

EXHIBIT A

A 697.62 acre tract out of the Jose Manuel Bangs Survey, in Bastrop County, Texas, being all of that 1403.432 acre tract described by metes and bounds on Exhibit A-1, attached hereto and incorporated herein by reference, SAVE LESS AND EXCEPT that 550.032 acre tract or parcel thereof more fully described by metes and bounds on Exhibit A-2, and that 155.78 acre tract or parcel thereof more fully described by metes and bounds on Exhibit A-3, attached hereto and incorporated herein for all purposes.

**PETITION FOR CONSENT TO THE CREATION
OF A MUNICIPAL UTILITY DISTRICT**

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BASTROP,
TEXAS:

The undersigned ("Petitioner"), holding title to the land described below and acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, respectfully petitions the City Council of the City of Bastrop, Texas, for its written consent to the creation of a municipal utility district over the land described below (the "Land") and, in support thereof, would show the following:

I.

The name of the proposed District is THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1 ("District").

II.

The District will be created and organized under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas and Chapters 49 and 54, Texas Water Code. The District further proposes to have the power to divide into two or more districts following the procedure set forth in Sections 51.749 through 51.758, Texas Water Code, and Petitioner requests the City of Bastrop, Texas's (the "City") consent to such division and the creation of the resulting districts.

III.

The District is proposed to contain a total of approximately 1,491.04 acres of land, more or less, situated in Bastrop County, Texas. All of the Land proposed to be included in the District is located within the extraterritorial jurisdiction of the City. All of the Land proposed to be included may properly be included in the District. The Land owned by Petitioner is more fully described on Exhibit "A", attached hereto and incorporated herein by reference.

IV.

Petitioner holds title to the Land, which is proposed to be included within the District.

V.

The general nature of the work to be done by the District at the present time is the design, construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system for domestic and commercial purposes, and the construction, acquisition, improvement, extension, maintenance and operation of works, improvements, facilities, plants, equipment and appliances helpful or necessary to provide more adequate drainage for the District, and to control, abate and amend local storm waters or other harmful excesses of waters, and such other

construction, acquisition, improvement, maintenance and operation of such additional facilities, systems, plants and enterprises as shall be consonant with all of the purposes for which the District is created.

VI.

There is a necessity for the above-described work, because there is not now available within the area, which will be developed for single family residential and commercial uses, an adequate waterworks system, sanitary sewer system, or drainage and storm sewer system. The health and welfare of the present and future inhabitants of the area and of the territories adjacent thereto require the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of an adequate waterworks system, sanitary sewer system, and drainage and storm sewer system. A public necessity, therefore, exists for the creation of the District, to provide for the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of such waterworks system, sanitary sewer system, and drainage and storm sewer system, to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VII.

Petitioner, by submission of this Petition, requests the City's consent to the creation of the District containing the Land, as described in this Petition.

WHEREFORE, Petitioner prays that this Petition be heard and that your Honorable Body duly pass and approve an ordinance or resolution granting consent to the creation of the District and authorizing the inclusion of the Land within the District.

This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

RESPECTFULLY SUBMITTED this 29th day of April, 2003.

PETITIONER:

EMHUGH, LTD., a Texas limited partnership

By: MARED, L.L.C., a Texas limited liability company, its general partner

By: Edward L. Hughes
Edward L. Hughes, Manager

STATE OF TEXAS

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COUNTY OF JEFFERSON

This instrument was acknowledged before me on the 29th day of April, 2003, by Edward L. Hughes, Manager of Mared, L.L.C., a Texas limited liability company, general partner of EMHUGH, LTD., a Texas limited partnership, on behalf of said limited partnership.

(SEAL)



Brenda Arnold
Notary Public, State of Texas

EXHIBIT A

Tract 1: a 416.251 acre tract out of the Jose Manuel Bangs Survey, Bastrop County, Texas, more fully described by metes and bounds on Exhibit A-1, attached hereto and incorporated herein by reference.

Tract 2: an 87.16 acre tract out of the Jose Manuel Bangs Survey, in Bastrop County, Texas, being all of that 287.16 acre tract described by metes and bounds on Exhibit A-2, attached hereto and incorporated herein by reference, SAVE LESS AND EXCEPT that 200 acre tract or parcel thereof more fully described by metes and bounds on Exhibit A-3, attached hereto and incorporated herein for all purposes.

**PETITION FOR CONSENT TO THE CREATION
OF A MUNICIPAL UTILITY DISTRICT**

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BASTROP,
TEXAS:

The undersigned ("Petitioner"), holding title to the land described below and acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, respectfully petitions the City Council of the City of Bastrop, Texas, for its written consent to the creation of a municipal utility district over the land described below (the "Land") and, in support thereof, would show the following:

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III.

The District is proposed to contain a total of approximately 1,491.04 acres of land, more or less, situated in Bastrop County, Texas. All of the Land proposed to be included in the District is located within the extraterritorial jurisdiction of the City. All of the Land proposed to be included may properly be included in the District. The Land owned by Petitioner is more fully described on Exhibit "A", attached hereto and incorporated herein by reference.

IV.

Petitioner holds title to the Land, which is proposed to be included within the District.

V.

The general nature of the work to be done by the District at the present time is the design, construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system for domestic and commercial purposes, and the construction, acquisition, improvement, extension, maintenance and operation of works, improvements, facilities, plants, equipment and appliances helpful or necessary to provide more adequate drainage for the District, and to control, abate and amend local storm waters or other harmful excesses of waters, and such other construction, acquisition, improvement, maintenance and operation of such additional facilities,

systems, plants and enterprises as shall be consonant with all of the purposes for which the District is created.

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This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

RESPECTFULLY SUBMITTED this 5th day of May, 2003.

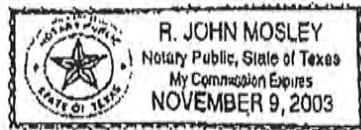
PETITIONER:

Patricia Leonard Mitchell
PATRICIA LEONARD MITCHELL

STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me on the 5th day of May, 2003, by Patricia Leonard Mitchell.

(SEAL)



[Signature]

Notary Public, State of Texas

EXHIBIT A

A 94.269 acre tract out of the Jose Manuel Bangs Survey, in Bastrop County, Texas, being all of that 98.274 acre tract described by metes and bound on Exhibit A-1, attached hereto and incorporated herein by reference, SAVE LESS AND EXCEPT that 4.005 acre tract or parcel thereof more fully described by metes and bound on Exhibit A-2, attached hereto and incorporated herein for all purposes.

**PETITION FOR CONSENT TO THE CREATION
OF A MUNICIPAL UTILITY DISTRICT**

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BASTROP,
TEXAS:

The undersigned ("Petitioner"), holding title to the land described below and acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, respectfully petitions the City Council of the City of Bastrop, Texas, for its written consent to the creation of a municipal utility district over the land described below (the "Land") and, in support thereof, would show the following:

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III.

The District is proposed to contain a total of approximately 1,491.04 acres of land, more or less, situated in Bastrop County, Texas. All of the Land proposed to be included in the District is located within the extraterritorial jurisdiction of the City. All of the Land proposed to be included may properly be included in the District. The Land owned by Petitioner is more fully described on Exhibit "A", attached hereto and incorporated herein by reference.

IV.

Petitioner holds title to the Land, which is proposed to be included within the District.

V.

The general nature of the work to be done by the District at the present time is the design, construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system for domestic and commercial purposes, and the construction, acquisition, improvement, extension, maintenance and operation of works, improvements, facilities, plants, equipment and appliances helpful or necessary to provide more adequate drainage for the District, and to control, abate and amend local storm waters or other harmful excesses of waters, and such other

construction, acquisition, improvement, maintenance and operation of such additional facilities, systems, plants and enterprises as shall be consonant with all of the purposes for which the District is created.

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WHEREFORE, Petitioner prays that this Petition be heard and that your Honorable Body duly pass and approve an ordinance or resolution granting consent to the creation of the District and authorizing the inclusion of the Land within the District.

This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

RESPECTFULLY SUBMITTED this 1st day of May, 2003.

PETITIONER:

SABINE INVESTMENT COMPANY, a
Delaware corporation

By: Steve Mills
Steve Mills, President

STATE OF TEXAS

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COUNTY OF BASTROP

This instrument was acknowledged before me on the 1st day of May, 2003, by Steve Mills, President of Sabine Investment Company, a Delaware corporation, on behalf of said corporation.

Tracie J. Bone
Notary Public, State of Texas

(SEAL)

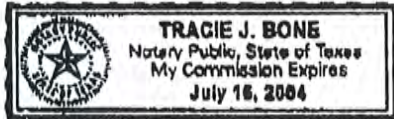


EXHIBIT A

A 195.74 acre tract out of the Jose Manuel Bangs Survey, in Bastrop County, Texas, being all of that 200.00 acre tract described by metes and bounds on Exhibit A-1, attached hereto and incorporated herein by reference, SAVE LESS AND EXCEPT that 4.62 acre tract or parcel thereof more fully described by metes and bounds on Exhibit A-2, attached hereto and incorporated herein for all purposes.

X

PROPERTY OWNER'S RESPONSE

As a property owner within The Colony MUD:

(please check \checkmark one)

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

Property Owner Name: SITTERLE HOMES - AUSTIN LLC

Property Address: 224 SAM HOUSTON

Mailing Address: 2015 EVANS RD. #100 SAN ANTONIO, TX. 78158

Phone (optional): _____

Email (optional): bran.shields@tnc.com

Property Owner's Signature: _____

Comments: _____

Please provide reply to:

The Planning and Development Department
City of Bastrop, P.O. Box 427, Bastrop, Texas 78602
or via fax (512) 332-8829 Phone: (512) 332-8840

Re: Colony MUD Consent Agreement Amendment - mailed 5/10/2016

RECEIVED
MAY 16 2016
By _____

X

PROPERTY OWNER'S RESPONSE

As a property owner within The Colony MUD:

(please check \checkmark one)

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

Property Owner Name: WILLIAM BRATTON

Property Address: 103 GUERRERO DR

Mailing Address: 103 GUERRERO DR
BASTROP TX 78602

Phone (optional): 512. 948. 5709

Email (optional): _____

Property Owner's Signature: _____

Comments: _____

Please provide reply to:

The Planning and Development Department
City of Bastrop, P.O. Box 427, Bastrop, Texas 78602
or via fax (512) 332-8829 Phone: (512) 332-8840

Re: Colony MUD Consent Agreement Amendment - mailed 5/10/2016

RECEIVED
MAY 16 2016
By _____

**CITY COUNCIL
NOTICE OF PUBLIC HEARING**

Dear Property Owner:

The **Bastrop City Council** will hold a public hearing at 6:30 p.m. on **Tuesday, May 24, 2016** in the City Council Chambers located at 1311 Chestnut Street, Bastrop, Texas to consider amendments to the Colony Consent Agreement. The Colony MUD is located within Area A of the City of Bastrop, Texas Extra Territorial Jurisdiction (ETJ).

Applicant: Forestar Real Estate Group Inc.

Legal Description: Being +/- 1,491.04 acres within the Jose Manuel Bangs Survey, A-5

**PLEASE SEE ENCLOSED -SITE LOCATION MAP WITH THIS NOTICE,
LETTER FROM FORESTAR REAL ESTATE GROUP AND LOT MATRIX**

As a property owner within the Colony MUD, you are being notified of the public hearing and invited to attend to express your opinion. Petitions and letters, either in support or opposition to this request, may be submitted to the Planning Department at 1311 Chestnut Street or mailed to P.O. Box 427, Bastrop, Texas 78602 (512) 332-8840 any time prior to the public hearing. If you have any questions about this request please call.

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✂

PROPERTY OWNER'S RESPONSE

As a property owner within The Colony MUD:

(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: James P. Malek

Property Address: 162 Abanylo Dr

Phone (optional): _____

Mailing Address: Bastrop TX 78602

Email (optional): _____

Property Owner's Signature: Margal Malek

Comments:

Forestar Company lacks in communication with the residents of the Colony and that shows poor planning and development towards the

Please provide reply to:

The Planning and Development Department
City of Bastrop, P.O. Box 427, Bastrop, Texas 78602
or via fax (512) 332-8829 Phone: (512) 332-8840

Re: Colony MUD Consent Agreement Amendment – mailed 5/10/2016

RECEIVED
MAY 16 2016

05-24-2016

By _____

in a trust worthy matter - JM

192

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 18, 2016

MEETING DATE: May 24, 2016

1. Agenda Item: **Consideration, discussion and possible action on Amendments to the Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to the Created by Division of the Colony Municipal Utility District No. 1 being +/-1,491.04 acres in the Jose Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas Extra Territorial Jurisdiction (ETJ).**

2. Party Making Request: **Melissa McCollum, Director of Planning and Development**

3. Nature of Request: (Brief Overview) Attachments: Yes X X No _____

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No N/A

Bid Amount: _____	Budgeted Amount: _____
Under Budget: _____	Over Budget: _____
	Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE

a) _____

b) _____

8. Staff Recommendation: **Staff recommends approval of the Amendment to the Consent Agreement for the Colony MUD.**

If approved, Council will consider the Final Plats for the Colony MUD 1D, Section 1 Phases A and B and MUD 1E, Section 2 Phases A and B. These are action items under New Business.

9. Advisory Board Recommendation: _____ Recommended Approval _____ Denial _____ None

10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

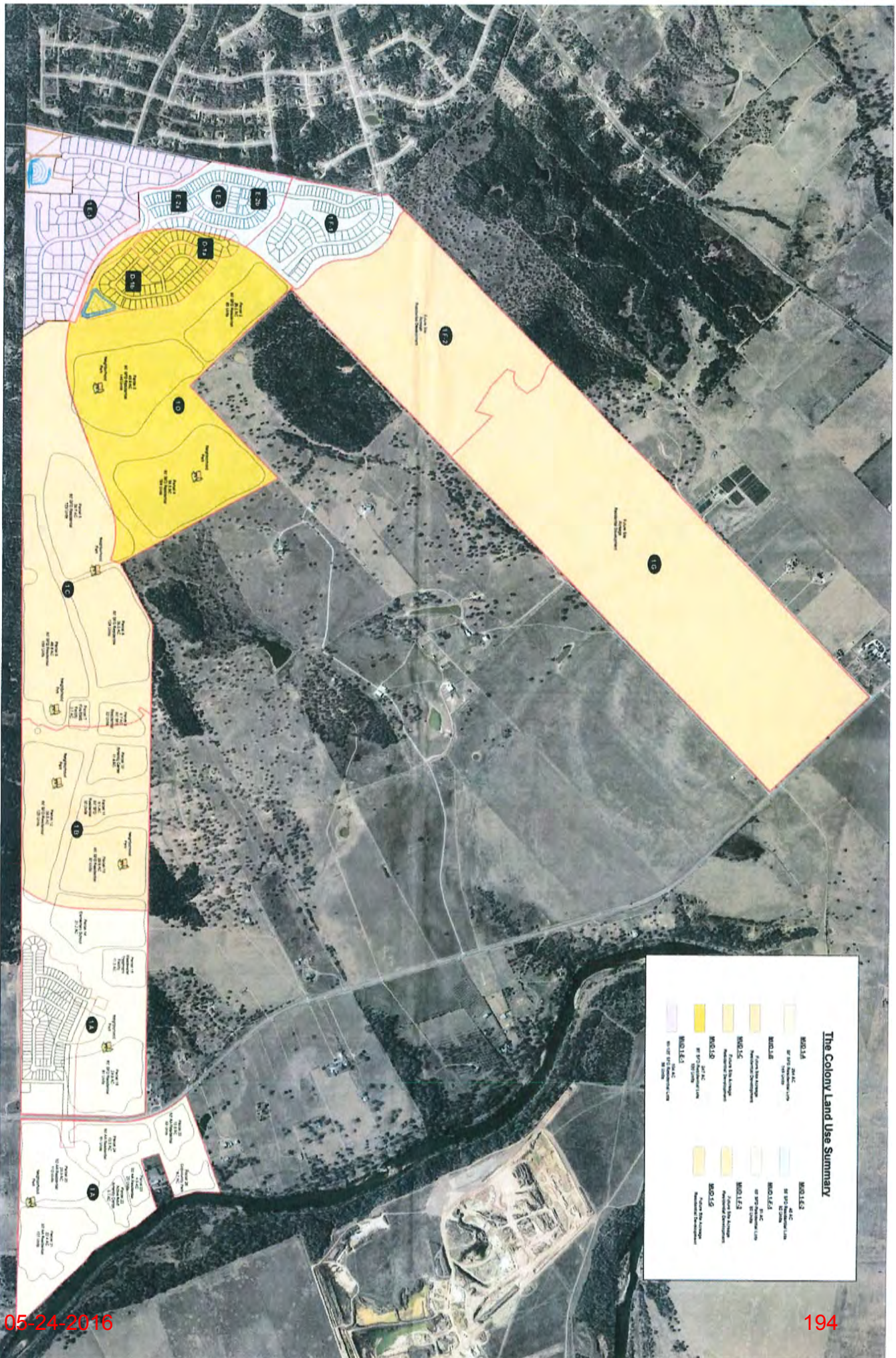
11. Recommendation: **Approve the Amendment to the Consent Agreement for the Colony MUD which will include specific land use standards, as well as define the procedure for subdivision plan review and construction inspections. Other "clean-up" items are also addressed in the proposed amendment.**

