919.04	$ 1,919.04
2034	$ -	$ 1,919.04	$ 1,919.04
Total	**$ 24,222.50**	**$ 23,028.43**	**$ 47,250.93**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2023 SAP Update collects the Capital Assessments at a rate of $0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to $0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected $1,791,103.68 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original $5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 66.83% of remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 95379 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____
PROPERTY ADDRESS

PARCEL 95379 PRINCIPAL ASSESSMENT: $36,830.88[2]

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

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

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

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

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

[2] Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/23. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

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

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF BASTROP §

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

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

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF BASTROP §

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - PARCEL 95379

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2023	$ 4,824.71	$ 3,057.91	$ 7,882.62
2024	$ 4,824.71	$ 3,057.91	$ 7,882.62
2025	$ 4,824.71	$ 3,057.91	$ 7,882.62
2026	$ 4,824.71	$ 3,057.91	$ 7,882.62
2027	$ 4,824.71	$ 3,057.91	$ 7,882.62
2028	$ 4,824.71	$ 3,057.91	$ 7,882.62
2029	$ 4,824.71	$ 3,057.91	$ 7,882.62
2030	$ -	$ 3,057.91	$ 3,057.91
2031	$ -	$ 3,057.91	$ 3,057.91
2032	$ -	$ 3,057.91	$ 3,057.91
2033	$ -	$ 3,057.91	$ 3,057.91
2034	$ -	$ 3,057.91	$ 3,057.91
Total	**$ 33,772.97**	**$ 36,694.94**	**$ 70,467.91**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2023 SAP Update collects the Capital Assessments at a rate of $0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to $0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected $1,791,103.68 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original $5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 66.83% of remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 115192 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____
PROPERTY ADDRESS

PARCEL 115192 PRINCIPAL ASSESSMENT: $54,006.83[2]

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

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

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

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

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

[2] Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/23. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

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

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF BASTROP §

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

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

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF BASTROP §

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - PARCEL 115192

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2023	$ 4,642.23	$ 2,942.26	$ 7,584.49
2024	$ 4,642.23	$ 2,942.26	$ 7,584.49
2025	$ 4,642.23	$ 2,942.26	$ 7,584.49
2026	$ 4,642.23	$ 2,942.26	$ 7,584.49
2027	$ 4,642.23	$ 2,942.26	$ 7,584.49
2028	$ 4,642.23	$ 2,942.26	$ 7,584.49
2029	$ 4,642.23	$ 2,942.26	$ 7,584.49
2030	$ 4,642.23	$ 2,942.26	$ 7,584.49
2031	$ 4,642.23	$ 2,942.26	$ 7,584.49
2032	$ 4,642.23	$ 2,942.26	$ 7,584.49
2033	$ 4,642.23	$ 2,942.26	$ 7,584.49
2034	$ 0.04	$ 2,942.26	$ 2,942.30
Total	**$ 51,064.57**	**$ 35,307.12**	**$ 86,371.69**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2023 SAP Update collects the Capital Assessments at a rate of $0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to $0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected $1,791,103.68 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original $5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 66.83% of remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 30102 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____
PROPERTY ADDRESS

PARCEL 30102 PRINCIPAL ASSESSMENT: $231,116.44[2]

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

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

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

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

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

[2] Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/23. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

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

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

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF BASTROP §

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

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

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF BASTROP §

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - PARCEL 30102

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2023	$ 19,862.96	$ 12,589.20	$ 32,452.16
2024	$ 19,862.96	$ 12,589.20	$ 32,452.16
2025	$ 19,862.96	$ 12,589.20	$ 32,452.16
2026	$ 19,862.96	$ 12,589.20	$ 32,452.16
2027	$ 19,862.96	$ 12,589.20	$ 32,452.16
2028	$ 19,862.96	$ 12,589.20	$ 32,452.16
2029	$ 19,862.96	$ 12,589.20	$ 32,452.16
2030	$ 19,862.96	$ 12,589.20	$ 32,452.16
2031	$ 19,862.96	$ 12,589.20	$ 32,452.16
2032	$ 19,862.96	$ 12,589.20	$ 32,452.16
2033	$ 19,862.96	$ 12,589.20	$ 32,452.16
2034	$ 34.68	$ 12,589.20	$ 12,623.88
Total	**$ 218,527.24**	**$ 151,070.40**	**$ 369,597.64**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2023 SAP Update collects the Capital Assessments at a rate of $0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to $0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected $1,791,103.68 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original $5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 66.83% of remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 114958 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____
PROPERTY ADDRESS

PARCEL 114958 PRINCIPAL ASSESSMENT: $263,240.81[2]

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

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

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

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

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

[2] Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/23. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

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

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

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF BASTROP §

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

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

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF BASTROP §

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - PARCEL 114958

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2023	$ 22,626.63	$ 14,340.82	$ 36,967.45
2024	$ 22,626.63	$ 14,340.82	$ 36,967.45
2025	$ 22,626.63	$ 14,340.82	$ 36,967.45
2026	$ 22,626.63	$ 14,340.82	$ 36,967.45
2027	$ 22,626.63	$ 14,340.82	$ 36,967.45
2028	$ 22,626.63	$ 14,340.82	$ 36,967.45
2029	$ 22,626.63	$ 14,340.82	$ 36,967.45
2030	$ 22,626.63	$ 14,340.82	$ 36,967.45
2031	$ 22,626.63	$ 14,340.82	$ 36,967.45
2032	$ 22,626.63	$ 14,340.82	$ 36,967.45
2033	$ 22,626.63	$ 14,340.82	$ 36,967.45
2034	$ 7.06	$ 14,340.82	$ 14,347.88
Total	**$ 248,899.99**	**$ 172,089.88**	**$ 420,989.87**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2023 SAP Update collects the Capital Assessments at a rate of $0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to $0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected $1,791,103.68 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original $5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 66.83% of remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 127995 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____
PROPERTY ADDRESS

PARCEL 127995 PRINCIPAL ASSESSMENT: $171,644.89[2]

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

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

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

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

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

[2] Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/23. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

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

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

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF BASTROP §

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

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

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF BASTROP §

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - PARCEL 127995

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2023	$ 9,593.74	$ 6,080.54	$ 15,674.28
2024	$ 9,593.74	$ 6,080.54	$ 15,674.28
2025	$ 9,593.74	$ 6,080.54	$ 15,674.28
2026	$ 9,593.74	$ 6,080.54	$ 15,674.28
2027	$ 9,593.74	$ 6,080.54	$ 15,674.28
2028	$ 9,593.74	$ 6,080.54	$ 15,674.28
2029	$ 9,593.74	$ 6,080.54	$ 15,674.28
2030	$ 9,593.74	$ 6,080.54	$ 15,674.28
2031	$ 9,593.74	$ 6,080.54	$ 15,674.28
2032	$ 9,593.74	$ 6,080.54	$ 15,674.28
2033	$ 9,593.74	$ 6,080.54	$ 15,674.28
2034	$ 9,593.74	$ 6,080.54	$ 15,674.28
Total	**$ 115,124.88**	**$ 72,966.48**	**$ 188,091.36**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2023 SAP Update collects the Capital Assessments at a rate of $0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to $0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected $1,791,103.68 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original $5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 66.83% of remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 114957 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____
PROPERTY ADDRESS

PARCEL 114957 PRINCIPAL ASSESSMENT: $1,015.89[2]

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

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

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

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

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

[2] Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/23. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

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

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

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF BASTROP §

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

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

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF BASTROP §

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - PARCEL 114957

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2023	$ 80.41	$ 50.97	$ 131.38
2024	$ 80.41	$ 50.97	$ 131.38
2025	$ 80.41	$ 50.97	$ 131.38
2026	$ 80.41	$ 50.97	$ 131.38
2027	$ 80.41	$ 50.97	$ 131.38
2028	$ 80.41	$ 50.97	$ 131.38
2029	$ 80.41	$ 50.97	$ 131.38
2030	$ 80.41	$ 50.97	$ 131.38
2031	$ 80.41	$ 50.97	$ 131.38
2032	$ 80.41	$ 50.97	$ 131.38
2033	$ 80.41	$ 50.97	$ 131.38
2034	$ 80.41	$ 50.97	$ 131.38
Total	**$ 964.92**	**$ 611.58**	**$ 1,576.50**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2023 SAP Update collects the Capital Assessments at a rate of $0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to $0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected $1,791,103.68 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original $5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 66.83% of remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 104899 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____
PROPERTY ADDRESS

PARCEL 104899 PRINCIPAL ASSESSMENT: $706,312.54[2]

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

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

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

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

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

[2] Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/23. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

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

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

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF BASTROP §

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

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

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF BASTROP §

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - PARCEL 104899

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2023	$ 37,141.52	$ 24,578.95	$ 61,720.47
2024	$ 37,141.52	$ 24,578.95	$ 61,720.47
2025	$ 37,141.52	$ 24,578.95	$ 61,720.47
2026	$ 37,141.52	$ 24,578.95	$ 61,720.47
2027	$ 37,141.52	$ 24,578.95	$ 61,720.47
2028	$ 37,141.52	$ 24,578.95	$ 61,720.47
2029	$ 37,141.52	$ 24,578.95	$ 61,720.47
2030	$ 37,141.52	$ 24,578.95	$ 61,720.47
2031	$ 37,141.52	$ 24,578.95	$ 61,720.47
2032	$ 37,141.52	$ 24,578.95	$ 61,720.47
2033	$ 37,141.52	$ 24,578.95	$ 61,720.47
2034	$ 37,141.52	$ 24,578.95	$ 61,720.47
2035	$ 37,141.52	$ 24,578.95	$ 61,720.47
2036	$ 37,141.52	$ 24,578.95	$ 61,720.47
2037	$ 37,141.52	$ 24,578.95	$ 61,720.47
2038	$ 37,141.52	$ 24,578.95	$ 61,720.47
2039	$ 37,141.52	$ 24,578.95	$ 61,720.47
2040	$ 37,141.52	$ 24,578.95	$ 61,720.47
2041	$ 13,186.23	$ 24,578.95	$ 37,765.18
Total	**$ 681,733.59**	**$ 467,000.01**	**$ 1,148,733.60**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2023 SAP Update collects the Capital Assessments at a rate of $0.068 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to $0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected $1,791,103.68 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original $5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 66.83% of remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 113268 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____
PROPERTY ADDRESS

PARCEL 113268 PRINCIPAL ASSESSMENT: $747,450.02[2]

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

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

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

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

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

[2] Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/23. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

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

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

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF BASTROP §

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

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

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF BASTROP §

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - PARCEL 113268

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2023	$ 35,497.57	$ 23,491.04	$ 58,988.61
2024	$ 35,497.57	$ 23,491.04	$ 58,988.61
2025	$ 35,497.57	$ 23,491.04	$ 58,988.61
2026	$ 35,497.57	$ 23,491.04	$ 58,988.61
2027	$ 35,497.57	$ 23,491.04	$ 58,988.61
2028	$ 35,497.57	$ 23,491.04	$ 58,988.61
2029	$ 35,497.57	$ 23,491.04	$ 58,988.61
2030	$ 35,497.57	$ 23,491.04	$ 58,988.61
2031	$ 35,497.57	$ 23,491.04	$ 58,988.61
2032	$ 35,497.57	$ 23,491.04	$ 58,988.61
2033	$ 35,497.57	$ 23,491.04	$ 58,988.61
2034	$ 35,497.57	$ 23,491.04	$ 58,988.61
2035	$ 35,497.57	$ 23,491.04	$ 58,988.61
2036	$ 35,497.57	$ 23,491.04	$ 58,988.61
2037	$ 35,497.57	$ 23,491.04	$ 58,988.61
2038	$ 35,497.57	$ 23,491.04	$ 58,988.61
2039	$ 35,497.57	$ 23,491.04	$ 58,988.61
2040	$ 35,497.57	$ 23,491.04	$ 58,988.61
2041	$ 35,497.57	$ 23,491.04	$ 58,988.61
Total	**$ 674,453.83**	**$ 446,329.70**	**$ 1,120,783.53**

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2023 SAP Update collects the Capital Assessments at a rate of $0.068 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to $0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected $1,791,103.68 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original $5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 66.83% of remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council.

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT – PARCEL 47760 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____
PROPERTY ADDRESS

PARCEL 47760 PRINCIPAL ASSESSMENT: $74,364.11[2]

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

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

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

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

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

[2] Includes all outstanding capital assessment installments and the O&M assessment installment due 1/31/23. The amount of the O&M annual installment shall be updated annually by the City Council.

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

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

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

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF BASTROP §

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

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

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF BASTROP §

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - PARCEL 47760

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2023	$ -	$ 74,364.11	$ 74,364.11
2024	$ -	$ 74,364.11	$ 74,364.11
2025	$ -	$ 74,364.11	$ 74,364.11
2026	$ -	$ 74,364.11	$ 74,364.11
2027	$ -	$ 74,364.11	$ 74,364.11
2028	$ -	$ 74,364.11	$ 74,364.11
2029	$ -	$ 74,364.11	$ 74,364.11
2030	$ -	$ 74,364.11	$ 74,364.11
2031	$ -	$ 74,364.11	$ 74,364.11
2032	$ -	$ 74,364.11	$ 74,364.11
2033	$ -	$ 74,364.11	$ 74,364.11
2034	$ -	$ 74,364.11	$ 74,364.11
2035	$ -	$ 74,364.11	$ 74,364.11
2036	$ -	$ 74,364.11	$ 74,364.11
2037	$ -	$ 74,364.11	$ 74,364.11
2038	$ -	$ 74,364.11	$ 74,364.11
2039	$ -	$ 74,364.11	$ 74,364.11
2040	$ -	$ 74,364.11	$ 74,364.11
2041	$ -	$ 74,364.11	$ 74,364.11
Total	**$ -**	**$ 1,412,918.04**	**$ 1,412,918.04**

[a] Parcel 47760 prepaid the Capital Assessment and is only subject to the O&M Assessment.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to $0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected $1,791,103.68 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original $5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 66.83% of remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council.

STAFF REPORT

MEETING DATE: July 12, 2022

TITLE:
Consider action to approve Resolution No. R-2022-59 of the City Council of the City of Bastrop, Texas, awarding a contract with Southern Utility Works, LLC for the Public Works (PW) Detention Pond Pump Station (PS) to an amount of Two Hundred Ninety-One Thousand Two Hundred Seventy-Three Dollars and Three Cents ($291,273.03); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:
Submitted by: Fabiola de Carvalho, MIAM, Director of Engineering and Capital Project Management

BACKGROUND/HISTORY:
The City of Bastrop City Council authorized approval of a professional engineering services agreement between City and BEFCO Engineering on October 25th, 2018 for the Public Works Detention Pond (design and construction). The Public Works Detention Pond was completed in 2021.

After the project was completed, the City requested Federal Emergency Management Agency (FEMA) for the possibility of using the remainder of the grant funds to design and construct a pump station at the detention pond. An approval was granted for this amendment in November of 2021, and FEMA obligated an additional Ninety Thousand, Three Hundred Forty-Three Dollars ($90,343.00), in Federal Funds for this project. This grant requires the City to commit 25% or more matching funds. Additional information on funding sources is provided below.

The PW Detention Pond PS project consists of designing and constructing a permanent stormwater pump station to help discharge the PW detention pond in lieu of having to set up a temporary pumping operations during or immediately after significant rainfall event. The PS will be located at the southwest corner of the detention pond and would discharge into the City's existing drainage system.

BEFCO was the Engineer selected originally for the PW Detention Pond project and continued to assist the City on engineering services for this project as well and finalized the design in May, 2022

The project was advertised in May, and Bid Opening was held in June 15, 2022. City received three bids for this project. After BEFCO's evaluation of the bids, BEFCO provided a Recommendation to Award the construction contract for this project to Southern Utility Works, LLC, the lowest responsible bidder.

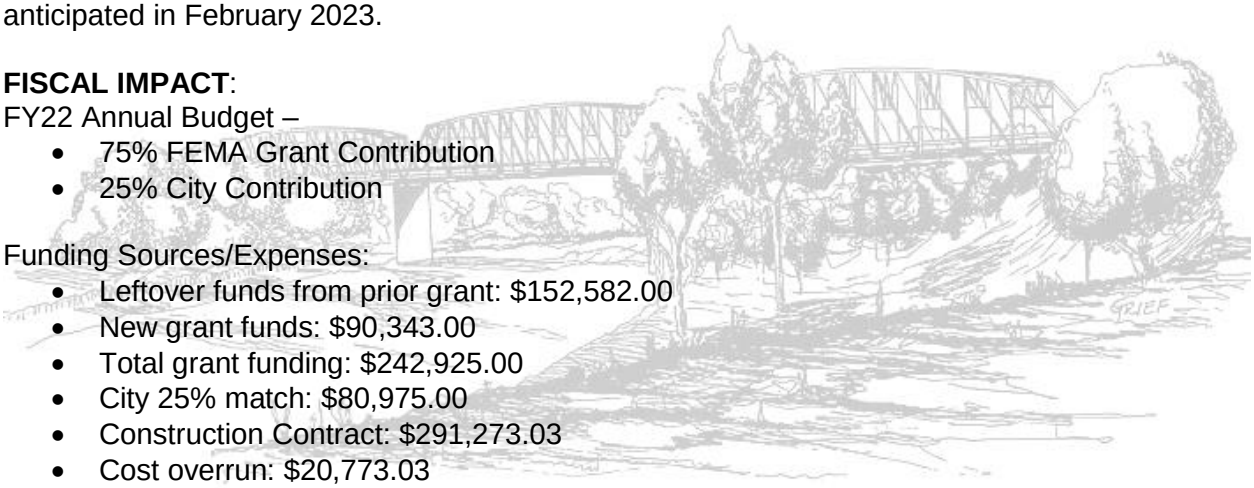
The total construction budget approved for FEMA HMGP DR-4272-0024-TX is $270,500.00. By approving the construction contract to Southern Utility Work, in the amount of $291,273.03, there

will a cost overrun in the amount of $20,773.03. Per grant requirements, any costs above the approved construction budget would be the sole responsibility of the City. However, based on conversations with City's grant administrator, Langford, a cost overrun request could be submitted to TDEM/FEMA for approval at the end of the project. Per Langford, if funds are available and the cost overrun request is approved, FEMA would reimburse the City 75% of the cost overrun. If the cost overrun is not approved, the City would be responsible for the additional costs.

A bid summary table is provided below:

Rank	Contractor	Total Project Cost
1	Southern Utility Works, LLC	291,273.03
2	Mike Larson Co.	407,402.90
3	JM Pipeline, LLC	533,825.40

The Notice to Proceed is anticipated to be issued in July/August 2022 and construction should be completed within 210 calendar days. The substantial completion of the construction is anticipated in February 2023.



FISCAL IMPACT:
FY22 Annual Budget –

- 75% FEMA Grant Contribution
- 25% City Contribution

Funding Sources/Expenses:

- Leftover funds from prior grant: $152,582.00
- New grant funds: $90,343.00
- Total grant funding: $242,925.00
- City 25% match: $80,975.00
- Construction Contract: $291,273.03
- Cost overrun: $20,773.03

There are additional grant administration and engineering fees from this project modification which are covered by grant funds and the city match.

RECOMMENDATION:
Consider action to approve Resolution No. R-2022-59 of the City Council of the City of Bastrop, Texas, awarding a contract with Southern Utility Works, LLC for the Public Works (PW) Detention Pond Pump Station (PS) to an amount of Two Hundred Ninety-One Thousand Two Hundred Seventy-Three Dollars and Three Cents ($291,273.03); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Exhibit A: Recommendation to Award from BEFCO
- Exhibit B: Resolution No. R-2022-59
- Exhibit C: Public Works Detention Pond Pump Station – location map

RESOLUTION NO. R-2022-59

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A CONSTRUCTION CONTRACT WITH SOUTHERN UTILITY WORKS, LLC IN THE AMOUNT OF TWO HUNDRED NINETY-ONE THOUSAND TWO HUNDRED SEVENTY-THREE DOLLARS AND THREE CENTS ($291,273.03) FOR THE CONSTRUCTION OF THE PUBLIC WORKS DETENTION POND PUMP STATION; AUTHORIZING 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 importance of public safety provided by performing infrastructure improvements; and

WHEREAS, The City of Bastrop City Council understands focusing on infrastructure improvements in the area of drainage; and

WHEREAS, the City of Bastrop was awarded additional grant funds from FEMA Mitigation funds to help cover the costs of a pump station at the Public Works Detention Pond; and

WHEREAS, the City of Bastrop understands and agrees to commit 25% or more matching funds to secure and complete the FEMA Mitigation Grant; and

WHEREAS, the City of Bastrop has utilized BEFCO Engineering, Inc. for the engineering services on the Public Works Detention Pond Pump Station project;

WHEREAS, BEFCO Engineering has received all proposals, and found the lowest responsible bidder to be qualified.

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

Section 1. The City has followed 2CFR 200 in the procurement of a construction company for this project and authorizes the City Manager to execute a construction contract for the Public Works Detention Pond Pump Station project with Southern Utility Works, LLC in the amount of $291,273.03.

Section 2. That the City is committing to provide 25% or more matching funds in contribution to the FEMA Mitigation for this project.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 12 day of July, 2022.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

BEFCO ENGINEERING, INC.
Consulting Engineering/Land Surveying
P.O. BOX 615 485 NORTH JEFFERSON
LA GRANGE, TEXAS 78945-0615
979 / 968-6474 FAX 979 / 968-3056
www.befcoengineering.com E-mail: office@befcoengineering.com
Texas Registered Engineering Firm F-2011 Texas Licensed Surveying Firm #10001700

June 29, 2022

Ms. Fabiola M. de Carvalho, MIAM
Director of Engineering &
Capital Project Management
City of Bastrop
1311 Chestnut Street
Bastrop, Texas 78602

RE: Bid Award Recommendation
Public Works Detention Pond
Pump Station Project
FEMA HMGP DR-4272-0024-TX
BEFCO Job No. 16-6780

Dear Ms. de Carvalho:

The bid opening for the Public Works Detention Pond Pump Station Project (FEMA HMGP DR-4272-0024-TX) was held on Wednesday, June 15, 2022. The City received three (3) bids for the project (see attached bid tally) ranging from $291,273.03 to $533,825.40 for the total base bid (Items 1-11). The low bidder for the project was Southern Utility Works, LLC of Beaumont in the amount of $291,273.03.

The total construction budget that was approved for FEMA HMGP DR-4272-0024-TX is $270,500.00. Based on the above, the total base bid is higher than the approved construction budget by $20,773.03. Per grant requirements, any costs above the approved construction budget would be the sole responsibility of the city. However, based on conversations with the City's grant administrator, a cost overrun request could be submitted to TDEM / FEMA for approval at the end of the project. If funds are available and the cost overrun request is approved, FEMA would reimburse the City 75 percent of the cost overrun. If funds are not available or the cost overrun request is not approved, then the City would be 100 percent responsible for the additional $20,773.03. In either case, the approved grant amount of $270,500.00 would still be reimbursed by FEMA at 75 percent.

As mentioned above, the lowest base bid was submitted by Southern Utility Works, LLC. Based on the information they provided, Southern Utility Works has completed four (4) lift station rehabilitation projects for the City of Beaumont and has also performed water plant work for the cities of Dayton, Port Neches, and Mount Pleasant. Per the conversations I had with the references I contacted, all indicated there were no issues with their workmanship, timeliness, or documentation. Further, all mentioned a willingness to both recommend the contractor and use them again. In summary, Southern Utility Works appears to be a reputable contractor capable of performing the work based on the feedback we have received. Although their bid of $291,273.03 was approximately $30,000 more than our engineer's estimate of $260,000; their price was approximately $116,000 lower than the 2nd bidder and $242,000 lower than the 3rd bidder. Given the above, BEFCO determined Southern Utility Works to be the lowest, most responsible bidder and recommends the City award the project to Southern Utility Works in the amount of $291,273.03.

Should you have any questions or require any additional information, please do not hesitate to contact me. Thank you for the opportunity to provide engineering services for this project.

Sincerely,

BEFCO Engineering, Inc.

6-29-22

Tim Sanders, P.E.

STATE OF TEXAS
TIMOTHY L. SANDERS
95880
LICENSED
PROFESSIONAL ENGINEER

Attachments: Bid Tab Summary

CITY OF BASTROP
FEMA HMGP DR-4272-0024-TX
PUBLIC WORKS DETENTION POND PUMP STATION
BEFCO JOB NO. 16-6780
JUNE 15, 2022

Item No.	Est. Qty.	Units	Description in Words	Southern Utility Works, LLC 1025 Interstate 10 N Beaumont, TX 77706 Unit Price	Southern Utility Works, LLC 1025 Interstate 10 N Beaumont, TX 77706 Total Price	Mike Larson Co. 1005-B Engelke Rd. Niederwald, TX 78640-3922 Unit Price	Mike Larson Co. 1005-B Engelke Rd. Niederwald, TX 78640-3922 Total Price	JM Pipeline, LLC PO Box 8614 Horseshoe Bay, TX 78657 Unit Price	JM Pipeline, LLC PO Box 8614 Horseshoe Bay, TX 78657 Total Price
1	1	LS	Excavate, furnish, and install pond pump station and all appurtenances required for construction of pond pump station as shown in the plan set and specifications		$200,682.52		$306,261.00		$438,100.40
2	54	LF	Furnish and install 18-inch (18") diameter pond pump station intake pipe	$478.56	$25,842.24	$203.05	$10,964.70	$350.00	$18,900.00
3	1	LS	Furnish and install trash rack on reinforced concrete slab (including gravel base)		$6,119.16		$4,682.00		$2,500.00
4	7	SY	Furnish and install 5-inch (5") thick reinforced concrete slope pavement with 2-foot toe beam	$1,195.35	$8,367.45	$1,095.00	$7,665.00	$745.00	$5,215.00
5	14	SY	Furnish and install 6-inch (6") thick reinforced concrete slab around wet well & for pump station piping including 2-foot toe beam	$658.43	$9,218.02	$1,027.00	$14,378.00	$395.00	$5,530.00
6	130	LF	Furnish and install 8-inch (8") diameter SDR 21 PVC force main	$107.94	$14,032.20	$154.00	$20,020.00	$140.00	$18,200.00
7	112	SY	Furnish and install 6-inch (6") thick limestone rock base gravel service road including all excavation / fill and subgrade preparation	$32.32	$3,619.84	$59.50	$6,664.00	$75.00	$8,400.00
8	28	SY	Furnish and install 6-inch (6") thick reinforced concrete driveway apron including all excavation / fill and subgrade preparation	$329.22	$9,218.16	$365.65	$10,238.20	$535.00	$14,980.00
9	1	LS	Furnish and install trench safety		$8,400.00		$9,190.00		$5,500.00
10	1	LS	Topsoil, hydromulch seed, fertilize, and provide temporary irrigation (if necessary)		$4,200.00		$9,375.00		$12,000.00
11	1	LS	Furnish and install erosion control measures including filter fabric fence, inlet protection, and stabilized construction entrance (if required)		$1,573.44		$7,965.00		$4,500.00
			TOTAL BASE BID (Item Nos. 1-11)		**$291,273.03**		**$407,402.90**		**$533,825.40**

I certify that this is correct and true to the best of my knowledge and belief

BEFCO Engineering, Inc. (F-2011)

Tim Sanders, P.E.
Registration No. 95880
June 15, 2022

STATE OF TEXAS
TIMOTHY L. SANDERS
95880
LICENSED
PROFESSIONAL ENGINEER

6-15-22

Notes:

1. Southern Utility Works
   a. In the event of discrepancies in unit prices quoted by written words or by numerical value, the written words will prevail; and total bid amount will be adjusted based on written words. As such, Line Item No.'s 2, 4, 5, 6, 7 & 8 were adjusted accordingly. Consequently, overall bid price was also adjusted.
   b. Contractor failed to submit list of suppliers or references.

2. Mike Larsen Company
   a. Product of unit rate and estimated quantity did not match for Line Item No.'s 2, 4, 5, 6, 7 & 8. Total bid was adjusted accordingly.
   b. Contractor failed to submit completed Statement of Materials, and Conflict of Interest questionnaire and did not provide list of suppliers.

3. JM Pipeline did not provide list of suppliers.



BASTROPTX
Heart of the Lost Pines
Est. 1832

0 80 160 320
Feet

PUBLIC WORKS DETENTION POND PUMP STATION
PROJECT LOCATION
CITY OF BASTROP, TX

N

Date: 7/1/2022

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

STAFF REPORT

MEETING DATE: July 12, 2022

TITLE:
Consider action to approve Resolution No. R-2022-60 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Hunt Communities for The Colony MUD 1C Section 8, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:
Jennifer C. Bills, Director of Planning and Development

BACKGROUND/HISTORY:
The Public Improvement Plan Agreement was developed as part of the City of Bastrop's Development Manual. This standardized agreement is a tool that can be used by staff. It allows a developer to establish the infrastructure costs, inspections fees and begin construction of public street and utility infrastructure. The agreement also establishes the process to record the final plat with a fiscal guaranty for the approved section of the subdivision prior to the completion of all public improvements. The cost estimates and scope of work included in the Agreement were approved with the Public Improvement Plans approved by the City Engineer.

POLICY EXPLANATION:
Texas Local Government Code 212.010 Standards for Approval of Plat requires that a new subdivision should extend roads and utilities in conformance to the city requirements and bonds be submitted in accordance with the municipal policy for the approval of subdivision plats.

Section 1.4.003 Public improvement Plan Agreement (PIPA) establishes the requirements for approval of the PIPA.

FUNDING SOURCE:
N/A

RECOMMENDATION:
The Director of Planning recommends City Council consider action to approve Resolution No. R-2022-60 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Hunt Communities for The Colony MUD 1C Section 8, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:
- Resolution No. R-2022-60
- Exhibit A – The Colony MUD 1C Section 8 Public Improvement Plan Agreement

RESOLUTION NO. R-2022-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A PUBLIC IMPROVEMENT PLAN AGREEMENT WITH HUNT COMMUNITIES BASTROP, LLC FOR THE COLONY MUD 1C, SECTION 8, AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council has adopted the Bastrop Building Block (B^3) Code and related codes that provide a process for the standards and construction of public improvements that support the development created during the subdivision process; and

WHEREAS, the Development Manual includes the requirement for a developer to provide a Public Improvement Plan Agreement to ensure the installation of the public improvements; and

WHEREAS, the "Developer" known as Hunt Communities Bastrop, LLC has an approved Preliminary Plat and Public Improvement Plan for the construction of a single-family subdivision; and

WHEREAS, The City Council also understands the importance of the required public improvements and the value they bring in regard to the public safety of neighborhoods.

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

Section 1: That the City Manager will execute the Public Improvement Plan Agreement 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 12th day of July, 2022.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

CITY OF BASTROP, TEXAS

Public Improvement Plan Agreement

THE COLONY MUD 1C, SECTION 8

The State of Texas

County of Bastrop

WHEREAS, HUNT COMMUNITIES, LLC, hereinafter referred to as, "Developer", is the developer of the following described property and desires to make certain improvements to the following lots and blocks in THE COLONY MUD 1C, SECTION 8, a development in the City of Bastrop ETJ, Texas: being 3 BLOCKS AND 35 LOT; and

WHEREAS, the said Developer has requested the City of Bastrop, a Home Rule Municipality of Bastrop County, Texas, hereinafter referred to as, "City", to provide approvals and cooperative arrangements in connection with said improvements:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That said Developer, acting herein by and through RICK NEFF its duly authorized officer, and the City, acting herein by and through PAUL A. HOFMANN, its City Manager, for and in consideration of the covenants and agreements herein performed and to be performed, do hereby covenant and agree as follows regarding assurance of construction of sanitary sewer facilities (MUD Facility – Provided to MUD), streets (Bastrop County - Included), drainage (MUD Facility – Provided to MUD), street lights and street signs (Bastrop County - Included), and park/trail improvements (MUD Facility – Provided to MUD); summary of applicable infrastructure (development) amounts; assurance payments to the City; payment of inspection fees; and miscellaneous provisions relating to the acceptable completion of said construction according to the plans for THE COLONY MUD 1C, SECTION 8 approved by the City on May 25, 2022.

1.00 Assurance of Infrastructure Construction

1.10 Employment of Contractors

In accordance with this agreement, the Developer agrees to employ a general contractor or contractors in accordance with the conditions set forth in Section 4.00 for work for which the Developer is providing as stated herein and indicated in the Summary of Infrastructure (Development) Assurance Amounts, Section 2.30 on page 4 of this agreement.

1.11 Public Infrastructure Construction and Acceptance Process

a) The Developer and the City agree that a pre-construction meeting will not be held and notice to proceed issued until the payment of the Public Improvement Inspection fees are paid to the City and a copy of the approved plan set provided to the City Construction Manager. The Public Improvement Inspection fees will be two percent (2%) of the total infrastructure costs (water, wastewater, streets, sidewalks, and drainage), per the First Amendment to the Consent Agreement of the Colony Municipal Utility District No. 1 and successor districts.

b) Upon completion of the Infrastructure, the developer must furnish the City with the following prior to acceptance and release of fiscal guarantee (if provided):

    1. As-Built/Record Drawings of Public Improvement Plans in pdf format and in CAD/GIS format;

    2. The Developer agrees to require the contractor(s) to furnish the City and County with a two (2) year maintenance bond in the name of the City and County, subject to City approval, for ten percent (10%) of the ,

contract price of the public streets, sidewalk, and drainage improvements. The maintenance bond(s) shall be submitted and approved prior to the final acceptance of the improvements;

3. .Letter of Concurrence from the Design Engineer.

c) Once these items are provided, the City will provide a Letter of Acceptance from the City Engineer.

d) In order to record the Final Plat, the developer must complete one of the following:

1. Have received a Letter of Acceptance from the City Engineer and MUD Engineer; or

2. Provide fiscal guarantee for 125% of the outstanding Infrastructure (Development) Improvement Costs, with Engineer's Estimate of Probable Costs. This guarantee will not be release until acceptance of the Infrastructure by the City Engineer.

1.12 Payment of Miscellaneous Construction Costs

It is further agreed and understood that additional costs may be required of the Developer to cover such additional work, materials and/or other costs as may be made necessary by conditions encountered during construction and within the scope of this project.

1.13 Compliance with Tree Preservation Ordinance

The Developer is responsible to fully comply with the requirements of the consent agreement relating to tree preservation.

2.00 Infrastructure (Development) Improvement Costs

All infrastructure (development) improvement costs are the full responsibility of the Developer unless otherwise noted, or unless otherwise funded with a public improvement district revenue, tax increment reinvestments zone revenue, or a Chapter 380 grant, pursuant to a separate agreement. The following improvement costs have been developed using the Developer's plans and specifications and recommendations by the City in accordance with the construction guidelines set forth by the City:

2.10 Sanitary Sewer Improvements (MUD Facility - Provided to MUD)

The distribution of costs between the City and MUD for all sanitary sewer are as follows:

	Full Project Cost	Assurance Amount	City Participation
Water Facilities	$ 144,153.00	$ 180,191.25	$0.00
Sanitary Sewer Facilities	$ 161,699.00	$ 202,123.75	$0.00
Total Construction Cost	$ 305,582.00	$ 382,315.00	$0.00

2.20 Drainage Improvements (MUD Facility - Provided to MUD)

The distribution of costs between the City and MUD for drainage improvements are as follows:

	Full Project Cost	Assurance Amount	City Participation
Storm Drainage Facilities	$ 139,999.12	$ 174,998.90	$0.00

2.30 Street Improvements (Bastrop County - Included)

The distribution of costs between the City and the Developer for all street improvements are as follows:

	Full Project Cost	Assurance Amount	City Participation
Streets & Sidewalks	$ 491,136.33	$ 613,920.41	$0.00
Erosion Control Items	$ 23,942.00	$ 29,927.50	$0.00
Total Construction Cost	$ 515,078.33	$ 643,847.91	$0.00

2.40 Summary of Infrastructure (Development) Assurance Amounts

	Final Assurance Amount
Utility Facilities	$ 382,315.00
Storm Drainage Facilities	$ 174,998.90
Streets, Sidewalks & Erosion Control Improvements	$ 643,847.91
Total Development Assurance Amounts	$ 1,201,161.81

INSPECTION FEES TO HOLD IN ESCROW TO BE PAID PRIOR TO PRE-CONSTRUCTION MEETING:

Percentage Final of Construction Improvement

		Construction Cost Amount	Inspection Fee
Streets, Sidewalks & Erosion Control Improvements	2.0%	$ 515,078.33	$ 10,301.57
Water	2.0%	$ 144,153.00	$ 2,883.06
Wastewater	2.0%	$ 161,699.00	$ 3,233.98
Drainage	2.0%	$ 139,999.12	$ 2,799.98
Payment to the City			**$ 19,218.59**

The final construction amount is $ 960,929.45, and the Public Improvement Inspection fee amount is $ 19,128.59 (the “Final Fiscal Guaranty Amount”).

RECOMMENDED:

Tony Buonodono, P. E. Date
City Engineer

3.00 Miscellaneous Improvements

3.10 Drainage Operation and Maintenance Plan (MUD Facility)

N/A

3.20 Sidewalks (Bastrop County - Included)

The Developer shall be responsible for installing sidewalks along rights-of-way on open space lots and other lots that will not contain single family residential units within THE COLONY MUD 1C, SECTION 8 as shown on the approved Public Improvement Plans. All sidewalks shall be in compliance with the County's Master Transportation Plan and conform to the City of Bastrop Standard Construction Details.

3.30 Screening Wall, Landscaping, and Irrigation (MUD Facility)

N/A

3.40 Street Lights (MUD/HOA Facility)

The Developer is responsible for the initial installation and maintenance of all street lights. The MUD or HOA will be responsible or obligated to maintain and/or replace any standard or non-standard street light poles.

3.50 Street Name and Regulatory Signs (Bastrop County)

Street name and regulatory signs shall be installed by the Developer at the Developer's expense at locations specified by the City's Director of Public Works per the signage regulations ***in compliance with the Consent Agreement*** and the Bastrop County Sign Standards and Details. The signs shall conform to The State of Texas Manual on Uniform Traffic Control Devices and County requirements, including but not limited to, exact placement, sign height and block numbers. The City and County shall not be responsible or obligated to maintain and/or replace any non-

standard sign poles, street name signs, or regulatory signs. Installation shall be completed prior to the acceptance of the subdivision.

RECOMMENDED:

_____

Curtis Hancock Date
Public Works Director

3.50 Land Dedication

N/A

3.60 Impact Fees (MUD Facility)

N/A

4.00 Miscellaneous Provisions

4.10 Bonds

The developer will provide the City with proof of payment to the surety and that all other obligations of the developer or contractor have been met in order for the bonds to be binding upon the surety.

4.20 Public Liability

The Developer shall further require the contractor(s) to secure Public Liability Insurance. The amount of Insurance required shall include Public Liability, Bodily Injury and Property Damage of not less than $100,000 one person, $300,000 one accident and $100,000 property damage. The minimum requirements for automobile and truck public liability, bodily injury and property damage shall also include not less than $100,000 one person, $300,000 one accident, and $100,000 property damage.

The Contractor shall provide Worker's Compensation Insurance in accordance with the most recent Texas Workers' Compensation Commission's rules.

4.30 General Indemnity Provisions

The Developer shall waive all claims, fully release, indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by injury to property or person occasioned by error, omission, intentional or negligent act of Developer, its officers, agents, consultants, employees, invitees, or other person, arising out of or in connection with the Agreement, or on or about the property, and Developer will, at its own cost and expense, defend and protect the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all such claims and demands. Also, Developer agrees to and shall indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from and against any and all claims, losses, damages, causes of action, suit and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for any damage to any property arising out of or in connection with this Agreement or any and all activity or use pursuant to the Agreement, or on or about the property. This indemnity shall apply whether the claims, suits, losses, damages, causes of action or liability arise in whole or in part from the intentional acts or negligence of developer or any of its officers, officials, agents, consultants,

employees or invitees, whether said negligence is contractual, comparative negligence, concurrent negligence, gross negligence or any other form of negligence. The City shall be responsible only for the City's sole negligence. Provided, however, that nothing contained in this Agreement shall waive the City's defenses or immunities under Section 101.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.31 Indemnity Against Design Defects

Approval of the City Engineer or other City employee, official, consultant, employee, or officer of any plans, designs or specifications submitted by the Developer under this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineer, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility or liability by the City for any defect in the design and specifications prepared by the consulting engineer, his officers, agents, servants, or employees, it being the intent of the parties that approval by the City Engineer or other City employee, official, consultant, or officer signifies the City's approval of only the general design concept of the improvements to be constructed. In this connection, the Developer shall indemnify and hold harmless the City, its officials, officers, agents, servants and employees, from any

loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise out of any defect, deficiency or negligence of the engineer's designs and specifications incorporated into any improvements constructed in accordance therewith, and the Developer shall defend at his own expense any suits or other proceedings brought against the City, its officials, officers, agents, servants or employees, or any of them, on account thereof, to pay all expenses and satisfy all judgments which may be incurred by or rendered against them, collectively or individually, personally or in their official capacity, in connection herewith. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.32 Approval of Plans

The Developer and City agree that the approval of plans and specifications by the City shall not be construed as representing or implying that improvements built in accordance therewith shall be free of defects. Any such approvals shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be designed or built in a good and workmanlike manner.

Neither the City or County, nor its elected officials, officers, employees, contractors and/or agents shall be responsible or liable in damages or otherwise to anyone submitting plans and specifications for approval by the City for any defects in any plans or specifications submitted, revised, or approved, in the loss or damages to any person arising out of approval or disapproval or failure to approve or disapprove any

plans or specifications, for any loss or damage arising from the non- compliance of such plans or specifications with any governmental ordinance or regulation, nor any defects in construction undertaken pursuant to such plans and specifications.

4.33 Venue

Venue of any action brought hereunder shall be in the City of Bastrop, Bastrop County, Texas.

4.40 Dedication of Infrastructure Improvements

Upon final acceptance of THE COLONY MUD 1C, SECTION 8 the public streets and sidewalks shall become the property of the County.

4.60 Assignment

This agreement, any part hereof, or any interest herein shall not be assigned by the Developer without written consent of the City Manager, said consent shall not be unreasonably withheld, and it is further agreed that such written consent will not be granted for the assignment, transfer, pledge and/or conveyance of any refunds due or to become due to the Developer except that such assignment, transfer, pledge and/or conveyance shall be for the full amount of the total of all such refunds due or to become due hereunder nor shall assignment release assignor or assignee from any and all Development assurances and responsibilities set forth herein.

4.70 Conflicts

In the event of a conflict between this agreement and that certain Consent/Development Agreement between the **City of Bastrop** and **Hunt Communities Bastrop, LLC.** effective **March 4th, 2020** (the "Consent/Development Agreement"), the Consent/Development Agreement shall control. Nothing in this

agreement shall be construed as amending the Consent/Development Agreement.

IN TESTIMONY WHEREOF, the City of Bastrop has caused this instrument to be executed in duplicate in its name and on its behalf by its City Manager, attested by its City Secretary, with the corporate seal of the City affixed, and said Developer has executed this instrument in duplicate, at the City of Bastrop, Texas this the __ day of _____, **2022.**

The Colony MUD 1C Section 8



Rick Neff
Hunt Communities Bastrop, LLC.