The Colony
 Bastrop County, Texas

NEW/Proposed Amendments

The Colony Land Use Summary

M01A Rural A/C or 100' lot width	M01E Rural E/C or 100' lot width	M01F Rural F/C or 100' lot width	M01G Rural G/C or 100' lot width
M02A Agriculture/Conservation	M02B Agriculture/Conservation	M02C Agriculture/Conservation	M02D Agriculture/Conservation
M03A Medium Density Residential	M03B Medium Density Residential	M03C Medium Density Residential	M03D Medium Density Residential
M04A Single-Family Residential	M04B Single-Family Residential	M04C Single-Family Residential	M04D Single-Family Residential
M05A Office/Professional	M05B Office/Professional	M05C Office/Professional	M05D Office/Professional
M06A Retail/Commercial	M06B Retail/Commercial	M06C Retail/Commercial	M06D Retail/Commercial
M07A Industrial	M07B Industrial	M07C Industrial	M07D Industrial
M08A Community Center	M08B Community Center	M08C Community Center	M08D Community Center
M09A Public Use	M09B Public Use	M09C Public Use	M09D Public Use
M10A Special Use	M10B Special Use	M10C Special Use	M10D Special Use



05-24-2016

FIRST AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1

This **FIRST AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1** (this "Amendment") is entered into effective as of _____, 2016 among the **CITY OF BASTROP, TEXAS**, a Texas municipal corporation located in Bastrop County (the "City"); **FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware corporation ("Forestar" or the "Developer") and successor-by-merger to Sabine Investment Company ("Sabine"); and **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1A** ("District 1A"), **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1B** ("District 1B"), **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1C** ("District 1C"), **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1D** ("District 1D"), **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1E** ("District 1E"), **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1F** ("District 1F"), and **THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1G** ("District 1G"), each of which is a political subdivision of the State of Texas created by division of The Colony Municipal Utility District No. 1 (the "Original District") and operating under the provisions of Chapters 49 and 54, Texas Water Code. In this Agreement, District 1A, District 1B, District 1C, District 1D, District 1E, District 1F, and District 1G are sometimes referred to individually as a "Successor District" and all of the Successor Districts are sometimes referred to collectively as the "Successor Districts". The City, the Developer, and the Successor Districts are sometimes referred to herein collectively as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, the City and Sabine previously entered into a Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 dated effective as of February 23, 2004 (the "Consent Agreement"), which, among other things, provided for the creation of the Original District, the division of the Original District in to the Successor Districts, and a regulatory process for the development of ±1491.04 acres of land within the City's extraterritorial jurisdiction;

WHEREAS, the Original District was created by House Bill 3636, Acts of the 78th Legislature, Regular Session, CH. 778, Texas Session Law Service 2003 (the "Creation Legislation") and, as required by the Consent Agreement, the Original District joined in and consented to the Consent Agreement by Joinder and Consent to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 dated June 8, 2004;

WHEREAS, as permitted by the Creation Legislation and the Consent Agreement, the Original District subsequently divided in to the Successor Districts pursuant to an election held by the Original District on February 5, 2005;

WHEREAS, as required by the Consent Agreement, District 1A joined in and consented to the Consent Agreement by Joinder and Consent to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 dated May 18, 2005, and each of the remaining Successor Districts joined in and consented to the Consent Agreement by a Joinder and Consent to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 dated June 14, 2005;

WHEREAS, effective December 30, 2006, Sabine merged with and into Forestar at which time Forestar succeeded, by operation of law, to Sabine's interest in and to the Consent Agreement. To memorialize the merger, Forestar also joined in and consented to the Consent Agreement by Joinder and Consent to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 dated effective December 30, 2006; and

WHEREAS, the Parties now desire to amend the Consent Agreement to establish development standards for single family residential lots in the Project, revise the procedures for inspections and testing of subdivision infrastructure, and reflect certain administrative updates;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties amend the Consent Agreement as follows:

AGREEMENT

1. **Defined Terms.** Capitalized terms not defined in this Amendment have the meanings ascribed thereto in the Consent Agreement.

2. **Lot Standards.** The Phases of the Project identified on **Exhibit "A"** to this Amendment are referred to herein as the "*Prior Phases*". All Phases of the Project not identified on **Exhibit "A"** are referred to herein as "*Future Phases*". Notwithstanding anything in Section 2.01 of the Consent Agreement to the contrary, the lot standards set forth on **Exhibit "B"** to this Amendment (the "*Lot Standards*") will apply to all Future Phases. Each of the Prior Phases was developed prior to the effective date of this Amendment and, therefore, will remain subject to the lot standards applicable to such Prior Phase as originally determined under the Consent Agreement. With respect to all Future Phases, if there is any conflict between any Applicable Rules and the Lot Standards, the Lot Standards will control.

3. **Inspections and Testing.** Pursuant to Section 2.02 of the Consent Agreement, if the entity contemplated to be responsible for conducting inspections and testing of roads, wastewater, and water infrastructure does not conduct such inspections and testing, the City has the right to perform and charge for the inspections and tests. For each Phase in which the City is to perform inspections and tests under Section 2.02 of the Consent Agreement, the City agrees that, to the extent that any Applicable Rules require an escrow or other similar deposit to fund the costs of the City's inspections, tests, and plan review for such Phase (each, an "*Escrow Deposit*"), the amount of the Escrow Deposit will not exceed two percent (2%) of the estimated construction costs of the facilities to be inspected and tested by the City within that Phase as determined by the opinion of probable costs for the Phase prepared by the Developer's design engineer. If the City's actual costs to perform the inspections, tests, and plan review for a Phase exceed the applicable Escrow Deposit, the City will invoice the Developer for the shortfall. Alternatively, if, after all City inspections and tests for a Phase have been completed, there are surplus funds in the Escrow Deposit for that Phase, the City will promptly refund the surplus to the Developer. Any Escrow Deposits held by the City as of the effective date of this Amendment will be reduced accordingly. Additionally, upon request by the Developer, the City may in its sole but reasonable discretion agree that, for any Phase, the Developer may directly engage a third-party inspector reasonably acceptable to the City to perform the inspections and tests that the City would otherwise perform for such Phase, in which event, (i) no Escrow Deposit for inspections and testing for that Phase will be required (it being understood that an Escrow Deposit for plan review will still be required); (ii) the City will not perform the inspections and tests for that Phase; and (iii) the Developer will provide copies of all inspection reports and tests results for the Phase to the City in a timely manner.

4. References to LCRA. The LCRA and Sabine, as predecessor to Forestar, previously entered into a "Wastewater Treatment Facility Construction and Service Agreement" dated September 21, 2004 (the "Wastewater Contract") under which the LCRA agreed to provide wholesale wastewater collection, treatment, and disposal services to the Successor Districts for the Project. Pursuant to an Assignment, Release and Permit Transfer and Renewal Agreement dated effective August 20, 2008 between the LCRA, Forestar, and District 1A, the LCRA subsequently assigned its interest in the Wastewater Contract to District 1A, which had been designated as the "Managing District" for the purpose of coordinating the design, construction, ownership, operation, and maintenance of the shared water and wastewater capacity and facilities that serve the Successor Districts pursuant to an Agreement Regarding Shared Water and Wastewater Capacity and Facilities for the Colony Districts dated effective April 14, 2008 (the "Shared Facility Agreement"). The Parties hereby agree that all references to the LCRA in the Consent Agreement will be deemed to refer to District 1A in its capacity as the "Managing District" under the Shared Facilities Agreement; provided, however, that where the Consent Agreement references compliance with LCRA's requirements, standards, and/or specifications for wastewater facilities, such provisions will be deemed instead to require compliance with the City's applicable requirements, standards, and/or specifications.

5. Addresses for Notice. The Parties addresses for notice set forth in Section 6.01 of the Consent Agreement are hereby updated as follows:

City:	City of Bastrop 1311 Chestnut Street Bastrop, Texas 78602 Attn: City Manager
With Required Copy to:	Jo-Christy Brown Law Offices of Jo-Christy Brown, P.C. 1411 West Avenue, Suite 100 Austin, Texas 78701
Developer:	Forestar (USA) Real Estate Group Inc. 6300 Bee Cave Road Bldg. Two, Suite 500 Austin, Texas 78746-5149
With Required Copy to:	John W. Bartram Armbrust & Brown, PLLC 100 Congress Avenue, Suite 1300 Austin, Texas 78701
Successor Districts:	c/o Armbrust & Brown, PLLC Attn: John W. Bartram 100 Congress Avenue, Suite 1300 Austin, Texas 78701

6. Effect of Amendment. Except as specifically provided in this Amendment, the terms of the Consent Agreement continue to govern the rights and obligations of the parties, and the terms of the Consent Agreement remain in full force and effect. If there is any conflict or inconsistency between this Amendment and the Consent Agreement, this Amendment will control and modify the Consent Agreement.

7. Counterparts. To facilitate execution, (a) this Amendment may be executed in any number of counterparts; (b) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (c) a signature delivered by facsimile or in another electronic format (*e.g.*, .PDF via email) will be deemed to be an original signature for all purposes. All executed counterparts of this instrument will be deemed to be originals, and all such counterparts, when taken together, will constitute one and the same agreement.

* * *

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the date first written above.

[counterpart signature pages follow]

EXHIBIT "A"

PRIOR PHASES

The Colony MUD 1E, Section 1, a subdivision in Bastrop County, Texas according to the plat recorded in Book 4, Pages 197-B, 198-A, and 198-B, Plat Records of Bastrop County, Texas, as amended, comprised of ±99.954 acres and containing 104 lots.

EXHIBIT "B"
LOT STANDARDS

City of Bastrop Zoning Equivalent	¹ Zoning Category for the Colony (Colony - Zoning)	Min. Lot Area Sq. Ft.	Min. Dwelling Unit Size Sq. Ft.	Min. Lot Width	Min. Lot Depth	Min. Front Yard	Min. Interior Side Yard	Min. Side when two Story & Adj. SF Zoning	Min. Ext. Yard (See Sec. 43.3)	Min. Rear Yard	Min. Rear when two Story & Adj. SF Zoning	Max. Height of Building	Max. Lot Coverage by Building	² Maximum Percent of Acreage by Land Use Category	
Single Family	Single Family Residential														
NA	Colony - E (Estate Lot)	10,000 Sq. Ft.	1800 Sq. Ft.	80'	120'	30'	10'		15'	25'		2.5 stories	40%	70%	
NA	Colony - S (Standard Lot)	6,000 Sq. Ft.	1000 Sq. Ft.	50'	110'	20'	5'		15'	15'		2.5 stories	50%	40%	
PD	Colony - G (Garden Home)	4,500 Sq. Ft.	1000 Sq. Ft.	45'	100'	20'	0' & 10'		15'	10'/20'		2.5 stories	50%	20%	
Multi-Family	Multi family														
MF-1	MF-1	10,000 Sq. Ft.	600 Sq. Ft.	100'	100'		25'	15'	60'	15'	35'	80'	3 stories	50%	5%
MF-2	MF-2	15,000 Sq. Ft.	600 Sq. Ft.	100'	125'										
Commercial	Commercial														
O	O	7,000 Sq. Ft.	N/A	60'	110'	25'	10/25'	60'	25'	20/25'	60'	2 stories	50%	5%	
NS	NS	7,000 Sq. Ft.	N/A	60'	110'	25'	10/25'		25'	20/25'		1 story	50%		
GR	GR	12,000 Sq. Ft.	N/A	100'	110'	25'	10/30'	60'	25'	20/30'	60'	2 stories	50%		
CT	CT	12,000 Sq. Ft.	N/A	100'	110'	25'	10'		25'	20'		2 stories	50%		
C-1	C-1	12,000 Sq. Ft.	N/A	100'	110'	25'	10/30'	60'	25'	20/30'	60'	2.5 stories	50%		
C-2	C-2	12,000 Sq. Ft.	N/A	100'	110'	25'	10/30'	60'	25'	20/30'	60'	2.5 stories	65%		
Summary of Setback Restrictions	Colony - G (Garden Home)	Minimum Side Yard	Zero lot line residences are required to have a ten (10) ft. setback on the opposite side of the zero (0) lot line.												
		Roof Overhangs	Roof overhangs on the zero lot line side of a Garden Home Lot may extend up to eighteen (18) inches into the adjacent lot ten (10) ft. setback.												
		Maintenance Easement	A five (5) ft. maintenance easement is reserved in the ten (10) ft. side yard setback of each lot for maintenance of the adjacent Garden Home property.												
		Minimum Rear Yard	When a residence has a rear loaded garage, the spacing between the alley and the garage must be a minimum of twenty (20) ft.												
	O	Minimum Interior Side Yard	Setback is ten (10) ft. for single story structures, twenty-five (25) ft. for multi-story buildings and sixty (60) ft. adjacent single-family lot.												
		Minimum Rear Yard	Setback is ten (10) ft. for single story structures, thirty (30) ft. for multi-story buildings and sixty (60) ft. adjacent single-family lot.												
	NS	Minimum Interior Side Yard	Ten feet (10') or twenty-five feet (25') when adjacent to a single-family lot.												
		Minimum Rear Yard	Twenty feet (20') or twenty-five feet (25') when adjacent to a single-family lot.												
	GR	Side Setback	Single Story - minimum ten (10) ft. interior / twenty-five (25) ft. exterior side setback. Thirty (30) ft. setback if adjacent to single family residential. Sixty (60) ft. setback if structure over one (1) story.												
		Rear Setback	Minimum twenty (20) ft. setback adjacent to single-family lot, shall observe thirty (30) ft. setback if one (1) story structure. Multi-story structure sixty (60) ft. setback.												
	C-1	Side Setback	Single Story - minimum ten (10) ft. interior / twenty-five (25) ft. exterior side setback. Thirty (30) ft. setback if adjacent to single-family lot. Sixty (60) ft. setback if over one (1) story.												
		Rear Setback	Minimum twenty (20) ft. setback. adjacent to single-family lot, shall observe thirty (30) ft. setback if one (1) story structure. Multi-story structure sixty (60) ft. setback.												
C-2	Side Setback	Single Story - minimum ten (10) ft. interior / twenty-five (25) ft. exterior side setback. Thirty (30) ft. setback if adjacent to single-family lot. Sixty (60) ft. setback if over one (1) story.													
	Rear Setback	Minimum twenty (20) ft. setback. adjacent to single-family lot, shall observe thirty (30) ft. setback if one (1) story structure. Multi-story structure sixty (60) ft. setback.													
Footnotes	¹ This Lot Matrix controls in the event of a conflict with City of Bastrop development regulations, where this Lot Matrix is silent the Bastrop development regulations control.														
	² Maximum number of Living Unit Equivalence (LUE) will not exceed 2396 LUE's. (2500 Total LUE's inclusive of MUD 1E1)														

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 18, 2016

MEETING DATE: May 24, 2016

1. Agenda Item: CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING RESPONSE TO MR. MICHAEL JOKOVICH AREA VICE PRESIDENT AND GENERAL MANAGER OF THE HYATT REGENCY LOST PINES RESORT & SPA REGARDING HIS RECOMMENDATION ABOUT ALTERING THE PREVIOUSLY AGREED UPON PLAN TO EXTEND A MODIFIED CONTRACTUAL AGREEMENT WITH THE HYATT REGENCY FOR THE BASTROP MARKETING CORPORATION.

2. Party Making Request: **Mayor Kesselus**

3. Nature of Request: (Brief Overview) Attachments: Yes No

4. Policy Implication: _____

5. Budgeted: Yes No N/A
Bid Amount: _____ Budgeted Amount: _____
Under Budget: _____ Over Budget: _____
Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing:	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a)	_____	_____	_____	_____
b)	_____	_____	_____	_____
c)	_____	_____	_____	_____

8. Staff Recommendation:

9. Advisory Board: Approved Disapproved None

10. Manager's Recommendation: Approved Disapproved None

11. Motion Requested:

HYATT REGENCY LOST PINES RESORT & SPA

DMO Recommendation

05.10.16



Hyatt Regency Lost Pines Vision Statement

The Hyatt Regency Lost Pines is a well established and successful resort located in Central Texas in the Lost Pines region. Creating memories and traditions throughout our natural setting by season has been the foundation of our culture.

The immediate goal is to drive group business while continuing to outperform the market in RevPAR. We will refine and grow our group market, while maintaining and strategically shifting leisure travel. National exposure for the resort will help support our initiatives. We are poised to drive occupancy, rate and continue with operational efficiencies.

The changes in the Austin competitive landscape focus on new inventory and renovations. Outdoor activities, nature and Bastrop's historic small town character are vital elements to the Lost Pines experience. New attractions are under construction east of Austin: ZIP Lost Pines, Wakeboarding Park and Nland Surf Park will enhance and expand our exposure to new markets.



Key Market Change Considerations

- Austin room supply is growing 8.4% while demand is growing 5.3%
- JW Marriott Austin, 1,012 rooms opened February 2015
- Westin Austin, 366 rooms, opened July 2015
- Hotel Van Zandt, by Kimpton, 319 rooms. Opened October 2015
- Fairmont Austin, 1,066 rooms, Preselling. Opening 2017, 1,068 rooms and 106k square feet meeting space
- Multiple renovations in Austin are creating positive energy in the group segment
- **ABIA serviced 11.8M travelers in 2015**
 - Increase of 42% over the past 10 years
 - Comparatively, San Antonio serviced 8.5M in 2015, increasing 6% over the same decade



History of BMC

- Woodbine Development initiated HOT tax with City of Bastrop at conception of Hyatt Regency Lost Pines Resort & Spa
- Agreement, beginning in 2006, with Bastrop Marketing Corporation and the City of Bastrop offering a 10 year agreement containing descending scale of HOT funds to be paid to BMC for marketing
- Scale initiated at 75% and ends at 43%
- November 2014, Hyatt Hotels purchased HRLP wholly, to include BMC
- Hyatt has managed BMC since November 2014

ANDAZ

GRAND|HYATT

HYATT

HYATT CENTRIC

 HYATT
HOUSE

 HYATT
PLACE

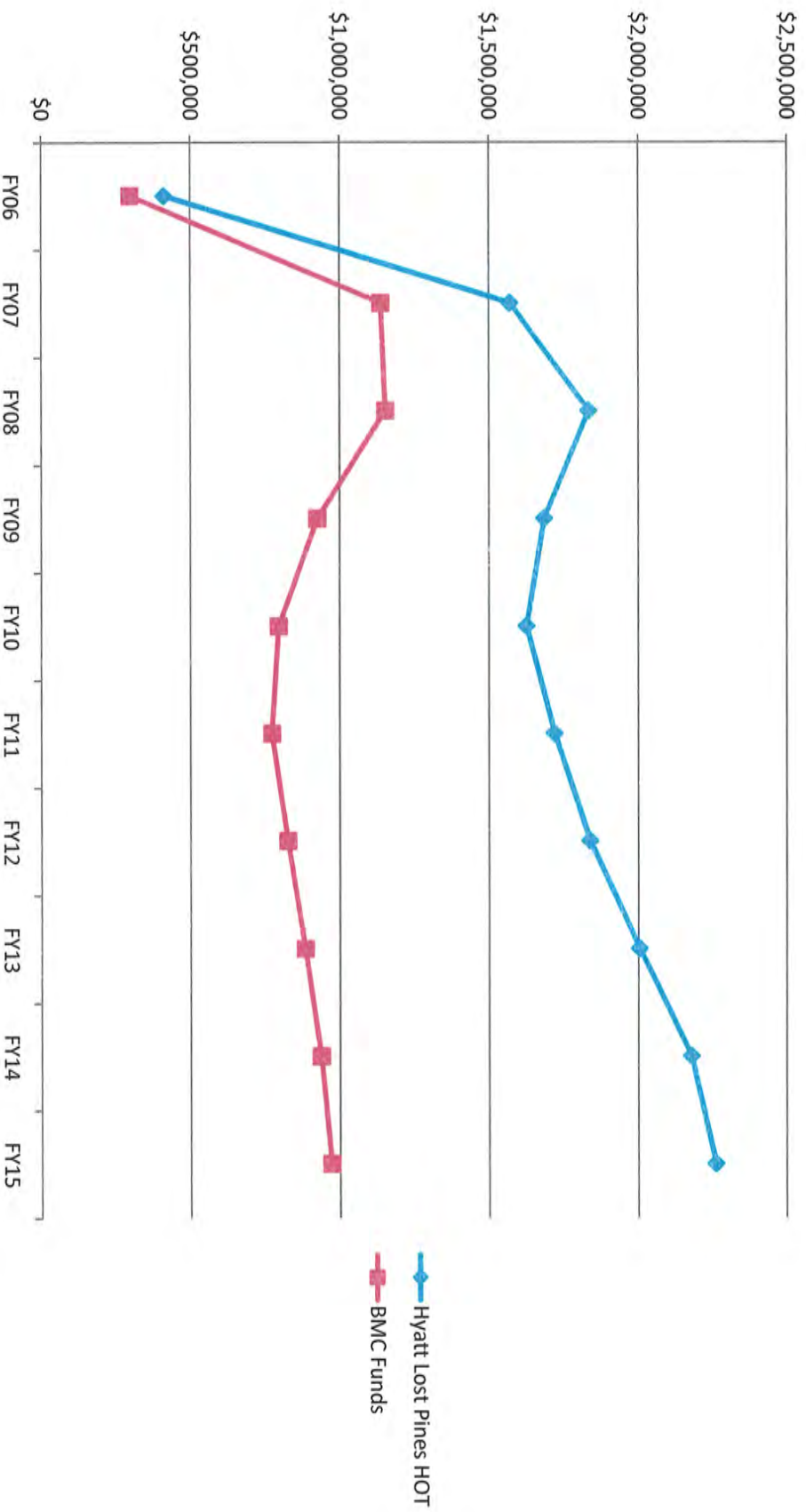
 HYATT

 HYATT
RESIDENCE CLUB

 HYATT
REGENCY

 HYATT
UNBOUND

HOT Funds / Marketing Spend



Recommendations

- Extended the current BMC agreement through December 31, 2016
- June 15, 2016
 - Engage with TTIA in Strategic Workshop
- Initiate DMO 5 year agreement with City of Bastrop

• Year 1	October 1, 2016	43%
• Year 2	October 1, 2017	51%
• Year 3	October 1, 2018	59%
• Year 4	October 1, 2019	67%
• Year 5	October 1, 2020	75%
- June 30, 2016
 - Appoint DMO Executive Director
- July 15, 2016
 - Begin formal establishment of DMO 'Bastrop Adventure Bureau'
- August 1, 2016
 - Stakeholder Advisory Board of 9 members is in place
 - 2016/17 Marketing Campaign underway
- September 15, 2016
 - Executive Director presents 2016/17 Marketing Campaign to City Council
- December 31, 2016
 - Dissolution of Bastrop Marketing Corporation



Immediate Focus / Immediate Gain

- Promote the Bastrop Brand – What is our product?
- Communication and Collaboration of Stakeholder Marketing Plans
- Convention Center
 - Define what success looks like – Measurable Goal
 - Establish Sales forward approach to generate revenue
 - Establish Timeline to Weigh Success
- Transportation Exploration
 - ABIA
 - In town Shuttles
- Music Series/Rodeo Concept
- Texas BBQ Trail

ANDAZ

GRAND | HYATT

HYATT

HYATT CENTRIC

 HYATT
HOUSE

 HYATT
PLACE

 HYATT
SIGNIA

 HYATT
REGENCY GOLF

 HYATT
REGENCY SPA

 HYATT
REGENCY

THANK YOU!

ANDAZ

GRAND | HYATT

HYATT

HYATT CENTRIC

 HYATT
HOUSE

 HYATT
PLACE

 HYATT
REGENCY

HYATT
RESIDENCE CLUB

 HYATT ZIVA

PARK | HYATT

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 18, 2016

MEETING DATE: May 24, 2016

1. Agenda Item: INSTRUCTING THE CITY MANAGER TO HAVE DMO CONSULTANT IN PLACE AND WORKING BY JUNE 23, 2016 IN ORDER TO MOVE THE PROCESS ALONG AND ALLOWING US TO FINISH THE PROCESS BY DECEMBER 31, 2016.

2. Party Making Request: **Council Member Jones**

3. Nature of Request: (Brief Overview) Attachments: Yes ___ No X ___

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No N/A

Bid Amount: _____ Budgeted Amount: _____
Under Budget: _____ Over Budget: _____
Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing:	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a)	_____	_____	_____	_____
b)	_____	_____	_____	_____
c)	_____	_____	_____	_____

8. Staff Recommendation:

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

11. Motion Requested:

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 18, 2016

MEETING DATE: May 24, 2016

1. Agenda Item: CONSIDERATION, DISCUSSION AND POSSIBLE ACTION ON INSTRUCTING THE CITY MANAGER TO CONDUCT A SEARCH AND HIRE AN IN-HOUSE CITY ATTORNEY WITH TARGET START DATE AND SALARY CAP.

2. Party Making Request: Council Member Schiff

3. Nature of Request: (Brief Overview) Attachments: Yes X X No _____

There has been a substantial public outcry about the City's history of burgeoning legal expenditures. Even without including the water well and Pine Forest Unit 6 lawsuits, the City expends far more taxpayer monies for legal fees than most Texas cities 10 times or more our size. While an in-house attorney will not guarantee that we will not incur outside legal service expenses nor will it necessarily reduce or increase our risk of losses via the legal processes, it should provide the following:

- 1. Fixed cost legal services for the daily activities of the City.
- 2. Immediate availability, in most cases, of face-to-face legal advice for City staff, Council, and boards.
- 3. Attendance of the City Attorney at City Council and other city meetings as needed at no additional cost.
- 4. Use of City administrative staff for some of the clerical duties now being performed by the contracted city attorney.
- 5. Response to the public's voiced desire that the City Attorney focus on settling issues as quickly as possible thus minimizing the hours (and expenses) spent on each issue.

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No N/A

Bid Amount: _____	Budgeted Amount: _____
Under Budget: _____	Over Budget: _____
	Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE

a) _____

b) _____

8. Staff Recommendation:

9. Advisory Board Recommendation: _____ Recommended Approval _____ Denial _____ None

10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

11. Motion Requested:

City of Bastrop - All Funds*
Law Offices of Jo-Christy Brown, PC

FY2011	\$	305,627
FY2012	\$	305,434
FY2013	\$	366,715
FY2014	\$	337,252
FY2015	\$	345,554

* This report includes all expenses from vendor, #23140 Law Offices of Jo-Christy Brown, PC. It does not include payments from BEDC to this vendor.

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 18, 2016

MEETING DATE: May 24, 2016

1. Agenda Item: **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION INSTRUCTING THE CITY MANAGER TO PLACE IN THE PROPOSED BUDGET FOR FISCAL YEAR 2017 A LINE ITEM FOR A NEW POSITION, DEPUTY CITY MANAGER.**

2. Party Making Request: **Council Members Peterson and Jones**

3. Nature of Request: (Brief Overview) Attachments: Yes ___ No **X** ___

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No N/A
Bid Amount: _____ Budgeted Amount: _____
Under Budget: _____ Over Budget: _____
Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing:	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a)	_____	_____	_____	_____
b)	_____	_____	_____	_____
c)	_____	_____	_____	_____

8. Staff Recommendation:

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

11. Motion Requested:

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 19, 2016

MEETING DATE: May 24, 2016

1. Agenda Item: CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING THE FINAL DECISION FOR THE LOCATION OF HUD SHELTER GRANT FACILITY.

2. Party Making Request: Mayor Kesselus

3. Nature of Request: (Brief Overview) Attachments: Yes X No _____
Attached is aerial photo which shows Linden Street, Jewels Park and the Parking lot adjacent to Jewels Park. I have place the foot print of the proposed HUD Shelter that is being funded by the HUD Shelter Grant. As you will note the proposed HUD Shelter will fit nicely to the back of the property so as to be able to utilize the parking lot to the front.

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No _____ N/A
Bid Amount: _____ Budgeted Amount: _____
Under Budget: _____ Over Budget: _____
Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE
a) _____
b) _____
c) _____

8. Staff Recommendation:

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. Manager's Recommendation: X Approved _____ Disapproved _____ None

11. Proposed Motion: _____

LIND



FUTURE
GROWTH

BP&E
BLDG

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 19, 2016

MEETING DATE: May 24, 2016

1. Agenda Item: CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING AUTHORIZING THE CITY MANAGER TO IMPLEMENT CERTAIN IMPROVEMENTS TO THE VACANT CITY OWNED LOT ADJACENT TO THE CONVENTION CENTER AND INSTRUCTING THE CITY MANAGER TO NOTIFY THE 1832 FARMERS MARKET ORGANIZATION THAT THE CITY OF BASTROP IS TERMINATING THE LEASE BETWEEN THE CITY OF BASTROP AND THE 1832 FARMERS MARKET ORGANIZATION REGARDING THE VACANT LOT ADJACENT TO THE CONVENTION CENTER.

2. Party Making Request: Mayor Kesselus

3. Nature of Request: (Brief Overview) Attachments: Yes X No _____

Attached is the proposed layout illustrating the various site improvements I am recommending that be constructed at the vacant lot adjacent to the "Convention Center". Also is the cost estimate for the materials to implement making the proposed improvements. City crews will construct the actual improvements. Final in order for me to commence making these improvements the first order of business is to end the current "Lease Agreement" between the City of Bastrop and the 1832 Farmers Market Organization [1832 Organization]. The lease agreement between the City and the 1832 Organization is a month to month agreement.

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No N/A

Bid Amount: _____ Budgeted Amount: _____
Under Budget: _____ Over Budget: _____
Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE

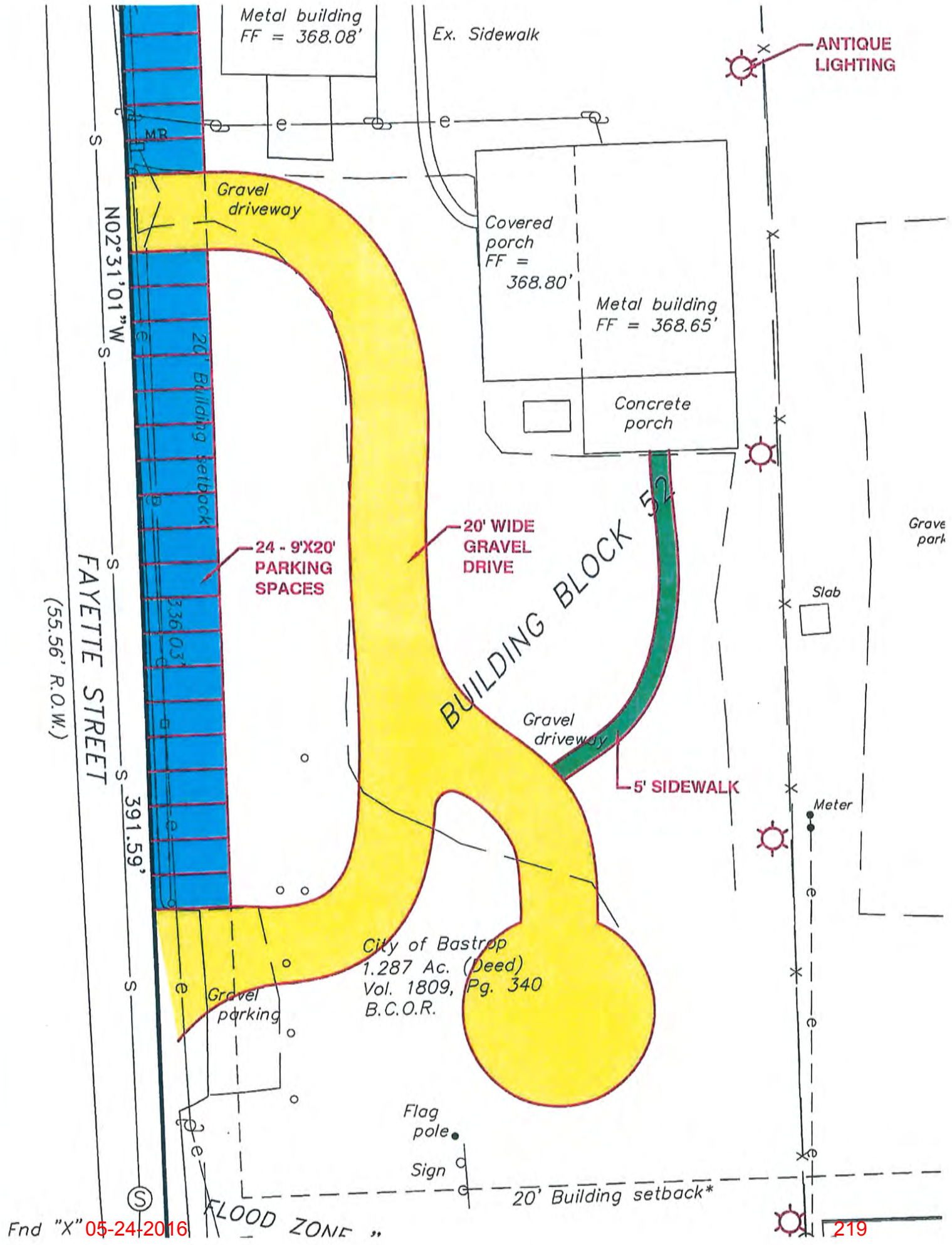
- a) _____
- b) _____
- c) _____

8. Staff Recommendation:

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. Manager's Recommendation: X Approved _____ Disapproved _____ None

11. Proposed Motion: _____



Metal building
FF = 368.08'

Ex. Sidewalk

ANTIQUE LIGHTING

S
NO2°31'01" W

Gravel driveway

Covered porch
FF = 368.80'

Metal building
FF = 368.65'

Concrete porch

20' Building setback

24 - 9'X20' PARKING SPACES

20' WIDE GRAVEL DRIVE

BUILDING BLOCK 52

Gravel driveway

5' SIDEWALK

Grave park

Slab

Meter

FAYETTE STREET
(55.56' R.O.W.)

S
391.59'

City of Bastrop
1.287 Ac. (Deed)
Vol. 1809, Pg. 340
B.C.O.R.

Gravel parking

Flag pole

Sign

20' Building setback*

End "X" 05-24-2016

FLOOD ZONE "

219

**MARKET AREA ACROSS
FROM CITY HALL**

Gravel Roadway		
9,000 sq. ft. X \$2 per sq. ft.		\$18,000
Paved Parking Area Next to Fayette Street		
4,400 sq. ft. X \$4 per sq. ft.		\$17,600
Sidewalk		
500 sq. ft. X \$6 per sq. ft.		\$ 3,000
TOTAL COST MATERIALS ONLY		\$38,600

Notes:

1. Cost shown is only for materials.
2. Cost does not include electrical and lighting.
3. City will provide all labor and equipment.