City of Bastrop, Texas

Paul A. Hofmann
City Manager

ATTEST:

Ann Franklin
City Secretary

Date

APPROVED AS TO FORM:

Alan Bojorquez
City Attorney

Date

Distribution of Originals: Developer
City Secretary
Planning and Development Department

CARLSON, BRIGANCE DOERING, INC.
PRELIM ENGINEER'S COST ESTIMATE
The Colony MUD 1C - Section 8
CBD #5235
EXCAVATION, STREETS, DRAINAGE, WATER, WASTEWATER and EROSION CONTROL
July 2021

The Colony MUD 1C - Section 8

ITEM NO.	DESCRIPTION				
	I. STREET ITEMS	**QUANTITY**	**UNIT**	**COST**	**AMOUNT**
1	Street Excavation/Embankment R.O.W. to R.O.W., complete and in place per square yard	**13,188**	**SY**	**$3.00**	**$39,562.80**
2	8" Cement Stabilized Subgrade, 3' to 3' Back of Curb, complete and in place per square yard	**9,669**	**SY**	**$9.00**	**$87,020.25**
3	8" Base, 3' to 3' Back of Curb (Local Streets), complete and in place per square yard	**9,669**	**SY**	**$12.50**	**$120,861.46**
4	2" HMAC, Lip to Lip, complete and in place per square yard	**7,321**	**SY**	**$10.50**	**$76,865.83**
5	6" Stand Up Curb and Gutter, complete and in place per linear foot	**4,457**	**LF**	**$18.00**	**$80,226.00**
6	Common Area 4' Sidewalks, complete and in place per linear foot	**1,160**	**LF**	**$37.50**	**$43,500.00**
7	ADA Ramps, complete and in place per each	**8**	**EA**	**$1,550.00**	**$12,400.00**
8	Street Light, complete and in place per each	**6**	**EA**	**$4,750.00**	**$28,500.00**
9	Stop/Street Sign complete and in place per each	**4**	**EA**	**$300.00**	**$1,200.00**
10	Stop Bar, complete and in place per each	**4**	**EA**	**$250.00**	**$1,000.00**
	SUBTOTAL STREETS ITEMS				**$491,136.33**

	II. DRAINAGE ITEMS	**QUANTITY**	**UNIT**	**COST**	**AMOUNT**
1	18" R.C.P., complete and in place per linear foot	**606**	**LF**	**$41.00**	**$24,846.00**
2	24" R.C.P., complete and in place per linear foot	**326**	**LF**	**$55.00**	**$17,910.75**
3	30" R.C.P., complete and in place per linear foot	**496**	**LF**	**$74.00**	**$36,704.00**
4	36" R.C.P., complete and in place per linear foot	**57**	**LF**	**$75.00**	**$4,254.00**
5	10' inlets w/ curb transition, complete and in place per each	**2**	**EA**	**$4,200.00**	**$8,400.00**
6	15' inlets w/ curb transition, complete and in place per each	**3**	**EA**	**$7,000.00**	**$21,000.00**
7	4' Diameter Storm Sewer Manhole complete and in place per each	**2**	**EA**	**$4,500.00**	**$9,000.00**
8	5'x5' Junction Box complete and in place per linear foot	**2**	**LF**	**$5,000.00**	**$10,000.00**
9	36" Concrete Headwall complete and in place per each	**1**	**EA**	**$6,400.00**	**$6,400.00**
10	Trench Safety, complete and in place per linear foot	**1,484**	**LF**	**$1.00**	**$1,484.37**
	SUBTOTAL DRAINAGE ITEMS:				**$139,999.12**

	III. WATER ITEMS	**QUANTITY**	**UNIT**	**COST**	**AMOUNT**
1	8" C-900 DR-14, complete and in place per linear foot	**2,127**	**LF**	**$38.00**	**$80,826.00**
2	5 1/4" Fire Hydrant Assembly, complete and in place per each	**5**	**EA**	**$4,300.00**	**$21,500.00**
3	6" Gate Valve, complete and in place per each	**5**	**EA**	**$1,000.00**	**$5,000.00**
4	8" Gate Valve, complete and in place per each	**6**	**EA**	**$1,400.00**	**$8,400.00**
5	Single Water Service Assembly, complete and in place per each	**7**	**EA**	**$1,100.00**	**$7,700.00**
6	Double Water Service Assembly, complete and in place per each	**12**	**EA**	**$1,550.00**	**$18,600.00**
7	Trench Safety, complete and in place per linear foot	**2,127**	**LF**	**$1.00**	**$2,127.00**
	SUBTOTAL WATER ITEMS:				**$144,153.00**

	IV. WASTEWATER ITEMS - INTERIOR TRACT	**QUANTITY**	**UNIT**	**COST**	**AMOUNT**
1	8" PVC SDR-26 - All Depths,	**1,936**	**LF**	**$33.00**	**$63,888.00**

CARLSON, BRIGANCE DOERING, INC.
PRELIM ENGINEER'S COST ESTIMATE
The Colony MUD 1C - Section 8
CBD #5235
EXCAVATION, STREETS, DRAINAGE, WATER, WASTEWATER and EROSION CONTROL
July 2021

	IV. WASTEWATER ITEMS - INTERIOR TRACT	QUANTITY	UNIT	COST	AMOUNT
1	8" PVC SDR-26 - All Depths, complete and in place per linear foot	1,936	LF	$33.00	$63,888.00
2	4' Wastewater Manhole, complete and in place per each	14	EA	$4,750.00	$66,500.00
3	Single Wastewater Service (6") Assembly, complete and in place per each	1	EA	$1,250.00	$1,250.00
4	Double Wastewater Service (6") Assembly, complete and in place per each	15	EA	$1,875.00	$28,125.00
5	Trench Safety, complete and in place per linear foot	1,936	LF	$1.00	$1,936.00
	SUBTOTAL WASTEWATER ITEMS:				$161,699.00

	V. EROSION CONTROL ITEMS	QUANTITY	UNIT	COST	AMOUNT
1	Revegetation of R.O.W. & Disturbed Areas, complete and in place per square yard	11,877	SY	$1.00	$11,877.00
2	Inlet Protection, complete and in place per each	5	EA	$150.00	$750.00
3	Stabilized Construction Entrance, complete and in place per each	1	EA	$2,500.00	$2,500.00
4	Concrete Wash-Out, complete and in place per each	1	EA	$1,000.00	$1,000.00
5	Install and Maintain Silt Fence, complete and in place per linear foot	2,605	LF	$3.00	$7,815.00
	SUBTOTAL EROSION CONTROL ITEMS:				$23,942.00

TOTAL COST ESTIMATE ***$960,929.45***



CARLSON, BRIGANCE & DOERING, INC.
ID# F3791
3-11-22

STAFF REPORT

MEETING DATE: July 12, 2022

TITLE:
Consider action to approve Resolution No. R-2022-61 of the City Council of the City of Bastrop, Texas, approving an amendment to the 2013 Memorandum of Understand between DM Pecan Park Associates, Ltd., and the City of Bastrop shown herein as Exhibit A, authorizing, authorizing the city manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Trey Job, Assistant City Manager for Community Development)

STAFF REPRESENTATIVES:
Trey Job, Assistant City Manager

BACKGROUND/HISTORY:
The Pecan Park subdivision was approximately 311 acres and was planned to be a mixed-use development. The residential piece, sold to Ranch Road Development in 2017 is now at full buildout. The remaining commercial section owned by Duke McDowell has submitted to amend the preliminary plat to reflect the Agnes alignment that is actually built and will include the new Agnes alignment to connect the existing Agnes Street to the neighboring property to the west.

This amended and restated agreement was on the May 24, 2022 City Council Meeting and the City Council ultimately approved changes to the MOU and asked that the City Attorney review the document prior to the City Manager executing the newly revised document. Mr. McDowell has asked that the document be on the agenda.

The notable changes to the MOU are as follows:

- The concept plan and documents related to the change in street alignment have been updated to reflect the new alignment.
- City has agreed to remove the monetary obligation necessary for the required off-site intersection improvements noted in the 2016 TIA in exchange for the Agnes Street ROW dedication.
- City will construct Agnes Street and ancillary improvements related to the project.
- Owner will Construct the remainder of Orchard Parkway within one year of the completion of Agnes Street.
- Owner will construct Greenleaf Fisk Dr. formerly shown as Hasler Street.

RECOMMENDATION:
ACM Job recommends approval of Resolution No. R-2022-61 of the City Council of the City of Bastrop, Texas, approving an amendment to the 2013 Memorandum of Understand between DM Pecan Park Associates, Ltd., and the City of Bastrop shown herein as Exhibit A, authorizing,

authorizing the city manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Amended MOU
- Resolution R-2022-61



RESOLUTION NO. R-2022-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING AN AMENDMENT TO THE 2013 MEMORANDUM OF UNDERSTAND BETWEEN DM PECAN PARK ASSOCIATES, LTD., AND THE CITY OF BASTROP SHOWN HEREIN AS EXHIBIT A, AUTHORIZING, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop, Texas ("City") and DM Pecan Park Ltd; ("Owner") previous agreed to a Memorandum of Understanding for Development of Land for Pecan Park on December 12, 2013; and

WHEREAS, the City of Bastrop City Council understands the importance of public safety provided by performing infrastructure improvements; and

WHEREAS, the City of Bastrop City Council understands providing an addition east/westbound multimodal throughfare provides for better response time for police and fire; and

WHEREAS, the City of Bastrop understands the importance of focusing on transportation in the City of Bastrop provides less congestion resulting in improved air quality; and

WHEREAS, the City of Bastrop has agreed to changes within this memorandum of understanding that benefits all parties; and

WHEREAS, DM Pecan Park Ltd., has agreed to the dedication right of way for the Agnes Street Hazardous Mitigation Project in exchange for release of the monetary obligation of approximately two hundred fifty thousand dollars and zero cents ($250,000.00) related to off-site traffic mitigation required by the development.

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

Section 1: That the City Manager will execute the Amended Memorandum of Understanding, attached as Exhibit A once the dedication of right-of-way for Agnes Street is provided and the Amended Preliminary Plat is approved.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 12th day of July, 2022

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

AMENDED AND RESTATED AGREEMENT
FOR DEVELOPMENT OF LAND

THE STATE OF TEXAS §
§
COUNTY OF BASTROP §

This Amended and Restated Agreement for Development of Land ("MOU Amendment") is between the City of Bastrop, Texas ("City"), a home rule city located in Bastrop County, Texas, and DM Pecan Park Associates, Ltd., a Texas limited partnership ("Owner") (City and Owner are collectively referred to as the "Parties").

INTRODUCTION

City and Owner entered into the Memorandum of Understanding for Development of Land dated December 12, 2013 ("MOU"), covering approximately 311 acres of land as more particularly described in the MOU ("Original Property") pertaining to development of a planned, mixed-use community. Approximately 242 acres of the Original Property have been developed as a residential development, and Owner is no longer associated with the foregoing residential development. Owner currently owns approximately 62.74 acres of commercial parcels comprised of a portion of the Original Property as more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes ("Land"). Section 7.02 of the MOU provides that the MOU may be amended as to all or a portion of the property covered by the MOU at any time by mutual written consent of the City and Owner, and City and Owner desire to amend and restate the MOU as more particularly described in this MOU Amendment. Owner intends to develop, or sell to others for development, the Land as a planned, mixed-use community, locally referred to as "Pecan Park," that will consist of commercial, retail, office and residential uses ("Project") generally in accordance with the concept plan attached as Exhibit "B" ("Concept Plan"). The Concept Plan depicts the planned roadway network and the portions of the Original Property initially contemplated for commercial land use ("Commercial Parcels") under the MOU Amendment, as depicted therein (the Commercial Parcels sometimes referred to herein as the "Parcels"). The terms of this MOU Amendment shall apply to any party, successor or assign who is developing all or any portion of the Land and in compliance with Exhibit "B", i.e., the Concept Plan. Development of the Land is expected to add significant new tax revenues to the City's tax base, create jobs and stimulate the overall local economy. Therefore, Owner and City wish to enter into this MOU Amendment, which will encourage comprehensive planning for development of the Land, provide the Owner with certainty of regulatory requirements throughout the term of this MOU Amendment, and result in a high-quality subdivision. The terms of this MOU Amendment shall apply to any party, successor or assign who is developing all or any portion of the Land and in compliance with Exhibit "B", i.e., the Concept Plan.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

ARTICLE I.
DEFINITIONS

Section 1.01 Definitions. In addition to the term defined elsewhere in this MOU Amendment or in City's Code of Ordinances, the following terms and phrases used in this MOU Amendment will have the meanings set out below:

Agnes Street Extension: Shall mean the extension of Agnes Street from Sterling Drive through the Pecan Park Development to its western boundary.

City Manager: The City of Bastrop's City Manager.

Concept Plan: Owner's plan, *as* depicted in Exhibit B", which illustrates the planned roadway network and various anticipated land uses for the Project.

Director: City's Director of Planning and Development.

Effective Date of this MOU Amendment: This MOU Amendment will not be in effect until after the City has approved and executed the Amended Preliminary Plat. The Effective Date is the latest date when one or more counterparts of this MOU Amendment and Amended Preliminary Plat, individually or taken together, bear the signature of all Parties.

Final Plat: A map of the subdivision, addition or development, which is to be recorded in the Bastrop County Clerk Plat Records after Owner's deposit of any required fiscal assurance with the City and upon final approval of the plat by the City.

Original Owner: Shall mean originally DM Pecan Park Associates, Ltd., or its legal successors in interest.

Owner: Shall mean Original Owner or any subsequent owner of any portion of the Land that is a successor or assignee of rights from Owner in accordance with· Section 7.03 of this MOU Amendment.

Owners' Association: One or more non-profit entities whose membership includes the owners of real property within Pecan Park created for the purpose of maintenance and repair of privately owned roads (if any are approved by City on a Final Plat), common open space and park areas, together with other common and related facilities and areas within Pecan Park.

ARTICLE II.
DEVELOPMENT

Section 2.01 Development. Owner intends to develop the Land in phases. City acknowledges that the portions of the Land not under active development may remain in use for agricultural or ranching purposes and/or wildlife management, if otherwise allowed by law.

Section 2.02 Concept Plan. City hereby confirms its approval of the Concept Plan (as shown on Exhibit "B") for the Land. The roadway network, including the Agnes Street Extension, shown on the Concept Plan generally reflects the roadway network depicted on the Amended Preliminary Plat. Additional public roadways will not be required to service the Pecan Park commercial area. The MOU is amended to state that the Concept Plan shall include and reflect only the roadway network and commercial land use as set forth on Exhibit "B" of this MOU Amendment with respect to the Concept Plan for the Commercial Property and acknowledges that the Concept Plan will conform and update the City's Master Transportation Plan.

Section 2.03 Term of Approval. The Concept Plan will be effective for the term of this MOU Amendment, unless otherwise amended or revised by mutual agreement of the Parties. Once a portion of the roadway network for the Project has been approved by Final Plat, the City shall not alter the approved roadway network depicted on the Final Plat, currently assumed to be as shown on the Concept Plan regardless of the term of this MOU Amendment, unless mutually agreed by the Parties.

Section 2.04 Amendments. Due to the fact that the Project comprises a significant land area and its development will occur over a number of years, Owner may make minor amendments to the Concept Plan, but only as it applies to the portion of Land owned by Owner, and only upon notification of approval of the amendment by the Director of Planning and Development. The Director of Planning and Development reserves the right to take any request for amendment or revision, even if deemed minor by Owner, to the City Council for approval, in their sole discretion. Platting the Amended Preliminary Plat large parcels into smaller lots of at least one acre shall be considered a minor revision and will not require submittal or approval of a new or revised Amended Preliminary Plat.

Section 2.05 Review/Submittal Fees. Owner shall pay City's then current application, and review fees, which are applicable to all other development applicants, at the time of each submission. The City hereby waives all fees in connection with this MOU Amendment and the Amended Preliminary Plat. Owner recognizes that due to the fact that the development will occur over a number of years, the City's fees that will be applicable to the development may be updated by action of the City Council, from time to time.

Section 2.06 Building Code Compliance. Structures constructed on the Land shall comply with the building code that is in effect in the City at the start of construction of the structure, unless otherwise provided in this MOU Amendment.

ARTICLE III.
SALES AND INFORMATION CENTER

Section 3.01 Sales and Information Center. Owner desires to install and maintain a sales and information center on a portion of the Property ("Sales and Information Center"). Owner and City agree that the Ordinance No. 2015-14 and No. 2021-18, as amended, and City of Bastrop Code. Ordinances shall regulate the use and development of the Sales and Information Center.

ARTICLE IV.
ECONOMIC INCENTIVES

Section 4.01 Economic Incentive Program. All costs and expenses for designing, bidding, constructing, and installing the Project Facilities to be constructed by the Owner shall be paid by Owner. Owner shall be eligible for reimbursement via a separate incentives agreement with the City to be negotiated and executed prior to development of each phase of the development.

ARTICLE V
SIGNS

Section 5.01 Signs. Owner desires to install signage on the Land as generally depicted on Exhibit "D" ("Sign Plan" and "Sign Plan Designs" as previously approved within the original approved Memorandum of Understanding). The exact locations of the signs shall be determined by mutual agreement of the Parties, upon development of the Land. Owner and City agree that the Sign Plan shall regulate the use and operation of signs throughout the Land. If Owner desires to install signs after the execution of this MOU Amendment that are not in conformance with Exhibit "D", then Owner shall submit an application to the City, in accordance with the City's Code of Ordinances.

ARTICLE VI.
INFRASTRUCTURE IMPROVEMENTS

Section 6.01 Water and Wastewater Utility Commitments. The City hereby acknowledges and agrees that it has capacity, and it will provide potable water and wastewater utility service for the commercial area(s). Payment of required tap and impact fees will be paid by the Owner to the City at the time when the Final Plat has been recorded and building construction plans have been approved.

Section 6.02 Wastewater Improvements. On-site and Off-site wastewater lines, improvements and connections to the City's system, shall be determined by the City of Bastrop and hereby referred to as (the "Wastewater Collection System"), The Wastewater Collection System connection(s) will be provided by Owner, except as in accordance with Section 6.06 of this MOU Amendment. The Wastewater Collection System infrastructure required for future development of the Land will be provided by the Owner of the portion of the Land to be served. The construction plans for the Wastewater Collection System will be prepared by Owner and submitted to the City for review and approval in accordance with City's Code of Ordinances, except as in accordance with Section 6.06 of this MOU Amendment.

Section 6.03 Water Improvements. All On-site and Off-site waterlines, improvements, and connections to the existing City water lines (the "Water Distribution System") required for development of the Land will be constructed by Owner. The Water Distribution System and its connection(s) to the City's water distribution system will be constructed by Owner, in conformity with the City's Code of Ordinances, except as in accordance with Section 6.06 of this MOU Amendment. Owner shall provide the City hydraulic modeling for the Project in accordance with generally accepted engineering practices. The City's engineer will evaluate the hydraulic model for accuracy and will determine if on-site water improvements will be required.

Section 6.04 Stormwater Drainage. Other than the Stormwater Drainage, culverts, piping, connections and/or other related improvements that are located within the Agnes Street Extension R.O.W., in accordance with· Section 6.06 of this MOU Amendment, Owner shall construct onsite and off-site drainage improvements to convey storm water from the Land and accommodate natural flows from adjacent properties to the Colorado River in compliance with any applicable State or Federal law related to storm water drainage and discharge (the "Drainage Improvements"). City shall not require Owner to construct on-site detention on any portion of the Land within the natural drainage area of the Land. If necessary, any off-site stormwater easements shall be obtained by the Owner with assistance from the City.

The Drainage Improvements may include excess capacity above and beyond (i) what is necessary to serve the Land and (ii) any existing or natural flow from adjacent properties. After the Drainage Improvements are constructed, Owner shall be solely responsible for negotiating agreements with adjacent property owner(s) who desire to use any excess capacity (if available) of the Drainage Improvements. Owner's engineer shall notify City engineer of the amount of flow discharge to the Drainage Improvements as agreed to by Owner and any adjacent property owner. City shall have no role in these negotiations or agreements. All such agreements shall be filed by Owner in the Bastrop County Records.

Section 6.05 Traffic Impact Analysis. The City and Owner agree the roadways depicted on the Amended Preliminary Plat are the roads needed to provide reasonable connectivity on the Land and the Owner will not have any financial obligations as related to the Existing TIA dated September 2015 and approved by the City. The Owner shall not be required to provide (i) additional study, modification, or amendment with respect to the Pecan Park Traffic Impact Analysis dated September 2015 prepared by Alliance Transportation Group ("Existing TIA"), or (ii) preparation or submittal of any new traffic analysis.

Section 6.06. Agnes Street Extension. The City will be responsible for all of the improvements associated with this 80' R.O.W. for the Agnes Street Extension included but not limited to; the design, engineering, construction management, permits, fees and inspections, street improvements (base, pavement, curb, gutter, grading, etc.), waterlines and connections, wastewater lines and connections, all dry utilities related to the street lighting, stormwater drainage and culverts/piping crossing located under the Agnes Street Extension R.O.W. that may be necessary to conform & accommodate the Owner's site master drainage plans, street signage, sidewalks, finish grading and landscaping, black street light poles, any off-site improvements, and any other associated

cost. The City agrees to complete construction of the Agnes Street Extension on or before May 1, 2025. The 80' R.O.W. for the Agnes Street Extension located within Pecan Park will be dedicated by the Owner to the City for the construction of the road upon the approval of the Pecan Park Amended Preliminary Plat and at the time of execution of this MOU Amendment by both parties. The City's design and construction of the Agnes Street Extension shall accommodate the Owner's Engineer's design and design heights for Orchard Parkway and Pecan Park's master planned drainage design across (and/or under) that the Agnes Street Extension R.O.W. and along the western boundary of the Pecan Park commercial areas.

Section 6.07 Greenleaf Fisk Drive. The construction of Greenleaf Fisk Drive may be postponed until the development of Lot 7 (Amended Preliminary Plat). Greenleaf Fisk Drive may be constructed in phases as needed to provide public access to final platted lot(s) located within Lot 7. If Lot 7 is platted as one (1) lot and not subdivided into smaller lots, Greenleaf Fisk Dr. shall be constructed in its entirety prior to the final plat being recorded. If the Agnes Street Extension is not completed by the City on or before May 1, 2025, the Owner may complete construction of the Agnes Street Extension. In that case the Owner will dedicate the 63' R.O.W. for Greenleaf Fisk Drive to the City and will not have any construction, financial or other obligations with respect to Greenleaf Fisk Drive.

Section 6.08 Orchard Parkway Extension. The Owner will complete Orchard Parkway located on their Land either in phases as Final Plats are filed or will complete the extension of Orchard Parkway to the Agnes Street Extension within one (1) year after the City's completion of construction of the Agnes Street Extension.

ARTICLE VII.
TERM, ASSIGNMENT AND REMEDIES

Section 7.01 Term. The term of this MOU Amendment will commence on the Effective Date and continue for fifteen (15) years, unless terminated on an earlier date under other provisions of this MOU Amendment or by written agreement of City and Owner. At any time prior to the expiration of fifteen (15) years, this MOU Amendment may be extended by mutual agreement of Owner and City for up to one (1) additional successive fifteen (15) year period.

Section 7.02 Termination and Amendment by Agreement. This MOU Amendment may be terminated or amended as to all or a portion of the Land at any time by mutual written consent of City and Owner. In addition, Owner may unilaterally terminate this MOU Amendment in the event that it elects not to proceed with any development under the MOU Amendment, for economic reasons or otherwise. Owner shall be required to demonstrate to the City at the time of termination, that all obligations of Owner, as contemplated by this MOU Amendment and all applicable City ordinances and regulations, have been met including all required infrastructure for existing recorded sections of the Project has been built or bonded, all parkland and amenities for existing platted sections have been provided, and a current, updated master development plan has been submitted depicting the Project, as it exists at the time of termination.

Section 7.03 Assignment.

a. This MOU Amendment, and the rights and obligations of Owner, in whole or in part, may be assigned to a subsequent Owner of all or a portion of the Land. Owner shall continue to be obligated for the performance of this MOU Amendment unless such assignment or partial assignment is approved by City Manager, which approval shall not be unreasonably withheld. City Manager reserves the right to take any assignment request to the City Council for approval, in his sole discretion. City shall have the right to request and be provided by Owner with reasonable information about assignee to determine assignee's general reputation and ability to perform the obligations so assigned. City approval shall be granted if:

(i) Assignee demonstrates its agreement to the terms of this MOU Amendment, and demonstrates that it is reasonably capable of performing the obligations assigned, as stated herein; and

(ii) Assignee has a reasonably acceptable reputation in the industry with experience in the development of projects of a similar nature, size and scope; Assignee shall provide the City Manager with a list of comparable developments, which list shall include the names and contact information (phone, address and email address) for references related to each development identified.

In the event City denies a request for approval of an assignment, the City shall specify the reasons for such denial in writing.

Any assignment will be in writing, specifically set forth the assigned rights and obligations and be executed by the proposed assignee prior to the City's approval of the Assignment.

b. Any assignment will be in writing, specifically set forth the assigned rights and obligations and be executed by the proposed assignee prior to the City's approval of the Assignment.

c. If City consents to such assignment, as set forth above, then the rights and obligations of the assignee and Owner or Original Owner will be severable, and Owner (or Original Owner) will not be liable for the nonperformance of the assignee, and vice versa. In the case of nonperformance by Owner (or Original Owner) or an assignee, City may pursue all remedies against that nonperforming party, but will not impede development activities of any performing party as a result of that nonperformance.

d. This MOU Amendment is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer or user who purchases any portion of the Land either as a lot or a structure.

Section 7.04 Remedies.

a. If City defaults under this MOU Amendment, Owner shall give notice setting forth the event of default ("Notice") to City. In addition, if City fails to cure any alleged default within a reasonable period of time, not less than forty-five (45) days after the date of the Notice and thereafter to diligently pursue such cure to completion, Owner may terminate this MOU Amendment by providing written notice to City as to all of the Land owned by Owner, or as to the portion of the Land affected by the default, and/or Owner may pursue injunctive relief from a court of proper jurisdiction.

b. If Owner defaults under this MOU Amendment, City shall give written Notice to Owner. If Owner fails to commence the cure of an alleged default specified in the Notice within a reasonable period of time, not less than forty-five (45) days, after the date of the Notice, and thereafter to diligently pursue such cure to completion, City may terminate the MOU Amendment and/or may pursue injunctive relief from a court of proper jurisdiction.

c. Each Party waives any action for damages against the other except for the recovery of attorneys' fees, as per subparagraph d below.

d. If either Party defaults, the prevailing Party in the dispute will be entitled to recover its reasonable attorney's fees, expenses, and court costs from the non-prevailing Party.

Section 7.05 Cooperation.

a. City and Owner each agree to cooperate with each other as may be reasonably necessary to carry out the intent of this MOU Amendment, including but not limited to the execution of such further documents as may be reasonably necessary.

b. City and Owner agree to coordinate and cooperate with each other, in connection with any permits or approvals Owner or City may need from Bluebonnet Electric Cooperative, LCRA, Bastrop County, TCEQ or any other regulatory authority in order to carry out the Concept Plan and the Project.

c. In the event of any third-party lawsuit or other claim relating to the validity of this MOU Amendment, Owner and City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this MOU Amendment.

d. Owner or City may initiate non-binding mediation on any issues in dispute and the other Party shall participate in good faith. The cost of mediation shall be a joint expense.

ARTICLE VIII.
MISCELLANEOUS
PROVISIONS

Section 8.01 Notice. Any notice given under this MOU Amendment must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; (iii) by personally delivering it to the Party, or any agent of the Party listed in this MOU Amendment, or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) business days after the date of mailing Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the Parties will, until changed as provided below, be as follows:

City:	City of Bastrop 1311 Chestnut Street P.O. Box 427 Bastrop, Texas 78602 Attn: City Manager Phone: (512) 332-8800
With Required Copy to:	Alan Bojorquez, City Attorney Bojorquez Law Firm, PC 12325 Hymeadow Drive Austin, Texas 78750 Phone: (512) 250-0411 Fax: (512) 250-0749
Owner:	DM Pecan Park Associates, Ltd. 3503 Wild Cherry Drive Building 8, Lakeway, TX 78738 Attn: Duke McDowell Phone: (512) 263-2214 Fax: (512) 263-2318
With Required Copy to:	David Hartman, Partner Smith-Robertson, LLC 1717 West Sixth Street, Ste. 295 Austin, Texas 78701 Phone: (512) 225-1704 Fax: (512) 225-1714

The Parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days' written notice to the other Party. Owner may, by giving at least five (5) days' written notice to City, designate additional parties to receive copies of notices under this MOU Amendment.

Section 8.02 Severability; Waiver. If any provision of this MOU Amendment is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this MOU Amendment is not affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this MOU Amendment which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other Party of any material provision of this MOU Amendment will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this MOU Amendment.

Section 8.03 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this MOU Amendment are governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Bastrop County, Texas.

Section 8.04 Conflict. Unless specifically modified by other provisions of this MOU Agreement, the City's development regulations and other ordinances, in effect at the time of the Owners filing of the Final Plat in the Bastrop County records, shall govern the development of the Project.

Section 8.05 Time. Time is of the essence of this MOU Amendment.

Section 8.06 Authority for Execution. City certifies, represents, and warrants that the execution of this MOU Amendment is duly authorized and adopted in conformity with the City Charter. Owner hereby certifies, represents, and warrants that the execution of this MOU Amendment is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of Owner.

Section 8.07 This MOU Amendment supersedes and replaces all prior agreements, reservations, preliminary plats, and/or understandings, that have been processed by Original Owner/Owner /predecessor owner through the City, with respect to the Land.

Section 8.08 Binding Effect. This MOU Amendment shall be binding upon, and shall inure to the benefit of, the undersigned Parties, and their respective heirs, legal representatives, successors-in-title and assigns.

Section 8.09 Entire Agreement. The terms, provisions, and conditions of this MOU Amendment apply only to the Commercial Property. The terms and provisions set forth in this MOU Amendment constitute the entire agreement and understanding between the Parties with

respect to the specific subject matter addressed herein and are hereby deemed to supersede all prior agreements and understandings (including, without limitation, those expressed originally in the MOU, to the extent inconsistent with the terms and provisions of this MOU Amendment) concerning the specific subject matter hereof. No subsequent modification or amendment of the terms and provisions of this MOU Amendment shall be effective unless it comports with the requirements for effective amendments to the MOU Amendment as set forth in Section 7.02 of the MOU Amendment.

Section 8.10 Counterparts. This MOU Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which are identical.

Section 8.11 Exhibits.

The following Exhibits are attached to this MOU Amendment, and made a part hereof for all purposes:

Exhibit "A"	-	Legal Description of Commercial Property
Exhibit "B"	-	Concept Plan
Exhibit "C"	-	Intentionally Left Blank
Exhibit "D"	-	Sign Plan & Designs for Commercial Property

The undersigned parties have executed this MOU Amendment on the dates indicated below.

CITY OF BASTROP

By: _____

Paul Hofmann, City Manager for the City of Bastrop

Date: _____

ATTEST:

By: _____

Printed Name: _____

Title: _____

STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me the ___ day of _____ , 2022, By Paul Hofmann, City Manager for the City of Bastrop, on behalf of the City.

_____

Notary Public Signature

OWNER

DM Pecan Park Associates, Ltd.,

a Texas limited partnership

By: McDowell Development, LLC

A Texas limited liability company

its General Partner

_____

By: Duke McDowell, Manager

Date: _____

ATTEST:

By: _____

Printed Name: _____

Title: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me the ___ day of_____ , 2022, by Duke McDowell, Manager of McDowell Development, LLC, a Texas limited liability company, General Partner of DM Pecan Park Associates, Ltd., a Texas limited partnership on behalf of said limited liability company and limited partnership.

_____

Notary Public Signature

EXHIBIT "A"

Legal Description for Commercial Property

Parcel 1: Block 8, Lot 1, The Final Plat of Pecan Park Commercial, a subdivision in Bastrop County, Texas, according to the map or plat thereof, recorded in Cabinet 7, Page 18-A of the Plat records of Bastrop County, Texas. (7.258 acres).

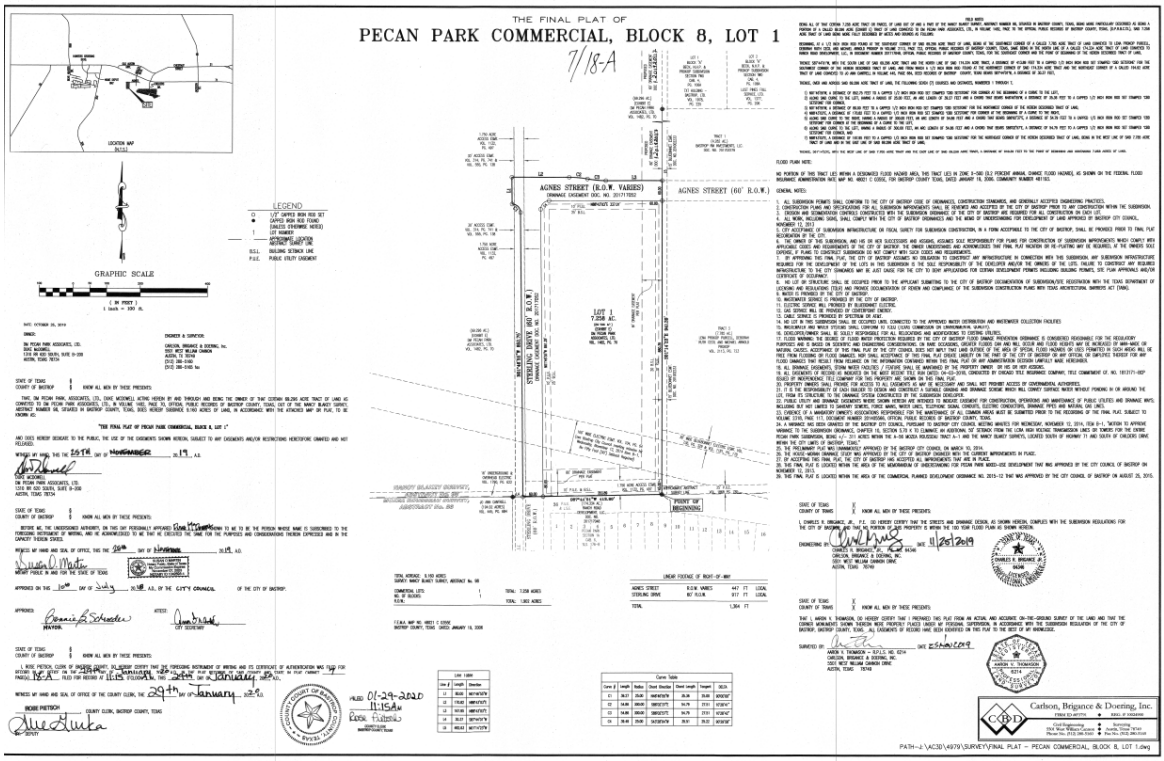
Parcel 2: Common Area 1, Pecan Park Commercial Phase 1, a subdivision in Bastrop County, Texas, according to the map or plat thereof, recorded in Book 5, Page 146-A of the Plat records of Bastrop County, Texas. (0.126 acres).

Parcel 3: 55.355 acres, more or less, located in Bastrop County, Texas, as more particularly described by metes and bounds on attached Exhibit A-1 attached hereto and incorporated herein for all purposes.

Parcel 1, Parcel 2, and Parcel 3 collectively, the Commercial Property.

EXHIBIT "A"

Parcel 1



Parcel 2

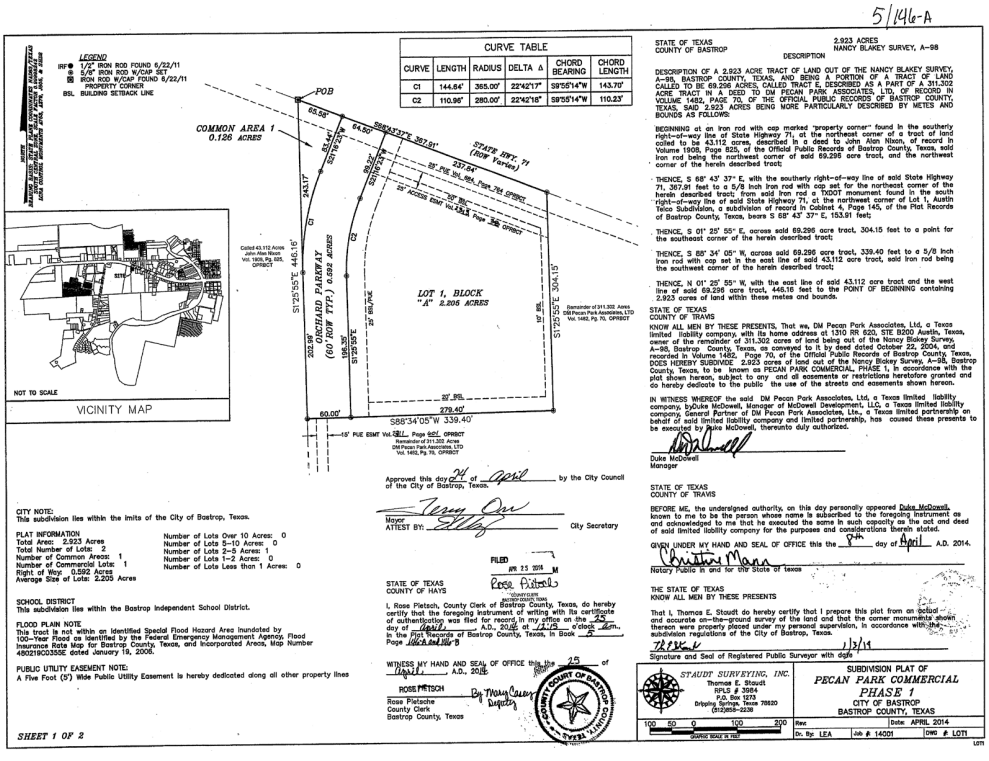
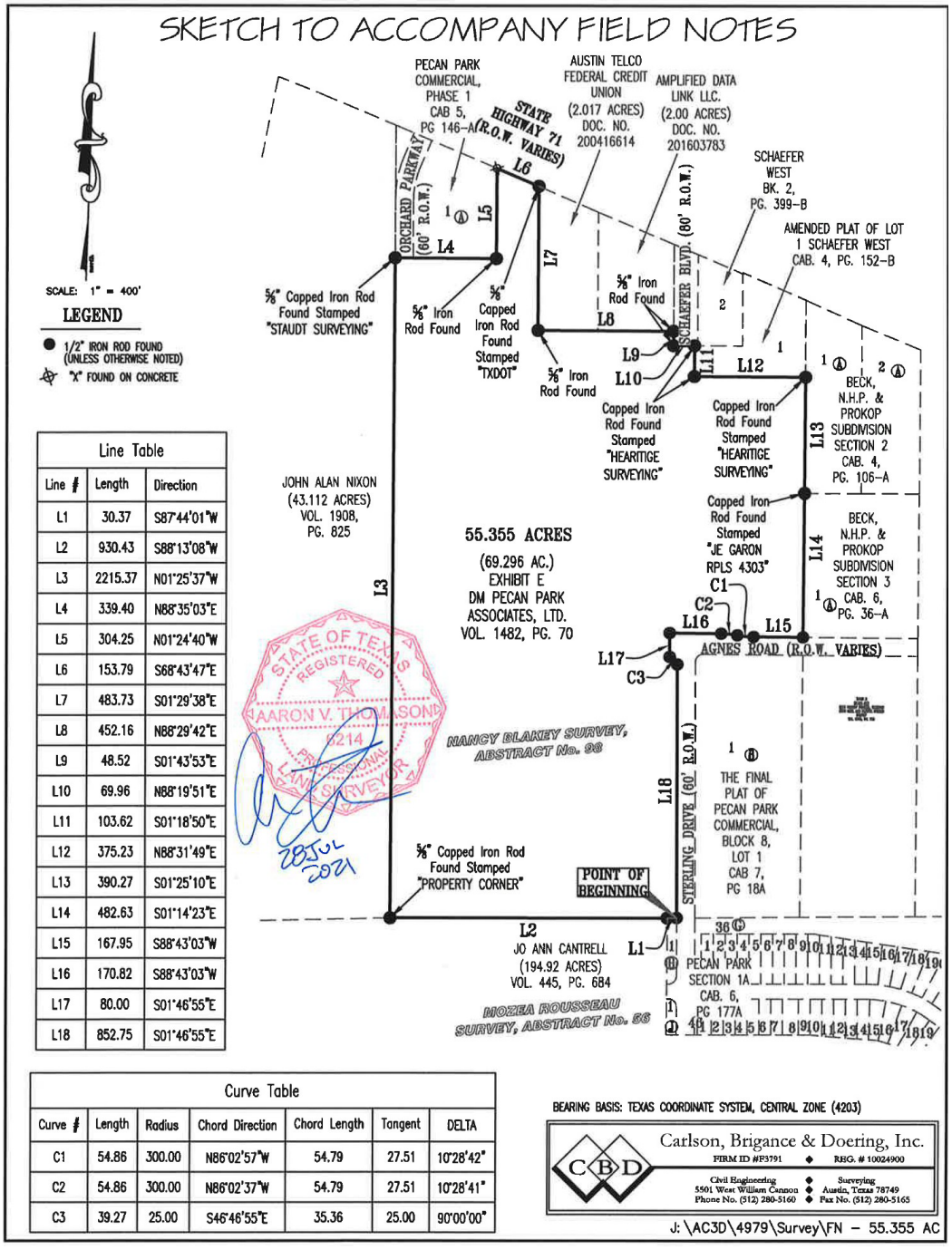


EXHIBIT "A"

Parcel 3



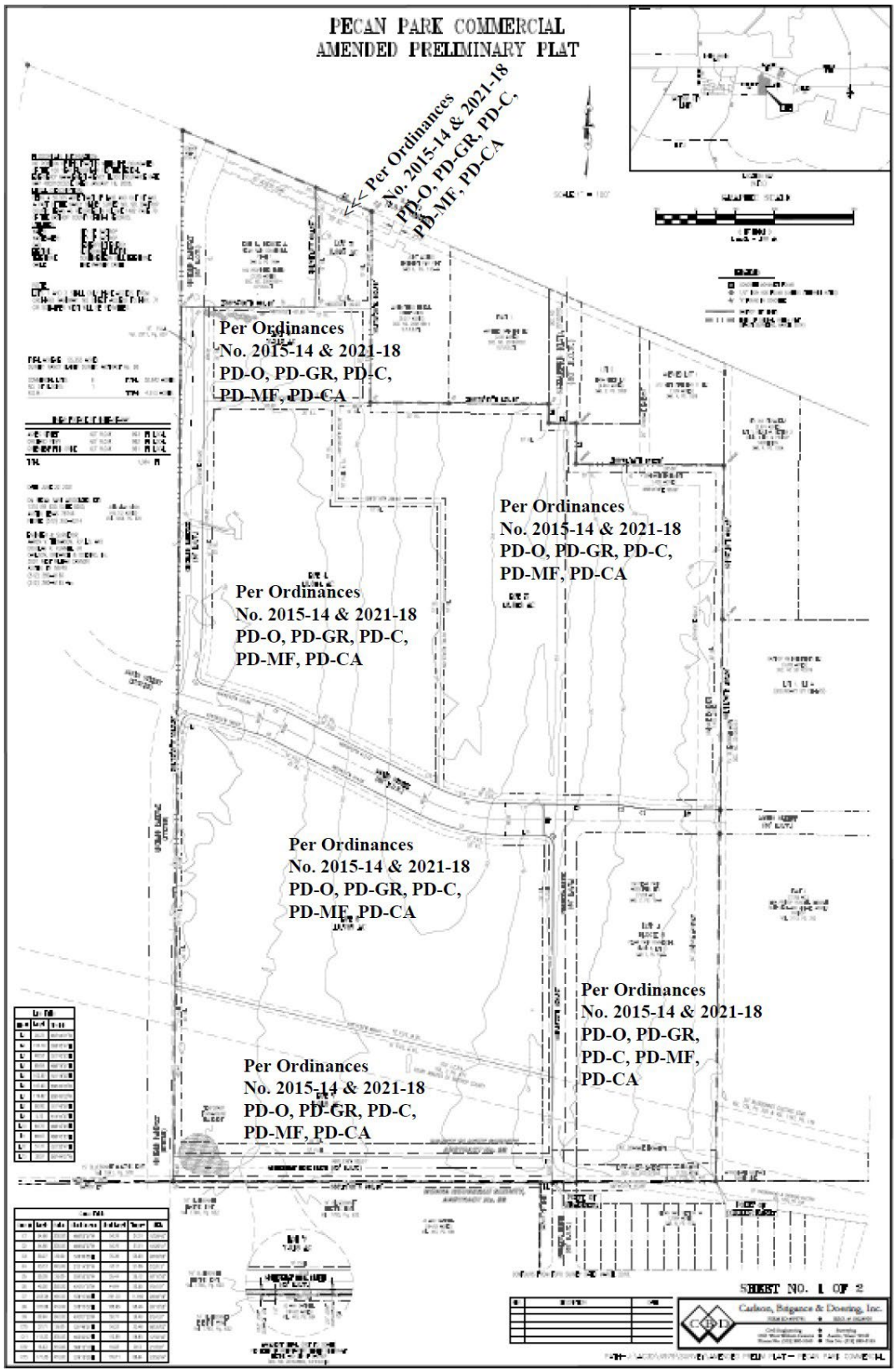
Line Table		
Line #	Length	Direction
L1	30.37	S87°44'01"W
L2	930.43	S88°13'08"W
L3	2215.37	N01°25'37"W
L4	339.40	N88°35'03"E
L5	304.25	N01°24'40"W
L6	153.79	S68°43'47"E
L7	483.73	S01°29'38"E
L8	452.16	N88°29'42"E
L9	48.52	S01°43'53"E
L10	69.96	N88°19'51"E
L11	103.62	S01°18'50"E
L12	375.23	N88°31'49"E
L13	390.27	S01°25'10"E
L14	482.63	S01°14'23"E
L15	167.95	S88°43'03"W
L16	170.82	S88°43'03"W
L17	80.00	S01°46'55"E
L18	852.75	S01°46'55"E

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	54.86	300.00	N86°02'57"W	54.79	27.51	10°28'42"
C2	54.86	300.00	N86°02'37"W	54.79	27.51	10°28'41"
C3	39.27	25.00	S46°46'55"E	35.36	25.00	90°00'00"

{002.00230308.3}

EXHIBIT "B"

Concept Plan



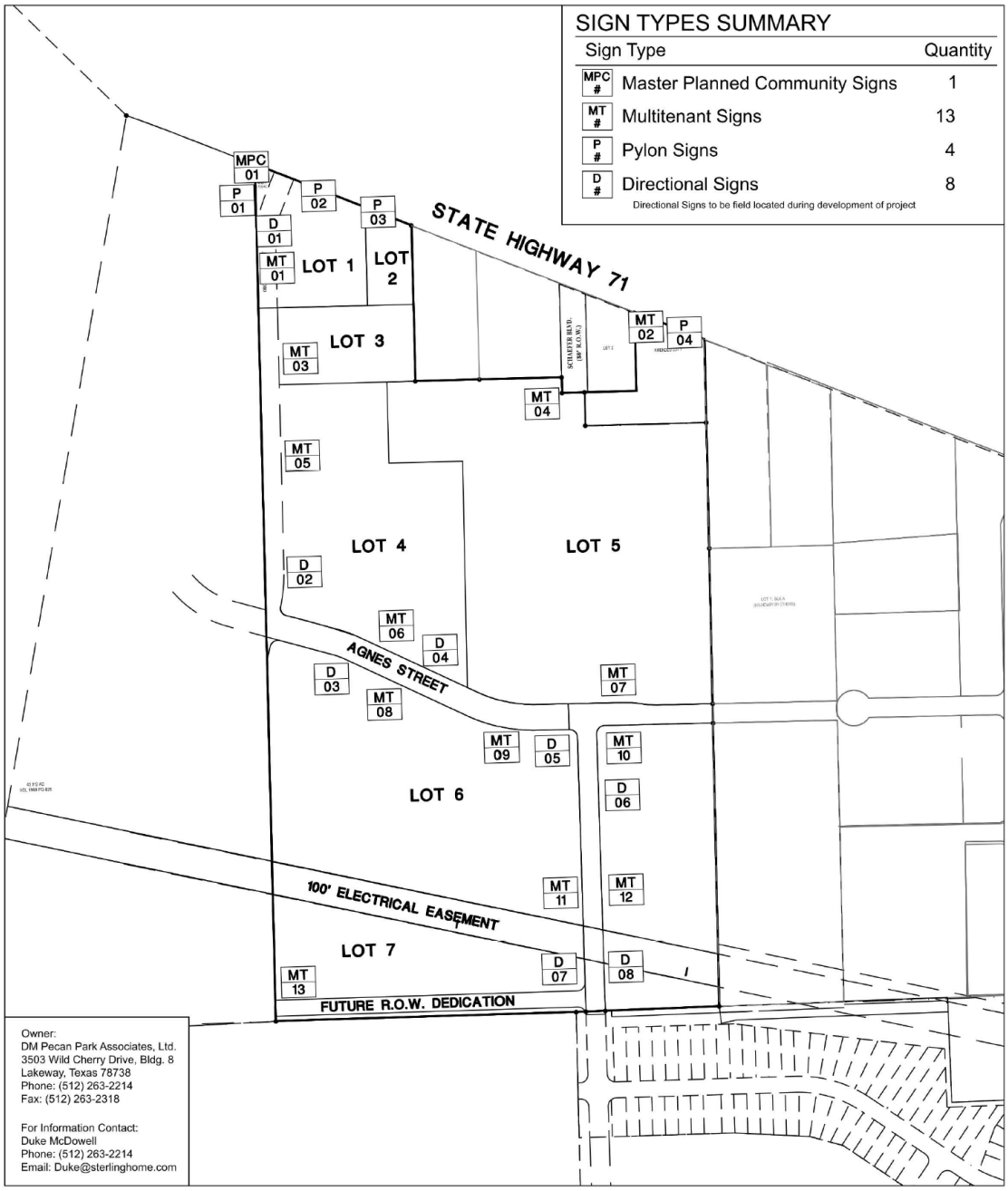
{002.00230308.3}

EXHIBIT "C"

Intentionally Left Blank

EXHIBIT "D"

Sign Plan for Commercial Area



SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS

COMMERCIAL MASTER SIGN PLAN

PECAN PARK
BASTROP, TEXAS

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. Plan is subject to change.