4.12.16

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 18th, 2016

MEETING DATE: May 24th, 2016

1. Agenda Item: **CONSIDER A RESOLUTION OF THE CITY COUNCIL OF BASTROP, TEXAS DESIGNATING 1302 CHESTNUT STREET AS THE BASTROP COMMUNITY MARKET AT THE BARN TO OPERATE AS A COMMUNITY MARKET AND SPECIAL EVENT VENUE UNDER THE DIRECTION AND LEADERSHIP OF THE CITY OF BASTROP MAIN STREET PROGRAM**

2. Party Making Request: Bastrop Main Street Program

3. Nature of Request: (Brief Overview) Attachments: Yes X No _____

Bastrop Main Street Program, as a project of the Economic Vitality Committee in support of the Bastrop Culinary District, will develop, grow and maintain a community Farmers Market, and include growers and vendors that are not included in the current farmers market as well as vendors of the current 1832 Market. Volunteers & Bastrop Main Street staff will manage the scheduling of booth space, vendor recruitment, and marketing. The Market will help bring local produce to a variety of entities inside the Culinary District as well as continue the promotion of the Culinary District as a whole and Bastrop as a foodie destination.

The Bastrop Main Street Program will also oversee the use of the lot for a variety of special events and activities, including but not limited to utilizing the lot seasonally for agricultural items in addition to a Saturday Farmer’s Market such as Pumpkins and Christmas Trees, as well as Cooking Demonstrations, Farm to Table events, private events and other activities that align with the City of Bastrop’s special event rules & regulations.

4. Policy Implication: The City Manager will need to provide 30 days written notice to the 1832 Farmer’s Market reflecting new management of the lot located at 1302 Chestnut Street.

5. Budgeted: _____ Yes X No N/A

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: **NAME/TITLE** **INITIAL** **DATE** **CONCURRENCE**

a) _____

b) _____

c) _____

8. Staff Recommendation:

9. Advisory Board: Approved Disapproved None

10. Manager's Recommendation: Approved Disapproved None

11. Motion Requested: Approve Resolution.

RESOLUTION NO. R-2016-16

**A RESOLUTION OF THE
CITY COUNCIL OF BASTROP, TEXAS DESIGNATING 1302 CHESTNUT STREET
AS THE BASTROP FARMER'S MARKET TO OPERATE AS A COMMUNITY
MARKET AND SPECIAL EVENT VENUE UNDER THE DIRECTION AND
LEADERSHIP OF THE CITY OF BASTROP MAIN STREET PROGRAM**

WHEREAS, the City of Bastrop, Texas, ("City"), is a Home Rule municipality incorporated and operating under the Laws of the State of Texas and, accordingly, it has been granted full legal authority to enact regulations to further the public health, safety and welfare, and

WHEREAS, the City has a rich and exciting history, with many food related industries, businesses and interests being one of the City's unique identities and strengths; and

WHEREAS, in August of 2013, in consideration of the development and promotion of "culinary tourism" the City Council designated a portion of the downtown as the "Bastrop Culinary District" (Culinary District); and

WHEREAS, the primary purpose of the Culinary District is to recruit, develop, retain, and support businesses that are related to cooking and food, growing food, packaging food, preserving food, and preparing and marketing food, including by way of example, restaurants, gourmet stores, coffee shops, tearooms, ice-cream parlors, cheese shops, kitchenware stores, kitchen furnishings and supplies, and dinner ware; and

WHEREAS, in support of the Culinary District, the City Council would like to establish the "Bastrop Farmers Market" to provide the citizens of Bastrop, local restaurants and visitors to the area, the opportunity to purchase fresh, locally grown produce and, provide farmers in Bastrop County an opportunity to sell their products locally, and benefit local businesses.

WHEREAS, the Bastrop Main Street Program Advisory Board has determined that there is community support for the Bastrop Farmers Market through surveys of the locally owned restaurants and food-related businesses in the downtown historic district;

WHEREAS, the Bastrop Main Street Program aims to make a community market, where residents and visitors can gather year round, for a variety of activities as well as special events.

WHEREAS, the Economic Vitality Committee of the Bastrop Main Street Program Advisory Board will oversee the organization and implementation of the Bastrop Farmers Market and will be permitted to act as volunteers for the benefit of the Bastrop Farmers Market.

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

- Part 1: Designates a tract of land in the City of Bastrop, adjacent to the Convention Center located at 1302 Chestnut Street and incorporated herein for all purposes, as the Bastrop Farmer's Market and that those portions designated will be promoted, advertised, and marketed in a manner consistent with such designation with an emphasis on attracting and retaining businesses and customers that are consistent with and complimentary to such designation.
- Part 2: Endorses the Bastrop Farmers Market's goal of providing the sale of fresh, locally grown produce, provide farmers an opportunity to sell their products locally, benefit local businesses, and support the Culinary District by contributing to the overall goal of increased tourism and enhancing the frequency and experience of visitors to the City of Bastrop.
- Part 3: Appoints the Economic Vitality Committee of the Bastrop Main Street Program Advisory Board to oversee and manage the Bastrop Farmers Market, with appropriate oversight by the City Manager.
- Part 4: Acknowledges and agrees that the members of the Economic Vitality Committee may act as volunteers for the benefit of the Bastrop Farmers Market.
- Part 5: Authorizes the Main Street Program Director to rent the property at 1302 Chestnut Street to groups, organizations, businesses and individuals for special events.
- Part 6: Requests all residents of the City and County of Bastrop, Texas, and especially those citizens who own property or businesses within the District, to support, promote and help maintain activities and events that will support the Bastrop Farmers Market and the Culinary District.
- Part 7: Provides that, notwithstanding the designation of the tract of the City, shown on Exhibit "A" as the Farmers Market, asserts that the City may cancel this right of use at any time to support the best interests of the City.
- Part 8: Authorizes the Mayor to sign and submit this Resolution, related to the City's approval and certification of the Bastrop Farmers Market, as a demonstration of the Council's support thereof.
- Part 9: The terms of this Resolution shall become effective immediately upon passage of this Resolution, subject to publication as required by State law.

PASSED, ADOPTED AND APPROVED this the 24th day of May, 2016.

APPROVED:

MAYOR KEN KESSELUS

ATTEST:

Ann Franklin, City Secretary

Approved as to Form:

Jo-Christy Brown, City Attorney



Bastrop Community Farmers Market At the Barn

2016 Vendor Packet

The City of Bastrop Main Street Program is committed to making Bastrop a culinary destination in the region through aggressive promotion of the Bastrop Community Farmers Market and the recruitment of all Bastrop County growers and producers. BMSP has been given the task of operating this market and we want YOU to be a part of our new project. Our focus on the Culinary District continues to expand with several new culinary events on the horizon.

We are excited to be able to provide opportunities for local food to reach our residents and visitors through the Farmers Market. We strive to provide the community with the highest quality, locally grown produce, agricultural products, and handcrafted merchandise. We are delighted to spearhead efforts for a true Community Market and want you to be a part of the exciting changes.

The market is located at 1302 Chestnut Street, adjacent to the Bastrop Convention Center, directly across from City Hall.

Welcome to the Bastrop Community Farmers Market at the Barn!

General Rules

Market days are held every Saturday from 8 a.m. to 12 p.m. year round and may fall on other days as decided by the City of Bastrop Main Street Program to coincide with special events and holidays. Vendor's who wish to set up on additional days during high season may do so by making arrangements with the City of Bastrop Main Street Program.

Every vendor must sign a statement agreeing to abide by the following rules governing the Bastrop Farmers Market:

Management of the Market: The City of Bastrop Main Street Program has primary responsibility for the operation of the Market. The Program shall designate a Market Coordinator who shall ensure the smooth operation of the market on market days.

Definition of Vendor: A vendor is a person approved by the Main Street Program's Economic Vitality Committee to sell items at the market. The term "vendor" shall include the spouse, siblings, children, parents, and employees of the vendor who assist in the cultivation or assembly of the product.

Becoming an Approved Vendor: To become an approved vendor, the applicant must provide to the Main Street Program Director a signed copy of this application. Any value added vendor applications are taken before the Economic Vitality Committee for prior approval. You may be required to provide samples of your products for consideration. The Economic Vitality committee meets monthly, typically on the second Tuesday of the month at 8 a.m. Agriculture vendors may require a farm inspection if any formal complaints are received by the City of Bastrop Main Street Program.

Permitted items for sale: Vendors may sell the following types of items: agricultural, horticultural, (individually wrapped) food or dairy items meeting state regulations, homemade craft items, homemade candles, and homemade jewelry. Vendors may not sell or offer any products or literature deemed offensive or which may incite violence, crime, or disorderly conduct or anything of a political nature, such as signs, petitions, or campaign literature. Vendors may not sell weapons, resale or garage sale items.

Except as noted below, permitted items must be locally grown, produced, or processed by the vendor, where "locally" is defined as the area within a 90-mile radius of the Market. Keeping the Market local is a primary objective of the City of Bastrop Main Street Program.

Exceptions to the "locally produced" requirements may be made at the discretion City of Bastrop Main Street Program. For example:

- Value Added Items: Occasionally the Program may determine that allowing a specific item produced outside the 90-mile radius can add value to the Market and may approve the sale of such a "value added" item.

These decisions are made on a case-by-case basis and the City of Bastrop Main Street Program reserves the right to rescind approval of a value-added item at any time. A vendor seeking approval for a “value added” item must submit an application to the City of Bastrop Main Street Program’s Economic Vitality Committee for approval or denial. Applicants may appeal a decision to the Bastrop Main Street Advisory Board for a final decision. The board typically meets the first Monday of the month.

- If resale items are approved by the Economic Vitality committee, vendors must clearly post the producer’s name, location, and contact phone number of the items. The Market Coordinator can provide the vendor with an approved sign.

Vendor fee: All market vendors must pay a rental fee for the space they retain. The initial rent shall be paid to the Main Street Program Director upon receiving your application prior to setting up a booth. The vendor fee is \$10.00 per day, and \$15.00 per day if electricity is needed. Electricity is limited. After your first visit to the Market your weekly fees will be paid directly to the Market Coordinator on Saturday morning’s.

Vendor Space: Vendors must supply their own attractive tents and/or canopies and must make sure they fit within the assigned booth space, 10’ by 10’. No part of the display may extend into the pedestrian aisle, fire lane, landscaping area and/or into the sidewalk or driveway areas. Vendors may be allowed to utilize their vehicles during the busy growing season in lieu of a canopy if prior arrangements are made with the Main Street Program Director.

Space reservations: Spaces may not be reserved in advance. The Market Coordinator is responsible for assigning vendors to specific locations on Saturdays. If you will be late or will not be setting up on market day, contact the Market Coordinator or the Main Street Director during normal working hours. If you cannot contact them during normal working hours you may send an email to the Main Street office at mainstreet@cityofbastrop.org.

Time for setup: Setup of the Market may begin at 7a.m. and must be completed by 8:30 am. All vendor vehicles must be removed from the Market area by 7:30 a.m., unless otherwise specifically assigned by the Market Coordinator. You are not allowed to leave your vehicle running during the Market. Please unload all items before you begin booth set up to avoid vehicle congestion. Vendors may not park in the designated Market area. Available Market parking is reserved for customers. Vendors may in the City Hall parking lot.

Cleanup: Vendors must leave the Market area clean. Please do not leave garbage behind. Vendors may not dump oil, wastewater, or any other refuse (including clean water and/or ice) into the storm drains, landscaping, or any other area on or around the

Market area. Violators will be removed from the Market immediately and will not be allowed to set up subsequently. Absolutely no equipment including but not limited to vehicles, refrigerators, trailers, tables, or tents may be left at normal Market operating hours. Vendors are responsible removing all items from the Market premises after each Market day. NO EXCEPTIONS.

Farm Visit Fees: Agricultural vendors may be subject to a farm inspection. The fee is based on mileage from the Market, to the farm and back. The fee may be made payable in cash, check, or cashier's check and is due at the time of the farm visit. Mileage rates will be based on the current state approved mileage reimbursement rate.

Vendor Responsibilities

- Vendors are responsible for their children and guest(s) at all times. Do not allow your children to run freely through the Market or to disrupt other vendors or customers. Children must be supervised at all times.
- Vendors are responsible for their merchandise, for maintaining security of their booths and persons and for liability of their product
- NO smoking is allowed at the Market.
- Vendors must possess and obtain, on their own, all appropriate licenses and permits and may without notice be required to show such to any Market representative. This includes but is not limited to Sales Tax licensing and health permits.
- **Hold harmless clause and insurance: Vendors shall indemnify and hold the City of Bastrop, Texas, Market and Market volunteers harmless from any and all loss, cost of damages, or other incurred expenses.**
- Each vendor is responsible for carrying his/her own product liability insurance.
- **Conflicts** Any conflict or potential conflict that may arise between a vendor and a customer or between vendors at the market must be brought to the attention of the City of Bastrop Main Street Program Director and will be reviewed by the Economic Vitality Committee. Complaint forms are available from the Main Street office or the Market Coordinator.
- **Sole Discretion:** The City of Bastrop reserves the right to make any and all decisions in the best interests of the market.

Violations

Lodging and investigation of complaints: Any complaint that a vendor is violating Market rules regarding permitted items for sale or any other matter by vendors or customer's, must be directed to the Market Coordinator or the Main Street Director in writing to receive proper investigation and follow up. Resolution of complaint matters shall be the responsibility of the City of Bastrop Main Street Program through the Economic Vitality committee. The City of Bastrop Main Street Program shall determine, it's their sole discretion, what type of investigation, if any, shall be conducted in response

to written complaints, whether or not the written complaint is valid and appropriate, and the time frame in such a response shall be made. Complaints against agricultural items will be investigated within 72 hours of the written complaint being received. The complainer must complete and sign a complaint form. Mileage fees for investigative purposes will not be charged on the first complaint. Additional complaints will be subject to the mileage reimbursement schedule mentioned in the farm visit fees section of these guidelines.

PLEASE SIGN AND RETURN THIS PAGE WITH YOUR APPLICATION

General Rules and Regulations are for your documentation and do not need to be returned

Bastrop, Texas Farmers Market 2016

I, _____ have read and
AGREE TO COMPLY with the rules included in
the Farmers Market Vendor Packet. I realize that
is a **PRIVILEGE** to be a vendor at the Bastrop
Farmers Market and agree to treat it as such. I
will not be rude or disruptive to the Market
Coordinator or other vendors. If there is an issue
I will handle it in a mature fashion away from
customers.

Printed Name: _____

Name of Farm if different: _____

Signature: _____

Date: _____

Bastrop Farmers Market Application

Please type or print neatly:

Applicant Name: _____
Date of Application: _____
Business Name: _____
Address: _____
Phone: _____
Email: _____
Vehicle Description &
License Number _____

Please check which products you intend to sell:

Farm Products

produce cut flowers/plants honey eggs

Value-added products (all submitted are required to be handmade by applicant's business)

candles jewelry baked goods woodwork.... Soap

pre-packaged food/drinks prepared food/drink

other (please describe) _____

Are you required by Texas law to be licensed? Yes No

Name and relationship of person(s) who will be selling for your business:

Will your processed food be prepared in an inspected commercial kitchen? y/n

If not, have you acquired a Texas Food Handler's Card: yes no

Do you require electrical power? _____

Please specify items you plan to sell: _____

You may turn in your application Saturdays, 8 a.m. to 12 p.m. at the Market to the market manager; or email applications to mainstreet@cityofbastrop.org. Please be sure you have included the following:

- Completed Application Form & Initial Set-Up Fee
- any samples of products
- List or photo of proposed products
- Copy of any required documentation (i.e. food handlers card, Texas sales tax ID, organic certification, etc.)

The City of Bastrop Main Street Program will consider items for sale and notify the applicant of acceptance or rejection of the vendor's application.

Signature of Applicant: _____

Information provided on this form is public and subject to the Texas Public Information Act (Government Code Chapter 552)



City of Bastrop Main Street Program
 1408 B Chestnut • P. O. Box 427 • Bastrop, TX 78602 • (512) 332-8996

The Barn at the Bastrop Convention & Exhibit Center 1302 Chestnut Street* Special Event Rental Application

May 16, 2016

<i>Call 512-332-8996 for reservation appointment. Reservations must be made in person. Fees due at time of reservation.</i>
Checks or <i>only post office-issued money orders</i> made payable to City of Bastrop.
Security deposit refund submitted 30 days after event and mailed by check if city property is clean and free of litter and damage.
Open flames must be set up away from structures, and trees, and it must be monitored at all times. Do not dump coals in trash or on ground—bring tin can or similar appropriate container and fill with water to cover hot coals.
<i>No alcohol, glass, piñatas, confetti eggs, water balloons, pools, Slip-N-Slides, sprinklers, or similar items allowed.</i>
Event Hours depending on availability

Rental day/date: _____ Open Flame: Yes No Unsure

Event Description: _____

Rental time period: _____ No invited (< or > 100): _____

Organization Hosting Event Name: _____

Renter's name: _____ Phone No: _____

Renter's e-mail address: _____

Payee's name, if different: _____ Phone No: _____

Payee's e-mail address: _____

Refund mailed to payee: _____
Street or P.O. Box City, State Zip Code

Renter's or Payee's Signature

Today's Day & Date

To be completed by City:

Rental fee: \$ _____ Deposit: \$ _____ **OR** Fees waived for: _____

Money Order No _____ Check No _____ Other _____

PO No _____ Req No _____ Packet No _____ Date Processed: _____

1302 Chestnut Street is available for use by organizations, groups, businesses and individuals for special events. All reservations MUST be made IN PERSON and applicant must submit a detailed description of the event and layout at time that application is submitted in person. Rental and deposit fees are due at that time. Reservations must be made no later than 30 days in advance for special events.

Depending on the nature of your event you are responsible for arranging special event restrooms, electrical hook ups, and waste containers. You are responsible for the cleanup of the property. Electricity is limited on this property.

Events are subject to approval by the Main Street Program Director based on the nature of your event and the availability of the property.

Fee and deposit are due at the time reservation is made. Make check payable to City of Bastrop. There is a service charge on a returned check, as set by the District Attorney's office. Damage or maintenance as a result of the rental will be charged against the deposit. Refund will be mailed via check issued by City of Bastrop Finance Department within 30 days following date of rental (512) 332-8820.

05-24-2016

234

1302 Chestnut Street Fee Schedule

Half Day Events with less than 150 attendees:

Non-Profit or Government Community Events	\$100
Non-Profit or Government Private Events	\$150
Commercial Community Events	\$200
Commercial Private Events	\$250
Individual Private Events	\$300

Full -Day Events with less than 150 attendees:

Non-Profit or Government Community Events	\$100
Non-Profit or Government Private Events	\$150
Commercial Community Events	\$200
Commercial Private Events	\$250
Individual Private Events	\$300

DEPOSITS: \$300

- *Half Day Events are defined as events less than 4 hours.
- *Full Day Events are defined as events greater than 4 hours.
- *Private events are those not open to the public
- *City of Bastrop organized events are not subject to the above fee schedule.

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 18, 2016

MEETING DATE: May 24, 2016

1. Agenda Item: CONSIDERATION, DISCUSSION AND POSSIBLE ACTION ON THE BASTROP ARTS IN PUBLIC PLACES REQUEST FOR APPROVAL OF PROJECT.

2. Party Making Request: **Bastrop Art in Public Places Chair, Deborah Johnson**

3. Nature of Request: (Brief Overview) Attachments: Yes No

4. Policy Implication: _____

5. Budgeted: Yes No N/A
Bid Amount: _____ Budgeted Amount: _____
Under Budget: _____ Over Budget: _____
Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing:	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a)	_____	_____	_____	_____
b)	_____	_____	_____	_____
c)	_____	_____	_____	_____

8. Staff Recommendation:

9. Advisory Board: Approved Disapproved None

10. Manager's Recommendation: Approved Disapproved None

11. Motion Requested:



BASTROP CULTURE WALK CALL FOR CONCEPT DESIGN PROPOSALS
Bastrop Art in Public Places
City of Bastrop, Texas

Bastrop, Texas is a unique blend of old and new. Nestled on the banks of the Colorado River, in the heart of the Lost Pines region, the Bastrop historic district offers a delightful selection of shops, restaurants and inns. Nearby neighborhoods have over 100 historic homes, many beautifully restored. A Texas Main Street City since 2007, Bastrop was also named a Distinctive Destination in 2010 by the National Trust for Historic Preservation in recognition of the City's work to preserve its historic character, promote heritage tourism and extend its welcome. Bastrop is a designated Cultural Arts District by the Texas Art Commission.

The Bastrop Art in Public Places Board is soliciting concept design proposals for a 'Culture Walk' to be located in Bastrop (the "Project"). This highly visible and accessible multi-purpose public place will be a new addition to the ongoing public art projects that promote Bastrop as an art destination for the residents of Bastrop County and Central Texas, as well as, visitors to the area.

Project Intent – Design the Culture Walk

The Bastrop Art in Public Places, hereafter referred to as BAIPP, is interested in developing a multi-purpose public space/walking area that strengthens the connection between people and places they share. The public space/walking area will stimulate local economies and lead to increased innovation, cultural diversity and civic engagement.

Project Description

The Project is a public space that will be a "Culture Walk" which tells a story of the cultures, traditions, ethnic backgrounds and perspectives that represent the strength and resiliency of the Bastrop community. The Project will be both inspirational and contemplative to celebrate the smart, hardworking, strong and compassionate individuals who collectively represent an enduring human spirit of triumph over hardship - A place to – think, talk and dream.

Scope of Project Design

The Project's multi-purpose public space, which will be owned, operated and maintained by the City of Bastrop, will incorporate multiple facets that intersect to create a dynamic walking area recognizable by people involved in the community, as well as visitors new to the area, by experiencing a unique blend of old and new but everlasting themes. The complexity of this multi-purpose public space is best illustrated by the Venn diagram below.



Physical qualities:

- Natural elements (i.e., water, stone, topography, native plants)
- Forms (i.e., art, sculptures, statues, walls, fountains, walkways)
- Materials
- Colors
- Landscaping

Activities:

- Individual (i.e., reflection, meditation, solitude)
- Group (i.e., performance, educational, meeting, celebration)
- Interaction
- Play

Contextual environment – See Appendices A entitled “History” and C entitled “Content”:

- Cultural (i.e., tapestry of ethnic diversity)
- Historical
- Social (i.e., traditions, perspectives, norms, artistic influences)

- Trials and tribulations (i.e., natural disasters, hardships, vicissitudes)

Experience

- Increase visitor interest and tourism to the community of Bastrop (i.e., through visits by both local citizens and by individuals from remote destinations, as well.)
- Connect people to our community via artistic and experiential elements
- Create and celebrate a strong sense of place
- Produce a “wow” factor through state-of-the-art, highly creative and quality artwork
- Appreciate nature through the natural elements and topography of Bob Bryant Park

Essential Parameters

The Culture Walk is a public place that will not be occupied or overseen on a regular basis by on-site staff and, therefore, it must be designed to incorporate materials and design aspects that require only minimal upkeep with low-maintenance surfaces that include:

- Security features, will be determined by the city.
- Energy efficient lighting, for evening activities
-
- ADA accessibility
- Landscaping, using only xeriscaping or zero upkeep vegetation that does not require ongoing maintenance, mowing or watering, once established.
- Signage that introduces visitors to the Project and artwork and natural elements and plant life or provides any instruction that is necessary for a visitor
- The park is subject to flooding.

Site location is Bob Bryant Park

Judging and Disclaimers

All Concept Design Proposals submitted in response to this Call will be reviewed by a design concept selection panel comprised of a minimum of seven persons, including: (1) 2 members from BAIPP, (2) a member from the Bastrop City Council, (3) a Bastrop citizen juror, (4) a member from the Bastrop Public Works Department (due to the maintenance aspects of this project that will fall on the City), (5) a member of the Parks Board, and (6) a landscape professional.

The selected concept design submitter/artist(s) or Submitting team(s) will receive a \$2,000 stipend to be paid upon filing a W-9 with the City of Bastrop. The City of Bastrop and/or BAIPP reserves the right to cancel this Project and/or choose not to select from the design submissions received from this Call for Concept Designs, and/or reserves the right to select portions of several Concept Design Submissions as negotiated with the concept Design Submitter(s) or Submitting team(s). All submitted designs will become the property of Bastrop.

Eligibility and Submissions

1. Complete the Concept Design Submission Application form to submit a Concept Design to BAIPP in Response to this Call (Appendix D).
2. Submit a professional resume. Artists working collaboratively must submit a resume for each team member.
3. Submit a narrative of the Concept Design Proposal. In 1500 words or less explain the Concept Design for the public space Project, as detailed in this Call to Artists. This narrative should include the submitter's vision of how the physical qualities, activities and contextual environment will create an experience that is aligned with the stated goals and objectives of the Project, and reflect the noted criteria.
4. Submit a schematic drawing of a Design Concept to include images and placement of the physical components in the Project's public space. This image must be mounted on a board at least 20" x 30" in size. (Submissions smaller than this required size may be discarded as "non-compliant submissions" and thus, not judged, at the discretion of the judging panel.) Please note that the quality of and strict adherence to the specifications provided on the rendered representation submitted will influence the selection process.
5. Do not place name or signature on the front of the proposal but secure to the back of the proposal. This will be a blind jury process.

Deliver all required documents to the Art Connections Gallery at 908 Main Street in c/o BAIPP. For questions contact Deborah Johnson at 512- 657-4275.

Timeline:

- | | |
|-----------|-----------------------------|
| June 1 | Initiate Call |
| August 15 | Deadline to submit proposal |
| Sept. 1 | Announce design award |

Appendix A

History of Bastrop

Bastrop's historical roots run deep. The number of buildings listed in the National Register of historic Places has earned Bastrop the title "Most Historic Small Town in Texas". A rich harvest of classic Texas folklore and architecture exists today. It is nestled in the "Lost Pines" at the intersection of the Colorado River and the El Camino Real. It is at this intersection that the story begins. While communities are often shaped by the uniqueness of both the physical and cultural characteristics that attract its inhabitants, it will be the stories of adversities and opportunities that tell the tale of Bastrop.

The Lost Pines are an isolated cluster of Loblolly pines that are 100 miles away from their original habitat and remain a mystery as to their origin in this locale. These majestic giants are a stark contrast to the surrounding landscape and appear more imperial alongside the hard live oaks, the thorny cacti and the mesquite. The uninhibited, natural beauty creates in one's mind an appreciation for the wonders of nature. The main affection of this place lies not only in its beauty but also in its peacefulness. It is an isolated place where one can find time to think and attempt to grasp the wonders and creations of nature. You can forget about all the troubles in the world and concentrate on this raw beauty.

As early as the 17th century, the natural fords on the Colorado River served as the middle fork of the Camino Real from San Antonio to Nacogdoches. The Spanish planted a fort, Puesta del Colorado, here as early as 1805. Stephen F. Austin coursed through the fertile valley that spread below the piney hills – part of his "Little Colony"- in the 1820's. The presence of pines in this vicinity was so unusual that it was this that attracted Stephen F. Austin. On August 7, 1821, his party came to the Colorado River crossing and he described the surrounding land in his journal as "a gravelly ridge, and near the river, heavy pine timber." Near this stand of pine was founded the Mexican municipality of Mina, so named for Francisco Xavier Mina. In 1837, the name was changed to Bastrop to honor Baron Felipe Enrique de Bastrop who distinguished himself by influencing the Mexican government to grant land to Moses Austin for an Anglo-American settlement and in rendering aid to Stephen F. Austin in the venture that culminated in the establishment of the Republic of Texas. Three Bastropians signed the Texas Declaration of Independence, several died at the Alamo and the town evacuated and was destroyed during the "Runaway Scrape" when the army of Mexican dictator Santa Anna swept through Bastrop. Among its most colorful early citizens were Gen. Edward Burleson, the first person buried in the Texas State Cemetery, and Josiah Wilbarger, a pioneer who survived a harrowing American Indian attack.

It is important to note that the establishment of an Anglo-American settlement was an intrusion and threat to the Tonkawa and Comanche Indians that inhabited the region. Many years of unrest followed with many lives lost in what was reported as savage acts of survival as each side attempted to secure a foothold. This was an early sign of the perseverance of the citizens to survive the harsh challenges facing settlers moving west. This becomes a consistent theme as the town was destroyed during the Texas Revolution, then burned to the ground again in

1862 destroying almost every business along the two blocks of Main Street. The citizens again were challenged when in 1869; the highest flood in recorded history forced the evacuation of the whole town. Again in 1935 another flood was recorded and photographs captured the raging water at the level of the old iron bridge, now a pedestrian span called the "Spitting Bridge" for a customary activity indulged there. It has been flood, fire, flood, fire for the entire history of Bastrop.

The 1800's saw an evolution of industries as the settlement set to the task of becoming economically sustainable. Capitalizing on the natural resources found in the timber rich region the Bastrop Steam Mill Company began operation in 1838 and was followed by additional mills that supplied lumber to Austin, San Antonio, Houston and other settlements. The predominant means of making a living however was by agriculture. With the arrival of enslaved individuals in 1837, so did the cultivation of cotton. Although Bastrop was not a leader in cotton production it was a favored crop until the late 1880's. By 1850 the county had grown to over 2000 inhabitants of whom almost fifty percent were enslaved and over the next 10 years the population would triple with enslaved individuals making up almost a third of the total. Another 10 percent were foreign-born immigrants from Eastern European nations. Community efforts to organize religious, educational, and government entities sprung up as citizens exercised their civic muscles to make Bastrop a thriving community. Of note is the effort led by J.J. Hamilton a freed slave to build a school house for African Americans that served as a church and community center. It was an act of courage given the unsettled rest and tensions experienced during Reconstruction. At this time the foundation for Bastrop was being laid with the opening of the Bastrop Academy Military Institute, six denominational churches, a county courthouse and the Bastrop Opera House. With the arrival of the Texas Central Railroad and subsequently the Taylor, Bastrop and Houston Railroad, more towns sprang up and farmers benefitted from the freight outlet for their harvests of cotton and corn. By the turn of the century there would be over 26,000 residents representing a culturally diverse citizenry of Anglo, African, Mexican and German Americans. Working together with mutual respect these diverse leaders organized an election to create a public school system.

During the next century new economic opportunities with the discovery of oil, coal belts and clay deposits led to the diversification of new industries. A farm depression that began in 1920 forced changes in land use with a greater agricultural diversification and increased cattle production. World War II brought acceleration in cattle production and an economic upsurge when the army training facility Camp Swift was built. In addition, Camp Swift served as a Prisoner of War Camp and at its peak housed 4,800 prisoners. The prisoners farmed crops, repaired motors and practiced their trades such as metal workers, wood-workers and tile makers. However by the end of the war there was an economic decline as Camp Swift was phased out, the residents who left during the war did not return, the coal mines closed, and lumbering had exhausted the remaining commercial timber. It was the diversification of agricultural products such as sorghum, watermelons, peanuts and pecans and other cash crops along with an increase in beef-cattle raising that restored economic vitality. However, the population of Bastrop County continued to decline hitting a low in 1960 of less than 17,000.

By the late 1980's Bastrop population was on the rise again as growth in Austin influenced its surrounding neighbors. Bastrop reinvented itself and with an emphasis on historical preservation and the dedication of the Bastrop State Park a new tourist economy has evolved. Resiliency is an emerging theme for Bastropians. A Texas Main Street City since 2007, Bastrop was also named a Distinctive Destination in 2010 by the National Trust for Historic Preservation in recognition of the City's work to preserve its historic character, promote heritage tourism and extend its welcome. Bastrop has been named a designated Cultural Arts District by the Texas

Art Commission. Bastrop tradition brings annual celebrations such as Yesterfest, Homecoming & Rodeo (originated to welcome soldiers home from the war), Veteran's Day Car Show and holiday favorites such as the Historic Home Tour and Lighted Christmas Parade. It is a proud community that celebrates its unique heritage.

In 2011 Bastrop citizens experienced the most destructive wildfire in Texas history, the Bastrop County Complex fire. The fire raged through the county over the Labor Day weekend and well into September destroying 1,673 homes and inflicting an estimated \$325 million of insured property damage. The community came together opening up their homes to comfort and house those who had lost their homes. The Lost Pines Forest and Bastrop State Park were severely damaged. Annual plantings of saplings hope to restore the beauty lost and regenerate the forest. The bare and burned pines are still visible to those driving along Highway 71 and are a constant reminder of a community that suffered but is rebuilding. Tragically it was deja vu all over again In October of 2015 when the Hidden Pines Fire swept through southeast Bastrop County. Recovery efforts and community generosity went into high gear to support those affected by the fires.

These are the stories of survival, perseverance and resilience that weave the fabric of Bastrop.

Appendix B
Map and Survey of Site location

Includes:

Bob Bryant Park Aerial View Site
Bob Bryant Park Aerial View Photos
Bastrop Culture Walk Photo Views

BOB BRYAN PARK



May 11, 2016

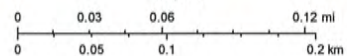
Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

- Parcels
- Abstracts
- Lot Lines

Project Site

Current developed area of Park to remain

1:2,500



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aergrid, IGN, IGP, swisstopo, and the GIS User Community

Bastrop County Appraisal District & BIS Consulting - www.bisconsultants.com
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

BOB BRYAN PARK

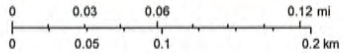


May 11, 2016

- Parcels
- Abstracts
- Lot Lines

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

1:2,500



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, GDMapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

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Basstrop County Appraisal District & BIS Consulting - www.bisconsultants.com

Appendix D
Photos



01



02



03



04



05



06



07



08



09



10



11



12



13



14



15



16



17



18



19



20



21



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23



24



25



26

Appendix C

Content

The written word serves as a powerful voice in quiet settings.

Walking gardens can be enhanced with quotes, poems, favorite sayings and local references.

If the character of a community can be reflected in words what is the story of Bastrop?

A collection of quotes will be displayed that reflect the spirit of Bastrop and may include the following concepts from a variety of sources or individuals:

Survival	Courage	Perseverance
Compassion	Ingenuity	Resilience
Grit	Diversity	Nature

For reference an excellent example can be found in the Anne Frank Human Rights Memorial.

A 180-foot Quote Wall takes you on a walk through history. The words of presidents and slaves, children and philosophers, poets and paupers, the famous and the unknown are inscribed side by side.

Photos of the quotes can be viewed at: <http://bit.ly/1W3mfn7> .

Here are examples of the type of quotes that are often used:

I have a dream that my four little children will one day live in a nation where they will not be judged by the color of their skin, but by the content of their character.
Martin Luther King, Jr.
1963 March on Washington Speech, "I Have a Dream"

We become not a melting pot but a beautiful mosaic. Different people, different beliefs, different yearnings, different hopes, different dreams.
Jimmy Carter
October 27, 1976, Speech given in Pittsburgh, PA

It is never too late to give up our prejudices.
Henry David Thoreau

Texas has a reverberating quality that other places don't have.
James Michener

Nor is it the habit of Texans to look back. We have tradition of looking forward.
Lyndon Johnson

Appendix D
Application

Name: _____

Address: _____

Email: _____

Phone: _____

I have read and agree to all conditions contained in this call for a Culture Walk Concept Design.

Signature

Date

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 17, 2016

MEETING DATE: May 24, 2016

1. Agenda Item: Approval of the FIRST READING of a Resolution of the City Council of Bastrop approving a project (AEI Technologies Project) using funds provided by the Bastrop Economic Development Corporation, in an amount exceeding \$10,000.