{002.00230308.3}

EXHIBIT "D"

Sign Plan Designs for Commercial Area

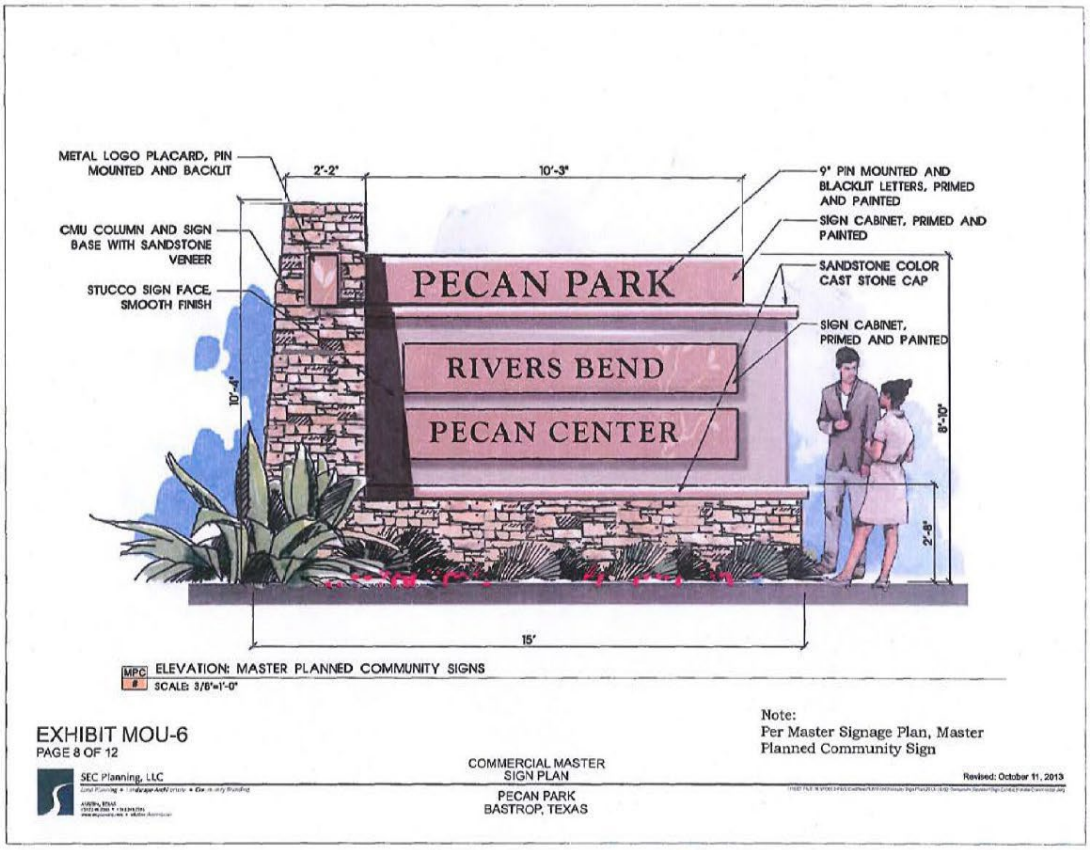
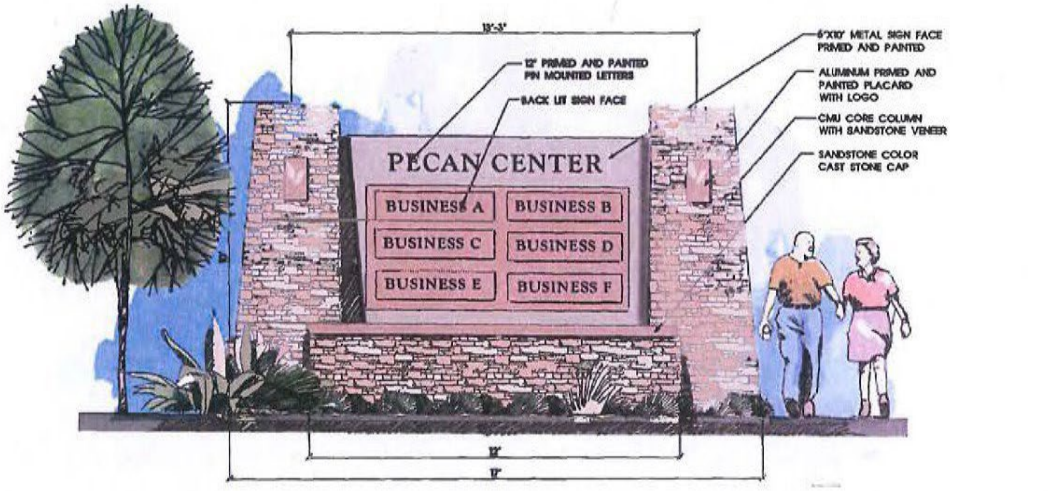


EXHIBIT "D"

Sign Plan Designs for Commercial Area



MT 9 ELEVATION: MULTI-TENANT SIGNS
SCALE: 1/4"=1'-0"

Note:
Per Master Signage Plan, Multi-Tenant Sign

EXHIBIT MOU-6
PAGE 9 OF 12

SEC Planning, LLC

COMMERCIAL MASTER SIGN PLAN
PECAN PARK
BASTROP, TEXAS

Revised: October 11, 2013

EXHIBIT "D"

Sign Plan Designs for Commercial Area

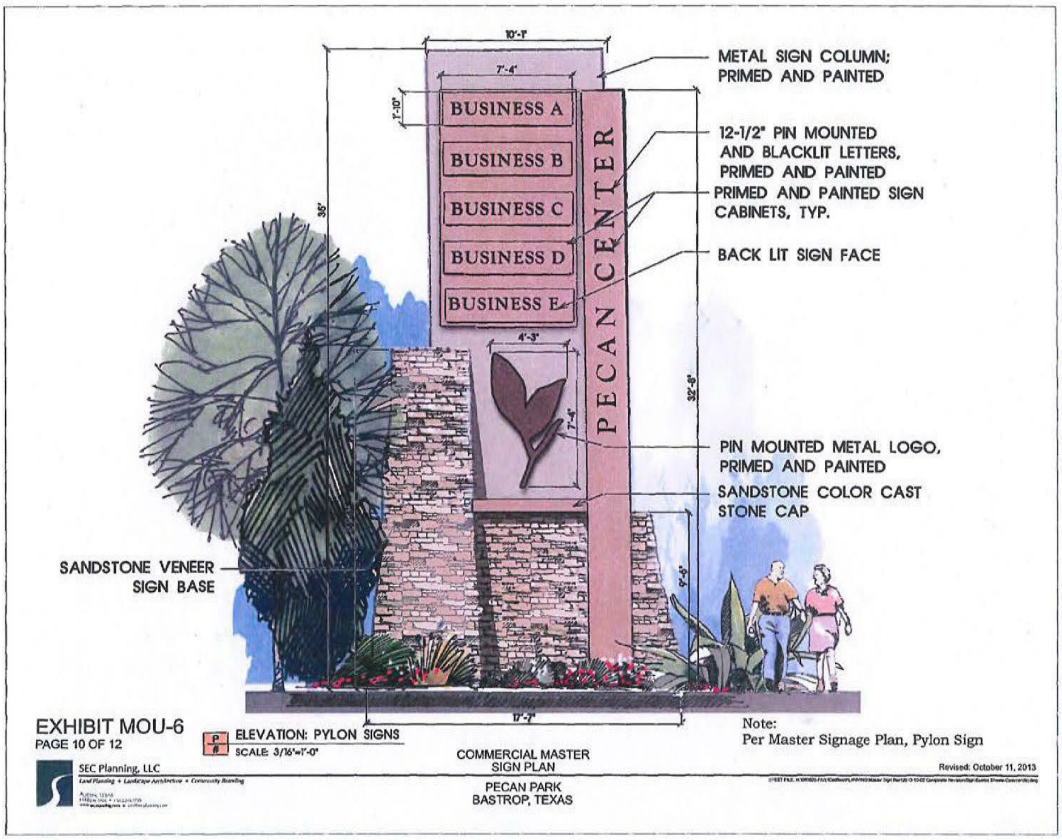
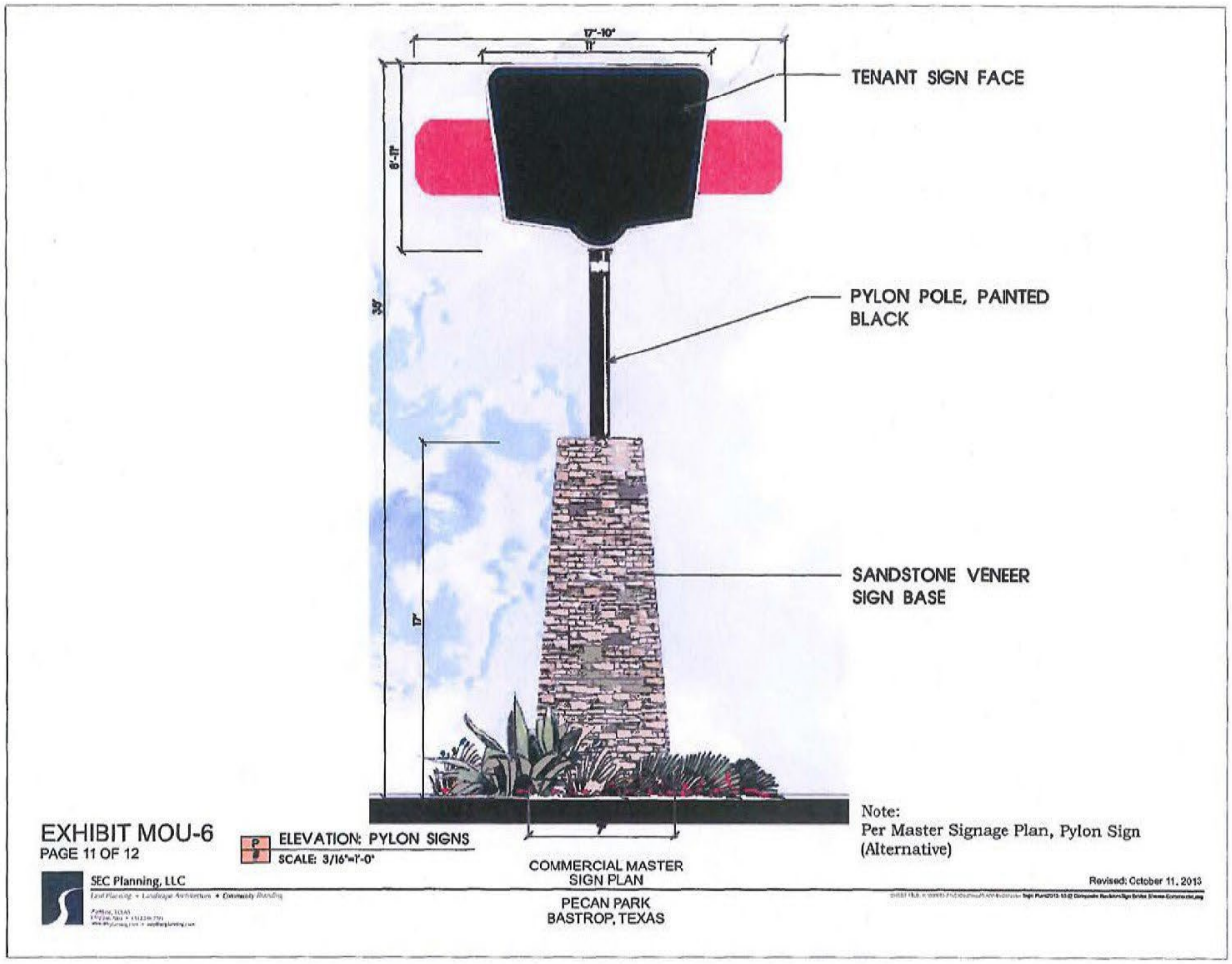


EXHIBIT "D"

Sign Plan Designs for Commercial Area



{002.00230308.3}

STAFF REPORT

MEETING DATE: July 12, 2022

TITLE:
Consider action to approve Resolution No. R-2022-55 for approving an appeal of a Certificate of Appropriateness to paint the rear masonry wall of the building at 910 & 912 Main Street, on 0.17 acres of Building Block 9 West of Water Street, known as the Kleinert and Kesselus buildings, attached in Exhibit A; authorizing the city manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:
Jennifer C. Bills, Director of Planning & Development

BACKGROUND/HISTORY:
The businesses occupying 910 and 912 Main Street, Astro Records and The Painted Porch Bookstore, painted a mural on the rear wall of the building, which faces Alley B. This work was done without a Certificate of Appropriateness. Upon receiving a Notice of Violation, the applicant promptly submitted their application for this CoA. The building is historically designated at the state level and is part of the Bastrop Commercial District.

The Historic Landmark Commission considered the item on February 16, 2022 and March 10, 2022. The Commission voted on a motion to approve the COA with following conditions; No further changes to be made to the building without HLC presentation and approval, and any damages to the building or brick as a result of the using the incorrect paint be corrected by the owner and present to HLC prior to making these changes. The motion failed by a vote of two to three. No replacement motion was proposed, so the Certificate of Appropriateness was denied.

Section 9.3.005 of the Bastrop Building Block Code allows the applicant to appeal a decision by the HLC to City Council.

Please see the attached memo for additional background information.

RECOMMENDATION:
Consider action to approve Resolution No. R-2022-55 approving the appeal of the Certificate of Appropriateness and provide direction to Planning Staff on any punitive action to be taken for working prior to a COA being approved.

ATTACHMENTS:
- Resolution R-2022-55
- Exhibit A – Certificate of Appropriateness
- Background Memo
- Attachment 1: March 10, 2022 Report to HLC
- Attachment 2: Applicant Appeal

RESOLUTION NO. R-2022-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING AN APPEAL TO APPROVE A CERTIFICATE OF APPROPRIATENESS TO PAINT THE REAR MASONRY WALL OF THE BUILDING AT 910 & 912 MAIN STREET, ON 0.17 ACRES OF BUILDING BLOCK 9 WEST OF WATER STREET, KNOWN AS THE KLEINERT AND KESSELUS BUILDINGS, ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council has adopted the Bastrop Building Block (B^3) Code and related codes that provide a process for designating Historic Landmarks and approving Certificates of Appropriateness for changes to historic sites and structures; and

WHEREAS, The City Council also understands the importance of maintaining and enhancing the historic community feel by preserving the existing historic landmarks that make Bastrop unique; and

WHEREAS, the Chapter 211 of the Texas Local Government Code allows municipalities the authority to designate places and areas as historic landmarks; and

WHEREAS, 910/912 Main Street is designated as a Recorded Texas Historic Landmark by the Texas Historical Commission and is located within the Bastrop Commercial National Register Historic District; and

WHEREAS, the Historic Landmark Commission reviewed and denied a Certificate of Appropriateness for painting a masonry wall; and

WHEREAS, the owner of 910/912 Main Street has requested an appeal of the Historic Landmark Commission to the City Council.

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

Section 1: That the City Manager will execute the Certificate of Appropriateness, 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 9th day of March, 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

CERTIFICATE OF APPROPRIATENESS

Project:	#21-000365 – COA #22-000165 - Appeal
Address:	910 & 912 Main Street Bastrop, TX 78602
Status:	Approved

Requested Scope:

1. Perform a soft wash with pressure below 1000 psi.
2. Apply elastomeric paint over the existing brick and grout, as shown in the attached.

Approved:

Paul A. Hofmann
City Manager

Attest:

Ann Franklin
City Secretary

**This does not constitute as site development plan or permit approval. Permits must be submitted and approved after Certificate of Appropriateness approval is received*.


THE PAINTED PORCH
BOOKSHOP

TO: Paul A. Hofmann, City Manager

From: Jennifer C. Bills, Director of Planning & Development

Date: July 6, 2022

Subject: Certificate of Appropriateness Appeal 910/912 Main Street

==========

ITEM DETAILS:

Site Address: 910/912 Main Street
Property Owner: Ryan and Samantha Holiday
Agent: Jane Knight
Current Use: Commercial
Existing Zoning: P5 Core
Designations: Texas Medallion, in National Register Bastrop Commercial District

BACKGROUND/HISTORY:

The businesses occupying 910 and 912 Main Street, Astro Records and The Painted Porch Bookstore, painted a mural on the rear wall of the building, which faces Alley B. This work was done without a Certificate of Appropriateness. Upon receiving a Notice of Violation, the applicant promptly submitted their application for this CoA. The building is historically designated at the state level and is part of the Bastrop Commercial District.

As seen in the attachments to the March 10, 2022 Historic Landmark Commission report, the applicant indicates that the cleaning process was done in a manner that did not damage the wall (Attachment 2), and elastomeric paints designed for masonry surfaces were used (Attachment 4); however, painting brick on historic buildings is not advisable. Staff has attached a memo from the Building Official with industry data on painting exposed masonry and brick (Attachment 5). Once a masonry surface has been painted, it is very hard to remove.

At the February 16, 2022, meeting, the Commission reviewed this case and requested more information on actions that could be taken for starting/completing work prior to receiving approval from the HLC and if there are feasible options for removing the paint from the wall.

Staff has presented the information to legal staff. For violation of Section 9.3.001 Requirement for a Certificate of Appropriateness, the City can file a criminal case for violation of this section. If convicted, they will be guilty of a misdemeanor, for which the fine can range between $1 - $500. If there are additional violations of the code, each violation can be filed as a separate charge. The violation can be filed regardless of the approval or denial of the Certificate of Appropriateness for the paint. If the HLC requires the mural to be removed, the City would have to seek a civil order from the court mandating the property be put back in compliance with the code.

In Attachment 6, the Building Official has provided pictures of existing brick in the Bastrop Commercial National Register District that shows different types of brick and the damage that can be done from improperly applied and removed paint.

At the March 10, 2022 meeting, the Commission reviewed the additional information and voted on a motion to approve the COA with following conditions; No further changes to be made to the building without HLC presentation and approval, and any damages to the building or brick as a result of the using the incorrect paint be corrected by the owner and present to HLC prior to making these changes. The

motion failed by a vote of two to three. No replacement motion was proposed, so the Certificate of Appropriateness was denied.

The applicant has appealed the decision by the Historic Landmark Commission to City Council (Attachment 2).

With the review of fees conducted with the annual budget, Planning Staff will be proposing new fees that are specific to conducting working prior to receiving Planning approvals. Fees have already been established for conducting work without a building permit.

POLICY EXPLANATION:
When a Certificate of Appropriateness is required, no work can begin before the Historic Preservation Officer, or the Commission has first issued a Certificate of Appropriateness. The Certificate of Appropriateness shall be in addition to and not in lieu of any permits required (i.e. building, sign, alcohol, etc.). The Building Official cannot approve any application for a sign or building permit to a structure and/or site that requires but does not have a Certificate of Appropriateness.

Section 9.3.006 Criteria of Approval of a Certificate of Appropriateness (COA)

(1) In considering an application for a Certificate of Appropriateness, the commission shall be guided by any locally adopted design standards, and where applicable, the following from the *Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings.* Any adopted design standards and *Secretary of the Interior's Standards* shall be made to the property owners of historic landmarks. (relevant criteria bolded)

(A) Every reasonable effort shall be made to adapt the property in a manner which requires minimal alteration of the building, structure, object, or site and its environment.

(B) The distinguishing original qualities or character of a building, structure, object, or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.

(C) All buildings, structures, objects, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier or later appearance shall be discouraged.

(D) Changes that may have taken place in the course of time are evidence of the history and development of a building, structure, object, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.

(E) Distinctive stylistic features or examples of skilled craftsmanship which characterize, a building, structure, object, or site shall be kept to the greatest extent practical.

(F) Deteriorated architectural features shall be repaired rather than replaced, wherever possible. **In the event replacement is necessary, the new material should reflect the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historical, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other building or structures.**

(G) The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.

(H) Every reasonable effort shall be made to protect and preserve archeological resources affected by, or adjacent to, any project.

(I) Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural, or cultural material, and such design is compatible with the size, color, material, and character of the property, neighborhood, or environment.

(J) Wherever possible, new additions or alterations to buildings, structures, objects, or sites shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the building, structure, object, or site would be unimpaired.

SEC. 9.3.005 Historic Landmark Commission Approval of Certificate of Appropriateness

(c) An Applicant for a Certificate of Appropriateness who is dissatisfied with the action of the Historic Landmark Commission relating to the issuance or denial of a Certificate of Appropriateness shall have the right to Appeal the determination to the City Council. The Applicant has 15 calendar days from date of the Historic Landmark Commission action to file for the Appeal. The Appeal request will be placed on the next available City Council agenda. To be considered, the Appeal shall set forth in writing the grounds for such Appeal and shall provide the City with any pertinent evidence and all related documentation related to the Appeal. The City Council shall use the adopted approval criteria for the Appeal review.

RECOMMENDATION:

Consider action on Resolution No. R-2022-55 approving the appeal of the Certificate of Appropriateness and provide direction to Planning Staff on any punitive action to be taken for working prior to a COA being approved.

STAFF REPORT

MEETING DATE: March 10, 2022 **AGENDA ITEM:** 3D

TITLE:
Consider action on a Certificate of Appropriateness from the February 16, 2022, for painting masonry on 0.17 acres of Building Block 9 West of Water Street, located at 910 and 912 Main Street, known as the Kleinert and Kesselus Buildings, Texas Medallion Historic Structures and within the National Register Bastrop Commercial District.

STAFF REPRESENTATIVE:
Jennifer C. Bills, Director of Planning & Development/Historic Preservation Officer
Allison Land, Senior Planner

ITEM DETAILS:

Site Address:	910/912 Main Street
Property Owner:	Ryan and Samantha Holiday
Agent:	Braden Wood
Current Use:	Commercial
Existing Zoning:	P5 Core
Designations:	Texas Medallion, in National Register Bastrop Commercial District

BACKGROUND/HISTORY:
The businesses occupying 910 and 912 Main Street, Astro Records and The Painted Porch Bookstore, painted a mural on the rear wall of the building, which faces Alley B. This work was done without a Certificate of Appropriateness. Upon receiving a Notice of Violation, the applicant promptly submitted their application for this CoA. The building is historically designated at the state level and is part of the Bastrop Commercial District.

As seen in the attachments, the applicant indicates that the cleaning process was done in a manner that did not damage the wall (Attachment 2), and elastomeric paints designed for masonry surfaces were used (Attachment 4); however, painting brick on historic buildings is not advisable. Staff has attached a memo from the Building Official with industry data on painting exposed masonry and brick (Attachment 5). Once a masonry surface has been painted, it is very hard to remove.

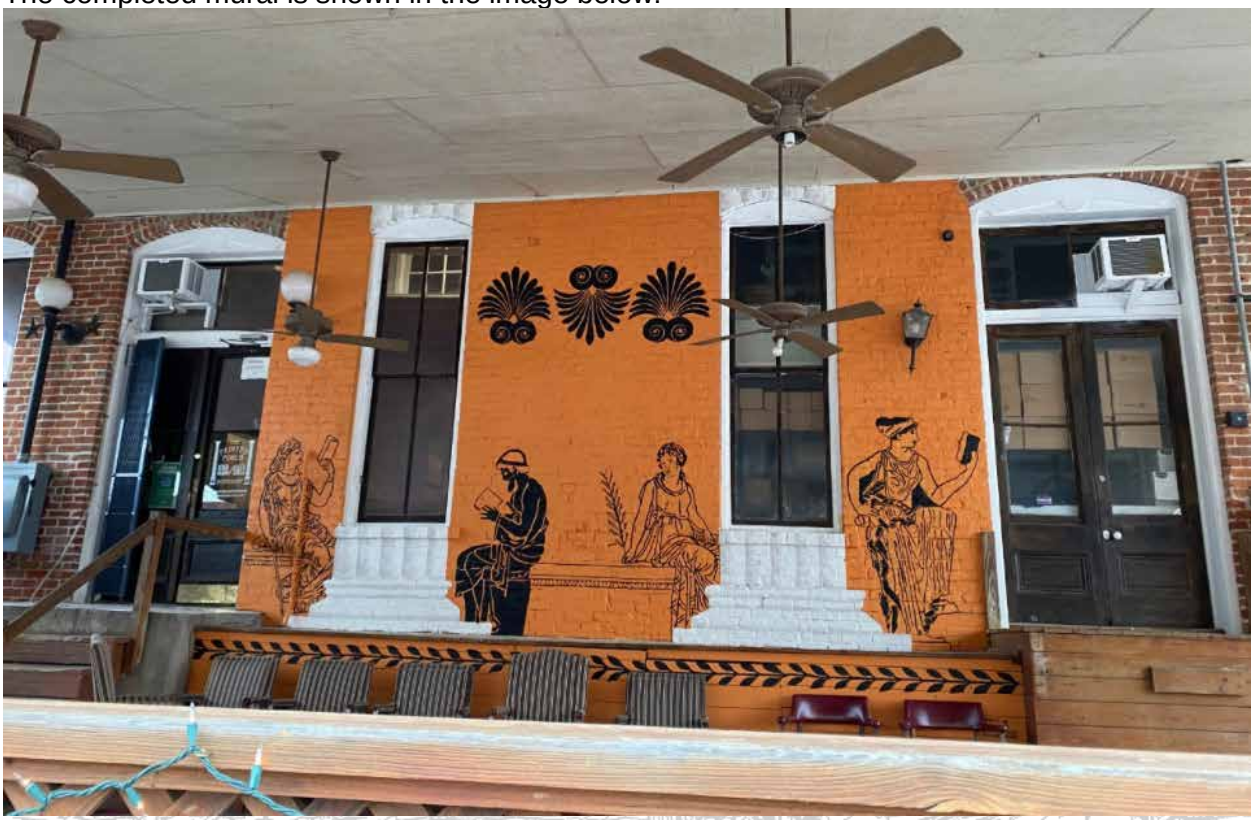
The location of the mural and business is shown below:



The view from the alley is shown below:



The completed mural is shown in the image below:



At the February 16, 2022, meeting, the Commission reviewed this case and requested more information on actions that could be taken for starting/completing work prior to receiving approval from the HLC and if there are feasible options for removing the paint from the wall.

Staff has presented the information to legal staff. For violation of Section 9.3.001 Requirement for a Certificate of Appropriateness, the City can file a criminal case for violation of this section. If convicted, they will be guilty of a misdemeanor, for which the fine can range between $1 - $500. If there are additional violations of the code, each violation can be filed as a separate charge. The violation can be filed regardless of the approval or denial of the Certificate of Appropriateness for the paint. If the HLC requires the mural to be removed, the City would have to seek a civil order from the court mandating the property be put back in compliance with the code.

In Attachment 6, the Building Official has provided pictures of existing brick in the Bastrop Commercial National Register District that shows different types of brick and the damage that can be done from improperly applied and removed paint.

POLICY EXPLANATION:
When a Certificate of Appropriateness is required, no work can begin before the Historic Preservation Officer, or the Commission has first issued a Certificate of Appropriateness. The Certificate of Appropriateness shall be in addition to and not in lieu of any permits required (i.e. building, sign, alcohol, etc.). The Building Official cannot approve any application for a sign or building permit to a structure and/or site that requires but does not have a Certificate of Appropriateness.

Section 9.3.006 Criteria of Approval of a Certificate of Appropriateness (COA)

(1) In considering an application for a Certificate of Appropriateness, the commission shall be guided by any locally adopted design standards, and where applicable, the following from the *Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings.* Any adopted design standards and *Secretary of the Interior's Standards* shall be made to the property owners of historic landmarks.

(A) Every reasonable effort shall be made to adapt the property in a manner which requires minimal alteration of the building, structure, object, or site and its environment.

(B) The distinguishing original qualities or character of a building, structure, object, or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.

(C) All buildings, structures, objects, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier or later appearance shall be discouraged.

(D) Changes that may have taken place in the course of time are evidence of the history and development of a building, structure, object, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.

(E) Distinctive stylistic features or examples of skilled craftsmanship which characterize, a building, structure, object, or site shall be kept to the greatest extent practical.

(F) Deteriorated architectural features shall be repaired rather than replaced, wherever possible. **In the event replacement is necessary, the new material should reflect the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historical, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other building or structures.**

(G) The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.

(H) Every reasonable effort shall be made to protect and preserve archeological resources affected by, or adjacent to, any project.

(I) Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural, or cultural material, and such design is compatible with the size, color, material, and character of the property, neighborhood, or environment.

(J) Wherever possible, new additions or alterations to buildings, structures, objects, or sites shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the building, structure, object, or site would be unimpaired.

RECOMMENDATION:
Consider action on a Certificate of Appropriateness for painting masonry on 0.17 acres of Building Block 9 West of Water Street, located at 910 and 912 Main Street, known as the Kleinert and Kesselus Buildings, Texas Medallion Historic Structures and within the National Register Bastrop Commercial District.

ATTACHMENTS:

- Attachment 1: Project Description Letter
- Attachment 2: Cleaning Process Letter
- Attachment 3: Art Institute of Austin Letter
- Attachment 4: Green Design Build Letter
- Attachment 5: Memo from Building Official
- Attachment 6: Brick Examples



Book Mural

Prepared for: City of Bastrop Permitting Office

Prepared by: Braden T. Wood, Personal Assistant and Project Coordinator

December 29, 2021

EXECUTIVE SUMMARY

Goals

The goal of this mural is to highlight the importance of bookstores and more importantly the reading of books. Our intentions are not to advertise or market books but rather to create an experience and a cool space for all those who enter the store from the alleyway.

Project Outline

This mural shows an image of four individuals reading books. By looking at the dress of the individuals, one can see that the mural carries the theme of ancient philosophers who prioritized the reading of books. We wanted to make a simple piece of art that would make the back of this building a little more presentable to those who entered the book store from the back alleyway.

- All materials used in the creation of this mural were carefully chosen. We specifically used elastomeric brick paints so that the brick could breath and have longevity over the years. (In the material description, you can see the paints that were used.)
- The brick was cleaned prior to the painting of the mural.
- All the painting was done by local art students.
- The mural is approximately 20Wx10T.
- Only 20% of the mural can be seen from those driving in the alleyway. One must be on or very near the awning of “Painted Porch” in order to see the full mural.
- The address of this mural is located underneath the back awning of 910 Main St. Bastrop, Tx 78602 or the business of “Painted Porch Bookstore.”

Hello,

So what takes place during a vertical surface being cleaned that has grout, such as brick. Is what is referred to as a soft wash. We use chemicals to killand loosen any organic growth on the surface. Such as mildew, algae, cob webs, dirt dauber nests, spider webs, etc… after we apply the cleaner, we let it dwell for about 10 to 15 minutes. After that time, we soft wash away the grime. Soft wash meaning, any pressure under 1,000psi. As do not damage the grout in between bricks. After the wall dries. We applied an elastomeric paint to the wall. That's most of the work I can think of that went into my part of the wall mural.

Colby

CEO and owner of Power- washing pros

January 19th, 2022

To all parties concerned with the integrity or fortitude of the Painted Porch Bookshop mural:

I understand the concerns with painting a historic building and I'm writing to you to elaborate on the careful decision-making process behind the mural for The Painted Porch Bookshop.

I have done extensive research as well as coordinating with other professionals with high experience to select the paint used for the mural. I wanted to ensure that the type of paint used would not be detrimental to the bricks of the building and maintained the fortitude of the building. Elastomeric Masonry Brick Exterior Paint was chosen specifically for the longevity of the wall and the mural alike. This paint creates a secure coating on the surface so that moisture is unable to intrude the walls. Elastomeric paint is stretchy and can shift with the wall to withstand climate changes and even settling of the structure.

The wall was meticulously prepped by a highly reputable team from the Mural Supply Company out of Austin and the process and concerns were discussed and agreed upon by all parties. For the preparation of the wall, holes and cracks were sealed before beginning. The bricks were then power-washed, scrubbed, and thoroughly dried before applying the base coat of the elastomeric paint. The Mural Supply Company has wide-ranging experience in wall preparations, various types of paint, and murals.

Each step behind the making of the mural for the Painted Porch was delicately chosen with the spirit of the building in mind out of respect for its history and for my clients.

Sincerely,

Cassandra "Jynx" Garza
Head Designer and Artist
Future Graduate of The Art Institute of Austin

GREEN DESIGN BUILD LLC

January 28, 2022

Re: Elastomeric Paint over Brick

Property: 910 Main Street Bastrop, TX 78602

Requested By: Mr. Braden Wood

For: City of Bastrop

To Whom It May Concern,

The question was posed to me regarding the effects the application of elastomeric paint over brick. As a Registered Licensed Building Professional as well as the recipient of the most coveted award given by the Construction Specifications Institute, I can emphatically say that a quality elastomeric paint applied to a masonry surface has absolutely no harmful effect to brick. The elastomeric paint must be applied per the manufacturer's specifications. Elastomeric paint is a coating specifically made to protect masonry surfaces. Like other paints, it is applied in liquid form, which then hardens into a flexible, watertight covering. This paint can stretch and return to its original form without causing damage if applied correctly.

One of the best reasons to use elastomeric paint is that it places a secure coating on the surface you are painting. This coating creates a barrier so that moisture is unable to penetrate the walls. This will work well on surfaces such as masonry, stucco, poured concrete, roofs, bricks, wood, and metal. Brick and mortar construction exposed to the elements of weather, i.e. rain, wind, heat and cold weather, over a period of time can lose its structural integrity due to moisture infiltration to not only to mortar but the bricks as well.

Elastomeric's were specifically designed to form a moisture resistance barrier with enhanced adhesion characteristics that maintain the ability to expand and contract with extreme temperatures. Another justification for the application of elastomeric paint to older brick surfaces known and proven to be true is its ability to seal cracks, crevices, and imperfections that may have developed over a period of time. Elastomeric paint unlike other paints, is more costly but has an extremely long lifespan. The application of a quality elastomeric to a brick-and-mortar surface does no harm to the brick-and-mortar; this application only enhances the longevity, moisture resistance and durability to the area of the wall to which it was applied.

It was my professional observation of the area to which the elastomeric paint was applied has provided a much-needed application or pointing-up to ensure many more years of survivability.

Sincerely,

Larry E. Stephenson Sr, (CPBD AIBD)
cc. File

N.C.B.D.C. NATIONAL COUNCIL OF BUILDING DESIGNER CERTIFICATION
Larry Eugene Stephenson CERTIFICATION NO. 44-785

5400 MOON SHADOW DR. AUSTIN, TX 78735 * (512) 423-3826 CELL*(866)406-6674 FAX

TO: Jennifer Bills, Director of Planning & Development

From: Shirley Ellis, Building Official

Date: February 9, 2022

Subject: Painting Exterior Masonry on a Historic Building

DATA FROM THE INDUSTRY

According to preservation best practices, unpainted masonry houses and buildings should not be painted. Brick is chosen as a building material due to its durability and built-in color, so for the most part, brick is not made with the intention of being painted. According to the Brick Industry Associations. If your historic house or building has been painted for years, your masonry is probably deteriorating or damaged. Deterioration can happen if bricks are too soft.

Brick "breathes." Unless it can't. Trapped moisture is the main issue in the relationship between brick and paint. "Once you put a membrane [like paint] over the brick, it can no longer breathe," says Mike Palmer, a masonry contractor and president of the upstate New York chapter of Mason Contractors Association of America.

If you paint the exterior brick and there's moisture trapped in it, "once you go through a freeze-and-thaw cycle, [the brick can] degrade as moisture freezes inside it," Palmer says.
When exterior brick erodes — and if the mortar between the brick erodes — your home's structural integrity is at risk.

Before choosing to paint brick, consider the following: the Brick Industry Association advises using a porous or highly vapor-permeable paint for exterior brick walls, so the brick can breathe. Historic preservation masonry supply companies are available across the country to provide you with the right breathable paint for your project.

“Choosing a high-quality paint is vital for painting brick successfully,” says Rick Watson, Sherwin-Willliams. Watson recommends using specific masonry paint products for painting brick, starting out with a conditioner and a primer, and then using a breathable latex exterior.

The natural chemical property of bricks may affect your paint’s durability as well. According to the Brick Industry Association, most bricks are neutral, but mortar often has a basic alkalinity. Paint products can be affected, so alkaline-resistant primer is usually recommended.

DATA FROM THE CONTRACTOR

Elastomeric Masonry Brick Exterior Paint was chosen specifically for the longevity of the wall and the mural alike. This paint creates a secure coating on the surface so that moisture is unable to intrude the walls. Elastomeric paint is stretchy and can shift with the wall to withstand climate changes and even settling of the structure. Cassandra Garza, Head Designer and Artist, Future Graduate of the Art Institute of Austin.

A letter from Larry Stephenson, Sr., Registered Licensed Building Professional with the National Council of Building Designers details the reasons to use elastomeric paint, all of which are the direct opposite of the recommendations from the Brick Industry Association, Sherwin-Williams associate and the NY Chapter of the Mason Contractor Association of America.

Mr. Stephenson does not provide any documentation of expert knowledge or experience in the properties of brick and the painting of hereof.

Examples of Brick Types/Age




Oldest Brick (less dense) - Very porous
Middle Age Brick (denser) - Less porous
Modern Brick (Very dense) - least porous with finished surface


KARAOKE


Damaged caused from paint


Brick replaced around windows with aged bricks
Brick that has not been properly maintained

APPEAL: Painted Porch Bookshop Mural

For: City of Bastrop, HLC
From: Ryan Holiday, Owner of Painted Porch Bookshop

To Whom It May Concern:

We are writing to appeal the denial of the Painted Porch Bookshop Mural. This project was done as a community effort in collaboration with the students at the Art Institute of Austin. We had the project evaluated by a structural engineer (document attached) to ensure no alterations would be made to the building. Also, this mural is not a sign of any type, so it does not violate city rules/laws regarding signs.

Thank you,
Ryan Holiday

GREEN DESIGN BUILD INC

January 28, 2022

Re: Elastomeric Paint over Brick

Property: 910 Main Street Bastrop, TX 78602

Requested By: Mr. Braden Wood

For: City of Bastrop

To Whom It May Concern,

The question was posed to me regarding the effects the application of elastomeric paint over brick. As a Registered Licensed Building Professional as well as the recipient of the most coveted award given by the Construction Specifications Institute, I can emphatically say that a quality elastomeric paint applied to a masonry surface has absolutely no harmful effect to brick. The elastomeric paint must be applied per the manufacturer's specifications. Elastomeric paint is a coating specifically made to protect masonry surfaces. Like other paints, it is applied in liquid form, which then hardens into a flexible, watertight covering. This paint can stretch and return to its original form without causing damage if applied correctly.

One of the best reasons to use elastomeric paint is that it places a secure coating on the surface you are painting. This coating creates a barrier so that moisture is unable to penetrate the walls. This will work well on surfaces such as masonry, stucco, poured concrete, roofs, bricks, wood, and metal. Brick and mortar construction exposed to the elements of weather, i.e. rain, wind, heat and cold weather, over a period of time can lose its structural integrity due to moisture infiltration to not only to mortar but the bricks as well.

Elastomeric's were specifically designed to form a moisture resistance barrier with enhanced adhesion characteristics that maintain the ability to expand and contract with extreme temperatures. Another justification for the application of elastomeric paint to older brick surfaces known and proven to be true is its ability to seal cracks, crevices, and imperfections that may have developed over a period of time. Elastomeric paint unlike other paints, is more costly but has an extremely long lifespan. The application of a quality elastomeric to a brick-and-mortar surface does no harm to the brick-and-mortar; this application only enhances the longevity, moisture resistance and durability to the area of the wall to which it was applied.

It was my professional observation of the area to which the elastomeric paint was applied has provided a much-needed application or pointing-up to ensure many more years of survivability.

Sincerely,

Larry E. Stephenson Sr, (CPBD AIBD)
cc. File

N·C·B·D·C NATIONAL COUNCIL OF BUILDING DESIGNER CERTIFICATION
Larry Eugene Stephenson CERTIFICATION NO. 44-785

5400 MOON SHADOW DR. AUSTIN, TX 78735 * (512) 423-3826 CELL*(866)406-6674 FAX

STAFF REPORT

MEETING DATE: July 12, 2022

TITLE:
Hold public hearing and consider action to approve the first reading of Ordinance No. 2022-18 of the City of Bastrop, Texas updating and amending Bastrop Code of Ordinances, Chapter 13, Article 13.12, entitled “Impact Fees”, updating the land use assumptions, capital improvement plan and amending impact fees for water and wastewater utilities, providing for an effective date; and move to include on the July 26, 2022, agenda for a second reading.

AGENDA ITEM SUBMITTED BY:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
The last Impact Fee study was adopted on August 11, 2020. Due to the nature of the capital projections in the Water and Wastewater utility, an annual review of the impact fees is necessary with an update considered, to make sure that we are passing on to the developers their share of the capacity in these new facilities. The major change from the 2020 report to this updated report is the estimate of probable cost for the water treatment plant that will be built at the XS Ranch location and additional water projects that came out of the Water Master Plan completed in May 2022. After contracting with Freese & Nichols to design a water plant, the costs have increased significantly from the original estimate received in 2018. These increases relate to additional wells, transmission lines, and inflation.

City staff will continue to update the impact fees annual until the cost of these large projects are solidified and under contract.

As required by Chapter 395 of the Local Government Code, the Impact Fee Study was presented to the Impact Fee Advisory Committee at a meeting held May 26, 2022. This board voted unanimously to recommend approval of the amended Impact Fees as presented.

Texas Local Government Code chapter 395.052 requires a political subdivision imposing an impact fee to update the land use assumptions and capital improvements plan at least every five years. The initial five-year period begins on the day the capital improvements plan is adopted.

RECOMMENDATION:
Tracy Waldron, CFO recommends approval of the first reading of Ordinance No. 2022-18 of the City of Bastrop, Texas updating and amending Bastrop Code of Ordinances, Chapter 13, Article 13.12, entitled “Impact Fees”, updating the land use assumptions, capital improvement plan and amending impact fees for water and wastewater utilities, providing for an effective date; and move to include on the July 26, 2022, agenda for a second reading.

ATTACHMENTS:
- Ordinance No. 2022-18 (Including Exhibit A-E)
- Minutes from Impact Fee Advisory Board May 26, 2022, meeting

ORDINANCE NO. 2022-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS UPDATING AND AMENDING THE BASTROP CODE OF ORDINANCES, CHAPTER 13, ARTICLE 13.12, ENTITLED "IMPACT FEES", UPDATING THE LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENT PLAN AND AMENDING IMPACT FEES FOR WATER AND WASTEWATER UTILITIES, AS ATTACHED IN EXHIBITS A-E, AND PROVIDING FOR FINDINGS OF FACT, ENACTMENT, ENFORCEMENT, A REPEALER, AND SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, new residential and nonresidential development causes and imposes increased demands upon Bastrop public facilities and services, including water and wastewater facilities, that would not otherwise occur; and

WHEREAS, planning projections indicate that such development will continue and will place ever-increasing demands on the City to provide necessary public facilities; and

WHEREAS, the development potential and value of properties is strongly influenced and encouraged by City policy as expressed in the City's 2036 Comprehensive Plan and as implemented via the City zoning ordinance and map; and

WHEREAS, to the extent that such new development places demand upon the public facility infrastructure, those demands should be satisfied by more equitably assigning responsibility for financing the provision of such facilities from the public at large to the developments actually creating the demands for them; and

WHEREAS, the amount of the impact fee to be imposed shall be determined by the cost of the additional public facilities needed to support such development, which public facilities shall be identified in a capital improvements program; and

WHEREAS, the City Council, after careful consideration of the matter, hereby finds and declares that impact fees imposed upon residential and nonresidential development to finance specified major public facilities, the demand for which is created by such development, is in the best interests of the general welfare of the City and its residents, is equitable, and does not impose an unfair burden on such development;

WHEREAS, in 1987 the Texas Legislature adopted Senate Bill 336, now Chapter 395 of the Texas Local Government Code, and subsequently amended said Chapter from time to time; and

WHEREAS, the City Council finds that in all things the City has complied with said statute in the notice, adoption, promulgation and methodology necessary to adopt Impact Fees;

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

SECTION 1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if

expressly set forth herein.

SECTION 2. ENACTMENT

Article 13.12, “Impact Fees”, of Chapter 13, “Utilities,” of the Code of Ordinances of the City of Bastrop are amended to read as described and attached hereto as Exhibit “A.”

SECTION 3. REPEALER

In the case of any conflict between other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

SECTION 4. SEVERABILITY

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

SECTION 5. ENFORCEMENT

The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance.

Nothing in this ordinance shall be construed as a waiver of the City’s right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

SECTION 6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

SECTION 7. OPEN MEETINGS

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.

READ & ACKNOWLEDGED on First Reading on the 12th day of July 2022.

READ & APPROVED on the Second Reading on the 26th day of July 2022.

APPROVED:

by _____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

Exhibit A

City of Bastrop Code of Ordinances

Chapter 13 – UTILITIES

Article 13.12 – Impact Fees

DIVISION 1. - GENERALLY

Sec. 13.12.001 - Short Title.

No changes.

Sec. 13.12.002 - Intent.

No changes.

Sec. 13.12.003 - Authority.

No changes.

Sec. 13.12.004 - Definitions.

No changes.

Sec. 13.12.005 - Applicability.

No changes.

Sec. 13.12.006 - Impact Fees as Conditions of Development Approval.

No changes.

Sec. 13.12.007 - Establishment of Water and Wastewater Service Areas.

No changes.

Sec. 13.12.008 - Land Use Assumptions.

Land use assumptions used in the development of the impact fees are contained in Exhibit B to Ordinance -2022-18. These assumptions may be revised by the City Council according to the procedure set forth in V.T.C.A. Local Government Code, Chapter 395 and its successors.

Sec. 13.12.009 - Service Units.

No changes.

Sec. 13.12.010 - Impact Fees Per Service Unit.

(a) The maximum impact fee per service unit for each service area shall be computed by dividing the growth-related capital construction cost of service in the service area identified in the capital improvements plan for that category of capital improvements, by the total number of projected service units anticipated within the service area which are necessitated by and attributable to new development, based on the land use assumptions for that service area, and adjusted by subtracting credits in the form of future rate or tax contributions to water and/or wastewater CIP funding and adding any additional amount as may be yielded in the inflation-escalator portion of the fee assessment formula set forth in Sec. 13.12.011. Maximum impact fees per service unit for each service area shall be established by category of capital improvements and shall be set forth in Exhibit C to Ordinance 2022-18.

(b) Exhibit C to Ordinance 2022-18 may be amended by the City Council according to the procedure set forth in Chapter 395 of the Texas Local Government Code and its successors.

(c) The effective impact fees per service unit may be amended from time to time by the City Council through ordinance amendment to any amount less than that set forth in Exhibit C to Ordinance 2022-18.

Sec. 13.12.011 - Assessment.

(a) *No changes.*

(b) Assessment of the impact fee for any new development shall be made as follows:

(1) *No changes.*

(2) For new development, which has received final plat approval prior to the effective date of this article and for which no re-platting is necessary prior to the issuance of a building permit, assessment shall be upon the issuance of a building permit, and shall be the value of the effective impact fee per service unit set forth in Exhibit C to Ordinance 2022-18.

(3) For new development, which occurs or is proposed to occur without platting, assessment shall be upon the issuance of a building permit and shall be the value of the effective impact fee per service unit set forth in Exhibit C to Ordinance 2022-18.

(4) *No changes.*

(5) *No changes.*

(c) *No changes.*

(d) *No changes.*

Sec. 13.12.012 - Calculation of Impact Fees.

No changes

Sec. 13.12.013 - Collection of Impact Fees.

No changes.

Sec. 13.12.014 - Offsets Against Impact Fees.

No changes.

Sec. 13.12.015 - Establishment of Accounts and Records.

No changes.

Sec. 13.12.016 - Use of Proceeds of Impact Fee Accounts.

No changes.

Sec. 13.12.017 – Appeals.

No changes.

Sec. 13.12.018 – Refunds.

No changes.

Sec. 13.12.019 - Updates to Plan and Revision of Fees.

No changes.

Sec. 13.12.020 - Functions of Advisory Committee.

No Changes.

Sec. 13.12.021 - Agreement for Capital Improvements.

No changes.

Sec. 13.12.022 - Use of Other Financing Mechanisms.

No changes.

Sec. 13.12.023 - Impact Fees as Additional and Supplemental Regulation.

No changes.

Sec. 13.12.024 - Relief Procedures.

No changes.

Sec. 13.12.025 - Exemptions.

No changes.

Sec. 13.12.026 - Certification of Compliance Required.

No changes.

Secs. 13.12.027 – 13.12.060 Reserved.

DIVISION 2. – WATER FACILITIES
Sec. 13.12.061 - Service Area.

No changes.

Sec. 13.12.062 - Improvements Plan.

(a) The Water Improvements Plan for the City is hereby adopted as Exhibit D to Ordinance 2022-18 and incorporated by reference herein.

(b) *No changes.*

Sec. 13.12.063 - Impact Fees.

(a) The maximum impact fee values per service unit for water facilities are hereby adopted and incorporated in Exhibit C to Ordinance 2022-18 and made a part hereof by reference.

(b) *No changes.*

Secs. 13.12.064-13.12.090 – Reserved.

DIVISION 3. - WASTEWATER FACILITIES

Sec. 13.12.091 - Service Area.

No changes.

Sec. 13.12.092 - Improvements Plan.

(a) The Wastewater Improvements Plan for the City is hereby adopted as Exhibit E to Ordinance 2022-18 hereto and incorporated by reference herein.

(b) *No changes.*

Sec. 13.12.093 - Impact Fees.

(a) The maximum impact fee values per service unit for wastewater facilities are hereby adopted and incorporated in Exhibit C to Ordinance 2022-18 and made a part hereof by reference.

(b) *No changes.*

Exhibit B
Future Land Use Assumptions

Future Land Use Assumptions (Acres Developed)			
Land Use (Acres)	**2022**	**2032**	**Build Out**
Single Family Residential	2,129	2,678	3,616
Retail / Office	120	152	211
Commercial	1,481	1,825	2,274
Industrial	218	287	459
Parks and Open Space and Agriculture	748	748	748
Total Developed Acreage	4,697	5,690	7,308

Future Land Use Assumptions (Service Unit Equivalents and Population)			
	2022	**2032**	**2055**
Population	12,299	14,359	17,700
Water Service Population	9,860	14,596	35,975
Sewer Service Population	9,671	14,315	35,283
Water SUEs	6,455	11,142	27,461
Sewer SUEs	6,455	10,208	25,159

Exhibit C
Maximum and Effective Impact Fee

			Maximum Impact Fee				Effective Impact Fee			
Meter Type	Meter Size	Multiplier	Water - Production	Water - Distribution	Sewer	All	Water - Production	Water - Distribution	Sewer	All
Simple	5/8" x 3/4"	1.0	$ 1,347.00	$ 6,835.00	$ 5,089.00	$ 13,271.00	$ 1,347.00	$ 6,835.00	$ 5,089.00	$ 13,271.00
Simple	3/4"	1.0	1,347.00	6,835.00	5,089.00	13,271.00	1,347.00	6,835.00	5,089.00	13,271.00
Simple	1"	2.5	3,367.50	17,087.50	12,722.50	33,177.50	3,367.50	17,087.50	12,722.50	33,177.50
Simple	1 1/2"	5.0	6,735.00	34,175.00	25,445.00	66,355.00	6,735.00	34,175.00	25,445.00	66,355.00
Simple	2"	8.0	10,776.00	54,680.00	40,712.00	106,168.00	10,776.00	54,680.00	40,712.00	106,168.00
Compound	2"	8.0	10,776.00	54,680.00	40,712.00	106,168.00	10,776.00	54,680.00	40,712.00	106,168.00
Turbine	2"	10.0	13,470.00	68,350.00	50,890.00	132,710.00	13,470.00	68,350.00	50,890.00	132,710.00
Compound	3"	16.0	21,552.00	109,360.00	81,424.00	212,336.00	21,552.00	109,360.00	81,424.00	212,336.00
Turbine	3"	24.0	32,328.00	164,040.00	122,136.00	318,504.00	32,328.00	164,040.00	122,136.00	318,504.00
Compound	4"	25.0	33,675.00	170,875.00	127,225.00	331,775.00	33,675.00	170,875.00	127,225.00	331,775.00
Turbine	4"	42.0	56,574.00	287,070.00	213,738.00	557,382.00	56,574.00	287,070.00	213,738.00	557,382.00
Compound	6"	50.0	67,350.00	341,750.00	254,450.00	663,550.00	67,350.00	341,750.00	254,450.00	663,550.00
Turbine	6"	92.0	123,924.00	628,820.00	468,188.00	1,220,932.00	123,924.00	628,820.00	468,188.00	1,220,932.00
Compound	8"	80.0	107,760.00	546,800.00	407,120.00	1,061,680.00	107,760.00	546,800.00	407,120.00	1,061,680.00
Turbine	8"	160.0	215,520.00	1,093,600.00	814,240.00	2,123,360.00	215,520.00	1,093,600.00	814,240.00	2,123,360.00
Compound	10"	115.0	154,905.00	786,025.00	585,235.00	1,526,165.00	154,905.00	786,025.00	585,235.00	1,526,165.00
Turbine	10"	250.0	336,750.00	1,708,750.00	1,272,250.00	3,317,750.00	336,750.00	1,708,750.00	1,272,250.00	3,317,750.00
Turbine	12"	330.0	444,510.00	2,255,550.00	1,679,370.00	4,379,430.00	444,510.00	2,255,550.00	1,679,370.00	4,379,430.00

Exhibit D
Water Capital Improvements Plan

Facility Type	Impact Fee Project Name	Total Construction Cost	Capacity	2022-2032 Demand	Recoverable Cost
Water Supply	Willow Street Plant (Wells C-G)	$ 781,865	3,319,200	14.20%	$ 110,987
Water Supply	Bob Bryan Park Site Phase I (Wells H and I)	424,853	1,224,000	14.20%	60,309
Water Supply	Bob Bryan Park Side Phase 2	1,462,720	1,152,000	14.20%	207,635
Water Supply	Initial Water Supply XS Ranch	2,000,000	2,677,808	14.20%	283,903
Water Supply	Well J & Monitoring Well	1,449,450	2,160,000	14.20%	205,752
Water Supply	Addt'l Wtr Supply (16" River Crossing Wtr Line)	1,000,000	1,058,400	14.20%	141,952
Water Supply	Water Plant (XS Ranch)	31,000,000	3,600,000	14.20%	4,400,499
Water Supply	XS Ranch groundwater well construction (3 add'l wells)	6,400,000	3,600,000	14.20%	908,490
Water Pumping	Willow High Service 1	9,962	720,000	25.47%	2,538
Water Pumping	Willow High Service 2	9,962	720,000	25.47%	2,538
Water Pumping	Willow High Service 3	9,962	720,000	25.47%	2,538
Water Pumping	Willow High Service 4	19,638	768,000	25.47%	5,002
Water Pumping	Willow High Service 5	19,638	768,000	25.47%	5,002
Water Pumping	Willow High Service 6	19,638	768,000	25.47%	5,002
Water Pumping	Bob Bryant High Service 1	74,815	1,344,000	25.47%	19,057
Water Pumping	Bob Bryant High Service 2	74,815	1,344,000	25.47%	19,057
Water Pumping	Bob Bryant Transfer Pump 1	20,000	384,000	25.47%	5,094
Water Pumping	Bob Bryant Transfer Pump 2	20,000	384,000	25.47%	5,094
Water Pumping	Loop 150 Tank Yard Pump 1	4,862	384,000	25.47%	1,238
Water Pumping	Loop 150 Tank Yard Pump 2	4,862	384,000	25.47%	1,238
Water Pumping	XS Ranch Groundwater Well Construction (4 pumps)	6,400,000	6,480,000	25.47%	1,630,210
Water Pumping	XS Ranch Transmission Pump Station	6,601,000	11,282	25.47%	1,681,409
Water Pumping	Willow WTP Zone 1 Pump Station	4,900,000	720,000	25.47%	1,248,130
Ground Storage	Bob Bryant (Tank 4)	263,080	285,000	13.00%	34,207
Ground Storage	GST Re-Use at WWTP	128,762	40,000	13.00%	16,742
Ground Storage	Tank 1 at Willow Street	350,000	500,000	13.00%	45,508
Ground Storage	Tank 2 at Willow Street	350,000	500,000	13.00%	45,508
Ground Storage	Hwy 20 (along with Elev Tank)	1,142,100	280,000	13.00%	148,500
Ground Storage	Tank 1 at Willow Street (replace concrete tank)	4,000,000	750,000	13.00%	520,094
Ground Storage	Tank 2 at Willow Street (replace steel tank)	4,000,000	750,000	13.00%	520,094
Ground Storage	XS Ranch GST part of the WTP	2,200,000	500,000	13.00%	286,052
Elevated Storage	Est at Loop 150	375,000	250,000	17.20%	64,505
Elevated Storage	Standpipe at Loop 150	700,000	1,000,000	17.20%	120,409
Elevated Storage	GST at Loop 150	140,000	225,000	17.20%	24,082
Elevated Storage	Elevated tower west at Hwy 20 (supply)	1,490,800	250,000	17.20%	256,437
Elevated Storage	1 MG Elevated Storage Tank (east of FM969)	9,500,000	1,000,000	17.20%	1,634,122
Transmission Lines	8-inch line on Old Austin Hwy	146,590	1,000	65.69%	96,296
Transmission Lines	12-inch line on Perkins/Higgins	96,491	1,000	65.69%	63,386
Transmission Lines	12-inch line on Eskew/Loop 150	48,904	1,000	65.69%	32,125
Transmission Lines	Hunters Crossing Blvd (16-inch)	100,160	1,200	65.69%	65,796
Transmission Lines	Downtown Feeder (8-inch)	148,500	450	65.69%	97,551
Transmission Lines	Willow/Wilson Connection (6-inch)	-	250	65.69%	-
Transmission Lines	Loop 150 Standpipe Feeder (10, 12 inch)	1,058,750	1,000	65.69%	695,502
Transmission Lines	SH 95 North (12-inch)	437,600	1,000	65.69%	287,463
Transmission Lines	Hoffman Road (8-inch)	77,000	450	65.69%	50,582
Transmission Lines	Loop 150 West Feeder (12-inch)	438,510	1,000	65.69%	288,061
Transmission Lines	Eskew St. (12-inch)	102,900	2,600	65.69%	67,596
Transmission Lines	Higgins St. (12-inch)	73,500	2,600	65.69%	48,283
Transmission Lines	SH 71 (North Line) (12-inch)	280,000	1,000	65.69%	183,934
Transmission Lines	SH 71 (South Line) (12-inch)	444,500	1,000	65.69%	291,996
Transmission Lines	Hasler Blvd (12-inch)	119,000	1,000	65.69%	78,172
Transmission Lines	Agnes Street (12-inch)	41,300	1,000	65.69%	27,130
Transmission Lines	Old Austin Hwy (8,12 inch)	647,700	1,000	65.69%	425,479
Transmission Lines	SH 71 (West Line) (12-inch)	13,050	1,000	65.69%	8,573
Transmission Lines	Hunters Point Drive (12, 16-inch)	57,750	1,200	65.69%	37,936
Transmission Lines	Elevated Tank Feeder (12, 16-inch)	852,500	1,200	65.69%	560,014
Transmission Lines	Hasler Shores Feeder (8 inch)	166,000	450	65.69%	109,047
Transmission Lines	SH 71 East / Buc-ee's (12-inch)	-	1,000	65.69%	

Exhibit D
Water Capital Improvements Plan

Facility Type	Impact Fee Project Name	Total Construction Cost	Capacity	2022-2032 Demand	Recoverable Cost
Transmission Lines	Ground Storage Tank Feeder (12-inch)	375,900	1,000	65.69%	246,932
Transmission Lines	Bob Bryant Feeder (12-inch)	66,750	1,000	65.69%	43,849
Transmission Lines	Blair Avenue (12-inch)	19,500	1,000	65.69%	12,810
Transmission Lines	16" watermain crossing under river	2,235,000	1,500	65.69%	1,468,190
Transmission Lines	Riverwood Waterline Improvements (Size Ir…)	1,000,000	250	65.69%	656,908
Transmission Lines	Water Main Ext. SH304 to WWTP 3	800,000	250	65.69%	525,527
Transmission Lines	Watermain Replacement Pine Street Size In…	250,000	100	65.69%	164,227
Transmission Lines	Water Main ext. Arena Dr. to Pitt	350,000	250	65.69%	229,918
Transmission Lines	24" line from XS Ranch Water Plant to Willow Plant	10,609,000	9,333	65.69%	6,969,139
Transmission Lines	20/16-inch Bob Bryant Transmission Lines (20/16-inch) (2500 LF of 20" WL, and 1100 of 16" WL)	2,400,000	4,873	65.69%	1,576,580
Distribution Lines	12-inch line (1800LF) Agnes St Extension	800,000	1,060	78.20%	625,625
Distribution Lines	20/16/12-inch Downtown WL (14,400LF). This WL replaces smaller lines. (100LF of 20", 3700 LF of 16", and 10,600 LF of 12")	6,300,000	5,150	78.20%	4,926,800
Distribution Lines	12/8-in WL on Chestnut (4100FL). This WL replaces existing 10/8-in (4100 FL of 12"WL, and 2400 LF of 8")	2,450,000	560	78.20%	1,915,978
Distribution Lines	12-in WL on Chambers (4000 LF). This WL replaces existing 10-in	1,700,000	552	78.20%	1,329,454
Distribution Lines	12-in WL on Driftwood Ln (5300 LF)	2,500,000	1,060	78.20%	1,955,079
Distribution Lines	12/8-in Lost Pines Ave (3100 LF of 12-in, and 900LF of 8-in)	1,300,000	1,547	78.20%	1,016,641
Distribution Lines	16-in Valverde WL (9700LF)- comes off 16" WL on SH 71 at FM20 EST and goes north crossing HWY 71 and then west through the Valverde sub-division	-	1,907	78.20%	-
Distribution Lines	16-in Valverde WL (6800LF) - comes off FM20 EST and goes south, then west through West Bastrop Village	-	1,907	78.20%	-
Distribution Lines	16-in Valverde WL (8700LF) - connects to the line proposed to go through West Bastrop Village, goes noth, crosing HWY 71, connecting to 16" WL on SH 71, continue north and connecting to the proposed line crossing Valverde	-	1,907	78.20%	-
Distribution Lines	12-in Lovers Lane (14800LF) - to serve Colorado River Bend movie studio	-	1,907	78.20%	-
Distribution Lines	16/12-in SH 304 (8900LF) - to serve Colorado River Bend movie studio and allow other connections from other developments in surrounding areas, such as development west of SH304 across Cuccina Ranch (~785 LUEs)	-	2,967	78.20%	-
Distribution Lines	16/12-inch line and appurtenances (associated with the EST planned east of FM969) on Blakey Lane - (5100LF of 16" WL, and 2900 LF of 12" WL)	-	2,960	78.20%	-
Distribution Lines	12-in Movie Studio (7600LF) - to serve Colorado River Bend movie studio and allow other connections from other developments in surrounding areas	-	1,060	78.20%	-
Distribution Lines	12-in Mauna Loa Ln (10600FL)	4,100,000	1,060	78.20%	3,206,330
	Water Impact Fee Update	9,250		100%	9,250
	Total	$ 129,963,889	41,089,250		$ 45,063,093

Exhibit E
Wastewater Capital Improvements Plan

Facility Type	Impact Fee Project Name	Total Construction Cost	Capacity	2022-2032 Demand	Recoverable Cost
WW Treatment	WWTP No. 1 & 2 Replaced headworks	$ 451,274	1,400,000	17.38%	$ 78,415
WW Treatment	2 MGD WWTP #3 Construction / Design	29,005,900	2,000,000	17.38%	5,040,142
WW Treatment	2 MGD WWTP #3 Phase II Construction / Design	40,700,000	2,000,000	17.38%	7,072,140
WW Pumping	Home Depot LS	70,000	115,200	24.72%	17,302
WW Pumping	Riverside Grove LS	69,500	662,400	24.72%	17,179
WW Pumping	Old Austin LS	52,000	180,000	24.72%	12,853
WW Pumping	Central LS	255,730	1,339,200	24.72%	63,210
WW Pumping	Hunters Crossing LS	100,000	751,680	24.72%	24,717
WW Pumping	River LS	100,000	648,000	24.72%	24,717
WW Pumping	North Pecan LS	66,500	475,200	24.72%	16,437
WW Pumping	Lincoln LS	50,000	48,960	24.72%	12,359
WW Pumping	Wilson LS 1	15,000	72,000	24.72%	3,708
WW Pumping	Wilson LS 2	15,000	72,000	24.72%	3,708
WW Pumping	Fisherman Park LS	225,930	329,000	24.72%	55,844
WW Pumping	Main Street LS	100,000	648,000	24.72%	24,717
WW Pumping	Mauna LOA SL	284,000	432,000	24.72%	70,197
WW Pumping	WWTP	50,000	1,080,000	24.72%	12,359
WW Pumping	Gills Branch LS	250,000	648,000	24.72%	61,794
WW Pumping	XS Ranch LS	5,000,000	345	24.72%	1,235,871
Major Collection Lines	MLK Street Gravity Main	146,590	3,192,000	92.28%	135,273
Major Collection Lines	Pecan Street Gravity Main	171,255	3,192,000	92.28%	158,034
Major Collection Lines	Central LS Force Main	143,956	1,762,000	92.28%	132,843
Major Collection Lines	North Pecan LS Force Main	5,775	282,000	92.28%	5,329
Major Collection Lines	Highway 71 Pipe Bursting Project (Expansion from 10" to 15")	659,000	1,117	92.28%	608,126
Major Collection Lines	Fayettte St. Improvement (Expansion from 12" to 18")	230,837	1,502	92.28%	213,017
Major Collection Lines	Westside Collection System Gravity Sewer Improvements	8,150,866	23,564	92.28%	7,521,625
Major Collection Lines	Transfer Lift Station and Force Main	4,440,387	5,600	92.28%	4,097,592
Major Collection Lines	Sewer Line replacement (Main St. & Maple, Mesquite, Magnolia, Locust)	395,000	1,200	92.28%	364,506
Major Collection Lines	10-inch sewer line Agnes St Extension (1800LF)	500,000	860	92.28%	461,400
Major Collection Lines	24-inch sewer line from Hunter's Crossing to West Bastrop Village	539,569	4,940	92.28%	497,915
Major Collection Lines	XS Ranch 8-inch sewer force mains to be installed as part of the WTP - 22,000LF (tl	2,200,000	600	92.28%	2,030,162
	Wastewater Impact Fee Update	9,250		100.00%	9,250
	Total	$ 94,453,319	21,369,368		$ 30,082,740

IMPACT FEE ADVISORY COMMITTEE MEETING

Agenda – May 26, 2022 at 6:00 P.M.

1. CALL TO ORDER

Debbie Moore called the meeting to order at 6:00 pm.

The Committee convened into recess at 6:02 pm due to a quorum not being present at that time.

The Committee resumed the meeting at 6:22 pm due to their being a vacancy on the Planning and Zoning Commission constituting the members present as a quorum.

Debbie Moore	Present
Cynthia Meyer	Present
Greg Sherry	Absent
Ishmael Harris	Absent
Pablo Serna	Absent
Carrie Caylor	Absent
Scott Long	Present
Judah Ross	Present
Dawn Kana	Present

2. CITIZEN COMMENTS

There were no citizens comments.

3. ITEMS FOR INDIVIDUAL CONSIDERATION

3A. Discussion and consider action to submit comments to City Council on the update and amendment to the Bastrop Code of Ordinances, Chapter 13, Article 13.12, entitled "Impact Fees", updating the land use assumptions, capital improvement plan and amending impact fees for water and wastewater utilities, and move to include on the June 14, 2022 City Council Agenda.

Chris Ekrut, a consultant from Newgen Strategies and Solutions on behalf of the City of Bastrop, presented to the Commission a presentation over the proposed what an Impact Fee is, Chapter 395 of the Texas Local Government Code, the factors that are considered when calculating the proposed Impact Fees for water and wastewater, upcoming water impact fee Capital Improvement Projects, rate recommendation, and the regional comparison of Impact Fees.

The Committee asked if the City charges a capacity study fee? No, the City does not charge a feasibility fee.

The Committee asked how the 4% growth rate was being calculated because those assumptions seemed very conservative. The Consultant stated they went with the 4% growth rate for the fee because that what's verifiable based on the available data the City currently has.

The Committee asked what is driving the increase in cost. The Consultant stated inflation, construction costs, along with the supply chain issues are all factors contributing to the increase in costs.

Cynthia Meyer made a motion to recommend approval to City Council on the update and amendment to the Bastrop Code of Ordinances, Chapter 13, Article 13.12, entitled “Impact Fees”, updating the land use assumptions, capital improvement plan and amending impact fees for water and wastewater utilities. Scott Long seconded the motion and the motion carried unanimously.

4. ADJOURNMENT

Cynthia Meyer made a motion to adjourn at 6:43 pm. Judah Ross seconded the motion and the motion carried unanimously.

STAFF REPORT

MEETING DATE: July 12, 2022

TITLE:
Consider action to approve the second reading of Ordinance No. 2022-15 of the City Council of the City of Bastrop, Texas, approving the Burleson Crossing East Zoning Concept Scheme, changing the zoning for 12.95 acres out of the Nancy Blakey Survey Abstract 98, from P2 Rural to P5 Core and establishing warrants on 19.81 acres, located east of Edward Burleson Lane and north of State Highway 71, within the city limits of Bastrop, Texas, as shown in Exhibits A, B, and C, providing for findings of fact, adoption, repealer, severability and enforcement, proper notice and meeting; and establishing an effective date.

STAFF REPRESENTATIVE:
Jennifer C. Bills, Director of Planning & Development

BACKGROUND:
The applicant has submitted an application for a Zoning Concept Scheme for Burleson Crossing East that was presented to the Planning & Zoning Commission and to City Council by Planning Staff. On May 24th at City Council, the applicant gave a presentation with a revised concept site plan and warrant list that differed from what was reviewed by P&Z and in the packet. Planning Staff presented an ordinance at the June 14, 2022, meeting based on the warrants as submitted through the review process, not the May 24th presentation. At the June 14, 2022, the applicant provided their own warrant request list for City Council consideration. The City Council tabled the item and instructed Planning and Legal Staff to review the new version for review and bring back to the next meeting. With the June 14th list as provided by the applicant as the starting point, Staff and the applicant's representatives have worked to create an ordinance and exhibits for second reading. At the June 28th City Council meeting, there were still several unresolved comments, and the motion was to bring back one final draft.

PLANNING & ZONING COMMISSION RECOMMENDATION:
The Planning & Zoning Commission held a public hearing on March 31, 2022. The Commission voted 5-2 to recommend denial of the Zoning Concept Scheme. A vote of 4 out of 5 City Council members will be required to approve the zoning request.

CITY COUNCIL ACTION:
On May 24, 2022, City Council held a public hearing and first reading and made the following approval by a vote of 5-0:

- Approve the Zoning Concept Scheme, changing the zoning from P2, Rural to P5 Core with the warrants approved as submitted by the applicant.

On June 14, 2022, City Council considered the second reading and made the following motion by a vote of 5-0:

- Table action of the second reading, with instruction to City Staff to work with the applicant on an ordinance that includes the concept site plan and the list of warrant.

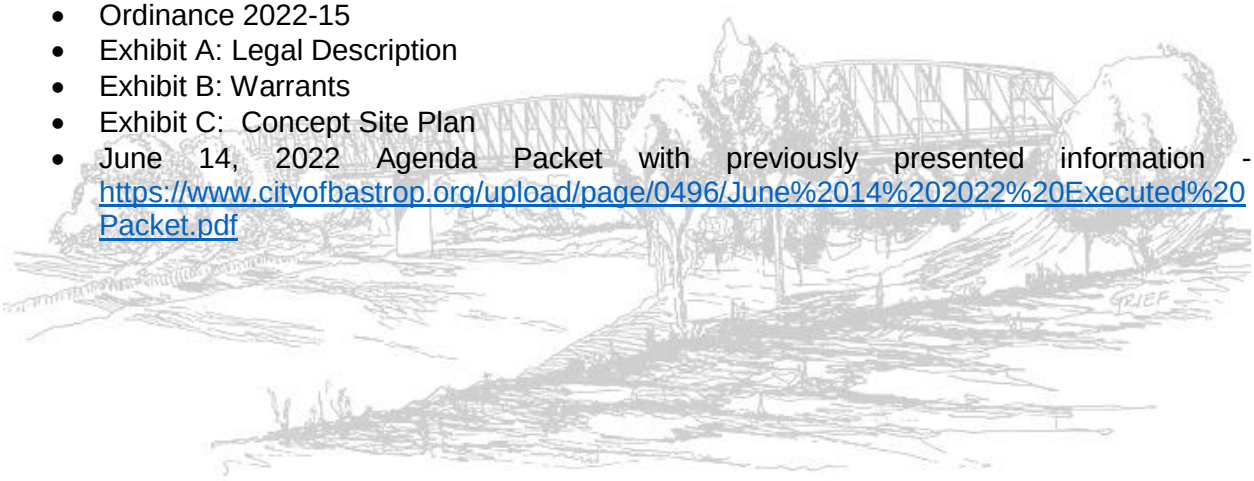
On June 28, 2022, City Council considered the second reading and made the following motion by a vote of 5-0:

- Table action of the second reading, with instructions to City Staff to bring back one version for approval.

DIRECTOR RECOMMENDATION:
Consider action to approve the Ordinance 2022-15 with attached Exhibits A, B, and C.

ATTACHMENTS:

- Ordinance 2022-15
- Exhibit A: Legal Description
- Exhibit B: Warrants
- Exhibit C: Concept Site Plan
- June 14, 2022 Agenda Packet with previously presented information - https://www.cityofbastrop.org/upload/page/0496/June%2014%202022%20Executed%20Packet.pdf



ORDINANCE 2022-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE BURLESON CROSSING EAST ZONING CONCEPT SCHEME, CHANGING THE ZONING FOR 12.95 ACRES OUT OF THE NANCY BLAKEY SURVEY ABSTRACT 98, FROM P2 RURAL TO P5 CORE AND ESTABLISHING WARRANTS ON 19.81 ACRES, LOCATED EAST OF EDWARD BURLESON LANE AND NORTH OF STATE HIGHWAY 71, WITHIN THE CITY LIMITS OF BASTROP, TEXAS, AS SHOWN IN EXHIBIT A, B, AND C, PROVIDING FOR FINDINGS OF FACT, ADOPTION, REPEALER, SEVERABILITY AND ENFORCEMENT, PROPER NOTICE AND MEETING; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, on or about November 8, 2021, the Erhard Legacy Partners, Ltd submitted a request for zoning modifications; and,

WHEREAS, City Council has reviewed the request for zoning modifications, and finds the request to be reasonable and proper under the circumstances; and,

WHEREAS, the City Staff has reviewed the request for zoning modifications, and finds it to be justifiable based upon the Future Land Use Designation for this Property is General Commercial, which allows for a wide range of commercial and retail uses; and

WHEREAS, the 12.95 acres of the Nancy Blakey Survey, Abstract 98 were annexed into the city limits of Bastrop on June 14, 2022, with the default zoning of P2 Rural, as established in the Bastrop Building Block (B3) Code, Section 2.3.003 "Zoning Upon Annexation"; and

WHEREAS, in accordance with Texas Local Government Code Chapter 211, public notice was given, and a public hearing was held before the City of Bastrop Planning and Zoning Commission (P&Z) on March 31, 2022, and made the recommendation for denial of the rezoning request by a vote of 5-2; and

WHEREAS, in accordance with Texas Local Government Code, Chapter 211, a three-fourths vote of City Council is required to approve a zoning request when the Planning & Zoning Commission has recommended denial; and

WHEREAS, in accordance with Texas Local Government Code Chapter 211, public notice was given, and a public hearing was held before the City Council regarding the requested zoning modification; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City

general authority to adopt an Ordinance or police regulations that are for good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

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

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

Section 1: The Property, 12.95 acres out of land out of the Stephen F. Austin Survey, Abstract 2 is rezoned from P2 Rural to P5 Core, and a Zoning Concept Scheme is established on 19.81 acres, located east of Edward Burleson Lane and north of State Highway 71, within the City Limits of Bastrop, Texas as more particularly shown on Exhibit A and Exhibit B.

Section 2: Warrants for Bastrop Building Block (B3) Code Sections have been approved as attached in Exhibit B. The warrants described in Exhibit B attached hereto are approved for a retail shopping center generally in accordance with the Concept Plan (herein so called) and attached here to as Exhibit C. The Concept Plan depicts a general layout of what is intended to be constructed and the warrants are to apply only to plans for a retail shopping center with a hotel. Retail is defined to mean the sale of goods to the public, usually in stores, for use or consumption by the ultimate consumer. Retail shall not include the operation of outdoor storage (except as accessory use), automotive sales, automotive services (except as an accessory use), warehousing (except as an accessory use), ministorage, call centers, or multifamily residences. It is hereby acknowledged that building sizes, shapes, and locations as well as parking layouts and drive aisles may be adjusted, however, the warrants shall only apply so long as the general character of the retail shopping center remains the same.

Section 3: The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

Section 4: All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

Section 5: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

Section 6: The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance. Nothing in this

ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

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

Section 8: This Ordinance shall be effective immediately upon passage and publication.

READ & ACKNOWLEDGE on First Reading on this the 24th day of May 2022.

READ & ADOPTED on Second Reading on this the 12th day of July 2022.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

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 BASTROP COUNTY, TEXAS (O.P.R.B.C.TX.) AND DESCRIBED AS 30.00 ACRES, IN VOLUME 640, PAGE 14, DEED RECORDS OF BASTROP 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 LLYOD 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 1,492.10 FEET PASSING A 3/8-INCH IRON ROD, AND CONTINUING FOR A TOTAL DISTANCE OF 1,494.52 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 OF 5,358.71 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.;

EXHIBIT "A"

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 1,385.43 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.

Bearing Basis: All bearings shown are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), NAD83. All distances are surface values. Grid values can be obtained by multiplying by a combined scale factor of 0.99997.