2. Party Making Request: Shawn Kirkpatrick, BEDC Executive Director

3. Nature of Request: (Brief Overview) Attachments: Yes No

At the May 16, 2016, meeting of the Bastrop Economic Development Corporation, the BEDC Board of Directors approved entering into an Economic Development Agreement with AEI Technologies, Inc., who is purchasing a minimum of 1.4 acres in the Bastrop Business and Industrial Park to build a minimum 3,000 square foot medical equipment manufacturing facility. The project will create primary jobs and therefore does not require a Public Hearing, as noted at the May 16, 2016, BEDC Board meeting. As part of the incentives agreement with the company, the BEDC will rebate 100% of the purchase price of the property upon certain milestones detailed in the agreement, in the total amount of \$56,185. In accordance with Section 505.158(b) of the Local Government Code, the City Council shall adopt a Resolution authorizing an expenditure by the BEDC of more than \$10,000, which Resolution shall be read by the City Council, on two separate occasions.

4. Policy Implication: _____

5. Budgeted: Yes No N/A
Bid Amount: _____ Budgeted Amount: _____
Under Budget: _____ Over Budget: _____
Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE

8. Staff Recommendation: Approval

9. Advisory Board: Approved Disapproved None

10. Manager's Recommendation: Approved Disapproved None

11. Action Taken: _____

RESOLUTION NO. R-2016-17

**A RESOLUTION OF THE CITY COUNCIL OF BASTROP, TEXAS,
APPROVING A PROJECT, USING FUNDS PROVIDED BY THE BASTROP
ECONOMIC DEVELOPMENT CORPORATION.**

WHEREAS, the Board of the Bastrop Economic Development Corporation ("BEDC") met on May 16, 2016, and took formal action to support and provide funds for various 4B projects; and

WHEREAS, Section 505.158(b) of the Local Government Code, a/k/a the Texas Economic Development Act, mandates that prior to the BEDC funding a project involving an expenditure by the BEDC of more than \$10,000, per project, the City Council shall adopt a Resolution authorizing the project, which Resolution shall be read by the City Council, on two separate occasions; and

WHEREAS, the City has reviewed the May 16, 2016, actions of the BEDC related to the project noted herein below, has considered and evaluated that project, and has found it meritorious of the Council's approval.

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

- (1) The City Council of the City of Bastrop, Texas, hereby approves the following project, which had been approved for funding by the BEDC:
 - a. To fund a project (the "AEI Technologies Project") in the Bastrop Business and Industrial Park in an amount not to exceed \$56,185, which will be rebated to the company as detailed in the Economic Development Agreement between the Bastrop Economic Development Corporation and AEI Technologies, Inc.
- (2) The City Manager is hereby authorized to convey a copy of this Resolution of approval, as appropriate.
- (3) That this Resolution shall take effect immediately from and after its passage, and is accordingly so resolved.

READ and ACKNOWLEDGED on First Reading on the 24th of May 2016.

READ and ADOPTED on Second Reading on the 14th day of June 2016.

APPROVED:

Ken Kesselus, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Jo-Christy Brown, City Attorney

**ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
THE BASTROP ECONOMIC DEVELOPMENT CORPORATION
AND
AEI TECHNOLOGIES, INC.**

This Economic Development Agreement (this "Agreement") is entered into by and between AEI Technologies, Inc., a Texas corporation, and its successors and assigns (the "Owner") and the Bastrop Economic Development Corporation, a public instrumentality and 4B non-profit industrial development corporation (the "BEDC"), which is incorporated under the State law set forth in the Local Government Code, Chapters 501.001, *et seq.*, and Chapter 505.001, *et seq.*, as amended. The Owner and the BEDC may be referred to jointly as the "Parties" and singularly as a "Party."

RECITALS

WHEREAS, BEDC is legally authorized to provide certain economic development incentives to the Owner in recognition of the economic benefits that will occur as a result of the Owner's development of a medical equipment manufacturing facility, identified by the BEDC to fall within NAICS number 334, which facility (the "Project") will be located on a tract of land situated in the Bastrop Business and Industrial Park ("Industrial Park").

WHEREAS, the BEDC desires to offer incentives to the Owner that will enable the Owner to develop the Project on Land, identified herein below, as a medical equipment manufacturing facility.

WHEREAS, the BEDC has determined that development of the property in the Industrial Park (the "Land"), as is more particularly described on Exhibit "A" (i.e., the Legal Description of Property), will contribute to the economic development of the City by generating property tax, sales tax revenue and by enhancing employment in the Bastrop community.

NOW, THEREFORE, in consideration of the mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the BEDC and the Owner agree as follows:

1.

AUTHORITY/CONSIDERATION

The BEDC's execution of this Agreement is authorized by Chapter 501 of the *Texas Local Government Code*, and constitutes a valid and binding obligation of the BEDC, subject to the condition precedent that Owner acquires the appropriate Land, obtains all necessary financing to develop the Project, completes development and improvements related to the Project, and fulfills all obligations and duties, as specified herein.

The Owner's execution and performance of this Agreement constitutes a valid and binding contractual obligation of Owner for the Owner to proceed with the Project. Owner acknowledges that BEDC is acting in reliance upon Owner's full and complete performance of its obligations under this Agreement in making its decision to commit substantial resources of the BEDC to Owner's Project.

2.

DEFINITIONS

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

2.1 "Act of Default or Default" means failure to timely, fully, and completely comply with one or more requirements, obligations, duties, terms, conditions or warranties, as stated in this Agreement. In certain circumstances, the BEDC, in its sole discretion, may accept substantial compliance in lieu of full compliance and may waive the act of default by the Owner, and vice versa. The Parties agree and acknowledge, however, that a single waiver does not waive any other/future defaults.

2.2 "Certificate of Occupancy" shall mean that final document issued by the City of Bastrop, Texas, entitled "Certificate of Occupancy," indicating that all applicable codes, regulations, and ordinances enforced by the City of Bastrop have been unconditionally, fully and completely complied with in all respects. A Certificate of Occupancy shall not include a certificate issued in error, mistake or upon a misrepresentation of facts, nor any temporary or "conditional" document, authorizing temporary or conditional occupancy.

2.3 "Incentive Payment(s)" means money paid by the BEDC to the Owner, rebating the appraised value of the Land paid by the Owner, less closing costs incurred by the BEDC (i.e., net proceeds to the BEDC), to incentivize Owner's development of the Project.

2.4 "City of Bastrop" or "City" means the governing municipal corporation that is legally authorized to control the area that is within the corporate limits of the City of Bastrop, and the area that is within the City's ETJ and/or Bastrop County, Texas, if within the City's jurisdictional control.

2.5 "Code" means the Bastrop Code of Ordinances in effect on the date the Project construction plans, permits, and related documents are approved by the City.

2.6 "Designated Successors and Assigns" shall mean (i) an entity to which Owner assigns (in writing) all or any portion of its rights and obligations contained in this Agreement; (ii) any entity which is the successor, by merger or otherwise, to all or substantially all of Owner's assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital; or (iii) any entity which may have acquired all of the outstanding stock or partnership interest of Owner.

2.7 "Effective Date" means the date upon which this Agreement has been signed by both Parties.

2.8 "Force Majeure" means any event in which any Party shall be delayed, hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, unavailability of any utility service, restrictive governmental laws or regulations, riots, insurrections, the act, the failure to act, or default of another Party or a material worsening of current conditions caused by acts of terrorism or war (whether or not declared), or severe weather occurring after the execution of this Agreement, which materially impairs the Party's ability to perform any act required under this Agreement.

2.9 "Construction Documents" shall mean construction plans approved by the City, related to construction of the Project.

2.10 "Owner" means AEI Technologies, Inc., and its successors and assigns.

2.11 "Project" means the development of the Land as a medical equipment manufacturing facility, under NAICS 334, for the purposes of enhancing employment in Bastrop and generating sales tax, within the Bastrop community. Details related to the Project are set forth in Exhibit "B" (i.e., the Project Description), attached hereto and incorporated herein for all purposes.

2.12 "Minimum Investment Amount" means the Owner's minimum investment for construction of the Project, including FF&E (Furniture, Fixtures, and Equipment).

2.13 "Operations" means that the Certificate of Occupancy has been obtained for the Facility, AEI Technologies has hired the number of full-time employees (FTEs) required to open and to maintain regular business hours, and continues to maintain a staffing level appropriate for the full-time operation of the Project as a medical equipment manufacturing facility, based on current economic conditions.

2.14 "Employment". Enhancing employment opportunities in Bastrop is the primary objective of the BEDC. Therefore, in order to qualify for the incentives offered by the BEDC, Owner will contractually commit to continuously employ the number of "fulltime"/"full-time equivalent" employees ("FTE") (i.e., one (1) FTE equals employee(s) working at least 1,820 hours/year). The Parties agree that the 'term' of the first 'Operational Year' will begin the day the permanent Certificate of Occupancy is issued by the City, and that each Operational Year, thereafter, will be a period of 365 days. Note: Owner's Employment Obligations will be measured by Operational Year and not by years congruent with the annual anniversary date of the Agreement.

3.

TERM

"Term" means the period of time this agreement shall be in effect, beginning on the Effective Date and terminating on the first to occur of:

- (a) Ten (10) years following receipt of the Certificate of Occupancy, or
- (b) Twelve (12) months after the Minimum Investment Amount is met and seven (7) FTEs are created, or
- (c) Upon termination or default as otherwise provided for herein.

4.

DESIGN CRITERIA/DEVELOPMENT STANDARDS/MAINTENANCE VARIANCES GRANTED FROM PROTECTIVE COVENANTS AND RESTRICTIONS

4.1 Owner agrees to comply with the Code in effect upon the Effective Date, as amended or supplemented by this Agreement, unless otherwise varied by the provisions noted and approved herein. Notwithstanding the foregoing, Owner, in its sole discretion, may choose to comply with any or all City rules, regulations, or Codes promulgated after the Effective Date of this Agreement.

4.2 It shall be the duty and responsibility of the Owner to ensure that the Land and the buildings and improvements located thereon are consistently maintained in good order and condition and state of repair in accordance with other medical equipment manufacturing facilities located in Central Texas, including, but not limited to, sweeping and removal of trash, litter and refuse, painting of structures and striping of parking areas, repair and replacement of paving as necessary, maintenance of landscaped areas, detention pond and on-site drainage improvements, removal and

maintenance of landscaped areas, detention pond and on-site drainage improvements, removal and proper disposal of any and all production wastes from the Land, clearing of waste from any on-site processes and debris from driveways and parking areas, and maintenance and repair of fencing, lighting fixtures and signs. The failure or refusal of Owner, at any time during the Term, to fulfill or perform any of the obligations contained in this Section 4.2 shall constitute an event of default under this Agreement if such failure or refusal shall continue without correction for a period of thirty (30) days from and after written notice from City and/or the BEDC to Owner; provided, however if due to the nature of said obligation, the same could not be reasonably fulfilled or performed within said thirty (30) day period exercising due diligence, an event of default shall not be deemed to have occurred if Owner has been continuously and diligently pursuing the fulfillment or performance of the obligation and shall thereafter continuously and diligently proceed therewith until completion. With respect to any event of default under this Section 4.2, the BEDC shall have, as its sole and exclusive remedy, the right, but not the obligation, after such notice and cure period to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the defaulting Owner. To effectuate any such cure, either the City or the BEDC shall have the right to enter upon the Land to perform any necessary work or furnish any necessary materials or services to cure the default of the defaulting Owner. In the event the City and/or the BEDC cures a default during the Term, the defaulting Owner shall reimburse City and/or the BEDC for all reasonable and out-of-pocket costs and expenses incurred in connection with the uncured condition and such curative action within thirty (30) days of receipt of demand, together with reasonable documentation supporting the costs incurred and/or expenditures made.

4.3 Variances to Restrictive Covenants and/or City Codes Granted by the City/BEDC to Owner:

a. Building Materials/Partial Use of Metal Siding on Front Façade – RC “C”

The Board grants to the Owner a variance that will allow the Owner to use a combination of stone or masonry wainscot and metal siding materials on the front façade of the building that faces Technology Drive. This variance will allow up to thirty-six inches (36”) of that front facing façade to be of stone or masonry wainscot, with the remaining portion to be comprised of metal, with the same combination of stone or masonry wainscot and metal continuing on the adjoining two sides of the building, for not less than twelve feet (12’) on each of the adjoining sides. The Board shall have final approval of the metal proposed to be used, and a sample of same shall be provided to the Board for its evaluation and approval prior to a final decision on its use on the structure. Failure to obtain pre-approval of the metal will negate this variance.

b. City Code Parking – RC “F”

The Project will include a minimum of ten (10) on-site parking spaces, one (1) of which will be compliant with the Americans with Disabilities Act (ADA). After issuance of Certificate of Occupancy, the Owner shall otherwise comply with the City of Bastrop’s Parking Codes and Regulations that are in effect as of the date the Owner submits its site development Plan to the City for approval.

5.

BEDC OBLIGATIONS

BEDC makes the following covenants and warranties to the City and to the Owner, and agrees to timely and fully perform the obligations and duties provided below. Any false or substantially misleading statement contained herein or failure to timely and fully perform as required in this Agreement shall be a material Act of Default by BEDC.

5.1 The BEDC will sell to the Owner the tract of land located in the Industrial Park that is a minimum of 1.4 acres in size, which is situated at the southeast corner of Lot 2, of the Replat of Lots 1 & 2, Reserve B of the Bastrop Business and Industrial Park, Phase 1 [as more fully defined in Exhibit "A"] [the "Land"]. It is agreed and understood that the BEDC shall, at its own expense, take all necessary action to have the Land that will be sold to the Owner appropriately re-platted through the City of Bastrop's Planning Department. The Owner shall have up to fourteen (14) days prior to the BEDC's submission of its request to replat the lot to the City of Bastrop's Planning Department, to either approve or provide the BEDC its written comments or objections, if any, concerning the proposed Land replat which action by BEDC will create the Land to be conveyed to the Owner by the BEDC. If for any reason the Owner does not approve or provide comment regarding the proposed replat within the 14 day period noted herein, then both Parties acknowledge and agree that this Agreement shall be automatically null and void, *ab initio*, with no further action or notice required to be taken by either Party, and with no penalty or claim available to or resulting from either Party.

5.2 The BEDC agrees it will sell the Land to the Owner for \$56,185.00, as determined by a 2016 independent third-party appraisal, obtained and paid for by the BEDC. ("Purchase Price") The Land shall be used by Owner solely for construction and operation of the Project, and for no other purpose(s).

5.3 The BEDC will place the Purchase Price, less all costs incurred by the BEDC on the sale (the "Incentive Funds"), in a designated incentive account at the time of closing the sale of the Land to Owner. These Incentive Funds will be rebated back to the Owner in the future, contingent upon the Owner's successful performance of the agreed upon "Incentive Milestones" set forth herein. [See Section 6.3, below, for the Incentive Milestones that will apply.]

5.4 The BEDC understands that the Owner must acquire the Land in a timely manner to allow the Owner adequate time to complete the Project and move the Owner's production facility prior to May 31, 2017. BEDC agrees to be prepared to close on the sale of the Land on or before August 31, 2016, or this Agreement may become null and void without penalty, at the Owner's discretion.

5.5 BEDC will rebate the Owner the Incentive Milestone amount due under this Agreement within thirty (30) days of receiving agreeable documentation from the Owner.

6.

OWNER'S COVENANTS, WARRANTIES, OBLIGATIONS AND DUTIES

Owner makes the following covenants and warranties to the City and to BEDC, and agrees to timely and fully perform the obligations and duties provided below. Any false or substantially misleading statement contained herein or failure to timely and fully perform as required in this Agreement shall be a material Act of Default by Owner.

6.1 **Owner's Employment Obligations.** Enhancing employment opportunities in Bastrop is a vital objective of the BEDC. Therefore, in order to qualify for the incentives offered by the BEDC, pursuant to the Agreement, the Owner contractually commits to continuously employ personnel in

Bastrop, as noted in Section 6.3 below, who will assist in operating the Project facility in the Industrial Park throughout the Term of this Agreement.

6.2 Owner's Construction Obligations. Owner shall construct a Facility on the Land with a minimum of 3,000 sq. ft., under which a minimum of 25% will be climate controlled, and such construction shall be completed and a final Certificate of Occupancy ("CO") shall be issued by the City for same not later than 18 months after the City's approval of the construction permit for the facility, but in no event shall construction be completed later than 24 months of the Effective Date of this Agreement, (i.e., Completion of Construction Date), except for delay caused by Force Majeure.

6.3 Incentive Milestones. The Incentive Milestones and related reimbursements by the BEDC will be as follows:

- 1) Upon: (i) Completion of Construction of the Project Facility in the Industrial Park, and (ii) issuance of the permanent CO by the City for the Facility, and (iii) the creation of four (4) Full-Time Employees [Initial FTEs] at the Owner's Bastrop location, the BEDC will rebate to the Owner 50% of the Incentive Funds upon receipt of a copy of the Facility's CO and documentation from the Owner acceptable to the BEDC confirming that four (4) Initial FTEs are present and employed at the Bastrop Facility. [The four Initial FTEs must be continuously employed at the Bastrop Facility for the Owner to remain eligible for any subsequent Incentive Milestone Payments.]

- 2) The BEDC will rebate to the Owner an additional one-third (1/3) of 50% of the Incentive Funds for each additional New FTE that the Owner creates and maintains on its employment rolls, after the first year of operation, but before the end of the Term of the Agreement, for up to three (3) additional New FTEs. [Note: If any of the additional New FTEs are not created by the Owner and/or they are not continuously maintained on the employment rolls of the Project, at any point during the Term of the Project (in addition to the original four Initial FTEs), then any unrebated portion of the second 50% incentive reimbursement shall not be forthcoming to the Owner and any applicable reimbursement provisions in this Agreement may be triggered and applied by the BEDC.]

MILESTONE	NEW EMPLOYEES (FTEs)	TOTAL FTEs	REBATE AMT
*Certificate of Occupancy	4	4	50% (\$28,000)
12 Consecutive Months	1	5	1/3 of 50% (\$9,333)
12 Consecutive Months	1	6	1/3 of 50% (\$9,333)
12 Consecutive Months	1	7	1/3 of 50% (\$9,333)

*The four (4) Initial FTEs must be maintained for twelve (12) consecutive months after the first rebate is issued (i.e., which will be upon receipt of CO), before the New FTEs are added and eligible for Rebate by the BEDC. Failure to continuously employ any Initial FTE at the Project, once hired by the Owner and rebate from the BEDC is paid to the Owner for same, shall trigger reimbursement of the paid Incentives Funds to BEDC as set forth in Section 8, below, entitled "Owner's Liability." Once employed, New FTEs must be continuously maintained for the full remaining Term of the Agreement. Failure to do so shall trigger reimbursement to the BEDC of the incentive paid for that New FTE, i.e., 1/3 of the 50%, per New FTE.

6.4 Purchase of Land. Owner shall acquire fee ownership of the Land and improvements that are located and constructed by the Owner on the Land. The Parties agree that the appraised value of the Land has been determined by a third-party appraisal obtained and paid for by the BEDC.

6.5 Minimum Investment Amount. After acquisition, Owner shall develop the Land and improvements thereon with a minimum investment of \$400,000.00, including FF&E, which work shall be completed on or before the end of 18 months following the City's approval of the building permit and within 24 months of the Effective Date of this Agreement, the Construction Completion Date. In the event the Owner fails to meet the required minimum investment amount, the incentive contemplated under Section 6.31 shall be prorated proportionally.

6.6 Owner is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during the Term of this Agreement.

6.7 The execution of this Agreement has been duly authorized by Owner's general partner(s), if any, and the individual signing this Agreement is empowered to execute such Agreement and bind the partnership, said authorization, signing and binding effect is not in contravention of any law, rule or regulation, or of the provisions of Owner's partnership agreement, or by-laws, or of any agreement or instrument to which Owner is a party or by which it may be bound, such authority to be evidenced by a partnership resolution, attached hereto at the time of execution.

6.8 No litigation or governmental proceeding is pending or, to the knowledge of Owner or Owner's officers, threatened against or affecting Owner that may result in any material adverse change in Owner's business, properties or operation. No consent, approval or authorization of or registration or declaration within any governmental authority is required in connection with the execution of this Agreement or the transactions contemplated hereby.

6.9 There are no bankruptcy proceedings or other proceedings currently pending or contemplated, and Owner has not been informed of any potential involuntary bankruptcy proceedings.

6.10 To its current, actual knowledge, Owner has acquired and maintained all necessary rights, licenses, permits and authority necessary to carry on its business in Bastrop, Texas, and will continue to use its best efforts to acquire and maintain all necessary rights, licenses, permits and authority.

6.11 Owner shall timely and fully comply with all of the terms and conditions of this Agreement.

6.12 Owner shall timely acquire and provide evidence of same to the BEDC, fiscal assurance instruments and/or performance bonds in a total amount required to cover all construction obligations related to the Project.

6.13 Owner shall diligently and faithfully, in good and workmanlike manner, pursue the completion of the Project, which shall be completed no later than the end of the 24th full calendar month following the Effective Date.

6.14 Owner shall purchase all public utility services required for the Project offered by the City for the Term of this Agreement.

7.

SUSPENSION OF PAYMENTS/CESSATION OF OPERATIONS

7.1 The BEDC, under the following circumstances, and at its sole discretion, may suspend its obligations under this Agreement and all future incentive payment obligations shall automatically cease upon any one of the following events, which are agreed by the Parties to be material Acts of Default:

- a. The appointment of a receiver of Owner, or of all or any substantial part of its Land, and the failure of such receiver to be discharged within sixty (60) days thereafter.
- b. The adjudication of Owner as bankrupt.
- c. The filing by Owner of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.
- d. Failure to complete construction of the Project on or before the end of the 24th month after the Effective date of this Agreement.
- e. Failure to create at least four (4) Initial FTEs at the Owner's Bastrop Facility location and/or a failure to continuously maintain these four (4) Initial FTE employees on the Owner's Bastrop Facility employment rolls for the Term of this Agreement.

7.2 Cessation of Operations/BEDC's Right to Reacquire the Land and the Facility. In the event that AEI Technologies ceases its operations at the Project Facility in the Industrial Park, then the Owner will have the opportunity to assign or sell its ownership rights to the Land and Facility or lease the Land and Facility to another party. However, if the sale or assignment is not completed within 24 months of AEI Technologies' cessation of operations, then the Owner will be contractually obligated to provide the BEDC the right to purchase the Land and the Facility (not to include any equipment or inventory) from the Owner at an amount equal to the then current Fair Market Value, as determined by an independent third party appraisal. Should BEDC decline to make the purchase within six (6) months of the Parties' receipt of the FMV appraisal, then the Owner will be free to market, sell or lease the Facility to another party of its choosing.

8.

OWNER'S LIABILITY

8.1 Should Owner fail to timely or substantially comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement (except as expressly provided for in Section 4.2 herein) such failure shall be an Act of Default by Owner and, if not cured and corrected within thirty (30) days after written notice to do so, BEDC may cease making any further economic payments pursuant to this Agreement.

8.2 In consideration of and precedent to the BEDC's grant of the economic incentives noted herein, Owner acknowledges and agrees that should Owner fail to make the improvements set forth herein, or if Owner ceases to operate the Project or hire and continuously employ four (4) Initial FTEs prior to the expiration of the Term of this Agreement, then the Owner shall be responsible for repayment of any and all economic incentive or reimbursements received from the BEDC, as of the time of the failure to perform. The Parties agree, however, that Owner's failure to continuously employ a New FTE, for the remaining Term of the Agreement, following hiring of that New FTE by

Owner, shall only require reimbursement of the incentive paid for that specific New FTE, not reimbursement of the total of all economic incentives received by the Owner from the BEDC.

8.3 Any delay for any amount of time by BEDC in providing notice of Default to Owner shall in no event be deemed or constitute a waiver of such Default by BEDC of any of their rights and remedies available in law or in equity.

8.4 Any waiver granted by BEDC to Owner of an Act of Default shall not be deemed or constitute a waiver of any other existing or future Act of Default by Owner or of a subsequent Act of Default of the same act or event by Owner.

9.

BEDC LIABILITY LIMITATIONS

Should the BEDC fail to timely or substantially comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failure shall be an Act of Default by BEDC and BEDC shall have ninety (90) days to cure and remove the Default upon receipt of written notice to do so from Owner. Upon curing the Default with said 90 days, BEDC will no longer be liable for the Default. Owner specifically agrees that BEDC shall only be liable to Owner for the work and the grants provided for herein, and shall not be liable to Owner for any alleged or actual consequential damages or other fees or costs, including but not limited to interest, attorney's fees, or court costs.

10.

LAND USE

10.1 The Parties agree that the Land shall be used in a manner that is compliant with uses consistent with medical equipment manufacturing facilities. The Parties agree that all site development standards and requirements for use of Land located within the City of Bastrop "Light Industrial" zoning classification (i.e., light manufacturing, assembling and fabrication, warehousing, etc.) shall apply to the Project and Facility located thereon unless specifically superseded by the standards and requirements of this Agreement.

11.

MISCELLANEOUS PROVISIONS

11.1 **Complete Agreement/Amendment.** This Agreement represents a complete agreement of the Parties and supersedes all prior written and oral matters related to this Agreement. This Agreement may be canceled, changed, modified or amended, in whole or in part, only by written agreement by the BEDC and Owner.

11.2 **Mutual Assistance/Good Faith.** The Parties agree to act in Good Faith and to do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist the other in carrying out such terms and provisions in order to put the other in the same condition contemplated by this Agreement, regardless of any changes in public policy, the law or taxes or assessments attributable to the Land.

11.3 **Representations and Warranties.** The Parties represent and warrant to one another that this Agreement is within their authority, and that they are duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction.

11.4 Attorney's Fees. If any legal action or proceeding is commenced between the BEDC and/or the Owner to enforce the provisions of this Agreement or to recover damages for its breach, the prevailing Party in the legal action will be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.

11.5 Binding Effect. This Agreement will be binding on and inure to the benefit of the Parties and their respective successors and assigns.

11.6 Termination. If the Owner elects not to proceed with the acquisition of the Land or the development of the Project, as contemplated by this Agreement, the Owner will notify the BEDC in writing, and this Agreement and the obligations of all Parties will be deemed terminated and of no further force or effect as of the date of such notice, except those that expressly survive the termination hereof, if any. In the event of Termination, the Owner shall be responsible for repayment of any economic incentive received from the BEDC which was paid prior to the time of the failure to perform plus all professional costs to the BEDC in preparing any agreements or documents related to the Project, if any, with the exception of those listed in Section 5 of this Agreement.

11.7 Notice. Any notice and/or statement required or permitted to be delivered shall be deemed delivered by actual delivery, by facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

Owner: AEI Technologies, Inc.
Attn: Phil Loeb
201 Hunters Crossing Blvd.
Suite 10-171
Bastrop, TX 78602

BEDC Bastrop Economic Development Corporation
Attn: Executive Director
301 Hwy 71 W., Ste. 214
Bastrop, Texas 78602
Phone: (512) 303-9700

All Parties may designate a different address at any time by giving Notice to the other Parties.

11.8 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any Party based on draftsmanship.

11.9 Relationship of the Parties. This Agreement will not be construed as establishing a partnership or joint venture, joint enterprise, express or implied agency, or employer-employee relationship between the Parties. Neither the BEDC, nor its past, present or future officers, elected officials, employees or agents, assume any responsibility or liability to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.

11.10 Applicable Law. This Agreement is made, and will be construed and interpreted, under the laws of the State of Texas and venue will lie in Bastrop County, Texas. No Party to this

Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, agents or representatives as a result of the approval or execution of this Agreement.

11.11 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected and it is also the intention of the Parties that, in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

11.12 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the paragraphs.

11.13 No Third Party Beneficiaries. This Agreement is not intended to nor shall it be interpreted to confer any rights, privileges or causes of action upon any third party.

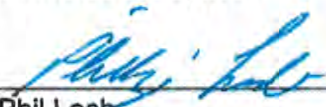
11.14 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. A facsimile signature will be deemed to be an original signature for all purposes.

11.15 Exhibits. All referenced Exhibits are incorporated into this Agreement for all purposes.

EXECUTED to be effective as of the 17 day of MAY, 2016.

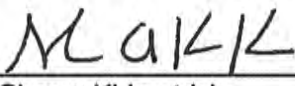
OWNER:

AEI TECHNOLOGIES, INC.

By: 
Name: Phil Loeb
Title: PRESIDENT

APPROVED BY BEDC:

BASTROP ECONOMIC DEVELOPMENT CORPORATION

By: 
Name: Shawn Kirkpatrick
Title: BEDC Executive Director

Approved As To Form:

Jo-Christy Brown, Attorney for BEDC

EXHIBIT "A"
Legal Description

Bastrop EDC will replat a minimum of 1.4 acres of the Southeast corner of Lot 2 of the Replat of Lots 1 & 2, Reserve B of the Bastrop Business and Industrial Park, Phase 1 as recorded in Cabinet 5, page 122-A of the Bastrop County Plat Records.

REPLAT OF LOTS 1 & 2, RESERVE B OF THE BASTROP BUSINESS AND INDUSTRIAL PARK, PHASE I

51212A

FINAL PLAT

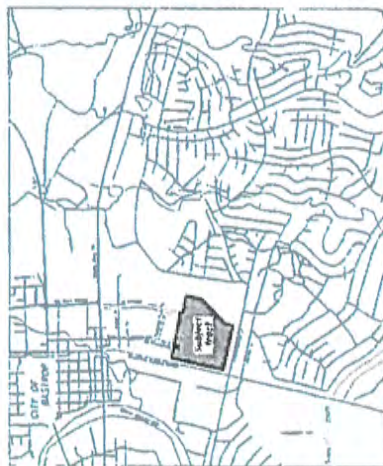
GENERAL NOTES:

1. THIS PLAT IS BASED UPON THE SURVEY OF THE CITY RECORDS OF THE CITY OF BASTROP, MISSOURI, VOLUME 21, PAGE 25, WHICH SHOWS THE LOTS 1 & 2, RESERVE B OF THE BASTROP BUSINESS AND INDUSTRIAL PARK, PHASE I, AS BEING 100 FEET WIDE AND 200 FEET DEEP.
2. THE TOTAL AREA OF THIS PLAT IS 20,000 SQUARE FEET, OR 0.454 ACRES.
3. THE PLAT IS SUBJECT TO ALL APPLICABLE STATE AND FEDERAL LAWS, ORDINANCES, AND REGULATIONS.
4. THE PLAT IS SUBJECT TO ALL APPLICABLE LOCAL ORDINANCES AND REGULATIONS.
5. THE PLAT IS SUBJECT TO ALL APPLICABLE EASEMENTS, ENCUMBRANCES, AND INTERESTS.
6. THE PLAT IS SUBJECT TO ALL APPLICABLE CONDITIONS AND RESTRICTIONS.
7. THE PLAT IS SUBJECT TO ALL APPLICABLE SPECIAL USE PERMITS.
8. THE PLAT IS SUBJECT TO ALL APPLICABLE ZONING REGULATIONS.
9. THE PLAT IS SUBJECT TO ALL APPLICABLE ENVIRONMENTAL REGULATIONS.
10. THE PLAT IS SUBJECT TO ALL APPLICABLE PUBLIC UTILITIES REGULATIONS.

REPLAT OF LOTS 1 & 2, RESERVE B OF THE BASTROP BUSINESS AND INDUSTRIAL PARK, PHASE I

GENERAL NOTES:

1. THIS PLAT IS BASED UPON THE SURVEY OF THE CITY RECORDS OF THE CITY OF BASTROP, MISSOURI, VOLUME 21, PAGE 25, WHICH SHOWS THE LOTS 1 & 2, RESERVE B OF THE BASTROP BUSINESS AND INDUSTRIAL PARK, PHASE I, AS BEING 100 FEET WIDE AND 200 FEET DEEP.
2. THE TOTAL AREA OF THIS PLAT IS 20,000 SQUARE FEET, OR 0.454 ACRES.
3. THE PLAT IS SUBJECT TO ALL APPLICABLE STATE AND FEDERAL LAWS, ORDINANCES, AND REGULATIONS.
4. THE PLAT IS SUBJECT TO ALL APPLICABLE LOCAL ORDINANCES AND REGULATIONS.
5. THE PLAT IS SUBJECT TO ALL APPLICABLE EASEMENTS, ENCUMBRANCES, AND INTERESTS.
6. THE PLAT IS SUBJECT TO ALL APPLICABLE CONDITIONS AND RESTRICTIONS.
7. THE PLAT IS SUBJECT TO ALL APPLICABLE SPECIAL USE PERMITS.
8. THE PLAT IS SUBJECT TO ALL APPLICABLE ZONING REGULATIONS.
9. THE PLAT IS SUBJECT TO ALL APPLICABLE ENVIRONMENTAL REGULATIONS.
10. THE PLAT IS SUBJECT TO ALL APPLICABLE PUBLIC UTILITIES REGULATIONS.



VICINITY MAP

PLAT SHOWING THE SURVEY AND SUBDIVISION OF A PORTION OF THE TRACT DESCRIBED WITHIN THE COMPLETE LIMITS OF THE SURVEY AS-TO, IN BASTROP COUNTY, TEXAS AND BEING THOSE SAME TRACTS DESCRIBED AS LOT 1, RESERVE AREA, TRACT 1, BASTROP COUNTY, TEXAS, VOLUME 21, PAGE 25, OF THE CITY RECORDS OF THE COUNTY OF BASTROP, TEXAS, AND LOT 2, BLOCK 1 OF BASTROP BUSINESS AND INDUSTRIAL PARK, PHASE I, RESERVE B, BASTROP COUNTY, TEXAS, AS BEING A PART OF THAT TRACT DESCRIBED AS LOTS 1 AND 2, BLOCK 1 OF BASTROP BUSINESS AND INDUSTRIAL PARK, PHASE I, RESERVE B, BASTROP COUNTY, TEXAS, VOLUME 21, PAGE 25, OF THE CITY RECORDS OF THE COUNTY OF BASTROP, TEXAS, AND BEING ALSO RECORDED IN VOLUME 781, PAGE 25, OF THE OFFICIAL RECORDS OF BASTROP COUNTY.

STATE OF MISSOURI
CITY OF BASTROP
 I, *[Signature]*, Mayor
 do hereby certify that the foregoing is a true and correct copy of the original plat as filed for record in the City Clerk's Office.

STATE OF MISSOURI
CITY OF BASTROP
 I, *[Signature]*, Mayor
 do hereby certify that the foregoing is a true and correct copy of the original plat as filed for record in the City Clerk's Office.

NOTARIAL PUBLIC
 I, *[Signature]*, Notary Public
 do hereby certify that the foregoing is a true and correct copy of the original plat as filed for record in the City Clerk's Office.