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

The following warrants from the B3 Code are hereby granted:

B3 Code Section		Description	Proposed Alternative
5.2.002(b)		Max block perimeter length of 1,320 ft	Maximum block perimeter shall not exceed 3800’ for all publicly dedicated roadways. Internal private driveways with a maximum width of 30’ and a minimum width of 25’ can be utilized to provide internal circulation within the maximum block perimeter. (As shown on Exhibit C). Street trees and sidewalks are not required on internal circulation driveways.
5.2.002(d)		20' wide midblock pedestrian walkway for blocks that exceed (b) and (c)	Provide alternate pedestrian connectivity throughout site with 6-foot designated sidewalks/crosswalks from building to building and from buildings to public ROWs. Alternate pedestrian connectivity is not required to align with proposed public or private drives and can be obtained through 6-foot designated sidewalks/crosswalks within medians between parking rows.
6.3.003(a)(3)		Building façade to be located within 30' of street corner and parking prohibited in First Layer	Building location on the lot shall be in compliance with the International Building Code.
6.3.005(b)(c)		Alleys are preferred means of access	Screening shall be provided for property development items such as garbage containers/dumpsters with a minimum six-foot masonry wall on three sides with a gate on one side. Screening shall be provided for transformers, free standing electrical meters, and telephone equipment with landscaping and/or moveable fencing.
6.3.005(d)	(1)	Vehicular access to be taken from alleys, if alleys are provided	Not Required
	(3)	For Corner Lots, driveways must be located in the Secondary Frontage	Not Required

	(4)	Driveways shall be located as far as practical from adjacent public streets, or min. 40’ for P5 districts	Proposed driveways shall meet the minimum separation from a public street of 40 feet, as required by this section.
	(5)	Mid-block lots with more than 40' of frontage are only allowed one driveway, with a max width of 24' for two-way drives	Mid-block lots are allowed to have access from an internal private drive no closer than 40 feet to the public ROW. Driveway access on a publicly dedicated roadway shall be 300’ from centerline to centerline unless alignment of driveway to neighboring property can be achieved, creating improved traffic flow, but in no case shall driveways on a publicly dedicated roadway be closer than 200’ from centerline to centerline. Driveway width cannot exceed 35 feet.
	(6)	For lots with more than 80' of frontage, driveway spacing shall be 300'	
6.3.006(b)	(4)	Max. Parking to be based on market and determined by DRC at Site Plan	Not required.
6.3.006(b)	(5)	Requires parking to be located in the 2nd or 3rd Layer	Parking shall be allowed to be located in any Layer
6.3.006(b)	(8)	Requires all parking to be screened either by building or other screening material	Screening shall be required along all publicly dedicated ROWs. Screening shall include buildings or landscaping material to a height of three feet
6.3.006(b)	(9)	Prohibits parking to be located within the rear setback	Parking shall be allowed in any rear setback.
6.3.008(d)		Max first floor story of a Commercial building cannot exceed 25' from floor to ceiling	Maximum ceiling heights shall be 35'
6.3.009(b)		Building frontage façade must be parallel to the ROW Frontage Line	Not Required
6.3.009(c)		All first floor facades shall have clear glass	See Warrant for 6.3.009(d) for glazing requirements.

		glazing min. 20% of the total first floor façade area	
6.3.009(d)		First floor of Commercial buildings shall have 70% minimum glazing	Glazing shall be optional for free-standing buildings such as restaurants and bank uses on pad sites or other single tenant buildings (up to 5,000 sf). Multi-tenant small buildings shall include a minimum of 70% glazing along the building front. Anchor or junior anchor buildings, or in-line buildings, shall include a minimum of 20% glazing along the building front. The building fronts shall be either the primary side of the building facing a public street, or the side of the building facing the parking area servicing that building, whichever front the tenant / user has the storefront entrance.
6.5.003 - A		Requires that front façade be at least 80% of the frontage width, requires the building to be located between 2'-15' from the ROW / Frontage	Building façade to frontage width ratio is not required. Buildings may be placed anywhere within the lot. All lots must have public street frontage minimum of 120 feet.
6.5.003 - D		Limits Parking to Layer 3	Parking shall be allowed to be located in any Layer
7.3.003 - Reg Comm		16' wide sidewalks along both sides of road, trees every 30' on center both sides of road	A minimum of a 6' wide sidewalk shall be required along one side of all publicly dedicated ROWs. Street trees required, three trees shall be placed every 100 linear feet of ROW and shall not be clustered together, with the intention of providing shade along the sidewalk.
7.3.003 - Connector		Trees every 30' on center along both sides of the road	A minimum of a 6' wide sidewalk shall be required along one side of all publicly dedicated ROWs. Street trees required, three trees shall be placed every 100 linear feet of ROW and shall not be clustered together, with the

			intention of providing shade along the sidewalk.
7.3.013(d)(1)		Requires an additional 7' of ROW on each side of a road if P5 is located on both sides of the road	ROW width for Wagon Wheel shall be 55'. ROW width for Blakey Lane shall be 80'. No additional ROW shall be required for SH 71, except as necessary for any proposed roadway improvements, or as otherwise required by TxDOT.
7.4.002(a)		330' max block length, 1,320' max block perimeter	Maximum block perimeter shall not exceed 3800' for all publicly dedicated roadways. Internal private driveways with a maximum width of 30' and a minimum width of 25' can be utilized to provide internal circulation within the maximum block perimeter. (As shown in Exhibit C). Street trees and sidewalks are not required on internal circulation driveways.
7.4.002(b)		20' Pedestrian Way if block length exceeds 330'	Alternative pedestrian connectivity routes throughout the site shall be provided by a minimum 6' sidewalk from building to building and from buildings to public ROW. Alternative pedestrian connectivity is not required along private drive aisles or internal private driveways, but may be allowed through providing 6' sidewalk within medians between parking rows. Crosswalks shall be provided where pedestrian and vehicular interaction take place.
Art. 7.5		Requires a Civic Space for development over 13.6 acres	Enhancements shall be made to the existing 9,000 sf plaza space located in the original Burleson Crossing shopping center, which shall include additional seating, shade canopy, decorative kid benches, wayfinding signage and other features agreeable to the City and Developer.
B3 Tech. Manual			
2.1.006(a)			

		Requires parking and drive aisles to be located within Layer 2 or 3	Parking shall be allowed in any Layer
2.3.003		Diagram 1.1 Public Frontage Diagram	A minimum 6' wide sidewalk shall be required along one side of all publicly dedicated ROW's. Street trees required, three trees shall be placed every 100' of ROW and shall be a minimum of 2" caliper trees, and shall not be clustered together, with the intention of providing shade along the sidewalk.
3.2.008(c)		P5 street sidewalks to be min. 10' wide and located wholly within the street ROW.	A minimum 6' wide sidewalk shall be required along one side of all publicly dedicated ROWs.
3.2.013(a)(1)		Street trees shall be 4" caliper and spaced every 30' on center	Three shall be placed for every 100 linear feet of ROW and shall be not be clustered together, with the intention of providing shade along the sidewalk. 2'' caliper trees can be provided as an alternative.
3.2.013(a)(4)		Requires plant material to meet very strict nursery / propagation standards	Allow plants to be procured from any competent wholesale nursery supplier.
3.2.001(b)		Requires pedestrian shed to have certain place type percentages	Not Required

BURLESON CROSSING EAST
CONCEPTUAL SITE PLAN

EXHIBIT 'C'

50 25 0 50 100
SCALE IN FEET

19.81 ACRE TRACT
ERHARD LEGACY PARTNERS, LTD.
REMAINDER OF A CALLED 30.00 ACRES
DESCRIBED IN
DOCUMENT NO. 201502919
O.P.R.B.C.TX.
AND
VOLUME 640, PAGE 14
AUGUST 4, 1992
O.P.R.B.C.TX
ZONING: DEVELOPMENT AGREEMENT

WAGON WHEEL

0.694 ACRES
LONG, ROBERT K.
SETTLEMENT ESTATES ON THE COLORADO
LOT 8
ZONING: P4 MIX

1.726 ACRES
DAVID C. MURALT REVOCABLE TRUST
SETTLEMENT ESTATES ON THE COLORADO
LOT 9, 10, 11
ZONING: P4 MIX

3.142 ACRES
SETTLEMENT ESTATES SENIOR HOUSING LP
SETTLEMENT ESTATES
LOT 7
ZONING: P4 MIX

1.999 ACRES
CROSSROADS ANIMAL HOSPITAL
SETTLEMENT ON THE COLORADO
LOT 1
ZONING: P5 CORE

ZONING: P5 CORE

65.00' ROW

40.00' PVMT

SIDEWALK CONNECTION TO BE DETERMINED AT SITE PLAN

0.064 ACRE ESMT.

BASTROP COUNTY (ETJ)
BASTROP CITY LIMITS

EDWARD BURLESON LANE

BLAKEY LANE

STATE HWY. 71

ZONING: P5 CORE

20' T.E.P.U.E.

10' R.O.W. RESERVE/P.U.E.

25' B.L. (5/14A)

10' R.O.W. RESERVE/P.U.E. (5/14A)

20' T.E.P.U.E. (5/14A)

60' x 35' E.E.

LOT 8-A
1.619 ACRES

IBC BANK
FF = 376.50

PRELIMINARY
NOT FOR
CONSTRUCTION

REVISIONS

NO.	DESCRIPTION	BY	DATE

DATE:
DESIGNED BY:
DRAWN BY:
CHECKED BY:
DRAWING NAME:

LJA Engineering & Surveying, Inc.
5316 Highway 290 West
Suite 150
Austin, Texas 78735
Phone 512.439.4700
Fax 512.439.4716
FRN-F-1386

JOB NUMBER:
A141-0401-405

SHEET NO.

OF SHEETS

Plot Date/Time: Jun. 29, 22 - 15:32:35

STAFF REPORT

MEETING DATE: July 12, 2022

TITLE:
Consider action to approve Resolution No. R-2022-56 of the City Council of the City of Bastrop, Texas approving the First Amendment to the Development and Annexation Agreement between the City of Bastrop a Home Rule City, and Bastrop Colorado Bend, LLC, a Texas Limited Liability Company for 546.364+/- acres of land out of the A2 Stephen F. Austin, to the West of Lovers Lane, located within the City of Bastrop Extraterritorial Jurisdiction, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:
Jennifer C. Bills, Director of Planning & Development

ITEM DETAILS:

Site Address:	West of Lovers Lane (Attachment 1)
Total Acreage:	546.364 +/- acres
Legal Description:	546.364 +/- acres of land out of the Stephen F. Austin Survey, Abstract 2
Property Owner:	Bastrop Colorado Bend, LLC
Agent Contact:	William McLean/McLean & Howard
Existing Use:	Vacant/Undeveloped
Existing Zoning:	None. Extra-Territorial Jurisdiction
Adopted Plan:	Bastrop Colorado Bend Development Agreement – June 22, 2021
Future Land Use:	Rural Residential (FLU amendment requested to Industry)

BACKGROUND/HISTORY:
The Bastrop Colorado Development is a proposed 546-acre development with a mix of land uses and development types that that support a primary use as a film studio. The site is within our water and wastewater Certificate of Convenience and Necessity (CCN) areas. The applicant is requesting to connect to the City's water and wastewater lines that end near the edge of the city limits on Lovers Lane.

The City entered into a Development Agreement with Bastrop Colorado Bend LLC on July 4, 2021, which was approved by City Council in Resolution R-2021-57 on June 22, 2021.

The Owner has requested an amendment to the development agreement for the following sections:

Section 3.03 Contemplated Sequence of Events

The amendment includes additional detail on when development applications can be submitted to the City and considered for concurrent review of multiple applications.

Section 3.04 Initial Storage Structure amend Initial Structures
The original agreement allowed for the permitting and construction of two structures on site prior to annexation and any City development process. The amendment would allow and additional 2500-3000 sf house that can utilize an on-site well and on-site sewage facility (septic), and two one-acre back lots (with flatwork). Back lots cannot be used for filming until infrastructure is in place and vertical building permits are approved.

4.03 Approval of Concept Plan
The original agreement requires a Public Frontage Plan that includes a privacy fence made of native stone with landscaping along the perimeter road. With the amendment, the solid fence will not be required until the southern segment (Segment 2) of the road is developed, and, in the meantime, the owner will be allowed to install an eight to ten-foot-tall "game fence" instead.

4.05 Land Uses and Densities
The Informational Land Plan and Land Uses in the original Development Agreement allowed for the development of flex pad and back lots used for filming. The amendment provides additional description for "Temporary Improvements" that will be allowed within the Back lots. The area for the back lots must be included in a Site Development Plan for drainage and fire protection review and include and permanent utilities or structures. This area may include the two one-acre backlots that may be installed prior to City development process starting. The amendment also clarifies the building permitting process for temporary structures that will be used for filming and not permanent occupancy that will not be required to be shown on the Site Development Plan.

The approved Concept Plan from the original Development Agreement includes locations for an RV Park and Campgrounds. With the amendment, the owner will be able to place portable, premanufactured accommodation structures and use OSSF for wastewater and wells for domestic water for short term lodging at the south end of the property. A Site Development Plan and building permits will be required for these structures. The structures/ site must provide adequate fire protection. The any improvements must discontinue the use of OSSF and wells must discontinue and connect to city water and wastewater 10 years from the date of the Development Agreement Amendment approval.

4.12 Public Right of Way
In the original Development Agreement, the owner was to dedicate the right-of-way and build Segments 1 and 2 of the perimeter roadway. Additionally, a traffic impact analysis was to be completed to identify any off-site network improvements. All of the traffic for this site discharges into the intersection at Lovers Lane and State Highway 71. There were no available improvements that the owner could make that would mitigate for the new traffic impact. The addition of another outlet for the traffic was identified as a possible solution. With the amendment, the owner will now be required to dedicate the ROW and build Segment 1, dedicated the ROW and build or provide monetary obligation for Segment 2 at a future date when the southern portion of the tract develops, and add a new connection from Lovers Lane in the unopened ROW for South Street (Attachment 1). This new connection will allow traffic to enter and exit from the intersection at Jackson Street and State Highway 71.

Once this amendment is approved, the applicant has the following application for the first phase of the development for City Council approval:

- Update the Comprehensive Plan
  - Future Land Use map.
  - Master Transportation Plan and Street Grid map.
- Annexation
- Establish Place Type Zoning District

Future applications and agreements

- Negotiate an agreement to provide incentives.
- Annexation, Future Land Use map amendment, Master Transportation Plan Amendment and Zoning for remainder of the 546.364 acres.
- Owner to enter the development process.
  - Preliminary Infrastructure Plan
  - Preliminary Drainage Plan
  - Preliminary Plat – phasing is encouraged
  - Final Drainage Plan
  - Public Improvement Plans
  - Public Improvement Plan Agreement
  - Final Plat(s)
  - Site Development Plan(s)
  - Building Permits

RECOMMENDATION:
Approve Resolution No. R-2022-56 for the First Amendment to the Development and Annexation Agreement between the City of Bastrop and Bastrop Colorado Bend, LLC, a Texas limited liability company, as submitted.

ATTACHMENTS:

- Bastrop Colorado Bend Development Agreement: https://www.cityofbastrop.org/page/open/10238/0/RESOLUTION%20NO.%20R-2021-57%20DEVELOPMENT%20AGREEMENT%20BASTROP%20COLORADO%20BEND%20LLC.pdf

- First Amendment to the Development and Annexation Agreement

RESOLUTION NO. R-2022-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING THE FIRST AMENDMENT TO THE DEVELOPMENT AND ANNEXATION AGREEMENT BETWEEN THE CITY OF BASTROP A HOME RULE CITY, AND BASTROP COLORADO BEND, LLC, A TEXAS LIMITED LIABILITY COMPANY FOR 546.364+/- ACRES OF LAND OUT OF THE A2 STEPHEN F. AUSTIN, TO THE WEST OF LOVERS LANE, LOCATED WITHIN THE CITY OF BASTROP EXTRATERRITORIAL JURISDICTION, AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Owner owns approximately 546.36 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 high-quality, mixed commercial development project that will include a multi-faceted film studio, lodging, restaurants, event space, recreational facilities, parks and greenbelt areas, as provided in this Agreement, and in accordance with the Concept Plan attached hereto as Exhibit "B", which shows the general locations of the land use areas as currently configured, a permitted land use chart, a table establishing development standards, and cross-section of proposed roadways; and

WHEREAS, the City and the Owner executed a Development and Annexation Agreement Bastrop Colorado Bend on July 2, 2021 as approved by City Council in Resolution No. R-2021-57; and

WHEREAS, The Parties desire to establish certain restrictions and commitments to be imposed and made in connection with the development of the Property; to provide increased certainty to the City and Owner concerning development rights, entitlements, arrangements, and commitments, including the obligations and duties of the Owner and the City, for a period of years; and to identify planned land uses and permitted intensity of development of the Property before and after annexation as provided in this Agreement, which is promulgated under the City of Bastrop's Home Rule Charter ("City Charter"), and state law, including, but not limited to Section 212.172 of the Texas Local Government Code.

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

Section 1: That the City Manager will execute the First Amendment to the Development and Annexation Agreement between the City of Bastrop a Home Rule City and Bastrop Colorado Bend, LLC, a Texas limited liability company for 546.364+/- acres of land out of the A2 Stephen F. Austin, to the west of Lovers Lane, 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 12th day of July, 2022.

APPROVED:

_____

Connie B. Schroeder, Mayor

ATTEST:

_____

Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____

Alan Bojorquez, City Attorney

FIRST AMENDMENT TO THE DEVELOPMENT AND ANNEXATION AGREEMENT

This First Amendment to the Development and Annexation Agreement (this "**Amendment**") is made, entered into, and effective as of the _____ day of _____, 2022 (the "**Effective Date**") by and between the City of Bastrop, a Texas home-rule municipal corporation (the "**City**"), and Bastrop Colorado Bend, LLC, a Texas limited liability company ("**Owner**"). The City and 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 Development and Annexation Agreement (the "**Agreement**") on or about June 22, 2021 regarding development and annexation of certain property described in the Agreement adopted by City Resolution No. R-2021-57; and

WHEREAS, the City and Owner desire to amend the Agreement in certain respects to account for changes in circumstances related to phasing of development and traffic infrastructure and mitigation, as set forth in this Amendment, and for additional clarification; and

WHEREAS, Section 12.02 of the Agreement allows for an amendment to the Agreement provided that the written amendment is approved by the City Council of the City and 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 Amendment, the Parties agree as follows:

1. Definitions. All capitalized terms used in this Amendment shall have the meaning ascribed to them in the Agreement, unless otherwise defined herein.

2. Contemplated Sequence of Events. Section 3.02 of the Agreement is hereby amended to clarify that the sequence of events is related to annexation and zoning and to delete subsection (b) related to timing of the final plat.

3. Contemplated Sequence of Events Related to Public Improvements and Platting. Article III of the Agreement is hereby amended and modified to renumber the sections of Article III and incorporate new Section 3.03 as follows:

3.03 Contemplated Sequence of Events Related to Public Improvements and Platting. The sequence of events related to public improvements and platting contemplated by this Agreement is as follows:

1. Conceptual Drainage Plan
2. Preliminary Infrastructure Plan

3. Preliminary Drainage Plan
4. Preliminary Plat
5. Final Drainage Plan
6. Public Improvement Plan
7. Public Improvement Plan Agreement
8. Final Plat
9. Site Development Plan
10. Building Permits

Development Applications may be submitted for review on any Monday on which City offices are open for business (non-holidays). The Parties agree to utilize an alternate application review process, and Owner agrees to waive any state mandated processes or timelines in order to proceed with the process as follows:

(a) Concurrent review of (1) Conceptual Drainage Plan, (2) Preliminary Infrastructure Plan, (3) Preliminary Drainage Plan, and (4) Preliminary Plat.
(b) Concurrent review of (5) Final Drainage Plan, (6) Public Improvement Plan, and (7) Public Improvement Plan Agreement.
(c) Execution of the Public Improvement Plan Agreement.
(d) Concurrent review of (8) Final Plat and (9) Site Development.

Owner acknowledges that applications may have to be revised based upon the City's review of the preceding development application. To expedite the development process, the City agrees to accept the required land development applications in the groupings ("**Set of Development Applications**") and order provided in the list above, along with all necessary supporting documentation. A subsequent Set of Development Applications may be submitted prior to final approval of the preceding Set of Development Applications and review initiated to the extent possible as long as the preceding Set of Development Applications has been scheduled for consideration by the Planning and Zoning Commission or City Council.

4. Initial Structures. Section 3.03 of the Agreement is hereby deleted and replaced as Section 3.04 with the following:

3.04 Initial Structures. Notwithstanding the foregoing, City acknowledges that Owner intends to build a metal building of up to 40,000 square feet and a barn with stables, a 2,500-3,000 square-foot private residence for Owner's use along with accompanying OSSF and water well improvements, and two (2) one acre (1-acre) Backlots (as defined in Section 4.05(c)) (collectively referred to herein as the "**Initial Improvements**") for purposes of storage, property management and maintenance, the existing farm/ranch operation, residential (private), and Backlots for temporary props and sets. Construction of the Initial Improvements described above are contingent on prior negotiation and execution by Owner of a separate, related agreement with the Bastrop Economic Development Corporation regarding funding of the South Street Improvements, approved by the City Council. Owner intends to continue farm and ranch activities on the Property until such time as the Project is fully built out. Provided that the Initial Improvements are related to such provided purposes, some or all of the Initial Improvements may be constructed on the Property through the appropriate permit process and will not require an

approved site plan or be considered Development Commencement triggering the annexation provisions of Section 3.01. The Initial Improvements shall only require those City approvals, if any, that are otherwise normally required for projects on land located within the ETJ. Following annexation, any permits required by the City for the two Backlots shall be waived as long as a permit application has been submitted with Bastrop County and is actively in review prior to approval of annexation, and Owner demonstrates appropriate drainage, fire flow, and accounts for impervious cover. The installation or erection of Temporary Structures (as defined below) on the Backlots (regardless of the status of a site plan including the Backlots) shall be constructed, assembled, installed, disassembled, and removed with an expedited temporary permit issued by the City as provided in Section 4.05(b). Notwithstanding the foregoing, if construction of the first phase of the Project is not initiated by June 1, 2023, the Backlots constructed as Initial Improvements must terminate any use of the Backlots related to filming until the public improvements related to traffic are complete as described in Section 4.12, or at such time the City determines the traffic improvements are sufficient to manage the traffic generated by the Project.

5. **Approval of the Concept Plan.** Section 4.03(b) of the Agreement is hereby deleted and replaced with the following:

(b) The Concept Plan hereby approved by the City is also approved for use as an exhibit for the Zoning Concept Scheme required by the City Code. To complete the zoning application to be submitted to the City for final zoning of the Property upon annexation, the Zoning Concept Scheme shall include details regarding the public frontage plan along the Perimeter Roadway, defined in Section 4.12(b) below, and Lovers Lane ("**Public Frontage Plan**"). When determining the base standards, the Public Frontage Plan shall align with the intent of the City Code and B3 Technical Manual Standards and include the proposed privacy fencing to be constructed adjacent to the Perimeter Roadway as shown on **Exhibit "B"**. The Public Frontage Plan, in detailing the privacy fencing, shall describe the extent that native stone materials and landscaping will be incorporated into the design. Installation of the frontage improvements identified in the Public Frontage Plan are not required until such time as the public roadway adjacent to such portion of the Public Frontage Plan is fully constructed. Specifically, public improvements identified in any approved Public Frontage Plan along Segment 2 (as defined below) are not required to be constructed until or unless Segment 2 is built. Until such time as Segment 2 is constructed, Owner intends to erect an eight to ten foot "game-fence" or similar fencing along the boundary of the Property within the future location of Segment 2. Owner agrees to remove, at Owner's sole expense, the fencing from the dedicated right of way for Segment 2 immediately following notice from the City of the intent to initiate construction of Segment 2.

6. **Land Uses and Densities.** Section 4.05 of the Agreement is hereby amended and modified to incorporate new subsections (b), (c), and (d) as follows:

(b) Except as provided for the Backlot as Initial Improvements, in any area of the Property that is part of an approved site plan ("**Site Plan**"), non-permanent and non-habitable improvements or structures to be used solely as props, sets, and for filming purposes ("**Temporary Structures**") may be constructed, assembled, installed, disassembled, and removed in an expedited manner through a temporary permit and safety inspection process established by the City. Such Temporary Structures shall (i) be restricted to filming and shooting purposes only

(residential or commercial use is prohibited), and (ii) not involve the extension of public roads or domestic water or wastewater utilities. Examples include, but are not limited to, sets or props that contain non-habitable buildings or streetscapes (i.e., a film set that simulates a city scene), Backlots (as defined below), green screen structures and stages, water features, water tanks, large temporary tents, canopies, portable kitchens, bleachers, stages, portable flooring or Astro Turf, and non-permanent roads for use in filming only, as further illustrated by **Exhibit "I"**. A Temporary Permit will expire after one hundred eighty (180) days of issuance. The Site Plan will include all known permanent structures and buildings, utility infrastructure, the private internal roadway system, and shall establish the allowable impervious cover, the drainage improvements necessary to handle the impervious cover and land disturbance, emergency fire flow for permanent structures, and a note stating that no habitable structures are allowed without a revision to the Site Plan. Vertical structures used for props and sets (non-habitable) that will be temporarily occupied during filming will require an expedited permitting and inspection by the City, by a process and procedure to be established by the City, to ensure the structure is safely designed by a registered engineer and erected to meet wind loads (i.e., anchored correctly). For purposes of this Agreement, "**expedited**" shall mean completed within two (2) business days of application submittal, fee payment, and inspection request, and "**non-habitable**" shall mean a structure not intended for human occupancy for living, sleeping, eating, or cooking purposes.

(c) The use of "**Backlot**" is permitted in all general use categories in the Concept Plan. Backlot shall mean a permanent foundation, with or without electrical utilities, for use in erecting Temporary Structures, such as sets, props, or exterior buildings for outdoor scenes in filmmaking or television productions. Examples of a Backlot are depicted in **Exhibit "J"**. A permanent foundation, designed by a registered engineer, for a Backlot may be installed with the approval of a modified flatwork permit to be created by the City and an electrical permit (as may be required). The modified flatwork permit will allow for expedited approval by the City Building Official and will create a running total of impervious cover to ensure that the constructed Backlots do not exceed the impervious cover and drainage limitations established in the Site Plan. A revision to the Site Plan is not required unless the City's water and wastewater lines are extended to service a Backlot. The installation or erection of Temporary Structures on a Backlot may be constructed, assembled, installed, disassembled, and removed with an expedited temporary permit issued by the City as provided in Section 4.05(b).

(d) Portable, pre-manufactured, accommodation structures used for short-term lodging, such as tiny homes, shipping container homes, or similar pre-built structures ("**Prefab Lodging**"), are permitted in the Recreation and Hybrid land use categories established in the Concept Plan. The proposed location(s) of the Prefab Lodging must be included on the approved Site Plan. Prior to placement of Prefab Lodging or other accommodation structures used for short-term lodging, sufficient fire flow must be readily available. The City agrees to consider fire flow alternatives such as a storage tank. Owner will be required to obtain all appropriate permits and meet applicable International Building Code and other applicable requirements. The City will not unreasonably deny the right of Owner to utilize private wells and septic systems to serve the Prefab Lodging within the City's Certificate of Convenience and Necessity. Owner further commits to abandoning the use of private wells and septic systems associated with the Prefab Lodging once the public utility infrastructure is extended to such area of the Property and is available for use no later than ten (10) years from the approval date of this Agreement.

7. Public Right of Way. Section 4.12(b) of the Agreement is hereby deleted and replaced with the following:

(b) Public Right of Way.

(i) Perimeter Roadway. Owner shall dedicate, by final plat, (i) a fifty-five and one-half (55.5) foot wide public right of way along the boundary of the Property ("**Perimeter Roadway**"); and (ii) the width of right of way necessary to total forty (40) feet from the center line of Lovers Lane along Lovers Lane adjacent to the Property, as depicted in **Exhibit "G"** (collectively, "**Dedicated ROW**"). Owner shall construct, at Owner's sole expense, the northern portion of the Perimeter Roadway running from Lovers Lane parallel to Margies Way as a Local Collector: Rural Street (such portion being shown on Exhibit "G" as "**Segment 1**"). Owner shall pay fee-in-lieu in the amount of $250,000 to the City Transportation Fund ("**Segment 2 Monetary Obligation**") for construction of two lanes of the southern portion of the Perimeter Roadway running from Margies Way to El Camino River Road (such portion being shown on **Exhibit "G"** as "**Segment 2**"), which is an amount roughly proportional to the ten percent (10%) of traffic impact identified in the Traffic Impact Analysis by BGE, Inc. dated February 2022 ("**TIA**"). The Segment 2 Monetary Obligation shall be re-calculated at the time Segment 2 is constructed to accurately determine the roughly proportional obligation of Owner at ten percent (10%) of two lanes of Segment 2 as a multi-modal arterial; however, in no event shall the Segment 2 Monetary Obligation exceed $350,000. The re-calculation may only occur once, and Owner shall be obligated to pay any additional Segment 2 Monetary Obligation to the City Transportation Fund immediately following notification from the City of an increase in the amount. The Segment 2 Monetary Obligation shall be satisfied in phased, periodic payments with the amount paid in full no later than January 1, 2032, and with the specific terms, conditions, and other provisions related to timing of the payments negotiated and executed as a separate infrastructure agreement. Notwithstanding the forgoing, the Segment 2 Monetary Obligation shall not include any costs associated with a bridge over the Colorado River or any roadway or other infrastructure associated with such bridge, provided that that the project developed on the Property is substantially similar to that depicted on the Concept Plan. Primary access points shall be on Lovers Lane as shown on the Concept Plan. Once Segment 1 of the Perimeter Roadway is constructed, any primary access points supplemental to those on Lovers Lane shall be taken from the Perimeter Roadway. Owner further agrees to prohibit access and use of El Camino Real River Road by Owner and Owner's affiliates and vendors until such time Segment 2 is constructed. The southern portion of the Property will be accessed by the private internal roadway system. If Segment 2 of the Perimeter Roadway is constructed, it will serve as access to the portions of the Project adjoining it. Owner reserves the right to choose the official name of the Perimeter Roadway, subject to Applicable Regulations and addressing requirements.

(ii) South Street Monetary Obligation. In addition to obligations related to the Perimeter Roadway, Owner shall make a fee-in-lieu payment to the City Transportation Fund in the total amount of $1,982,800.00 ("**South Street Monetary Obligation**") which represents the developer's roughly proportional traffic impact in the TIA and in the BGE Financial Participation Analysis Memo dated April 18, 2022. The intent of the South Street Monetary Obligation is to contribute to the cost of constructing a new bridge across the railroad tracks in order to connect

Lovers Lane to Martin Luther King Jr Street and Technology Drive by way of South Street ("**South Street Improvements**"). The South Street Improvements shall replace the required traffic mitigation previously identified in the TIA at the intersection of Lovers Lane and SH 71. The specific terms, conditions, and other provisions related to timing of the South Street Monetary Obligation shall be the subject of a separate infrastructure agreement. The South Street Monetary Obligation is contingent on negotiation and execution of a separate, related agreement with the City of Bastrop's Bastrop Economic Development Corporation, as approved by the City Council.

(iii) Traffic Mitigation. The City and Owner agree that the Dedicated ROW, construction of Segment 1, the Segment 2 Monetary Obligation, and the South Street Monetary Obligation (collectively, "Traffic Mitigation") shall satisfy all rough proportionality requirements under City Code for Owner's traffic mitigation or new transportation improvements that are required to accommodate the additional traffic demands created by the Project as proposed herein and in the TIA under full buildout. No additional payments or traffic improvements will be required of Owner by the City as long as there is no increase in intensity or density of the proposed Project and the Project is constructed in accordance with an approved site plan that aligns with this Agreement and the TIA. Notwithstanding the foregoing, the Traffic Mitigation shall not include any obligations or costs associated with a bridge over the Colorado River or any roadway or other infrastructure associated with such bridge, unless future development within the Project generates additional impact on the City's transportation network.

8. Impact Fees. Section 7.02(f) of the Agreement is hereby amended to clarify that Impact Fees shall be paid in the amount that is established by City ordinance as of the application submittal date for the final plat.

9. General Provisions.

a. Interpretation of this Amendment. This 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 Amendment, including, without limitation, all exhibits attached to this Amendment, are hereby incorporated into and made a part of the Agreement. As modified in this Amendment, the terms and conditions of the Agreement shall continue in full force and effect.

b. Counterparts. This 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.

c. Exhibits. The following exhibits to this Amendment are incorporated into and made part of the Agreement by reference for all purposes:

Exhibit I	Examples of Flexibility Site Plan Improvements
Exhibit J	Examples of Backlots

[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

Attest:

By:_____
Name: Ann Franklin
Title: City Secretary

By:_____
Name: Paul A. Hofmann
Title: City Manager

STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me on this ____ day of _____, 2022, by Paul A. Hofmann, City Manager of the City of Bastrop, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

_____
Notary Public, State of Texas

OWNER:

BASTROP COLORADO BEND, LLC,
a Texas limited liability company

_____
Alton Butler, Manager

STATE OF CALIFORNIA §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____ 2022, by Alton Butler, Manager of Bastrop Colorado Bend, LLC, a Texas limited liability company, on behalf of said limited liability company for the purposes set forth herein.

_____
(SEAL) Notary Public, State of California

EXHIBIT I
EXAMPLES OF
FLEXIBILITY SITE PLAN IMPROVEMENTS

FLEXIBILITY ZONE IMPROVEMENTS

Exhibit "I"









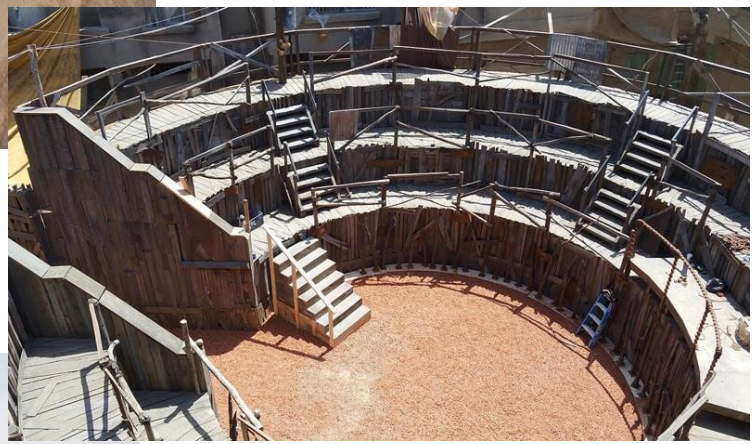




EXHIBIT J
EXAMPLES OF BACKLOTS

BACKLOT

Exhibit “J”











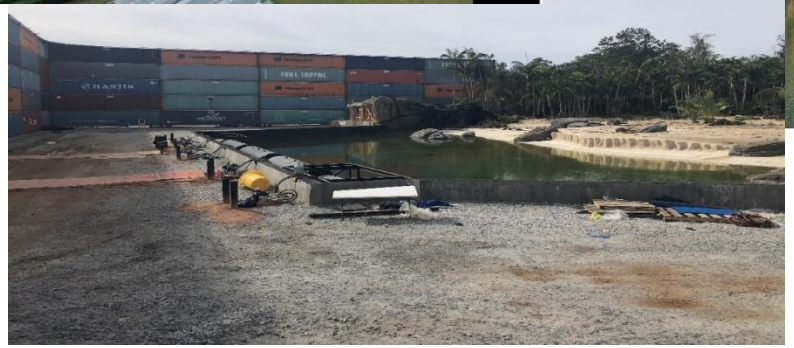


Exhibit "J"









STAFF REPORT

MEETING DATE: July 12, 2022

TITLE:
Consider action to approve the second reading of Ordinance No. 2022-04 of the City Council of the City of Bastrop, Texas, annexing Bastrop Colorado bend phase 1, for 312.61 acres of land out of the Stephen F. Austin Survey, Abstract No. 2, located west of Lovers Lane and southeast of the Colorado River, as shown in Exhibit A, providing for findings of fact, adoption, establishing zoning and character district, repealer, severability, filing and enforcement; establishing an effective date; and proper notice and meeting.

STAFF REPRESENTATIVE:
Jennifer C. Bills, Director of Planning & Development

BACKGROUND:
The applicant has submitted a petition for annexation of 312.591 acres (Phase 1) in accordance with the Development Agreement that was approved on June 22, 2021. The Development Agreement allows for the annexation of the full 546.364 acres in phases.

Notice of the public hearing was posted in the Bastrop Advertiser in accordance with the Texas Local Government Code, Chapter 43, Subchapter C-3 "Annexation of Area on Request of Owners". Per Section 2.3.003 of the Bastrop Building Block (B^3) Code, the default zoning upon annexation is Place Type 2 – Rural. Staff is recommending extending the Pine Village Character District (Chapter 4: Character Districts) which is the closest non-Planned Development Character District. Extending the city limits of Bastrop will extend the One-mile Statutory Extraterritorial Jurisdiction, as show in Attachment 1. A portion of the Colorado River was annexed on March 8, 2022 to make this area contiguous to the city limits.

This annexation request is accompanied by a Transportation Master Plan Amendment, Future Land Use Plan Amendment, and a Zoning Concept Scheme. The Zoning Concept Scheme cannot be adopted until the annexation is approved by City Council.

RECOMMENDATION:
Consider action to approve the second reading of Ordinance No. 2022-04 as presented.

ATTACHMENTS:
- Ordinance No. 2022-04
- Exhibit A: Property Sketch and Metes & Bounds Description
- Exhibit B: Municipal Service Agreement
- Attachment 1: Location Map
- Attachment 2: Applicant's Petition for Annexation

ORDINANCE NO. 2022-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ANNEXING BASTROP COLORADO BEND PHASE 1, FOR 312.61 ACRES OF LAND OUT OF THE STEPHEN F. AUSTIN SURVEY, ABSTRACT NO. 2, LOCATED WEST OF LOVERS LANE AND SOUTHEAST OF THE COLORADO RIVER, AS SHOWN IN EXHIBIT A, PROVIDING FOR FINDINGS OF FACT, ADOPTION, ESTABLISHING ZONING AND CHARACTER DISTRICT, REPEALER, SEVERABILITY, FILING AND ENFORCEMENT; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

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

WHEREAS, on or about November 1, 2021, Alton Butler submitted a petition for voluntary annexation of the property in the area described in Exhibit "A" (the "property"), which is attached hereto and incorporated herein for all purposes; and,

WHEREAS, City Council has entered into a written agreement with the owners of land in the area for the provision of services in the area; and,

WHEREAS, in accordance with Texas Local Government Code Chapter 43 Subchapter C-3, public notice was given, and a public hearing was held before the City Council regarding the requested annexation; and

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

WHEREAS, the base zoning district is established per Section 2.3.003 "Zoning Upon Annexation" as P2, Place Type 2 Rural, the Character District established will extend Pine Village Character District; and,

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

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

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

Section 2: The property in the area described in Exhibit "A", which is attached hereto and incorporated herein for all purposes, is hereby annexed and brought into the municipal boundaries (i.e., corporate limits) of the City of Bastrop, Texas, and is made an integral part, hereof. The official map and boundaries of the City are hereby amended and revised so as to include the area annexed, and to reflect the expansion of the City's extraterritorial jurisdiction resulting from such annexation.

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

Section 3: The base zoning district established is P2 Rural and the Character District established is Pine Village.

Section 4: All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

Section 5: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

Section 6: The City Secretary is hereby instructed to include this Ordinance in the records of the City and to have maps prepared depicting the new municipal boundaries and extraterritorial jurisdiction. The City Secretary is hereby instructed to file a certified copy of this Ordinance and the updated maps with the Bastrop County Clerk.

Section 7: The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance. Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

Section 8: This Ordinance shall be effective immediately upon passage and publication.

Section 9: 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.

READ & APPROVED on First Reading on this the 28th day of June, 2022.

READ & ADOPTED on the Second Reading on this the 12th day of July, 2022.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

Exhibit "A"
DESCRIPTION OF AREA TO BE ANNEXED

Exhibit "B"

ANNEXATION SERVICE PLAN

FIELD NOTES

THAT PORTION OF THE STEPHEN F. AUSTIN SURVEY, ABSTRACT NUMBER 2, BASTROP COUNTY, TEXAS, BEING A PART OF THAT 546.364 ACRE TRACT OF LAND CONVEYED TO BASTROP COLORADO BEND, LLC BY DEED RECORDED IN DOCUMENT NUMBER 202112664, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS (O.P.R.B.C.TX.) AND A PORTION OF THE COLORADO RIVER; MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGIN at a 1/2 inch iron rod found at the intersection of the north right-of-way line of Margie's Way (60' R.O.W.) and the west right-of-way line of Lovers Lane (R.O.W. Varies) monumenting an eastern corner of the above referenced 546.364 acre tract for an eastern corner of the herein described tract;

THENCE, along a southern line of said 546.364 acre tract, the north line of River Meadows, Phase 1 according to the plat thereof recorded in Cabinet 4, Slide 16-B, Plat Records of Bastrop County, Texas (P.R.B.C.TX.) and the north line of River Meadows, Phase 2 according to the plat thereof recorded in Cabinet 4, Slide 89-B, P.R.B.C.TX., and across said 546.364 acre tract, N77°48'10"W passing at a distance of 3012.19 feet a 1/2 inch iron rod found at the northeast corner of said River Meadows, Phase 2, and continuing on for a total distance of 3418.73 feet, for an inside corner of the herein described tract of land;

THENCE, continuing across said 546.364 acre tract, the following two (2) courses and distances:

1) S12°59'16"W a distance of 721.89 feet to a calculated point for a corner and;
2) N77°00'44"W a distance of 2890.84 feet to a calculated point on the top of low bank of the Colorado River, for a western corner of the herein described tract;

THENCE, along the common line of said 546.364 acre tract and said top of low bank of the Colorado River, the following sixteen (16) courses and distances:

1) N04°27'12"W a distance of 205.83 feet to a calculated point for a corner;
2) N23°56'49"E a distance of 405.92 feet to a calculated point for a corner;
3) N31°55'03"E a distance of 492.65 feet to a calculated point for a corner;
4) N42°19'52"E a distance of 761.71 feet to a calculated point for a corner;
5) N24°20'02"E a distance of 76.48 feet to a calculated point for a corner;
6) N76°42'21"E a distance of 215.54 feet to a calculated point for a corner;
7) S82°26'37"E a distance of 136.05 feet to a calculated point for a corner;
8) S71°34'16"E a distance of 245.56 feet to a calculated point for a corner;
9) S84°53'14"E a distance of 113.77 feet to a calculated point for a corner;
10) S82°27'35"E a distance of 66.95 feet to a calculated point for a corner;
11) S76°43'02"E a distance of 57.36 feet to a calculated point for a corner;
12) S57°42'57"E a distance of 45.23 feet to a calculated point for a corner;
13) S41°47'14"E a distance of 98.85 feet to a calculated point for a corner;
14) S86°03'31"E a distance of 334.43 feet to a calculated point for a corner;
15) S89°43'45"E a distance of 427.61 feet to a calculated point for a corner;
16) N85°04'35"E a distance of 461.81 feet to a calculated point for a corner;

THENCE, across said Colorado River, N04°39'34"W a distance of 535.42 feet to the southwest corner of The Final Plat of Pecan Park, Section 2 according to the plat thereof recorded in Cabinet 7, Slides 29-A - 30-A, P.R.B.C.TX.;

THENCE, along the north line of said Colorado River and the south line of said Pecan Park, Section 2, the following seven (7) courses and distances:

1) N84°06'49"E a distance of 554.84 feet;
2) N74°14'36"E a distance of 638.98 feet;
3) N70°04'04"E a distance of 506.08 feet;
4) N75°55'45"E a distance of 346.22 feet;
5) N79°50'42"E a distance of 670.03 feet;
6) N65°43'00"E a distance of 758.29 feet;
7) N75°40'31"E a distance of 481.30 feet;

THENCE, across said Colorado River, S29°43'36"E a distance of 281.95 feet to a calculated point at the northeast corner of said 546.364 acre tract, same being at the apparent northwest corner of a called 5.098 acre tract of land conveyed to James Mikulenka and Cindy Mikulenka by deed recorded in Volume 2336, Page 69, O.P.R.B.C.TX., for the northeast corner of the herein described tract of land;

THENCE, along the common line of said 5.098 acre tract and said 546.364 acre tract, S10°27'05"W, passing at a distance of 100.00 feet a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for reference, and continuing for a total distance of 465.77 feet to a 1/2 inch iron rod found on the northern right-of-way line of said Lovers Lane monumenting the southwest corner of said 5.098 acre tract, for an angle point of the herein described tract;

THENCE, along the common line of said 546.364 acre tract and the west right-of-way line of Lovers Lane, S10°55'05"W a distance of 3056.71 feet to the **POINT OF BEGINNING** and containing 348.1 acres of land.

This document was prepared under 22TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

PREPARED BY: _____ 1/25/2022



Stephen R. Lawrence, R.P.L.S. No. 6352
Carlson, Brigance & Doering, Inc.
Firm ID #10024900
12129 RR 620 N. Ste. 600
Austin, Texas 78750
(512) 280-5160 (512) 280-5165 (Fax)
stephen@cbdeng.com

BEARING BASIS: TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)

SKETCH TO ACCOMPANY FIELD NOTES

BASTROP COUNTY

STEPHEN F. AUSTIN SURVEY, ABSTRACT NUMBER 2

SCALE: 1" = 400'

LEGEND

- IRON ROD SET
- IRON ROD FOUND
- CALCULATED POINT
- FLOODPLAIN BOUNDARY

348.1 TOTAL ACRES

312.6 ACRES

BASTROP COLORADO BEND, LLC
(546.364 ACRES)
DOC. NO. 202112664 O.P.R.B.C.TX.

35.5 ACRES

COLORADO RIVER

STEPHEN F. AUSTIN SURVEY
ABSTRACT NO. 2

POINT OF BEGINNING

N77°48'10"W 3418.73'

406.54'

3012.19'

S12°59'16"W 721.89'

N77°00'44"W 2890.84'

S10°55'05"W 3056.71'

S29°43'36"E 281.95'

N75°40'31"E 481.30'

N70°58'40"E 849.49'

N65°43'00"E 758.29'

N79°50'42"E 670.03'

N75°55'45"E 346.22'

N70°04'04"E 506.08'

N74°14'36"E 638.98'

N84°06'49"E 554.84'

N04°39'34"W 535.42'

N73°46'29"E 913.85'

N71°38'34"E 1234.21'

N58°31'45"E 629.23'

Line Table			Line Table		
Line #	Direction	Length	Line #	Direction	Length
L1	N04°27'12"W	205.83	L13	S41°47'14"E	98.85
L2	N23°56'49"E	405.92	L14	S86°03'31"E	334.43
L3	N31°55'03"E	492.65	L15	S89°43'45"E	427.61
L4	N42°19'52"E	761.71	L16	N85°04'35"E	461.81
L5	N24°20'02"E	76.48	L17	N81°27'34"E	508.87
L6	N76°42'21"E	215.54	L18	S10°27'05"W	465.77
L7	S82°26'37"E	136.05			
L8	S71°34'16"E	245.56			
L9	S84°53'14"E	113.77			
L10	S82°27'35"E	66.95			
L11	S76°43'02"E	57.36			
L12	S57°42'57"E	45.23			

CITY OF BASTROP
(38.082 ACRES)
DOC. NO. 202108694

LOT 96

LOT 97

BLOCK K
PECAN PARK, SECTION 2
CAB. 7, SLD. 29-A

COMMUNITY ASSOCIATION
(17.224 ACRES)
DOC. NO. 201914231

JAMES & CINDY MIKULENKA
(5.098 ACRES)
VOL. 2336, PG. 69

50' DRAINAGE EASEMENT — DOC. NO. 201609619

L18

BLOCK 18

18" CMP

KEANE HALULULU LANE (50' R.O.W.)

LOVERS LANE (R.O.W. VARIES)

TAHITIAN VILLAGE
UNIT 3
CAB. 1, SLD. 84-A

JODIE RHODES
(48.891 ACRES)
VOL. 2112, PG. 380

RUDY GRIESENBECK
(2.984 ACRES)
VOL. 164, PG. 125

RIVER MEADOWS, PH. 2
CAB. 4, SLD 89-B

RIVER MEADOWS, PH. 1
CAB. 4, SLD 16-B

MARGIE'S WAY (60' R.O.W.)

CITY OF BASTROP
(25.00 ACRES)
VOL. 435, PG. 360

PALMS PROPERTIES, LLC
(45.088 ACRES)
DOC. NO. 201700307

STEPHANIE & CHRISTOPHER KENNEDY
(9.00 ACRES)
DOC. NO. 201711276

CHRISTOPHER & JENNIFER HUEGEL
(9.998 ACRES)
DOC. NO. 21713148

EL CAMINO RIVER ROAD (50' R.O.W.)

EL CAMINO REAL ESTATES
CAB. 1, SLD 139-B

TOP OF LOW BANK

TOP OF LOW BANK

COLORADO RIVER

COLORADO RIVER

NOTE:

THE APPLICANT\OWNER DOES NOT REPRESENT OR WARRANT THAT IT HAS OWNERSHIP OF ALL LAND SHOWN ON THIS MAP. OWNER CAN ONLY MAKE BINDING AND ENFORCEABLE COMMITMENTS OR AGREEMENTS OVER LAND THAT IT ACTUALLY OWNS. THE APPLICANT\OWNER DOES NOT OWN PROPERTY UNDER THE COLORADO RIVER AND DISCLAIMS ANY RIGHT TO MAKE ANY BINDING COMMITMENT OR AGREEMENT OVER SUCH PROPERTY.

BEARING BASIS: TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-

J:\AC3D\5067\Survey\5067 – ANNEX SURVEY & COLORADO

MUNICIPAL SERVICES AGREEMENT

MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF BASTROP, TEXAS AND BASTROP COLORADO BEND, LLC

This Municipal Services Agreement ("**Agreement**") is entered into on this ____ day of February 2022 by and between the City of Bastrop, Texas, a home rule municipality of the State of Texas ("**City**"), and Bastrop Colorado Bend, LLC, a Texas limited liability company ("**Owner**"). In this Agreement, City and Owner are sometimes individually referred to as a "*Party*" and collectively referred to as the "*Parties*".

RECITALS

The Parties agree that the following recitals are true and correct and form the basis upon which the Parties have entered into this Agreement.

WHEREAS, Owner owns certain parcels of land situated in Bastrop County, Texas, which consists of approximately 348.1 acres* of land situated in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("**Property**");

WHEREAS, Owner has entered into a Development Agreement with the City pursuant to Section 212.172 of Texas Local Government Code ("Development Agreement"), requesting full-purpose annexation of the Property;

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

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

1. PROPERTY. This Agreement is only applicable to the Property, more specifically described in Exhibit A.

2. INTENT. It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's

*Owner does not represent or warrant that it has ownership of all land described in Exhibit A. Owner can only make binding and enforceable commitments or agreements over land that it actually owns. Owner does not own property under the Colorado River and disclaims any right to make any binding commitment or agreement over such property.

infrastructure extension policies and developer or property owner participation in accordance with applicable City ordinances, the approved Development Agreement executed by the City Manager on the 22nd day of June, 2021, and all approved rules, regulations, and policies.

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

a. Police Services. The City provides municipal police protection through a City Police Department and will provide the service to the area once annexed.

b. Fire Services. This area is within the ESD #2 Service Area. The City of Bastrop Fire Department will provide aid through the Automatic Aid Agreement with ESD #2. Radio response for Emergency Medical Services will be provided with the present personnel and equipment.

c. Building Inspection/Code Enforcement Services. The City of Bastrop will provide building inspection and code enforcement services upon annexation.

d. Libraries. Bastrop Public Library provides library services.

e. Environmental Health & Health Code Enforcement. Complaints of ordinance or regulation violations within this area will be answered and investigated by City personnel, beginning with the effective date of the annexation ordinance.

f. Planning & Zoning. The planning and zoning jurisdiction of the City will be extended to this area on the effective date of the annexation ordinance. Pursuant to the Development Agreement, the Parties anticipate and desire for the Property to be zoned EC (Employment Center), or in a manner that is not inconsistent with land uses provided in the Development Agreement, following the effective date of the annexation ordinance and in accordance with the process and procedures applicable to all other properties within the City. Notwithstanding the foregoing, the Property shall be entitled to be developed with the land uses as more specifically provided in the Development Agreement. All services provided by the City will be extended to the area on the effective date of the annexation ordinance.

g. Parks & Recreation. All services and amenities associated with the City's Parks and Recreation activities will extend to this area on the effective date of the annexation ordinance.

h. Street & Drainage Maintenance. The City will provide street and drainage maintenance to public streets in the area in accordance with standard City policy as the area develops.

i. Street Lighting. The City will provide street lighting to the area in any public right-of-way in accordance with standard City Policy as the area develops.

j. Traffic Engineering. The City will provide, as appropriate, street names signs, traffic control devices, and other traffic system design improvements to the area.

k. Sanitation/Solid Waste Collection & Disposal. The City does not directly provide municipal sanitation/solid waste collection and disposal services. However, the City has granted an exclusive franchise for these services to Progressive Waste Solutions of TX d/b/a Waste Connections of Texas, which will be notified of all newly-annexed parcels.

l. Water Service. The area to be annexed will be served water by the City of Bastrop. Subject to related agreements between the City and Owner, extension of services to serve the site will be at the Owner's expense.

m. Sewer Service. The area to be annexed will be served by wastewater service by the City of Bastrop. Subject to related agreements between the City and Owner, extension of services to serve the site will be at the Owner's expense.

n. Miscellaneous. All other applicable municipal services will be provided to the area in accordance with policies established by the City.

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

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

5. SCHEDULE. Due to the size and vacancy of the Property, the plans, and schedule for the development of the Property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Agreement:

a. Water. Water service and maintenance of water facilities as follows:

i. Inspection of water distribution lines as provided by statutes of the State of Texas.

ii. The City intends to provide water services to the Property pursuant to the Development Agreement, and the terms of the Development Agreement applicable to water service are incorporated herein by reference. Save and except as provided in the Development Agreement, the City will provide water service in accordance with the applicable ordinances, rules, regulations, and policies of the City in effect from time to time for the extension of water service. The Owner shall construct the internal water lines and, subject to related agreements, pay the costs of line extension and construction of such facilities necessary to provide water service to the Property as required in City ordinances. Upon acceptance of off-site improvements required by the Development Agreement, water service

will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The water system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. In the event of a conflict between this Municipal Services Plan and the Development Agreement for the Property, the terms and provisions of the Development Agreement shall govern and control.

b. Wastewater. Wastewater service and maintenance of wastewater facilities as follows:

i. Inspection of sewer lines as provided by statutes of the State of Texas.

ii. The City intends to provide wastewater services to the Property pursuant to the Development Agreement, and the terms of the Development Agreement applicable to wastewater service are incorporated herein by reference. Save and except as provided in the Development Agreement, the City will provide wastewater service in accordance with the applicable rules and regulations for the provision of wastewater service in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. The Owner shall construct the internal wastewater lines and, subject to related agreements, pay the costs of line extension and construction of facilities necessary to provide wastewater service to the Property as required in City ordinances. Upon acceptance of any off-site improvements required by the Development Agreement, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. In the event of a conflict between this Municipal Services Plan and the Development Agreement for the Property, the terms and provisions of the Development Agreement shall govern and control.

6. AUTHORITY. City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement.

7. SEVERABILITY. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this

Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

8. INTERPRETATION. The Parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The Parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

9. GOVERNING LAW AND VENUE. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Bastrop County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Bastrop County, Texas.

10. NO WAIVER. The failure of either Party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

11. GOVERNMENTAL POWERS. It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

12. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

13. CAPTIONS. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

14. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND. This Agreement is binding on and inures to the benefit of the Parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

15. ENTIRE AGREEMENT. It is understood and agreed that this Agreement contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements or understandings between the Parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

[The remainder of this page intentionally left blank.]

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

CITY:

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

Attest:

By:_____
Name: Ann Franklin
Title: City Secretary

By:_____
Name: Paul A. Hofmann
Title: City Manager

THE STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me on this ____ day of _____, 2022, by Paul A. Hofmann, City Manager of the City of Bastrop, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

_____
Notary Public, State of Texas

OWNER:

BASTROP COLORADO BEND, LLC,
a Texas limited liability company

Alton Butler, Manager

THE STATE OF California §

COUNTY OF Los Angelrs §

This instrument was acknowledged before me on the 9th day of February 2022, by Alton Butler, Manager of Bastrop Colorado Bend, LLC, a Texas limited liability company, on behalf of said limited liability company for the purposes set forth herein.

(SEAL)

Notary Public, State of California

TINA MARIE ROSAS
Notary Public - California
Los Angeles County
Commission # 2310173
My Comm. Expires Nov 19, 2023

Exhibit A

348.1 ACRES
STEPHEN F. AUSTIN SURVEY, ABSTRACT NUMBER 2
BASTROP COUNTY TEXAS
ANNEXATION SURVEY

FIELD NOTES

THAT PORTION OF THE STEPHEN F. AUSTIN SURVEY, ABSTRACT NUMBER 2, BASTROP COUNTY, TEXAS, BEING A PART OF THAT 546.364 ACRE TRACT OF LAND CONVEYED TO BASTROP COLORADO BEND, LLC BY DEED RECORDED IN DOCUMENT NUMBER 202112664, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS (O.P.R.B.C.TX.) AND A PORTION OF THE COLORADO RIVER; MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGIN at a 1/2 inch iron rod found at the intersection of the north right-of-way line of Margie's Way (60' R.O.W.) and the west right-of-way line of Lovers Lane (R.O.W. Varies) monumenting an eastern corner of the above referenced 546.364 acre tract for an eastern corner of the herein described tract;

THENCE, along a southern line of said 546.364 acre tract, the north line of River Meadows, Phase 1 according to the plat thereof recorded in Cabinet 4, Slide 16-B, Plat Records of Bastrop County, Texas (P.R.B.C.TX.) and the north line of River Meadows, Phase 2 according to the plat thereof recorded in Cabinet 4, Slide 89-B, P.R.B.C.TX., and across said 546.364 acre tract, N77°48'10"W passing at a distance of 3012.19 feet a 1/2 inch iron rod found at the northeast corner of said River Meadows, Phase 2, and continuing on for a total distance of 3418.73 feet, for an inside corner of the herein described tract of land;

THENCE, continuing across said 546.364 acre tract, the following two (2) courses and distances:

1) S12°59'16"W a distance of 721.89 feet to a calculated point for a corner and;
2) N77°00'44"W a distance of 2890.84 feet to a calculated point on the top of low bank of the Colorado River, for a western corner of the herein described tract;

THENCE, along the common line of said 546.364 acre tract and said top of low bank of the Colorado River, the following sixteen (16) courses and distances:

1) N04°27'12"W a distance of 205.83 feet to a calculated point for a corner;
2) N23°56'49"E a distance of 405.92 feet to a calculated point for a corner;
3) N31°55'03"E a distance of 492.65 feet to a calculated point for a corner;
4) N42°19'52"E a distance of 761.71 feet to a calculated point for a corner;
5) N24°20'02"E a distance of 76.48 feet to a calculated point for a corner;
6) N76°42'21"E a distance of 215.54 feet to a calculated point for a corner;
7) S82°26'37"E a distance of 136.05 feet to a calculated point for a corner;
8) S71°34'16"E a distance of 245.56 feet to a calculated point for a corner;
9) S84°53'14"E a distance of 113.77 feet to a calculated point for a corner;
10) S82°27'35"E a distance of 66.95 feet to a calculated point for a corner;
11) S76°43'02"E a distance of 57.36 feet to a calculated point for a corner;
12) S57°42'57"E a distance of 45.23 feet to a calculated point for a corner;
13) S41°47'14"E a distance of 98.85 feet to a calculated point for a corner;
14) S86°03'31"E a distance of 334.43 feet to a calculated point for a corner;
15) S89°43'45"E a distance of 427.61 feet to a calculated point for a corner;
16) N85°04'35"E a distance of 461.81 feet to a calculated point for a corner;

THENCE, across said Colorado River, N04°39'34"W a distance of 535.42 feet to the southwest corner of The Final Plat of Pecan Park, Section 2 according to the plat thereof recorded in Cabinet 7, Slides 29-A - 30-A, P.R.B.C.TX.;

THENCE, along the north line of said Colorado River and the south line of said Pecan Park, Section 2, the following seven (7) courses and distances:

1) N84°06'49"E a distance of 554.84 feet;
2) N74°14'36"E a distance of 638.98 feet;
3) N70°04'04"E a distance of 506.08 feet;
4) N75°55'45"E a distance of 346.22 feet;
5) N79°50'42"E a distance of 670.03 feet;
6) N65°43'00"E a distance of 758.29 feet;
7) N75°40'31"E a distance of 481.30 feet;

THENCE, across said Colorado River, S29°43'36"E a distance of 281.95 feet to a calculated point at the northeast corner of said 546.364 acre tract, same being at the apparent northwest corner of a called 5.098 acre tract of land conveyed to James Mikulenka and Cindy Mikulenka by deed recorded in Volume 2336, Page 69, O.P.R.B.C.TX., for the northeast corner of the herein described tract of land;

THENCE, along the common line of said 5.098 acre tract and said 546.364 acre tract, S10°27'05"W, passing at a distance of 100.00 feet a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for reference, and continuing for a total distance of 465.77 feet to a 1/2 inch iron rod found on the northern right-of-way line of said Lovers Lane monumenting the southwest corner of said 5.098 acre tract, for an angle point of the herein described tract;

THENCE, along the common line of said 546.364 acre tract and the west right-of-way line of Lovers Lane, S10°55'05"W a distance of 3056.71 feet to the **POINT OF BEGINNING** and containing 348.1 acres of land.

This document was prepared under 22TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

PREPARED BY: _____ 1/25/2022



Stephen R. Lawrence, R.P.L.S. No. 6352
Carlson, Brigance & Doering, Inc.
Firm ID #10024900
12129 RR 620 N. Ste. 600
Austin, Texas 78750
(512) 280-5160 (512) 280-5165 (Fax)
stephen@cbdeng.com

BEARING BASIS: TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)

SKETCH TO ACCOMPANY FIELD NOTES

BASTROP COUNTY
STEPHEN F. AUSTIN SURVEY, ABSTRACT NUMBER 2

SCALE: 1" = 400'

LEGEND

- IRON ROD SET
- IRON ROD FOUND
- CALCULATED POINT
- FLOODPLAIN BOUNDARY

CITY OF BASTROP
(38.082 ACRES)
DOC. NO. 202108694

LOT 96

LOT 97

BLOCK K
PECAN PARK, SECTION 2
CAB. 7, SLD. 29-A

COMMUNITY ASSOCIATION
(17.224 ACRES)
DOC. NO. 201914231

JAMES & CINDY
MIKULENKA
(5.098 ACRES)
VOL. 2336, PG. 69

JODIE RHODES
(48.891 ACRES)
VOL. 2112, PG. 380

RUDY GRIESENBECK
(2.984 ACRES)
VOL. 164, PG. 125

BASTROP COLORADO BEND, LLC
(546.364 ACRES)
DOC. NO. 202112664 O.P.R.B.C.TX.

PALMS PROPERTIES, LLC
(45.088 ACRES)
DOC. NO. 201700307

STEPHANIE & CHRISTOPHER KENNEDY
(9.00 ACRES)
DOC. NO. 201711276

CHRISTOPHER & JENNIFER HUEGEL
(9.998 ACRES)
DOC. NO. 21713148

CITY OF BASTROP
(25.00 ACRES)
VOL. 435, PG. 360

RIVER MEADOWS, PH. 2
CAB. 4, SLD 89-B

RIVER MEADOWS, PH. 1
CAB. 4, SLD 16-B

MARGIE'S WAY (60' R.O.W.)

EL CAMINO REAL ESTATES
CAB. 1, SLD 139-B

EL CAMINO RIVER ROAD (50' R.O.W.)

LOVERS LANE (R.O.W. VARIES)

KEANE HALULULU LANE (50' R.O.W.)

TAHITIAN VILLAGE
UNIT 3
CAB. 1, SLD. 84-A

BLOCK 18

18" CMP

50' DRAINAGE EASEMENT – DOC. NO. 201609619

TOP OF LOW BANK

COLORADO RIVER

N71°38'34"E 1234.21'
N70°58'40"E 849.49'
N65°43'00"E 758.29'
N79°50'42"E 670.03'
N75°55'45"E 346.22'
N70°04'04"E 506.08'
N74°14'36"E 638.98'
N84°06'49"E 554.84'
N04°39'34"W 535.42'
N73°46'29"E 913.85'
N58°31'45"E 629.23'
S29°43'36"E 281.95'
N75°40'31"E 481.30'
S10°55'05"W 3056.71'
S12°59'16"W 721.89'
N77°00'44"W 2890.84'
N77°48'10"W 3418.73'
406.54'
3012.19'

348.1 TOTAL ACRES

312.6 ACRES

STEPHEN F. AUSTIN SURVEY
ABSTRACT NO. 2

POINT OF BEGINNING

Line Table			Line Table		
Line #	Direction	Length	Line #	Direction	Length
L1	N04°27'12"W	205.83	L13	S41°47'14"E	98.85
L2	N23°56'49"E	405.92	L14	S86°03'31"E	334.43
L3	N31°55'03"E	492.65	L15	S89°43'45"E	427.61
L4	N42°19'52"E	761.71	L16	N85°04'35"E	461.81
L5	N24°20'02"E	76.48	L17	N81°27'34"E	508.87
L6	N76°42'21"E	215.54	L18	S10°27'05"W	465.77
L7	S82°26'37"E	136.05			
L8	S71°34'16"E	245.56			
L9	S84°53'14"E	113.77			
L10	S82°27'35"E	66.95			
L11	S76°43'02"E	57.36			
L12	S57°42'57"E	45.23			

NOTE:

THE APPLICANT\OWNER DOES NOT REPRESENT OR WARRANT THAT IT HAS OWNERSHIP OF ALL LAND SHOWN ON THIS MAP. OWNER CAN ONLY MAKE BINDING AND ENFORCEABLE COMMITMENTS OR AGREEMENTS OVER LAND THAT IT ACTUALLY OWNS. THE APPLICANT\OWNER DOES NOT OWN PROPERTY UNDER THE COLORADO RIVER AND DISCLAIMS ANY RIGHT TO MAKE ANY BINDING COMMITMENT OR AGREEMENT OVER SUCH PROPERTY.

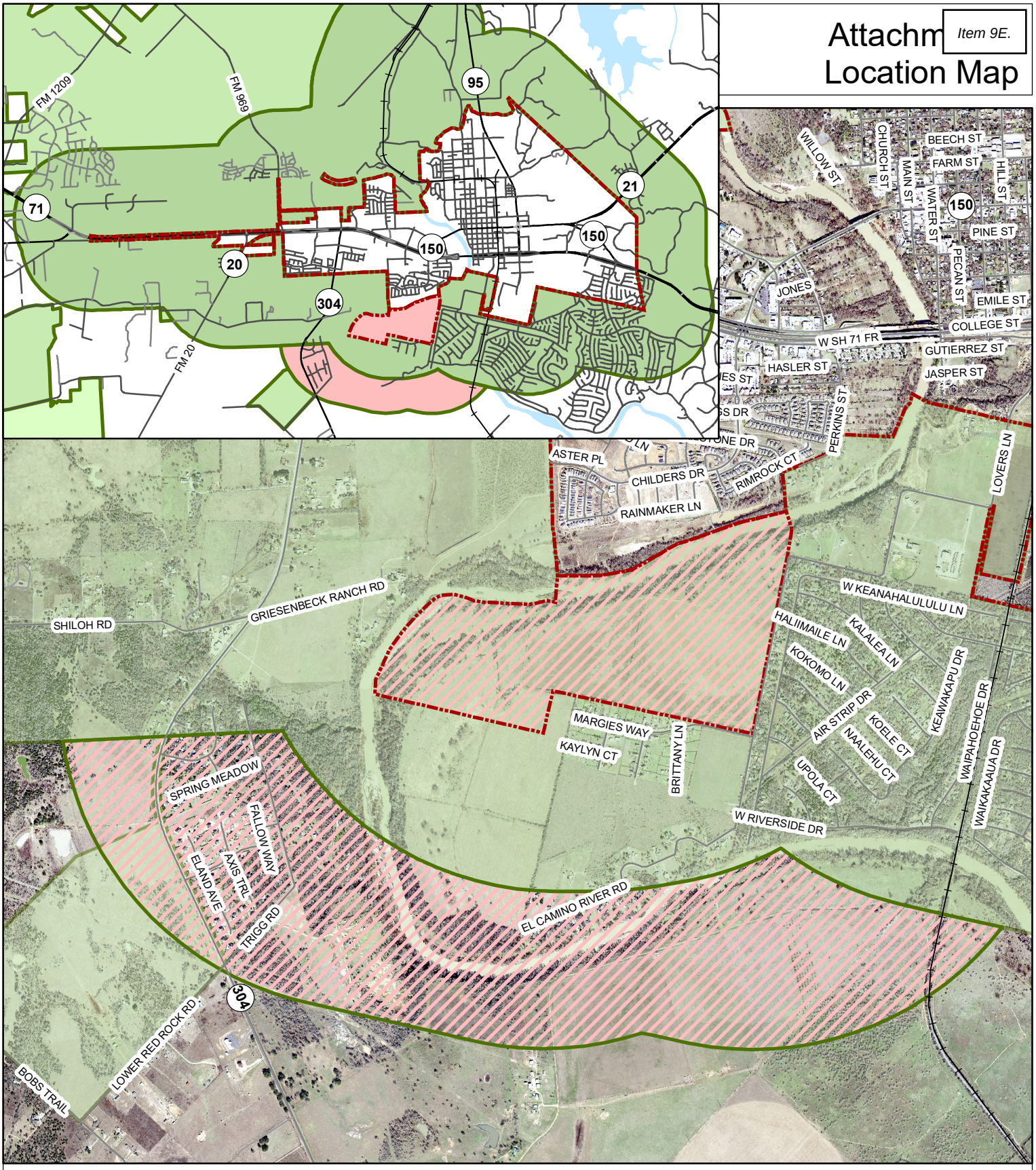
BEARING BASIS: TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-

J:\AC3D\5067\Survey\5067 – ANNEX SURVEY & COLORADO

Item 9E.

Attachm Location Map



Legend

- Existing City Limits
- Proposed Annexation
- ETJ Statutory Expansion
- Existing ETJ Statutory (one-mile)
- Existing ETJ Area A

Proposed Annexation and
Extraterritorial Jurisdiction Expansion
Bastrop Colorado Bend Phase 1

0 650 1,300 2,600
Feet

N

Date: 2/7/2022

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

ANNEXATION PETITION

STATE OF TEXAS §
§
COUNTY OF BASTROP §

REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF BASTROP FOR ANNEXATION OF PROPERTY

WHEREAS, the undersigned is the owner of a certain tract of property located within Bastrop County, Texas, such property more particularly described hereinafter by true and correct legal description (referred to herein as the "**Property**");

WHEREAS, the undersigned has sought the annexation of the Property by the City of Bastrop, Texas (hereinafter sometimes referred to as "**City**"), to obtain the benefits of City services to the Property by the City;

WHEREAS, the Property is contiguous and adjacent to the corporate limits of the City;

WHEREAS, the City, pursuant to *§43.0671, Tex. Loc. Gov't. Code* and the request of the owner, is authorized to annex the Property; and

WHEREAS, the undersigned agrees and consents to the annexation of the Property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

NOW, THEREFORE, the undersigned by this Request and Petition:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Bastrop, Texas, of all portions of the Property, including the abutting streets, roadways, and rights-of-way, not previously annexed into the City and further described as follows:

> Being all that certain 348.1 acre* tract of land situated in the Stephen F. Austin Survey, Abstract Number 2, Bastrop County, Texas, being more particularly shown and described in the Exhibit A attached hereto and incorporated herein for all purposes.
>
> *Petitioner does not represent or warrant that it has ownership of all land described in Exhibit A. Petitioner does not own property under the Colorado River and disclaims any right to make any binding commitment or agreement over such property.

SECTION TWO: Requests that after annexation the City provide such services as are legally permissible and provided by the City, including the general governmental services as set forth in the municipal services plan.

SECTION THREE: Acknowledges and represents having received, read and understood the attached "draft" Service Plan, attached hereto as Exhibit B, (proposed to be applicable to and adopted for the Property) and that such "draft" Service Plan is wholly adequate and acceptable to the undersigned who hereby request the City Council to proceed with the annexation and

preparation of a final Municipal Service Plan and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understands and agrees that all City services to the Property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Municipal Service Plan.

SECTION FIVE: Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Bastrop and in the real property records of Bastrop County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the subject property.

FILED, this 9th day of February 2022, with the City Secretary of the City of Bastrop, Bastrop County, Texas.

Petitioner:

BASTROP COLORADO BEND, LLC,
a Texas limited liability company

Alton Butler, Manager

STATE OF California §
§
COUNTY OF Los Angeles §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Alton Butler, Manager of Bastrop Colorado Bend, LLC, a Texas limited liability company, and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 9th day of February 2022.

(SEAL)

Tina Marie Rosas
Notary Public-State of California

TINA MARIE ROSAS
Notary Public - California
Los Angeles County
Commission # 2310173
My Comm. Expires Nov 19, 2023

Exhibit A

348.1 ACRES
STEPHEN F. AUSTIN SURVEY, ABSTRACT NUMBER 2
BASTROP COUNTY TEXAS
ANNEXATION SURVEY

FIELD NOTES

THAT PORTION OF THE STEPHEN F. AUSTIN SURVEY, ABSTRACT NUMBER 2, BASTROP COUNTY, TEXAS, BEING A PART OF THAT 546.364 ACRE TRACT OF LAND CONVEYED TO BASTROP COLORADO BEND, LLC BY DEED RECORDED IN DOCUMENT NUMBER 202112664, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS (O.P.R.B.C.TX.) AND A PORTION OF THE COLORADO RIVER; MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGIN at a 1/2 inch iron rod found at the intersection of the north right-of-way line of Margie's Way (60' R.O.W.) and the west right-of-way line of Lovers Lane (R.O.W. Varies) monumenting an eastern corner of the above referenced 546.364 acre tract for an eastern corner of the herein described tract;

THENCE, along a southern line of said 546.364 acre tract, the north line of River Meadows, Phase 1 according to the plat thereof recorded in Cabinet 4, Slide 16-B, Plat Records of Bastrop County, Texas (P.R.B.C.TX.) and the north line of River Meadows, Phase 2 according to the plat thereof recorded in Cabinet 4, Slide 89-B, P.R.B.C.TX., and across said 546.364 acre tract, N77°48'10"W passing at a distance of 3012.19 feet a 1/2 inch iron rod found at the northeast corner of said River Meadows, Phase 2, and continuing on for a total distance of 3418.73 feet, for an inside corner of the herein described tract of land;

THENCE, continuing across said 546.364 acre tract, the following two (2) courses and distances:

1) S12°59'16"W a distance of 721.89 feet to a calculated point for a corner and;
2) N77°00'44"W a distance of 2890.84 feet to a calculated point on the top of low bank of the Colorado River, for a western corner of the herein described tract;

THENCE, along the common line of said 546.364 acre tract and said top of low bank of the Colorado River, the following sixteen (16) courses and distances:

1) N04°27'12"W a distance of 205.83 feet to a calculated point for a corner;
2) N23°56'49"E a distance of 405.92 feet to a calculated point for a corner;
3) N31°55'03"E a distance of 492.65 feet to a calculated point for a corner;
4) N42°19'52"E a distance of 761.71 feet to a calculated point for a corner;
5) N24°20'02"E a distance of 76.48 feet to a calculated point for a corner;
6) N76°42'21"E a distance of 215.54 feet to a calculated point for a corner;
7) S82°26'37"E a distance of 136.05 feet to a calculated point for a corner;
8) S71°34'16"E a distance of 245.56 feet to a calculated point for a corner;
9) S84°53'14"E a distance of 113.77 feet to a calculated point for a corner;
10) S82°27'35"E a distance of 66.95 feet to a calculated point for a corner;
11) S76°43'02"E a distance of 57.36 feet to a calculated point for a corner;
12) S57°42'57"E a distance of 45.23 feet to a calculated point for a corner;
13) S41°47'14"E a distance of 98.85 feet to a calculated point for a corner;
14) S86°03'31"E a distance of 334.43 feet to a calculated point for a corner;
15) S89°43'45"E a distance of 427.61 feet to a calculated point for a corner;
16) N85°04'35"E a distance of 461.81 feet to a calculated point for a corner;

THENCE, across said Colorado River, N04°39'34"W a distance of 535.42 feet to the southwest corner of The Final Plat of Pecan Park, Section 2 according to the plat thereof recorded in Cabinet 7, Slides 29-A - 30-A, P.R.B.C.TX.;

THENCE, along the north line of said Colorado River and the south line of said Pecan Park, Section 2, the following seven (7) courses and distances:

1) N84°06'49"E a distance of 554.84 feet;
2) N74°14'36"E a distance of 638.98 feet;
3) N70°04'04"E a distance of 506.08 feet;
4) N75°55'45"E a distance of 346.22 feet;
5) N79°50'42"E a distance of 670.03 feet;
6) N65°43'00"E a distance of 758.29 feet;
7) N75°40'31"E a distance of 481.30 feet;

THENCE, across said Colorado River, S29°43'36"E a distance of 281.95 feet to a calculated point at the northeast corner of said 546.364 acre tract, same being at the apparent northwest corner of a called 5.098 acre tract of land conveyed to James Mikulenka and Cindy Mikulenka by deed recorded in Volume 2336, Page 69, O.P.R.B.C.TX., for the northeast corner of the herein described tract of land;

THENCE, along the common line of said 5.098 acre tract and said 546.364 acre tract, S10°27'05"W, passing at a distance of 100.00 feet a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for reference, and continuing for a total distance of 465.77 feet to a 1/2 inch iron rod found on the northern right-of-way line of said Lovers Lane monumenting the southwest corner of said 5.098 acre tract, for an angle point of the herein described tract;

THENCE, along the common line of said 546.364 acre tract and the west right-of-way line of Lovers Lane, S10°55'05"W a distance of 3056.71 feet to the **POINT OF BEGINNING** and containing 348.1 acres of land.

This document was prepared under 22TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

PREPARED BY: _____ 1/25/2022



Stephen R. Lawrence, R.P.L.S. No. 6352
Carlson, Brigance & Doering, Inc.
Firm ID #10024900
12129 RR 620 N. Ste. 600
Austin, Texas 78750
(512) 280-5160 (512) 280-5165 (Fax)
stephen@cbdeng.com

BEARING BASIS: TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)

SKETCH TO ACCOMPANY FIELD NOTES

BASTROP COUNTY
STEPHEN F. AUSTIN SURVEY, ABSTRACT NUMBER 2

SCALE: 1" = 400'

LEGEND

- IRON ROD SET
- IRON ROD FOUND
- CALCULATED POINT
- FLOODPLAIN BOUNDARY

CITY OF BASTROP
(38.082 ACRES)
DOC. NO. 202108694

LOT 96

LOT 97

BLOCK K
PECAN PARK, SECTION 2
CAB. 7, SLD. 29-A

COMMUNITY ASSOCIATION
(17.224 ACRES)
DOC. NO. 201914231

JAMES & CINDY
MIKULENKA
(5.098 ACRES)
VOL. 2336, PG. 69

JODIE RHODES
(48.891 ACRES)
VOL. 2112, PG. 380

RUDY GRIESENBECK
(2.984 ACRES)
VOL. 164, PG. 125

BASTROP COLORADO BEND, LLC
(546.364 ACRES)
DOC. NO. 202112664 O.P.R.B.C.TX.

PALMS PROPERTIES, LLC
(45.088 ACRES)
DOC. NO. 201700307

STEPHANIE & CHRISTOPHER KENNEDY
(9.00 ACRES)
DOC. NO. 201711276

CHRISTOPHER & JENNIFER HUEGEL
(9.998 ACRES)
DOC. NO. 21713148

CITY OF BASTROP
(25.00 ACRES)
VOL. 435, PG. 360

RIVER MEADOWS, PH. 2
CAB. 4, SLD 89-B

RIVER MEADOWS, PH. 1
CAB. 4, SLD 16-B

MARGIE'S WAY (60' R.O.W.)

EL CAMINO REAL ESTATES
CAB. 1, SLD 139-B

EL CAMINO RIVER ROAD (50' R.O.W.)

LOVERS LANE (R.O.W. VARIES)

KEANE HALULULU LANE (50' R.O.W.)

TAHITIAN VILLAGE
UNIT 3
CAB. 1, SLD. 84-A

BLOCK 18

50' DRAINAGE EASEMENT – DOC. NO. 201609619

18" CMP

TOP OF LOW BANK

COLORADO RIVER

STEPHEN F. AUSTIN SURVEY
ABSTRACT NO. 2

348.1 TOTAL ACRES

312.6 ACRES

35.5 ACRES

N74°14'36"E 638.98'
N70°04'04"E 506.08'
N75°55'45"E 346.22'
N79°50'42"E 670.03'
N71°38'34"E 1234.21'
N58°31'45"E 629.23'
N73°46'29"E 913.85'
N84°06'49"E 554.84'
N04°39'34"W 535.42'
N65°43'00"E 758.29'
N70°58'40"E 849.49'
N75°40'31"E 481.30'
S29°43'36"E 281.95'
S10°55'05"W 3056.71'
S12°59'16"W 721.89'
N77°00'44"W 2890.84'
N77°48'10"W 3418.73'
406.54'
3012.19'

POINT OF BEGINNING

Line Table			Line Table		
Line #	Direction	Length	Line #	Direction	Length
L1	N04°27'12"W	205.83	L13	S41°47'14"E	98.85
L2	N23°56'49"E	405.92	L14	S86°03'31"E	334.43
L3	N31°55'03"E	492.65	L15	S89°43'45"E	427.61
L4	N42°19'52"E	761.71	L16	N85°04'35"E	461.81
L5	N24°20'02"E	76.48	L17	N81°27'34"E	508.87
L6	N76°42'21"E	215.54	L18	S10°27'05"W	465.77
L7	S82°26'37"E	136.05			
L8	S71°34'16"E	245.56			
L9	S84°53'14"E	113.77			
L10	S82°27'35"E	66.95			
L11	S76°43'02"E	57.36			
L12	S57°42'57"E	45.23			

NOTE:

THE APPLICANT\OWNER DOES NOT REPRESENT OR WARRANT THAT IT HAS OWNERSHIP OF ALL LAND SHOWN ON THIS MAP. OWNER CAN ONLY MAKE BINDING AND ENFORCEABLE COMMITMENTS OR AGREEMENTS OVER LAND THAT IT ACTUALLY OWNS. THE APPLICANT\OWNER DOES NOT OWN PROPERTY UNDER THE COLORADO RIVER AND DISCLAIMS ANY RIGHT TO MAKE ANY BINDING COMMITMENT OR AGREEMENT OVER SUCH PROPERTY.

BEARING BASIS: TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-

J:\AC3D\5067\Survey\5067 – ANNEX SURVEY & COLORADO

Exhibit B

MUNICIPAL SERVICES AGREEMENT

MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF BASTROP, TEXAS AND BASTROP COLORADO BEND, LLC

This Municipal Services Agreement ("**Agreement**") is entered into on this ____ day of February 2022 by and between the City of Bastrop, Texas, a home rule municipality of the State of Texas ("**City**"), and Bastrop Colorado Bend, LLC, a Texas limited liability company ("**Owner**"). In this Agreement, City and Owner are sometimes individually referred to as a "*Party*" and collectively referred to as the "*Parties*".

RECITALS

The Parties agree that the following recitals are true and correct and form the basis upon which the Parties have entered into this Agreement.

WHEREAS, Owner owns certain parcels of land situated in Bastrop County, Texas, which consists of approximately 348.1 acres* of land situated in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("**Property**");

WHEREAS, Owner has entered into a Development Agreement with the City pursuant to Section 212.172 of Texas Local Government Code ("Development Agreement"), requesting full-purpose annexation of the Property;

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

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

1. PROPERTY. This Agreement is only applicable to the Property, more specifically described in Exhibit A.

2. INTENT. It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's

*Owner does not represent or warrant that it has ownership of all land described in Exhibit A. Owner can only make binding and enforceable commitments or agreements over land that it actually owns. Owner does not own property under the Colorado River and disclaims any right to make any binding commitment or agreement over such property.

infrastructure extension policies and developer or property owner participation in accordance with applicable City ordinances, the approved Development Agreement executed by the City Manager on the 22nd day of June, 2021, and all approved rules, regulations, and policies.

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

a. Police Services. The City provides municipal police protection through a City Police Department and will provide the service to the area once annexed.

b. Fire Services. This area is within the ESD #2 Service Area. The City of Bastrop Fire Department will provide aid through the Automatic Aid Agreement with ESD #2. Radio response for Emergency Medical Services will be provided with the present personnel and equipment.

c. Building Inspection/Code Enforcement Services. The City of Bastrop will provide building inspection and code enforcement services upon annexation.

d. Libraries. Bastrop Public Library provides library services.

e. Environmental Health & Health Code Enforcement. Complaints of ordinance or regulation violations within this area will be answered and investigated by City personnel, beginning with the effective date of the annexation ordinance.

f. Planning & Zoning. The planning and zoning jurisdiction of the City will be extended to this area on the effective date of the annexation ordinance. Pursuant to the Development Agreement, the Parties anticipate and desire for the Property to be zoned EC (Employment Center), or in a manner that is not inconsistent with land uses provided in the Development Agreement, following the effective date of the annexation ordinance and in accordance with the process and procedures applicable to all other properties within the City. Notwithstanding the foregoing, the Property shall be entitled to be developed with the land uses as more specifically provided in the Development Agreement. All services provided by the City will be extended to the area on the effective date of the annexation ordinance.

g. Parks & Recreation. All services and amenities associated with the City's Parks and Recreation activities will extend to this area on the effective date of the annexation ordinance.

h. Street & Drainage Maintenance. The City will provide street and drainage maintenance to public streets in the area in accordance with standard City policy as the area develops.

i. Street Lighting. The City will provide street lighting to the area in any public right-of-way in accordance with standard City Policy as the area develops.

j. Traffic Engineering. The City will provide, as appropriate, street names signs, traffic control devices, and other traffic system design improvements to the area.

k. Sanitation/Solid Waste Collection & Disposal. The City does not directly provide municipal sanitation/solid waste collection and disposal services. However, the City has granted an exclusive franchise for these services to Progressive Waste Solutions of TX d/b/a Waste Connections of Texas, which will be notified of all newly-annexed parcels.

l. Water Service. The area to be annexed will be served water by the City of Bastrop. Subject to related agreements between the City and Owner, extension of services to serve the site will be at the Owner's expense.

m. Sewer Service. The area to be annexed will be served by wastewater service by the City of Bastrop. Subject to related agreements between the City and Owner, extension of services to serve the site will be at the Owner's expense.

n. Miscellaneous. All other applicable municipal services will be provided to the area in accordance with policies established by the City.

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

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

5. SCHEDULE. Due to the size and vacancy of the Property, the plans, and schedule for the development of the Property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Agreement:

a. Water. Water service and maintenance of water facilities as follows:

i. Inspection of water distribution lines as provided by statutes of the State of Texas.

ii. The City intends to provide water services to the Property pursuant to the Development Agreement, and the terms of the Development Agreement applicable to water service are incorporated herein by reference. Save and except as provided in the Development Agreement, the City will provide water service in accordance with the applicable ordinances, rules, regulations, and policies of the City in effect from time to time for the extension of water service. The Owner shall construct the internal water lines and, subject to related agreements, pay the costs of line extension and construction of such facilities necessary to provide water service to the Property as required in City ordinances. Upon acceptance of off-site improvements required by the Development Agreement, water service

will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The water system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. In the event of a conflict between this Municipal Services Plan and the Development Agreement for the Property, the terms and provisions of the Development Agreement shall govern and control.

b. Wastewater. Wastewater service and maintenance of wastewater facilities as follows:

i. Inspection of sewer lines as provided by statutes of the State of Texas.

ii. The City intends to provide wastewater services to the Property pursuant to the Development Agreement, and the terms of the Development Agreement applicable to wastewater service are incorporated herein by reference. Save and except as provided in the Development Agreement, the City will provide wastewater service in accordance with the applicable rules and regulations for the provision of wastewater service in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. The Owner shall construct the internal wastewater lines and, subject to related agreements, pay the costs of line extension and construction of facilities necessary to provide wastewater service to the Property as required in City ordinances. Upon acceptance of any off-site improvements required by the Development Agreement, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. In the event of a conflict between this Municipal Services Plan and the Development Agreement for the Property, the terms and provisions of the Development Agreement shall govern and control.

6. AUTHORITY. City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement.

7. SEVERABILITY. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this

Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

8. INTERPRETATION. The Parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The Parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

9. GOVERNING LAW AND VENUE. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Bastrop County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Bastrop County, Texas.

10. NO WAIVER. The failure of either Party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

11. GOVERNMENTAL POWERS. It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

12. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

13. CAPTIONS. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

14. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND. This Agreement is binding on and inures to the benefit of the Parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

15. ENTIRE AGREEMENT. It is understood and agreed that this Agreement contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements or understandings between the Parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

[The remainder of this page intentionally left blank.]

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

CITY:

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

Attest:

By:_____
Name: Ann Franklin
Title: City Secretary

By:_____
Name: Paul A. Hofmann
Title: City Manager

THE STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me on this ____ day of _____, 2022, by Paul A. Hofmann, City Manager of the City of Bastrop, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

_____
Notary Public, State of Texas

OWNER:

BASTROP COLORADO BEND, LLC,
a Texas limited liability company

_____
Alton Butler, Manager

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____ 2022, by Alton Butler, Manager of Bastrop Colorado Bend, LLC, a Texas limited liability company, on behalf of said limited liability company for the purposes set forth herein.

_____
(SEAL) Notary Public, State of _____

STAFF REPORT

MEETING DATE: July 12, 2022

TITLE:
Consider action to approve the second reading of Ordinance No. 2022-07 of the City Council of the City of Bastrop, Texas, approving the Bastrop Colorado Bend Zoning Concept Scheme, changing the zoning for 312.591 acres out of the Stephen F. Austin Survey Abstract 2, from P2 Rural to PEC Employment Center and establishing a plan on 312.591 acres, located west of Lovers Lane, within the city limits of the City of Bastrop, as shown in Exhibit A, providing for findings of fact, adoption, repealer, severability and enforcement, proper notice and meeting; and establishing an effective date.

STAFF REPRESENTATIVE:
Jennifer C. Bills, Director of Planning & Development

BACKGROUND:
The applicant has submitted an application for a Zoning Concept Scheme for Bastrop Colorado Bend (Exhibit A). The development is proposed to be Place Type EC – Employment Center zoning with a mix of land uses and development types that that support a primary use as a film studio. The attached Background Memo contains staff analysis.

Annexation

This ZCS is accompanied by an annexation request for the 312.591 acres. The property will be annexed as P2 Rural. City Council will consider and approve the annexation prior to considering the rezoning from P2 to PEC.

Comprehensive Plan Amendments – Future Land Use and Transportation Master Plan

This ZCS is accompanied by amendments to the Future Land Use Map and the Transportation Master Plan. Both of these amendments will be considered by P&Z and City Council prior to recommendation or approval of the ZCS.

PLANNING & ZONING COMMISSION REPORT:
The Planning & Zoning Commission voted to recommendation the amendment by a vote of 3-2. A minimum vote of 5 affirmative votes is required to make a report to city Council, so no recommendation was made. Failure to reach five vote means no official recommendation can be forwarded, but this does not impact the City Council's vote requirement to approve or deny the request.

PREVIOUS CITY COUNCIL ACTION:
The City Council heard this item on February 22, 2022 and conducted the public hearing, but did not take action on the item. Council conducted the first reading of the ordinance on June 28, 2022 and the item passed unanimously.

RECOMMENDATION:
Consider action to approve the second reading of Ordinance 2022-07 as presented.

ATTACHMENTS:

- Background Memo
- Ordinance 2022-07
- Exhibit A: Zoning Concept Scheme
- Attachment 1: Location Map
- Attachment 2: Applicant's Project Description Letter
- Attachment 3: Property Owner Notice
- Attachment 4: Proposed Zoning Map
- Attachment 5: Proposed Future Land Use Map
- Attachment 6: Public Responses



TO: Paul A. Hofmann, City Manager

From: Jennifer C. Bills, Director of Planning & Development

Date: June 20, 2022

Subject: Bastrop Colorado Bend Comprehensive Plan Future Land Use Map Amendment

==========

ITEM DETAILS:

Site Address:	West of Lovers Lane (Attachment 1)
Total Acreage:	312.591 acres
Acreage Rezoned	312.591 acres
Legal Description:	312.591 acres out of the Stephen F. Austin Survey, Abstract 2
Property Owner:	Alton Butler, Bastrop Colorado Bend, LLC
Agent Contact:	Matt Synatschk, Carlson, Brigance, and Doering, LLC
Existing Use:	Vacant/Undeveloped
Existing Zoning:	P2 Rural (upon annexation)
Proposed Zoning:	PEC Employment Center (Attachment 4)
Character District:	Pine Village (upon annexation)
Future Land Use:	Rural Residential – Companion Request to Change to Industry (Attachment 5)

BACKGROUND:

The applicant has submitted an application for a Zoning Concept Scheme for Bastrop Colorado Bend (Exhibit A). The development is proposed to be Place Type EC – Employment Center zoning with a mix of land uses and development types that that support a primary use as a film studio.

Place Type EC – Employment Center is defined in the code as:

> "Areas that by their function, deposition, or configuration cannot, or should not, conform to one or more of the Place Types. EC shall be used for job creation centers and Building forms that do not fit within the character of the Place Types."

The Future Land Use Plan for Industry shows this area as General Commercial:

> "The Industry character area supports light industrial, and warehousing and distribution, land uses. Activities within this character area include the assembly, production, and storage of finished products, and may require industrialized buildings of substantial size, as well as areas for outdoor storage. Primary land uses may be expected to generate high volumes of heavy vehicle traffic. The Industry character area may also support some heavy manufacturing activity on a case-by-case basis, but only where performance measures on nuisances (e.g., noise, dust, light, etc.) may be mitigated.

Zoning Concept Schemes usually consider the variety of place type zoning districts in a pedestrian shed. Due to the unique mixed-use development proposed, this requirement was waived within the approved Development Agreement. The land is intended to be used as one large development with a mix of uses that will support a film studio. As shown in the Zoning Concept Scheme ZCS-002, this will include studios, back lots,

recreation areas, short term lodging, open space, and a temporary sound stage. Additionally, most of the area that would be encompassed within the pedestrian sheds is currently in the ETJ and does not have a zoning district to take into consideration.

This ZCS only covers part of the total area that is a part of the Development Agreement. The DA allows for annexation and construction of the development in phases. The north-south perimeter road will be required with the development of the southern portion of the tract.

Drainage

A Zoning Concept Scheme must be accompanied by a Conceptual Drainage Plan to ensure that the proposed development is feasible. A Conceptual Drainage Plan has been reviewed and approved by the City Engineer. The site includes multiple location for detention and also contemplates discharge into the adjacent Colorado River. The maximum impervious cover allowed in Place Type EC is 80%. The applicant will still have to complete a Preliminary Drainage Plan prior to Preliminary Plat and Final Drainage Plans before Final Plats and Site Development Plans. At each stage, the drainage and flood plain will be studied in more detail in relation to the intended development.

Traffic Impact Analysis

A traffic impact analysis is being completed as part of the development process and required improvements will be included in the Public Improvement Plans (it is not required for the rezoning). The draft TIA does not call for the developer to construct the bridge but does anticipate improvements at Lovers Lane and SH 71. The future bridge construction will be a capital improvement project led by the City or County. At this point there are no conceptual plans for the bridge other than the general location at the end of the north-south perimeter road and no funding has been identified.

Annexation

This ZCS is accompanied by an annexation request for the 312.591 acres. The property will be annexed as P2 Rural. City Council will consider and approve the annexation prior to considering the rezoning from P2 to PEC.

Comprehensive Plan Amendments – Future Land Use and Transportation Master Plan

This ZCS is accompanied by amendments to the Future Land Use Map and the Transportation Master Plan. Both of these amendments will be considered by P&Z and City Council prior to recommendation or approval of the ZCS.

PUBLIC COMMENTS:

A notice was placed in the Bastrop Advertiser on January 8, 2022. Property owner notifications were sent to 61 adjacent property owners on January 14, 2022 (Attachment 3). At the time of this report, three responses to the project has been received, 2 opposed and 1 no objection (Attachment 6).

POLICY EXPLANATION:

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.

Notice was published in the Bastrop Advertiser and notice was sent to property owners within 200 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).

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. If a valid protest is received, a three-fourths vote of the City Council members would be required to approve the rezoning request.

(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 4 out of 5 members to approve the zoning request.

At least 5 members of the Planning & Zoning Commission must vote to make an official recommendation to the City Council. Failure to reach five vote means no official recommendation can be forwarded, but this does not impact the City Council's vote requirement to approve or deny the request.

The Planning & Zoning Commission voted to recommendation the amendment by a vote of 3-2. A minimum vote of 5 affirmative votes is required to make a report to city Council, so no recommendation was made.

Compliance with 2036 Comprehensive Plan:

Future Land Use Plan – The Industry character area supports light industrial, and warehousing and distribution, land uses. Activities within this character area include the assembly, production, and storage of finished products, and may require industrialized buildings of substantial size, as well as areas for outdoor storage. Primary land uses may be expected to generate high volumes of heavy vehicle traffic. The Industry character area may also support some heavy manufacturing activity on a case-by-case basis, but only where performance measures on nuisances (e.g., noise, dust, light, etc.) may be mitigated.

- Land uses should be located on and take vehicular access from arterial roads, or from industrial streets which lead directly to arterial streets.

- Substantial landscaping should be placed in required yards to enhance buffering and screening. The maintenance of existing tree cover in required yards should be encouraged to meet landscaping requirements.

- Screen proposed uses related to outdoor storage (including dumpsters), whether as a primary use or a secondary associated use, from all public rights-of-way by a six- to eight-foot-tall opaque wood or masonry fence (depending on the height of the equipment or materials it is screening) and landscaping visible from the right-of-way.

The proposed PEC and Zoning Concept Scheme will be in compliance with the Future Land Use Plan, once the Future Land Use Plan is amended, and is in compliance with approved Development Agreement.

The development will make public improvements along Lovers Lane and the roads on the perimeter of the development, which will provide access across the area and increase landscaped and physical buffering between the development and the surrounding neighborhood.

Compliance with Bastrop Building Block (B^3) Code:

B^3 CODE INTENT (See Executive Summary)

The code is built around three core intents:

- Fiscal Sustainability

New development and redevelopment must be done with a focus on the intersection of the Public and Private Realms. This is the area where city and utility infrastructure are maintained in an efficient manner and the commercial development creates a complete neighborhood.

As this tract is to be developed as one large tract, the emphasis in the Development Agreement has focused on extending existing water and wastewater utilities from the existing limits of the city to this development. Along Lovers Lane, sidewalk, street trees, and streetlights will be provided. For the portions of the Future East-West Road the developer is required for the development of a new Local Connector Street: Rural Street cross-section, with the addition of a public sidewalk, street trees, and streetlights on the north side of the road. This provides additional vehicular and pedestrian access and necessary access for the development.

- Geographically Sensitive Developments

Development will retain its natural form and visual character, which is derived from the topography and native environment.

A part of this development is within the 1% Annual Chance Floodplain (previously 100-year Floodplain). The ZCS lays out the permanent buildings and parking areas to provide minimal disruption to the floodplain and drainage.

- Perpetuation of Authentic Bastrop

The B³ Code will perpetuate the built form that has been predominate over the City's 189-year history. The recent trend of allowing parking and automobile traffic as the predominate feature has created a pattern that is contrary to the historical building patterns of the city and creates sites/buildings that are not adaptable and sustainable in the long-term.

The proposed style of development is meant to house a specific land use and development with the primary use as a movie studio. As this is a proposed single owner/user, the Development Agreement acknowledges that this a new development pattern for the City. Should this development not occur, the City can revert the site back to the grid network and request revisions to the Place Type Zoning for a new future development.

B³ Code ARTICLE 5.1 INTENT OF DEVELOPMENT PATTERNS

(b) The Development Pattern type will be used to guide the creation of the Zoning Concept Scheme and Neighborhood Regulating Plan (see Article 2-3 Neighborhood Regulating Plans in B3 Technical Manual) configurations suitable for different geographies and Character Districts.

Upon annexation, the Pine Village Character District will be extended to cover this property. It is the nearest Character District with the most applicable description. The Development Patterns were waived with the Development Agreement, as this project is notably unique in it's development needs.

SEC. 5.2.002 TND STANDARDS

1. Detail the block perimeters, block lengths, pedestrian shed area, place type allocations per B³ Code 3.2.002b.

With the PEC Place Type, the ZCS can designate different block pattern for the proposed future development. In this request the applicant will provide sidewalk, street trees and streetlights along Lovers Lane. For the portions of the Future East-West Road the developer is required for the development of a new Local Connector Street: Rural Street cross-section, with the addition of a public sidewalk, street trees, and streetlights on the north side of the road. For the remainder of the development, they have removed the internal blocks, which is in compliance with the approved Development Agreement.

RECOMMENDATION:

Consider action to approve the first reading of Ordinance 2022-07 of the City Council of the City of Bastrop, Texas, approving the Bastrop Colorado Bend Zoning Concept Scheme, changing the zoning for 312.591 acres out of the Stephen F. Austin Survey Abstract 2, from P2 Rural to PEC Employment Center and establishing a plan on 312.591 acres, located west of Lovers Lane, within the city limits of the City of Bastrop, as shown in Exhibit A, providing for findings of fact, adoption, repealer, severability and enforcement, proper notice and meeting; and establishing an effective date and move to include on the July 12, 2022 Regular Agenda for the second reading.

ORDINANCE NO. 2022-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE BASTROP COLORADO BEND ZONING CONCEPT SCHEME, CHANGING THE ZONING FOR 312.591 ACRES OUT OF THE STEPHEN F. AUSTIN SURVEY ABSTRACT 2, FROM P2 RURAL TO PEC EMPLOYMENT CENTER AND ESTABLISHING A PLAN ON 312.591 ACRES, LOCATED WEST OF LOVERS LANE, WITHIN THE CITY LIMITS OF BASTROP, TEXAS, AS SHOWN IN EXHIBIT A, PROVIDING FOR FINDINGS OF FACT, ADOPTION, REPEALER, SEVERABILITY AND ENFORCEMENT, PROPER NOTICE AND MEETING; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, on or about November 2, 2021, the Bastrop Colorado Bend, LLC has submitted a request for zoning modifications; and,

WHEREAS, City Council has reviewed the request for zoning modifications, and finds the request to be reasonable and proper under the circumstances; and,

WHEREAS, the City Staff has reviewed the request for zoning modifications, and finds it to be justifiable based upon the Future Land Use Designation for this Property is Industry, which allows for a wide range of commercial and retail uses; and

WHEREAS, the 312.591 acres of the Stephen F. Austin Survey, Abstract 2 were annexed into the city limits of Bastrop on March 8, 2022, with the default zoning of P2 Rural, as established in the Bastrop Building Block (B^3) Code, Section 2.3.003 “Zoning Upon Annexation”; and

WHEREAS, in accordance with Texas Local Government Code Chapter 211, public notice was given, and a public hearing was held before the City of Bastrop Planning and Zoning Commission (P&Z) on January 27, 2022, which did not make a recommendation to City Council as the vote was 4-1 to recommend approval, which did not meet the Bastrop Building Block (B^3) Code requirement for 5 affirmative votes; and

WHEREAS, in accordance with Texas Local Government Code Chapter 211, public notice was given, and a public hearing was held before the City Council regarding the requested zoning modification; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations that are for good

government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, after consideration of public input received at the hearing on February 22, 2022, the information provided by the Applicants, and all other information presented, City Council finds that it necessary and proper to enact this Ordinance.

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

Section 1: The Property, 312.519 acres out of land out of the Stephen F. Austin Survey, Abstract 2 is rezoned from P2 Rural to PEC Employment Center, and a Zoning Concept Scheme is established, located south of SH 71, within the City Limits of Bastrop, Texas as more particularly shown on Exhibit A.

Section 2: The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

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

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

Section 5: The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance. Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

Section 6: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

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

READ & ACKNOWLEDGE on First Reading on this the 28th day of June 2022.

READ & ADOPTED on Second Reading on this the 12th day of July 2022.

APPROVED:

_____
Connie B. Schroeder, Mayor

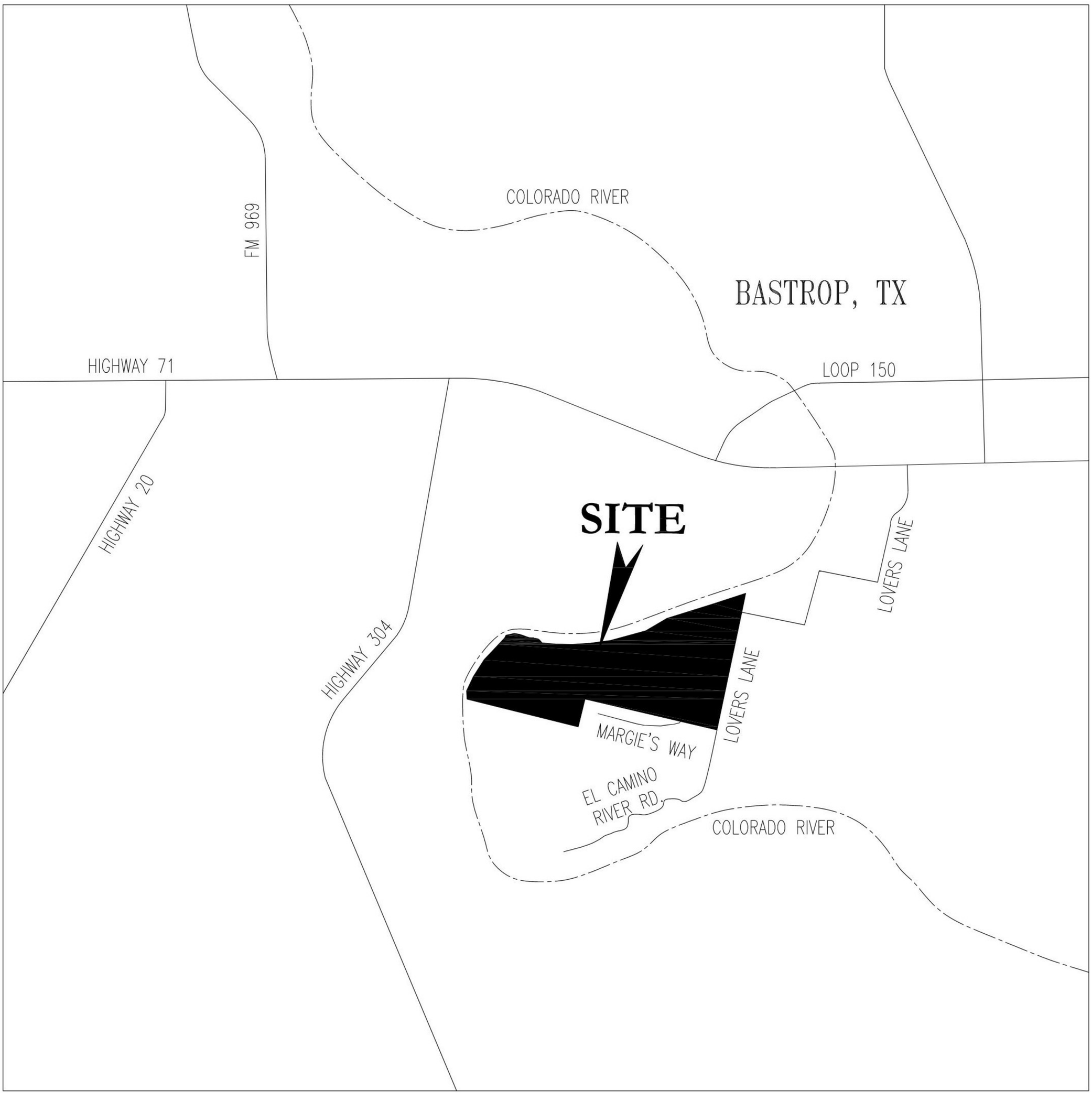
ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

BASTROP COLORADO BEND ZONING CONCEPT SCHEME



VICINITY MAP: N.T.S.

ZONING CONCEPT SCHEME

ZCS-000	Cover
ZCS-001	PROPOSED BOUNDARY
ZCS-002	PROPOSED USES
ZCS-003	THOROUGHFARES & ENTRY POINTS
ZCS-004	BUILDING TYPES
ZCS-005	NEW & EXISTING EASEMENTS
ZCS-006	CIVIC ZONES
ZCS-007	FRONTAGE KEY PLAN
ZCS-008	FRONTAGE PLANS

© STG Design, Inc. ALL RIGHTS RESERVED

Bastrop Colorado Bend

Zoning Concept Scheme

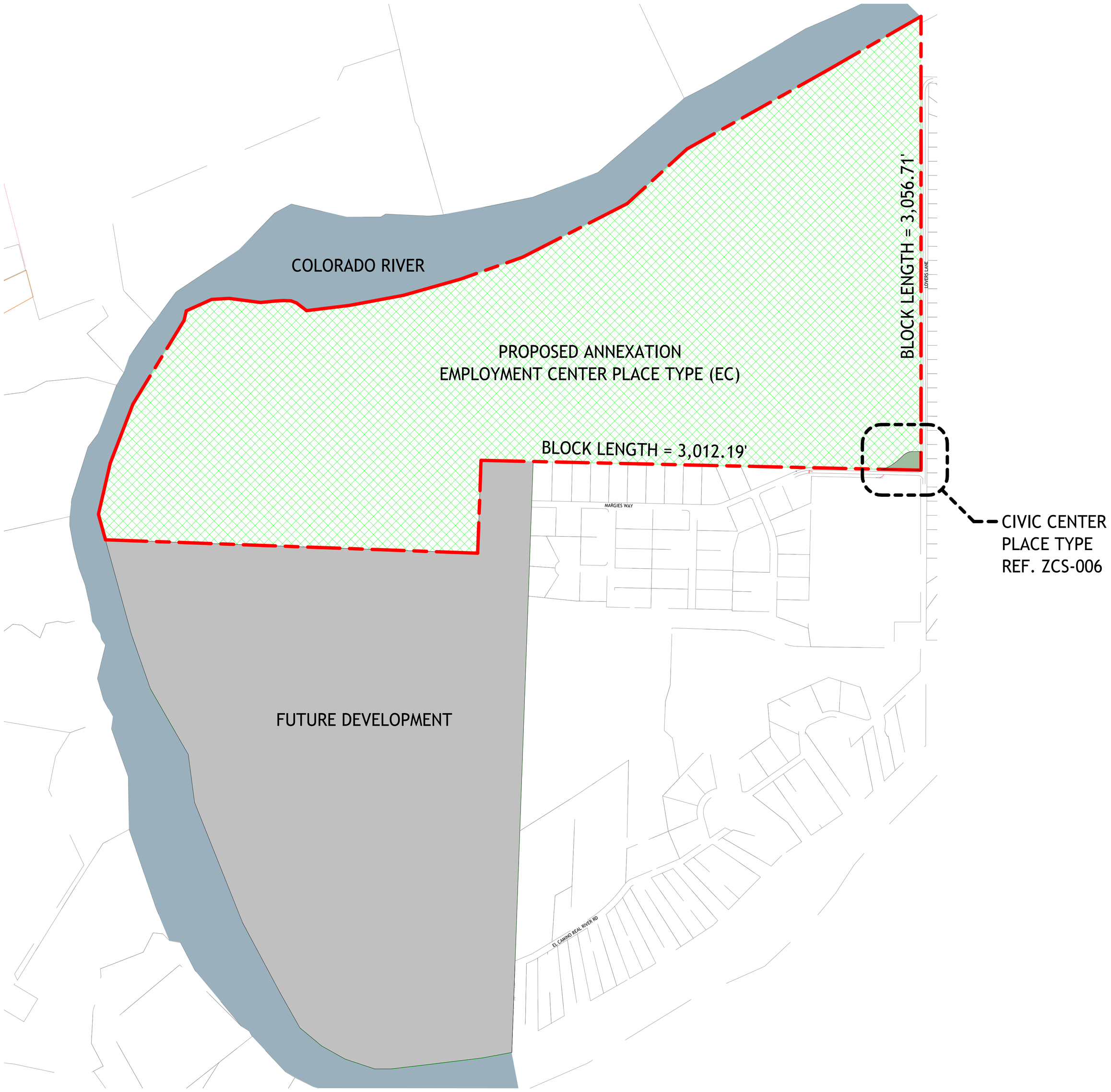
1/6/22

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION.
Registrant's Name: Stephen Grubb, Texas Registration Number: 18697

LEGEND

ANNEXATION BOUNDARY

FUTURE DEVELOPMENT



0 400' 800' 1600'

File Path: Autodesk Docs://16.21336.00 Line 204 Studios/204 Entitlement (Central 2022).rvt

© STG Design, Inc. ALL RIGHTS RESERVED. STGdesign.com

1/14/22

Architecture
Interior Design
Planning

BASTROP COLORADO BEND

ZCS-001

PROPOSED BOUNDARY

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION.
Registrant's Name: Stephen Grubb, Texas Registration Number: 18697

THE ZONING FOR THIS PROJECT IS "EMPLOYMENT CENTER PLACE TYPE" (EC) AND "CIVIC SPACE PLACE TYPE" (CS) CONSISTING OF THE BELOW ZONING STANDARDS AND ALLOWANCES AS PROVIDED FOR IN THE DEVELOPMENT AND ANNEXATION AGREEMENT (RESOLUTION NO. R-2021-57) BETWEEN THE CITY OF BASTROP AND BASTROP COLORADO BEND, LLC. STANDARDS AND ALLOWANCES NOT SPECIFICALLY ADDRESSED IN THIS DOCUMENT SHALL REFER TO THE DEVELOPMENT AND ANNEXATION AGREEMENT AND CITY OF BASTROP DEVELOPMENT CODES.

BLOCKS	
BLOCK LENGTH MAX	Varies- No Max.
BLOCK PERIMETER MAX	Varies- No Max.

STREETS	
BOULEVARD	P
AVENUE	P
CONNECTOR	P
NEIGHBORHOOD STREET I	P
NEIGHBORHOOD STREET II	P
COMMERCIAL STREET I	P
COMMERCIAL STREET II	P
COURT STREET	P
SLIP STREET	P
PARK DRIVE	P
BOARDWALK	P
PEDESTRIAN STREET	P

CIVIC SPACE	
PARK	P
GREEN	P
SQUARE	P
PLAZA	P
PLAYGROUND	P
COMMERCIAL PLACE	P
POCKET PARK	P
COURT	P
CLOSE	P
PAVILLIAN	P

BUILDING TYPES	
REARYARD	
COMMERCIAL	P
APARTMENT	P
ROWHOUSE	P
SIDEYARD	
COURTYARD	P
COURTYARD HOUSE	
COURTYARD APARTMENT BUILDING	P
EDGEYARD	
RANCH HOUSE, VILLA	P
HOUSE	P
DUPLEX	P
TRIPLEX, FOURPLEX	P

ENCROACHMENT TYPES	
PORCH	P
DOORYARD	P
TERRACE	P
STOOP	P
LIGHTWELL	P
GALLERY	P
ARCADE	P

LOT OCCUPATION	
IMPERVIOUS COVERAGE	45% Max
LOT COVERAGE	80% Max
BUILDING FRONTAGE AT BUILD-TO-LINE	Varies- No Min.
BUILD-TO-LINE	Varies- No Min.

BUILDING HEIGHT IN STORIES	
BUILDING	60 ft Max
ACCESSORY DWELLING UNIT	Varies- No Max.
Blue and green screen used for the purpose of production shall not be considered a "building" and shall not be limited as to height.	

FIRST LAYER ENCROACHMENTS	
OPEN PORCH	100% max
BALCONY AND/OR BAY WINDOW	100% max
STOOP, LIGHTWELL, TERRACE OR DOORYARD	100% max

ROW ENCROACHMENTS	
AWNING, GALLERY, OR ARCADE	NP

ENCROACHMENT DEPTHS	
PORCH	10 ft min
GALLERY	10 ft min
ARCADE	10 ft min

PARKING LOCATION	
FIRST LAYER	P
SECOND LAYER	P
THIRD LAYER	P

SIGNAGE	
ADDRESS SIGN	P
AWNING & SIGNS	P
BAND SIGNS	P
BLADE SIGNS	P
MARQUEE SIGNS	P
NAME PLATE SIGNS	P
OUTDOOR DISPLAY SIGNS	P
SIDEWALK SIGNS	P
WINDOW SIGNS	P
YARD SIGNS	P
MONUMENT SIGN	P
* Applicable only to signage visible from the public ROW	

PUBLIC LIGHTING TYPES	
COBRA HEAD	P
PIPE	P
POST	P
COLUMN	P
DOUBLE COLUMN	P

TREE MITIGATION
Required only for trees 26" or greater on Preferred Plant List.

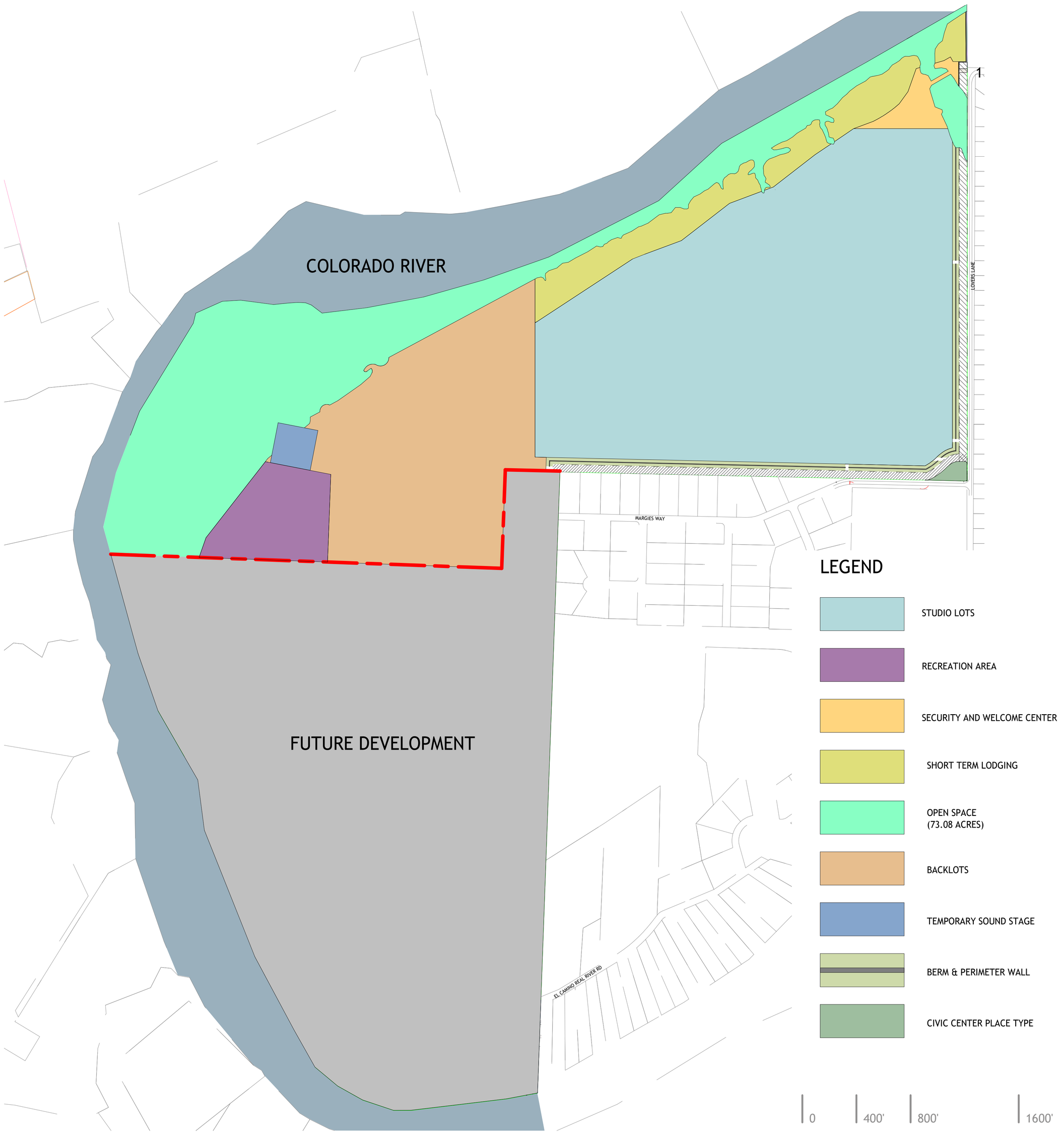
CIVIC SPACE
Requirement is waived.

FAÇADE
Façade requirement for the Frontage Line shall not apply to principal or accessory buildings within the Project.

RV PARK
A fence is not required, but permitted, to buffer the RV Park from other uses within the Project. RV Park may be located as shown in the Concept Plan.

SPECIAL EVENTS
Permits are not required for any special events that are directly related to the studio or filming use on the Property provided that:
A) The noise limits in Article 8.03.006 of the Ordinances are not exceeded.
B) Owner complies with any Fire Marshall requirements related to pyrotechnics, special effects, open flames, explosions or other potentially dangerous activities.
C) The special event does not create any of the conditions described in Article 4.06.009 of the Ordinances.
If an event is open to the public (paid entry or free), unrelated to the studio, a special event permit shall be required.

P= Permitted
NP= Not Permitted



File Path: Autodesk Docs://16.21336.00 Line 204 Studios/204 Entitlement (Central 2022).rvt

© STG Design, Inc. ALL RIGHTS RESERVED. STGdesign.com

1/14/22

Architecture
Interior Design
Planning

BASTROP COLORADO BEND

ZCS-002

PROPOSED USES

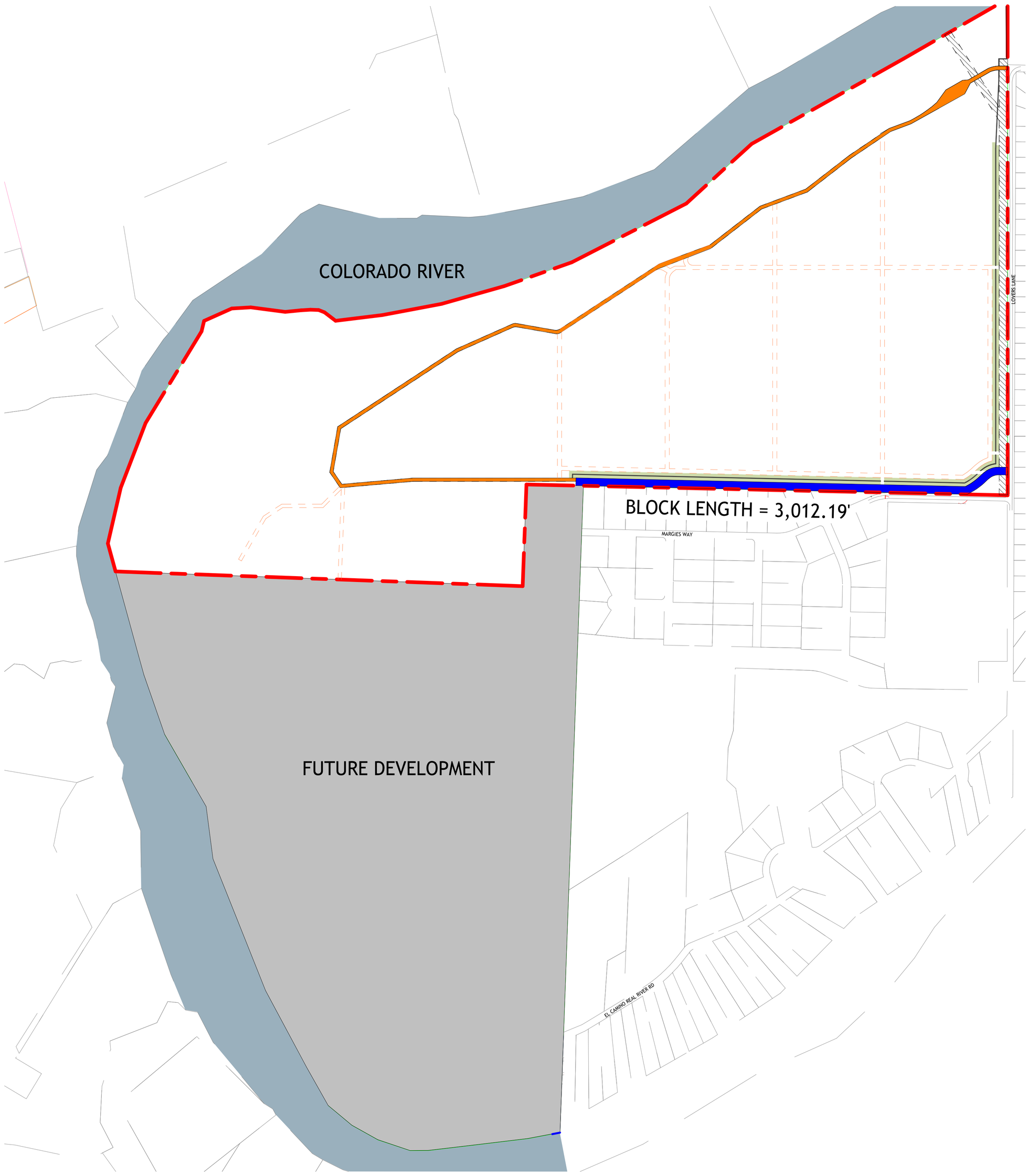
NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION.
Registrant's Name: Stephen Grubb, Texas Registration Number: 18697

LEGEND

PRIMARY INTERNAL PRIVATE LOOP

SECONDARY INTERNAL PRIVATE DRIVE

NEW EAST-WEST ROAD



0 400' 800' 1600'

File Path: Autodesk Docs://16.21336.00 Line 204 Studios/204 Entitlement (Central 2022).rvt

© STG Design, Inc. ALL RIGHTS RESERVED. STGdesign.com

1/14/22

Architecture
Interior Design
Planning

BASTROP COLORADO BEND

ZCS-003

THOROUGHFARES & ENTRY POINTS

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION.
Registrant's Name: Stephen Grubb, Texas Registration Number: 18697

LEGEND

S- SOUND STAGE
(300 SF - 150,000 SF UNITS)
(ESTIMATED 5 STORIES, 60' HEIGHT)

O - OFFICE
(300 SF - 150,000 SF UNITS)
(ESTIMATED 5 STORIES, 60' HEIGHT)

W - WAREHOUSE
(300 SF - 200,000 SF UNITS)
(ESTIMATED 5 STORIES, 60' HEIGHT)

P - PAVILLION
(300 SF - 10,000 SF UNITS)
(ESTIMATED 2 STORIES, 35' HEIGHT)

PK - PARKING

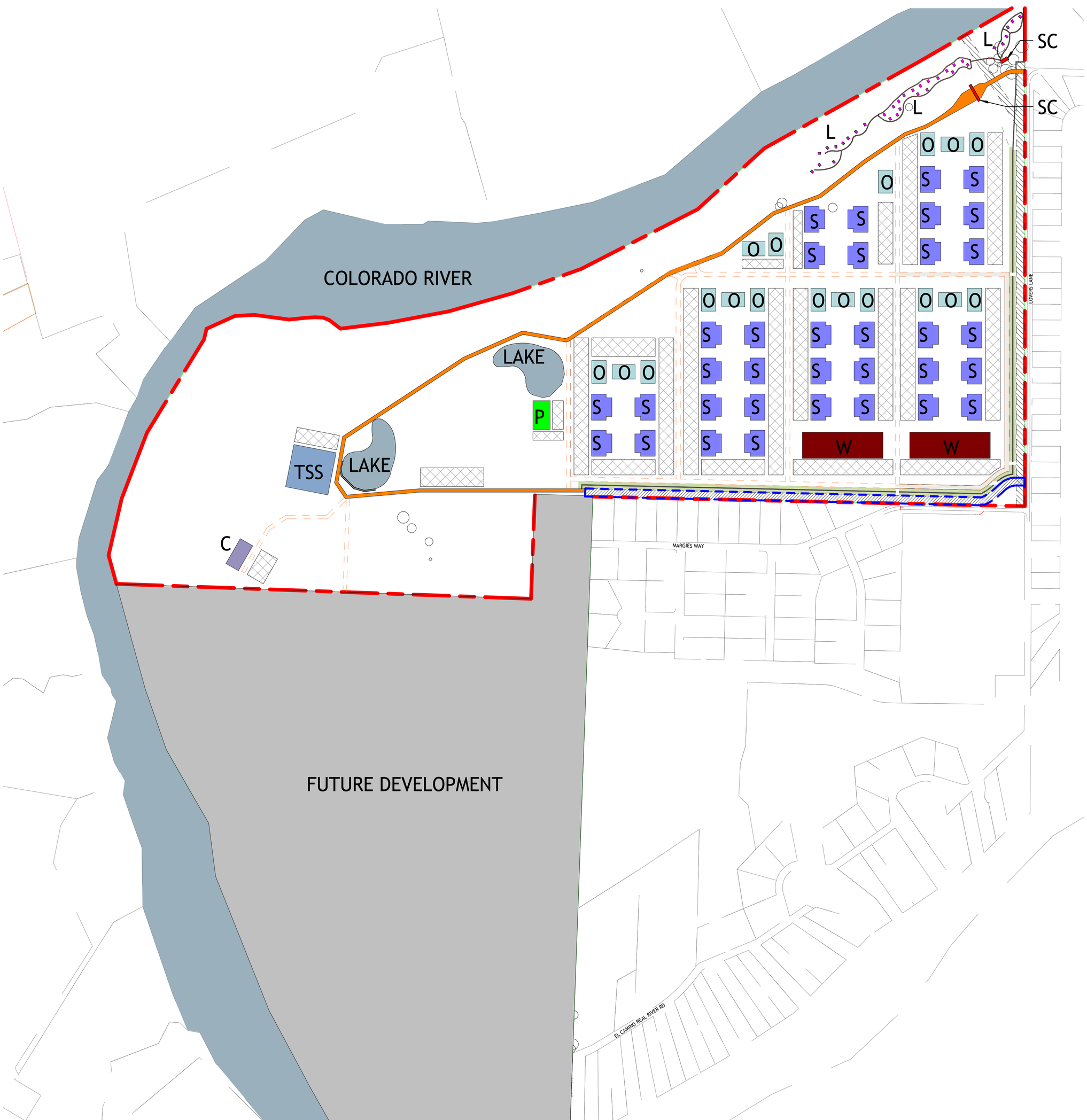
L - SHORT TERM LODGING
(300 SF - 5,000 SF UNITS)
(ESTIMATED 2 STORIES, 35' HEIGHT)

TSS - TEMPORARY SOUND STAGE
(300 SF - 25,000 SF UNITS)
(ESTIMATED 2 STORIES, 35' HEIGHT)

C - CLUBHOUSE
(300 SF - 25,000 SF UNITS)
(ESTIMATED 2 STORIES, 35' HEIGHT)

SC - SECURITY & WELCOME CENTER
(300 SF - 5,000 SF UNITS)
(ESTIMATED 2 STORIES, 35' HEIGHT)

TREE GREATER THAN 26"



NOTES:
- FIRE LANES SHALL COMPLY WITH ALL APPLICABLE CITY CODES
- PARKING IS ALLOWED IN ALL LAYERS AND WILL BE PROVIDED PER APPLICABLE CODES
- THE BUILDINGS AND DRIVEWAYS SHOWN ARE CONCEPTUAL AND MUST BE RELOCATED TO REDUCE THE IMPACT ON TREES 26”AND GREATER

0 400' 800' 1600'

File Path: Autodesk Docs://16.21336.00 Line 204 Studios/204 Entitlement (Central 2022).rvt

© STG Design, Inc. ALL RIGHTS RESERVED. STGdesign.com

1/14/22

STG DESIGN
Architecture
Interior Design
Planning

204

CBD

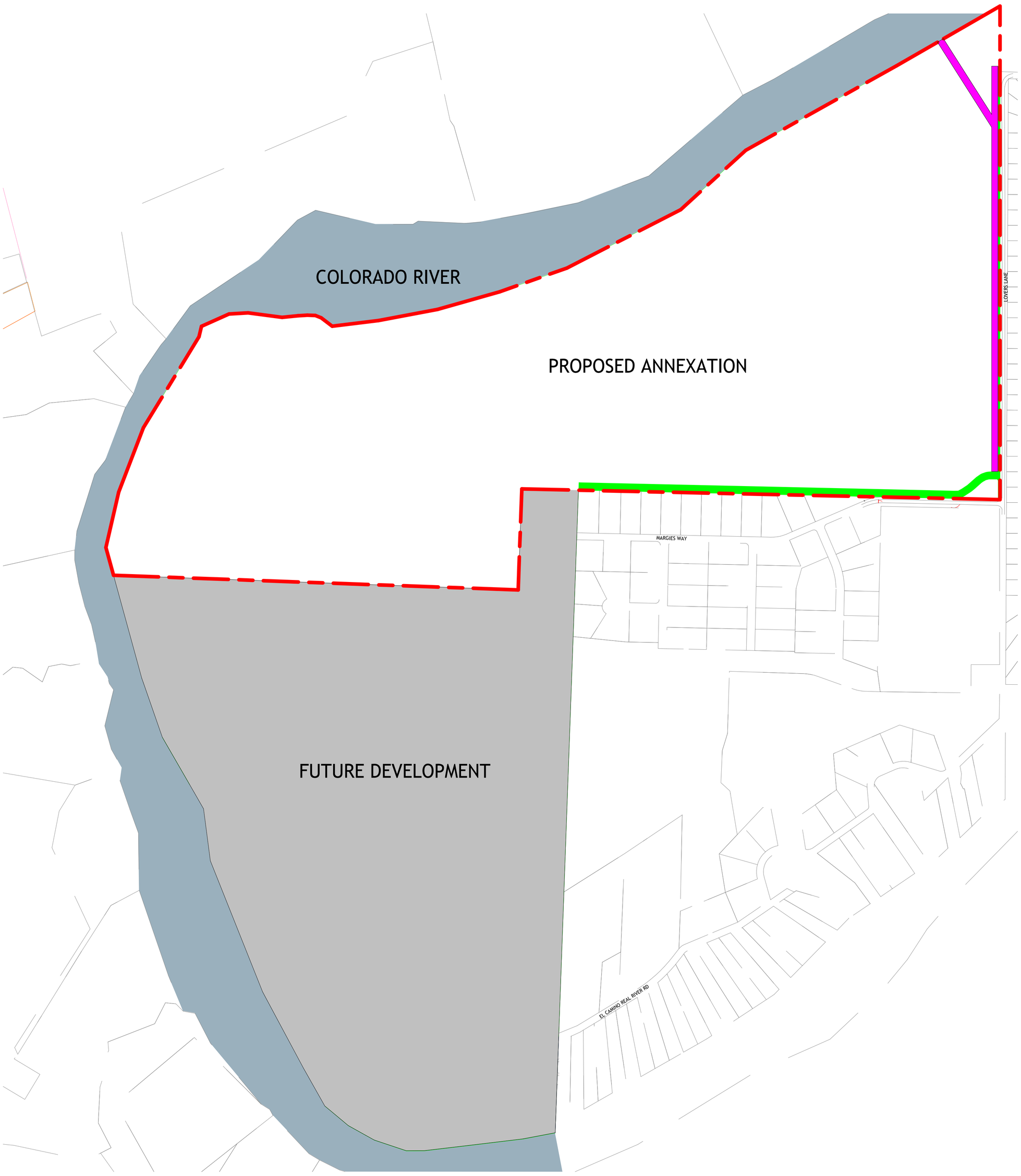
BASTROP COLORADO BEND
ZCS-004
BUILDING TYPES

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION.
Registrant's Name: Stephen Grubb, Texas Registration Number: 18697

LEGEND

EXISTING EASEMENT

NEW RIGHT OF WAY



0 400' 800' 1600'

File Path: Autodesk Docs://16.21336.00 Line 204 Studios/204 Entitlement (Central 2022).rvt

© STG Design, Inc. ALL RIGHTS RESERVED. STGdesign.com

1/14/22

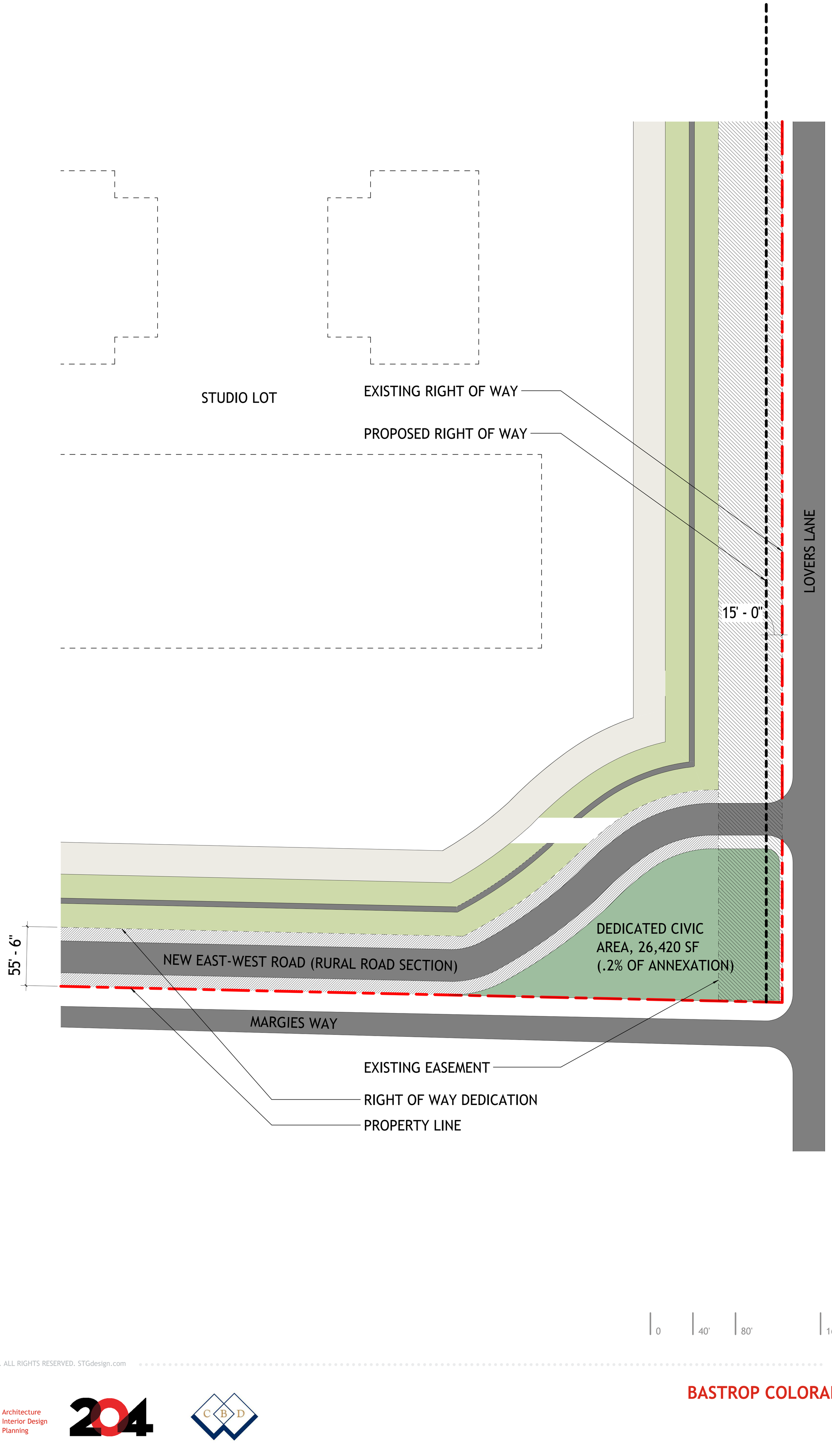
Architecture
Interior Design
Planning

BASTROP COLORADO BEND

ZCS-005

NEW & EXISTING EASEMENTS

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION.
Registrant's Name: Stephen Grubb, Texas Registration Number: 18697



File Path: Autodesk Docs://16.21336.00 Line 204 Studios/204 Entitlement (Central 2022).rvt

0 40' 80' 160'

© STG Design, Inc. ALL RIGHTS RESERVED. STGdesign.com

1/14/22

Architecture
Interior Design
Planning

BASTROP COLORADO BEND

ZCS-006

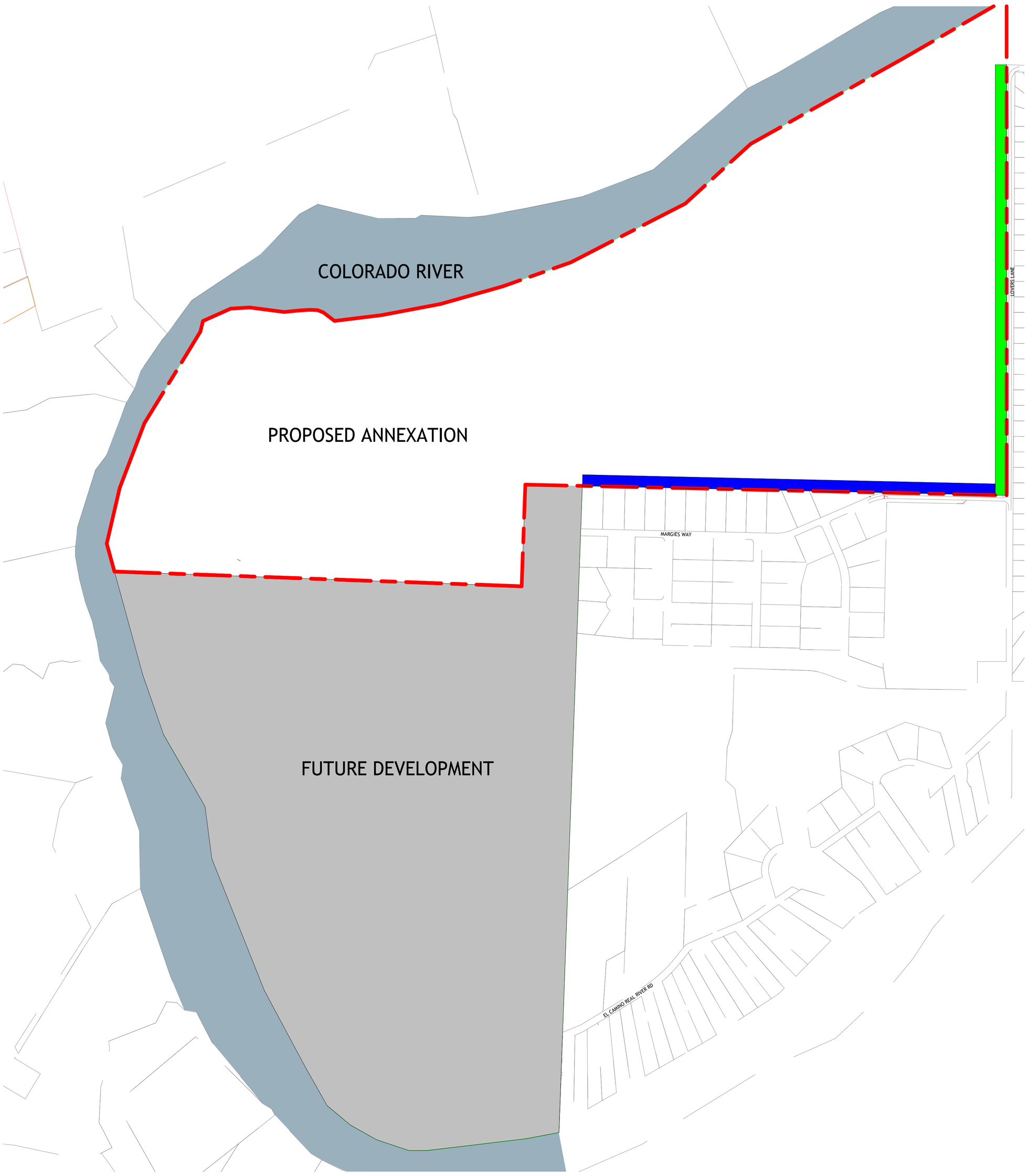
CIVIC ZONES

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION.
Registrant's Name: Stephen Grubb, Texas Registration Number: 18697

LEGEND

LOVERS LANE

NEW EAST-WEST ROAD



File Path: Autodesk Docs://16.21336.00 Line 204 Studios/204 Entitlement (Central 2022).rvt

© STG Design, Inc. ALL RIGHTS RESERVED. STGdesign.com

1/14/22

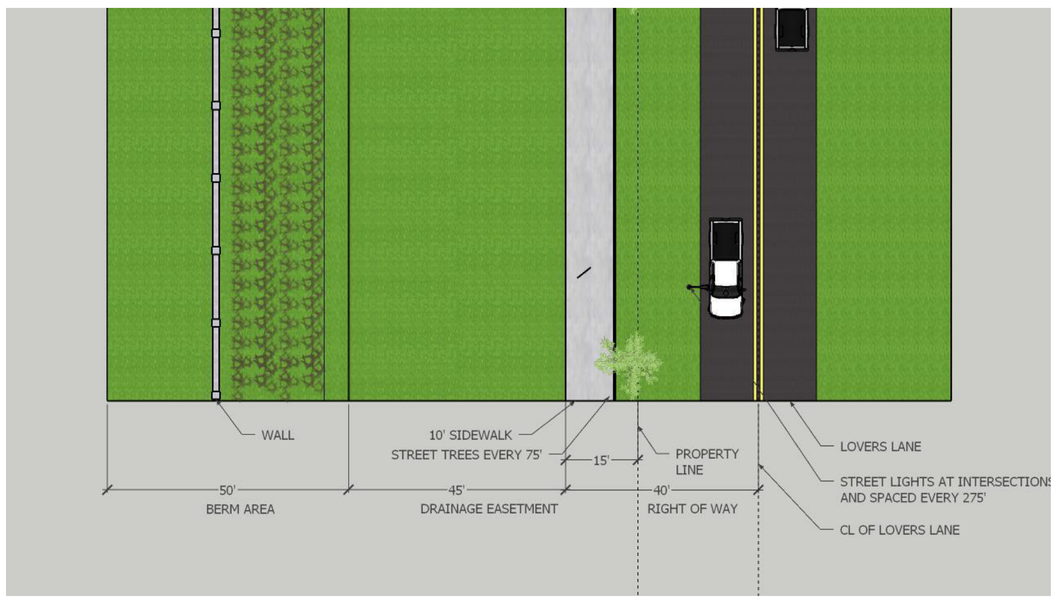
Architecture
Interior Design
Planning

BASTROP COLORADO BEND

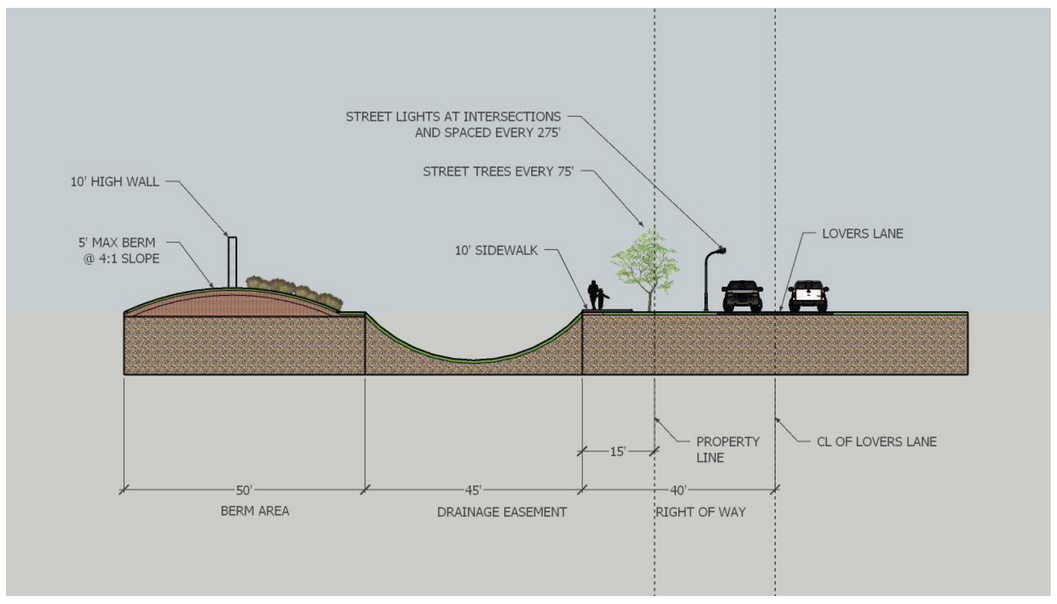
ZCS-007

FRONTAGE KEY PLAN

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION.
Registrant's Name: Stephen Grubb, Texas Registration Number: 18697



LOVERS LANE PLAN



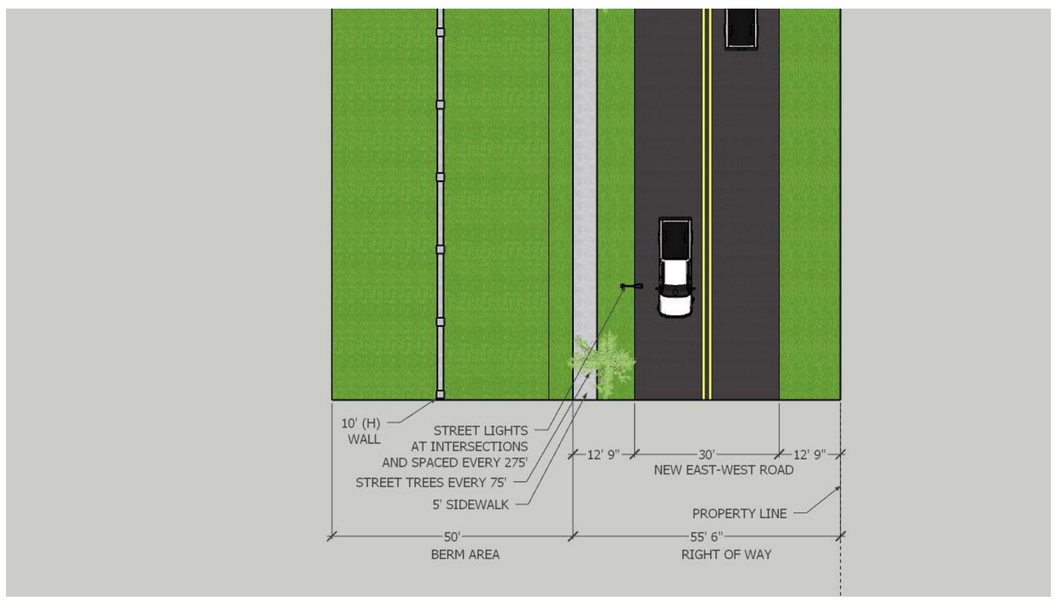
LOVERS LANE SECTION



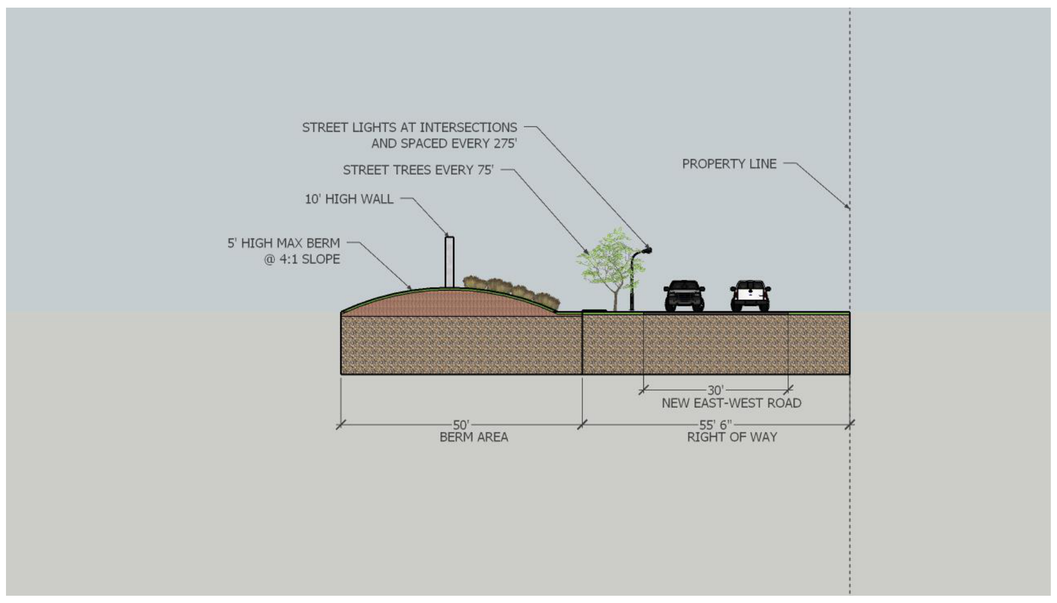
LOVERS LANE AXON



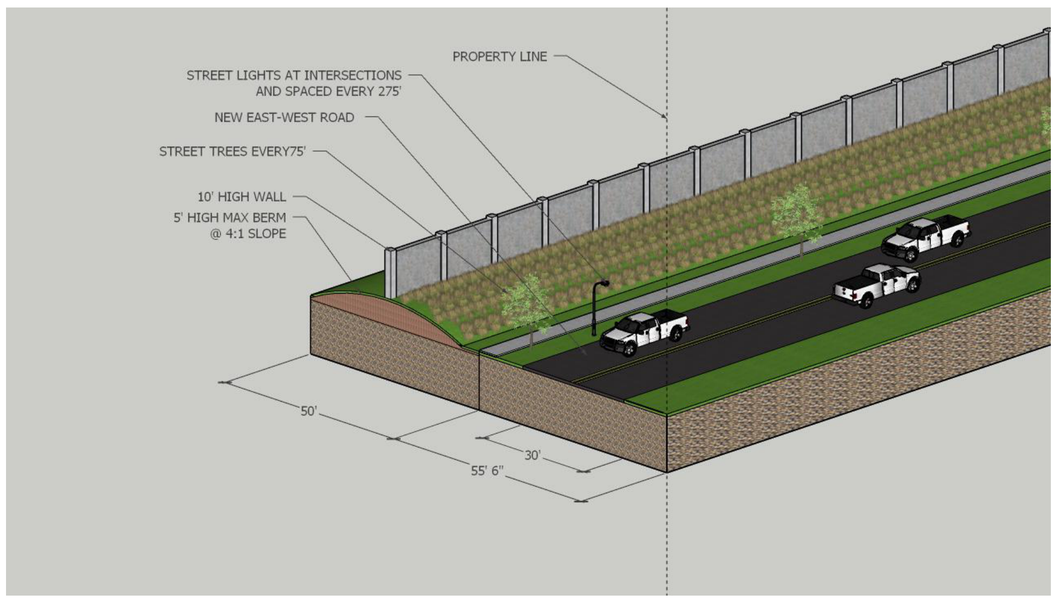
LOVERS LANE PERSPECTIVE



NEW EAST-WEST ROAD PLAN



NEW EAST-WEST ROAD SECTION



NEW EAST-WEST ROAD AXON



NEW EAST-WEST ROAD PERSPECTIVE

File Path: Autodesk Docs://16.21336.00 Line 204 Studios/204 Entitlement (Central 2022).rvt

© STG Design, Inc. ALL RIGHTS RESERVED. STGdesign.com

Attachm Location Map



Bastrop Colorado Bend Phase 1

Date: 1/14/2022

0 310 620 1,240
Feet

1 inch = 1,000 feet

N

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

Carlson, Brigance & Doering, Inc.
Civil Engineering ❖ Surveying

November 1, 2021

Trey Job
Assistant City Manager
City of Bastrop

Re: Bastrop Colorado Bend

Dear Mr. Job,

On behalf of Bastrop Colorado Bend, LLC., Carlson, Brigance & Doering, Inc. is requesting the annexation and zoning of 324 acres into the City of Bastrop for the development of a high-quality, mixed-commercial development project with proposed zoning of Employment Center (EC) as outlined in the Development and Annexation Agreement (Resolution No. 2021-57) between the City of Bastrop and Bastrop Colorado Bend, LLC. The property is located west of Lovers Lane near the Colorado River and represents Phase 1 of the Bastrop Colorado Bend project consisting of a multi-faceted film studio, office and warehouse, recreational facilities and other ancillary uses per the Agreement.

All checklist items for Annexation and Zoning have been included with this submittal to include boundary location, proposed types and uses, thoroughfares, preliminary structures, physical features of the site, points of ingress/egress, landscape plan, and a conceptual drainage plan.

If you have any questions, please feel free to contact my office.

Sincerely,

Charlotte Hodges

Charlotte Hodges
Planning Director, Carlson, Brigance & Doering

Notice of Pending Zoning Concept Scheme & Comprehensive/Transportation Plan Amendment
City of Bastrop
Planning & Zoning Commission And City Council

Dear Property Owner:

The **Planning & Zoning Commission** will conduct a public hearing on **Thursday, January 27, 2022 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, February 22, 2022 at 6:30 p.m.** in the **City Hall Council Chambers** located at **1311 Chestnut Street**, **Bastrop, Texas** on the following request:

- Public hearing and consider action to approve a Zoning Concept Scheme for Bastrop 552, LLP.

Being 312.591 +/- acres of land out of the A2 Stephen F. Austin, to the west of Lovers Lane, to PEC Employment Center, located within the City of Bastrop Extraterritorial Jurisdiction.

- Public hearing and consider action to approve an amendment to the Comprehensive Plan to change the Future Land Use designation from Rural Residential to Industry for Bastrop 552, LLP.
- Public hearing and consider action to approve an amendment to the Transportation Master Plan for the Master Thoroughfare Plan with Bastrop 552, LLP.

Being 546.364 +/- acres of land out of the A2 Stephen F. Austin, to the west of Lovers Lane, located within the City of Bastrop Extraterritorial Jurisdiction.

Applicant:	William McLean/McLean & Howard
Owner:	Bastrop 552, LLC/Alton Butler
Address:	West of Lovers Lane
Legal Description:	546.364 +/- acres of land out of the Stephen F. Austin Survey, Abstract 2 – Future Land Use & Transportation Master Plan 312.591 +/- acres of land out of the Stephen F. Austin Survey, Abstract 2 – Zoning Concept Scheme

The applicant letter and location maps are attached for reference.

As a property owner within 200 feet of the above referenced property, you are being notified of the upcoming meetings per the Bastrop Code of Ordinances Zoning Regulations. For more information on this project, you can contact the Planning & Development offices at (512) 332-8840, plan@cityofbastrop.org, or visit the office at 1311 Chestnut Street, Bastrop, Texas.

For additional information, please visit or call the Planning & Development offices.✂

PROPERTY OWNER'S RESPONSE

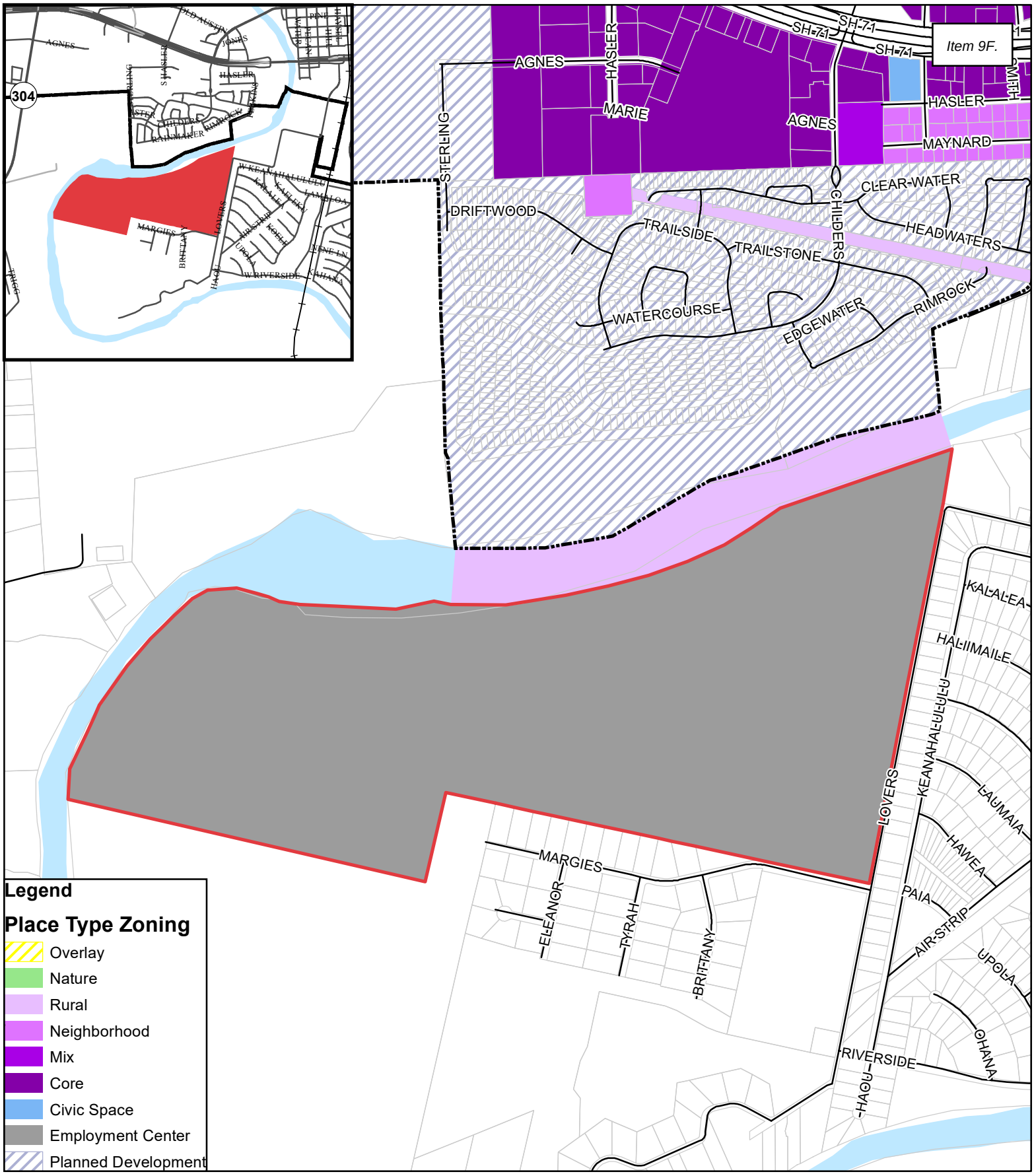
As a property owner within 200': (please check one)

- ☐ I am in favor of the request.
- ☐ I am opposed to the request.
- ☐ I have no objection to the request.

Property Owner Name: _____
Property Address: _____
Phone (optional): _____
Mailing Address:_____
Email (optional): _____
Property Owner's Signature: _____

Comments: (Optional)

Please provide reply to the address below or email: plan@cityofbastrop.org RE: Bastrop 552 ZCS, CPA & TPA



Legend

Place Type Zoning

- Overlay
- Nature
- Rural
- Neighborhood
- Mix
- Core
- Civic Space
- Employment Center
- Planned Development

BASTROPTX
Heart of the Lost Pines
Est. 1832

1 inch = 1,000 feet

Proposed Zoning Map
Bastrop Colorado Bend

N

Date: 1/14/2022

The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for part[illegible], or assumes any legal liability or respo[illegible] accuracy, completeness or usefulnes[illegible] information, nor does it represent tha[illegible] not infringe upon privately owned rights.

Notice of Pending Zoning Concept Scheme & Comprehensive/Transportation Plan Amendment
City of Bastrop
Planning & Zoning Commission And City Council

Dear Property Owner:

The **Planning & Zoning Commission** will conduct a public hearing on **Thursday, January 27, 2022 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, February 22, 2022 at 6:30 p.m.** in the **City Hall Council Chambers** located at **1311 Chestnut Street**, **Bastrop, Texas** on the following request:

- Public hearing and consider action to approve a Zoning Concept Scheme for Bastrop 552, LLP.

Being 312.591 +/- acres of land out of the A2 Stephen F. Austin, to the west of Lovers Lane, to PEC Employment Center, located within the City of Bastrop Extraterritorial Jurisdiction.

- Public hearing and consider action to approve an amendment to the Comprehensive Plan to change the Future Land Use designation from Rural Residential to Industry for Bastrop 552, LLP.
- Public hearing and consider action to approve an amendment to the Transportation Master Plan for the Master Thoroughfare Plan with Bastrop 552, LLP.

Being 546.364 +/- acres of land out of the A2 Stephen F. Austin, to the west of Lovers Lane, located within the City of Bastrop Extraterritorial Jurisdiction.

Applicant:	William McLean/McLean & Howard
Owner:	Bastrop 552, LLC/Alton Butler
Address:	West of Lovers Lane
Legal Description:	546.364 +/- acres of land out of the Stephen F. Austin Survey, Abstract 2 – Future Land Use & Transportation Master Plan 312.591 +/- acres of land out of the Stephen F. Austin Survey, Abstract 2 – Zoning Concept Scheme

The applicant letter and location maps are attached for reference.

As a property owner within 200 feet of the above referenced property, you are being notified of the upcoming meetings per the Bastrop Code of Ordinances Zoning Regulations. For more information on this project, you can contact the Planning & Development offices at (512) 332-8840, plan@cityofbastrop.org, or visit the office at 1311 Chestnut Street, Bastrop, Texas.

For additional information, please visit or call the Planning & Development offices. ✂

PROPERTY OWNER'S RESPONSE

As a property owner within 200': (please check one)

- ☐ I am in favor of the request.
- ☒ I am opposed to the request.
- ☐ I have no objection to the request.

Property Owner Name: Kalynn Champagne
Property Address: 1162 Morgies Way
Phone (optional): _____
Mailing Address: _____
Email (optional): _____
Property Owner's Signature: Kalynn C

Comments: (Optional)

Please provide reply to the address below or email: plan@cityofbastrop.org RE: Bastrop 552 ZCS, CPA & TPA

From: Vickie Adams on behalf of Planning Dept
To: Vickie Adams; Kennedy, Steph
Subject: FW: Planning & Zoning Bastrop 552
Date: Monday, January 24, 2022 4:17:44 PM

From: Steph <skennedy10672@gmail.com>
Sent: Thursday, January 20, 2022 4:44 PM
To: Planning Dept <plan@cityofbastrop.org>
Subject: Planning & Zoning Bastrop 552

[You don't often get email from skennedy10672@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification.]

WARNING EXTERNAL EMAIL: This email is from an external source. Do not click links or open attachments without positive sender verification of purpose. Never enter Username, Password or sensitive information on linked pages from this email. If you are unsure about the message, please contact the IT Department for assistance.

Received 1-24-2022

Notice of Pending Zoning Concept Scheme & Comprehensive/Transportation Plan Amendment
City of Bastrop
Planning & Zoning Commission And City Council

Dear Property Owner:

The **Planning & Zoning Commission** will conduct a public hearing on **Thursday, January 27, 2022 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, February 22, 2022 at 6:30 p.m.** in the **City Hall Council Chambers** located at **1311 Chestnut Street**, **Bastrop, Texas** on the following request:

- Public hearing and consider action to approve a Zoning Concept Scheme for Bastrop 552, LLP.

Being 312.591 +/- acres of land out of the A2 Stephen F. Austin, to the west of Lovers Lane, to PEC Employment Center, located within the City of Bastrop Extraterritorial Jurisdiction.

- Public hearing and consider action to approve an amendment to the Comprehensive Plan to change the Future Land Use designation from Rural Residential to Industry for Bastrop 552, LLP.
- Public hearing and consider action to approve an amendment to the Transportation Master Plan for the Master Thoroughfare Plan with Bastrop 552, LLP.

Being 546.364 +/- acres of land out of the A2 Stephen F. Austin, to the west of Lovers Lane, located within the City of Bastrop Extraterritorial Jurisdiction.

Applicant:	William McLean/McLean & Howard
Owner:	Bastrop 552, LLC/Alton Butler
Address:	West of Lovers Lane
Legal Description:	546.364 +/- acres of land out of the Stephen F. Austin Survey, Abstract 2 – Future Land Use & Transportation Master Plan 312.591 +/- acres of land out of the Stephen F. Austin Survey, Abstract 2 – Zoning Concept Scheme

The applicant letter and location maps are attached for reference.

As a property owner within 200 feet of the above referenced property, you are being notified of the upcoming meetings per the Bastrop Code of Ordinances Zoning Regulations. For more information on this project, you can contact the Planning & Development offices at (512) 332-8840, plan@cityofbastrop.org, or visit the office at 1311 Chestnut Street, Bastrop, Texas.

For additional information, please visit or call the Planning & Development offices.

PROPERTY OWNER'S RESPONSE

As a property owner within 200': (please check one)

☐ I am in favor of the request.
☐ I am opposed to the request.
☒ I have no objection to the request. to Phase 1 only

Property Owner Name: Chris + Steph Kennedy
Property Address: 2164 El Camino Real Road
Phone (optional): 512 987 9544
Mailing Address: Same
Email (optional): SKennedy10672@gmail.com
Property Owner's Signature: SKennedy

Comments: (Optional)
No objections to Phase 1 only

Please provide reply to the address below or email: plan@cityofbastrop.org RE: Bastrop 552 ZCS, CPA & TPA

PLANNING & DEVELOPMENT

1311 Chestnut Street • PO Box 427 • Bastrop, Texas 78602 • 512.332.8840 • www.cityofbastrop.org

Sent from my iPhone

BASTROP BOARD AND COMMISSION MEETINGS

REQUEST TO SPEAK

Meeting Date: Jan. 27, 2022

PLEASE PRESENT THIS FORM PRIOR TO THE START OF THE MEETING. WHEN YOU ARE RECOGNIZED BY THE CHAIR TO SPEAK, PLEASE STATE YOUR NAME.

PLEASE PRINT LEGIBLY

Name: Michele Anderson

Address: 103 Kauai Ct.

Bastrop, Texas 78602

(City) (State) (Zip)

Phone: 512-906-9042

WHEN WOULD YOU LIKE TO SPEAK:

____ **Citizens' Comments** (This item is available for citizens to speak on items not on the agenda. In accordance with the Texas Attorney General's opinion, any public comment that is made on an item that is not on the published agenda will only be heard by the Bastrop City Council. No formal action, discussion, nor comment will be made by the City Council.)

TOPIC:

__x__ **Agenda Item No**. 3B-3D

☐ wish to speak IN FAVOR of this item.

☐ X wish to speak IN OPPOSITION to this item.

☐ do not wish to speak.

Please record my ____SUPPORT __x__OPPOSITION.

I agree that I will limit my time to three minutes, speak with respect, and refrain from using profane, insulting or threatening language.
"I hereby certify that the information and statements by me are true and accurate. I further swear that the testimony I give before this body will be true and accurate. I understand that by speaking, I may or may not be filmed or recorded for public broadcasting and I give my full permission to do so."

Michele S. Anderson

(Signature)

*PLEASE SEE COMMENTS ON NEXT PAGE

Unfortunately, I cannot attend this important meeting in person but wanted state my opposition to approval of the above-referenced agenda items.

1. The newest drawings published in the Statesman and other media outlets do not align with previous drawings we've been provided.

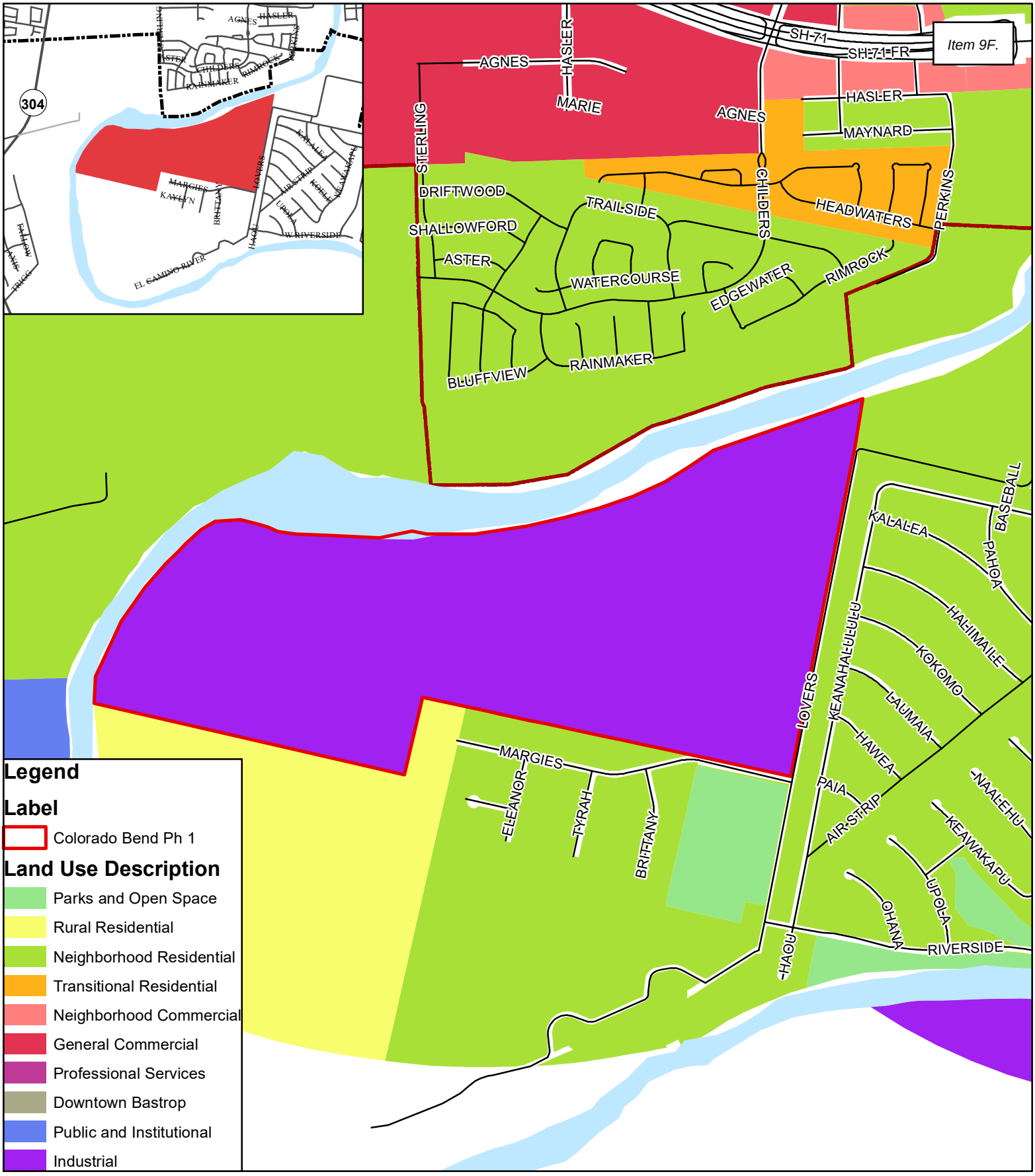
2. Questions made in-person to the City regarding the perimeter road have gone unanswered. The City states this will be a County road and the County has no knowledge of this. Many details regarding this road need to be addressed and clearly conveyed to the citizenry.

3. The City previously stated its plans to annex a portion of the Colorado River at the southern point of the Bastrop 552 development where it meets El Camino. The logical assumption is that a future bridge will be constructed here; however, there is a home at the end of El Camino that will surely require removal. Numerous requests have been made to the City for clarification of its future plans requiring annexation of the river and no reply has been received.

4. Numerous requests for sound surveys have been made and as with other requests, this request has also gone unanswered. We need to understand the true impact of neighboring residents whenever concerts are held and/or when movies are in production. The landscape is unique and sound travels very far up the hills and down the river.

5. If the taxpayers are footing the numerous breaks being given to this development, we deserve to benefit from this project. Current plans prohibit public access. We'd like to see that change. The development should host City/County events for the benefit of the public a set number of times throughout the year.

I truly appreciate your consideration of my concerns.



Legend

Label

- Colorado Bend Ph 1

Land Use Description

- Parks and Open Space
- Rural Residential
- Neighborhood Residential
- Transitional Residential
- Neighborhood Commercial
- General Commercial
- Professional Services
- Downtown Bastrop
- Public and Institutional
- Industrial

BASTROPTX
Heart of the Lost Pines
Est. 1832

1 inch = 1,151.41 feet

Proposed Future Land Use
Bastrop Colorado Bend

N

Date: 1/14/2022

The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for part[illegible], or assumes any legal liablity or respo[illegible] accuracy, completeness or usefullnes[illegible] information, nor does it represent tha[illegible] not infringe upon privately owned rights.