NOTARIAL PUBLIC
 I, *[Signature]*, Notary Public
 do hereby certify that the foregoing is a true and correct copy of the original plat as filed for record in the City Clerk's Office.

BASTROP BUSINESS & INDUSTRIAL PARK, PHASE I

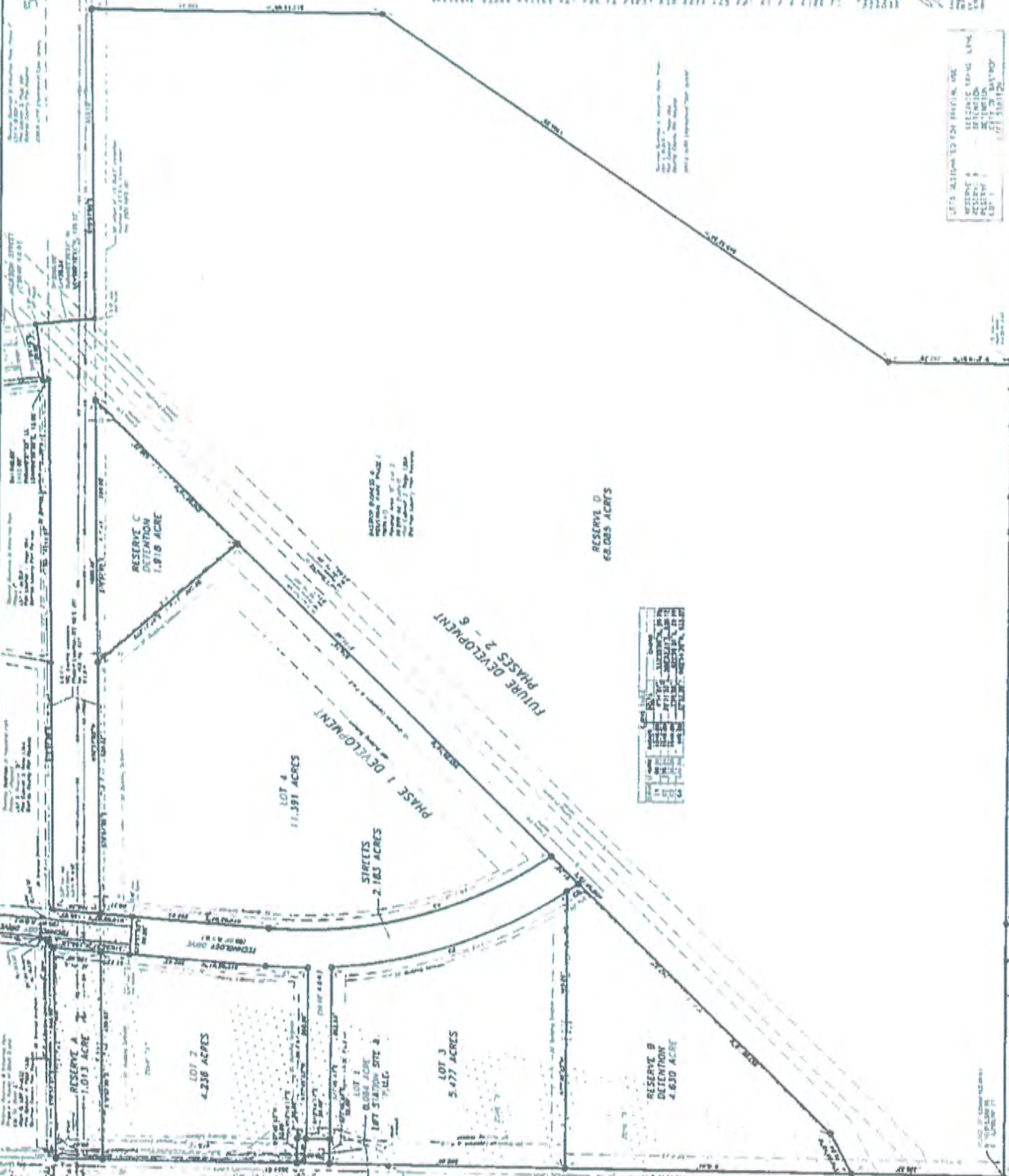
LOT	AREA (SQ. FT.)	AREA (ACRES)	OWNER
LOT 1	10,000	0.227	[Owner Name]
LOT 2	10,000	0.227	[Owner Name]
TOTAL	20,000	0.454	

STATE OF MISSOURI
 COUNTY OF BASTROP
 RECORDED IN VOLUME 781, PAGE 25, OF THE CITY RECORDS OF THE COUNTY OF BASTROP, MISSOURI.

5100-0
**REPLAT OF LOTS 1 & 2,
 RESERVE B OF THE BASTROP
 BUSINESS AND INDUSTRIAL
 PARK, PHASE 1
 FINAL PLAT**



- LEGEND**
- 1. 1.7' wide Right-of-Way (R.O.W.)
 - 2. 10' wide R.O.W.
 - 3. 15' wide R.O.W.
 - 4. 20' wide R.O.W.
 - 5. 25' wide R.O.W.
 - 6. 30' wide R.O.W.
 - 7. 35' wide R.O.W.
 - 8. 40' wide R.O.W.
 - 9. 45' wide R.O.W.
 - 10. 50' wide R.O.W.
 - 11. 55' wide R.O.W.
 - 12. 60' wide R.O.W.
 - 13. 65' wide R.O.W.
 - 14. 70' wide R.O.W.
 - 15. 75' wide R.O.W.
 - 16. 80' wide R.O.W.
 - 17. 85' wide R.O.W.
 - 18. 90' wide R.O.W.
 - 19. 95' wide R.O.W.
 - 20. 100' wide R.O.W.
- NOTES**
1. This plat is subject to the following conditions:
 2. The area shown as "RESERVE B" is to be used for industrial purposes only.
 3. The area shown as "RESERVE C" is to be used for industrial purposes only.
 4. The area shown as "RESERVE D" is to be used for industrial purposes only.
 5. The area shown as "RESERVE E" is to be used for industrial purposes only.
 6. The area shown as "RESERVE F" is to be used for industrial purposes only.
 7. The area shown as "RESERVE G" is to be used for industrial purposes only.
 8. The area shown as "RESERVE H" is to be used for industrial purposes only.
 9. The area shown as "RESERVE I" is to be used for industrial purposes only.
 10. The area shown as "RESERVE J" is to be used for industrial purposes only.
 11. The area shown as "RESERVE K" is to be used for industrial purposes only.
 12. The area shown as "RESERVE L" is to be used for industrial purposes only.
 13. The area shown as "RESERVE M" is to be used for industrial purposes only.
 14. The area shown as "RESERVE N" is to be used for industrial purposes only.
 15. The area shown as "RESERVE O" is to be used for industrial purposes only.
 16. The area shown as "RESERVE P" is to be used for industrial purposes only.
 17. The area shown as "RESERVE Q" is to be used for industrial purposes only.
 18. The area shown as "RESERVE R" is to be used for industrial purposes only.
 19. The area shown as "RESERVE S" is to be used for industrial purposes only.
 20. The area shown as "RESERVE T" is to be used for industrial purposes only.



INDUSTRIAL PARK, PHASE 1

BASTROP ECONOMIC DEV. COPIE

REPLAT LOTS 1 & 2 RESERVE B

DATE	10/10/11
BY	DAVID L. HARRIS
FOR	BASTROP ECONOMIC DEVELOPMENT COMPANY
PROJECT	INDUSTRIAL PARK, PHASE 1
LOT	1 & 2 RESERVE B
ACRES	11.391
OWNER	BASTROP ECONOMIC DEVELOPMENT COMPANY
APPLICANT	BASTROP ECONOMIC DEVELOPMENT COMPANY
PREPARED BY	DAVID L. HARRIS
DATE	10/10/11

[Signature]
 DAVID L. HARRIS
 SURVEYOR
 10/10/11

LET'S ATTORNEY JOHN HARRIS, INC.
 1015 N. 10TH ST.
 SUITE 100
 BASTROP, LA 70017
 (504) 833-1111

EXHIBIT "B"
Project Description

The Bastrop EDC, as part of the agreement with AEI Technologies, Inc., will replat and sell a minimum of 1.4 acres of property starting at the southeast corner of "Amended Plat of Lot 3, Reserve Area "B", and Lot 2 Block "C" of the Bastrop Business and Industrial Park, Phase 1 as recorded in Cabinet 5 page, 162-A of the Bastrop County Plat Records." AEI is planning to construct a minimum of 3,000 and up to 5,000 square foot facility to house its engineering, manufacturing and assembly operations for its medical equipment manufacturing, NAICS code 334510. To operate the facility, AEI will employ four full-time equivalents at the start of operations, anticipating growing to seven full-time equivalents during the term of the agreement.

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 19, 2016

MEETING DATE: May 24, 2016

1. Agenda Item: CONSIDERATION, DISCUSSION AND POSSIBLE ACTION CONCERNING THE APPROVAL OF A RESOLUTION OF THE CITY OF BASTROP, TEXAS APPROVING THE XS RANCH PUBLIC IMPROVEMENT DISTRICT PRELIMINARY SERVICE AND ASSESSMENT PLAN INCLUDING THE PROPOSED ASSESSMENT ROLL AND CALLING AND PROVIDING FOR THE NOTICE OF HEARING FOR LEVY OF ASSESSMENTS IN XS RANCH PUBLIC IMPROVEMENT DISTRICT.

2. Party Making Request: Michael H. Talbot

3. Nature of Request: (Brief Overview) Attachments: Yes X No _____
Attached is a "Resolution" for consideration by the City Council which will commence the process of implementing a "Public Improvement District" for Phase I of the XS Ranch Project. Please note that this Service & Assessment Plan" calls for a "Value to Lien Ratio" of 2 to 1. This value to lien ration is lower than the 3 to 1 lien ration that was previously discussed with the Council for the creation of a Public Improvements District at XS Ranch. I have a meeting with XS Ranch officials on Monday May 23, 2016 to discuss this lower value to lien ratio. I will provide the Council with my recommendation on this item at Tuesday night's City Council meeting.

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No N/A
Bid Amount: _____ Budgeted Amount: _____
Under Budget: _____ Over Budget: _____
Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE
a) _____
b) _____
c) _____

8. Staff Recommendation: _____

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

11. Proposed Motion: _____

RESOLUTION NO. R-2016 - 19

A RESOLUTION OF THE CITY OF BASTROP, TEXAS APPROVING THE XS RANCH PUBLIC IMPROVEMENT DISTRICT PRELIMINARY SERVICE AND ASSESSMENT PLAN INCLUDING THE PROPOSED ASSESSMENT ROLL AND CALLING AND PROVIDING FOR THE NOTICE OF HEARING FOR LEVY OF ASSESSMENTS IN XS RANCH PUBLIC IMPROVEMENT DISTRICT

WHEREAS, Chapter 372 of the Texas Local Government Code (“Act”) authorizes the creation of public improvement districts and to levy assessments against property within the district to pay the costs of public improvement projects that confer a special benefit on property within the district; and

WHEREAS, on August 11, 2015, the Bastrop City Council (“City Council”) authorized and created the XS Ranch Public Improvement District (“PID” or “District”) and

WHEREAS, Sections 372.013 and 372.014 of the Act provide that an advisory body, or another entity assigned the responsibility by the City Council in the absence of an advisory body, shall prepare a service plan, which plan must also include an assessment plan, and shall present such plan to the city for review and approval; and

WHEREAS, Section 372.016 of the Act provides that the City Council shall prepare a proposed assessment roll, stating the assessment against each parcel of land in the district, and requires that such roll be filed with the municipal secretary (“City Secretary”) of a city that has formed a PID (“City of Bastrop” or “City”); and

WHEREAS, the Act requires the county tax assessor-collector to publish notice of the City’s intention to consider the proposed assessments at a public hearing, and such notice must be published before the 10th day before the date of the hearing; and

WHEREAS, because the District is located in the extraterritorial jurisdiction (“ETJ”) of the City of Bastrop, and improvements will be undertaken in the City’s ETJ, the Act requires that notice of the hearing be published not only in a newspaper of general circulation in the City of Bastrop and but also a newspaper of general circulation in the part of the ETJ in which the District is located or the improvements to be undertaken; and

WHEREAS, the Act also requires the City Secretary to mail notice of the hearing to the owners of property liable for assessment;

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

Section 1. The City Council approves the Preliminary Service and Assessment Plan prepared by Development Planning & Financing Group, Inc., including the proposed assessment roll. The City Council directs the City Secretary to file the proposed assessment roll in the City’s records and to make the proposed assessment roll open to public inspection.

Section 2. Pursuant to the requirements of the Act, the City Council calls a public hearing for June 14, 2016, at 6:30 p.m. to consider the proposed assessments.

Section 3. The City staff is directed to create a notice of hearing stating the information required by the Act: the date, time, and place of the hearing; the general nature of the improvements; the cost of the improvements; the boundaries of the assessment district; and that written or oral objections will be considered at the hearing.

Section 4. The City staff is directed to have notice of the hearing published in a newspaper of general circulation in the City and in the City's ETJ before the 10th day before June 14, 2016.

Section 5. The City staff is directed to mail notice of the hearing to the property owners in the District before the 10th day before June 14, 2016.

PASSED, APPROVED, AND EFFECTIVE May 24, 2016.

Ken Kesselus, Mayor,
City of Bastrop, Texas

ATTEST:

Ann Franklin, City Secretary
City of Bastrop, Texas

[CITY SEAL]

APPROVED AS TO FORM:

J.C. Brown, City Attorney,
City of Bastrop, Texas



XS Ranch Public Improvement District

Service and Assessment Plan

5/18/16

SERVICE AND ASSESSMENT PLAN

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Section I

PLAN DESCRIPTION AND DEFINED TERMS

A. Introduction

On August 25, 2015, (the "**Creation Date**"), the City Council (the "**City Council**") of the City of Bastrop, Texas (the "**City**") approved Resolution No. R-2015-12, which authorized the creation of the XS Ranch Public Improvement District (the "**PID**") to finance the Actual Costs of the Authorized Improvements for the benefit of certain property in the PID, all of which is currently located within the extraterritorial jurisdiction of the City and will be annexed into the corporate limits of the City.

Chapter 372 of the Texas Local Government Code (as amended, the "**PID Act**"), governs the creation and operation of public improvement districts within the State of Texas. This Service and Assessment Plan (this "**SAP**") was prepared pursuant to the PID Act. The PID Act requires that a service plan "cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements." The PID Act also requires a service plan "be reviewed and updated annually for the purpose of determining the annual budget for improvements." The service plan for the PID is described in more detail in **Section V** herein.

The Assessment Rolls for the PID are attached hereto as **Appendix A** and **Appendix B**, and are addressed in **Section VII** of this SAP. The Special Assessments, as shown on the Assessment Rolls, are based on the method for establishing and levying the Special Assessments described in **Sections IV** and **VI** of this SAP.

B. Definitions

Capitalized terms shall have the meanings ascribed to them as follows:

"**Actual Cost(s)**" means, with respect to a Public Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Public Improvement as specified in a payment request in a form that has been reviewed and approved by the City. Actual Cost may include (a) the costs incurred for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Public Improvement, (b) the costs incurred in preparing the construction plans for such Public Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Public Improvement, (d) a construction management fee of 4.0% of the costs incurred for the construction of such Public Improvement if an Owner is serving as the construction manager but not the general contractor, (e) the costs incurred for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (property and franchise) related to such Public Improvement (f) all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and materialmen in connection with the acquisition,

construction or implementation of such Public Improvement, (g) all related permitting, zoning and public approval expenses, architectural, engineering, legal and consulting fees, financing charges, taxes, governmental fees and charges, insurance premiums, and miscellaneous expenses, and (h) all payments for Administrative Expenses.

“Administrative Expenses” means the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the PID and preparing the Assessment Rolls, (iii) computing, levying, collecting and transmitting the Special Assessments or the Annual Installments thereof, (iv) maintaining the record of Special Assessments, including payments, reallocations and/or cancellations of the Special Assessments or Annual Installments thereof, (v) issuing, paying, and redeeming the PID Bonds, (vi) investing or depositing the Special Assessments or other monies, (vii) complying with the PID Act with respect to the PID Bonds, (viii) paying the paying agent/registrar’s and trustee’s fees and expenses (including the fees and expenses of its legal counsel) related to the PID Bonds, and (ix) administering the construction of the Authorized Improvements.

“Administrator” means an employee of the City or third party designee of the City who shall have the responsibilities provided for herein, in an Indenture relating to PID Bonds or in any other agreement approved by the City Council.

“Annual Installment” means, with respect to the Assessed Property, each annual payment of: (i) the Special Assessment (including the principal of and interest on), as shown on the Assessment Rolls attached hereto as **Appendix A** or **Appendix B**, as applicable, or in an Annual Service Plan Update, and calculated as provided in **Section VI** of this SAP, (ii) Administrative Expenses, (iii) the portion of the interest on the Special Assessment designated for the Prepayment Reserve described in **Section IV** of this SAP, and (iv) the portion of the interest on the Special Assessment designated for the Delinquency Reserve described in **Section IV** of this SAP.

“Annual Service Plan Update” has the meaning set forth in **Section V** of this SAP.

“Assessed Property” or **“Assessed Properties”** means property on which Special Assessments have been levied as shown on the Assessment Rolls attached hereto as **Appendix A** or **Appendix B** (as each may be updated each year by the Annual Service Plan Update) and which includes any and all Parcels within the PID other than Non-Benefited Property.

“Assessment Ordinance” means each ordinance adopted by the City Council approving this SAP (or amendments or supplements to the SAP) and levying the Special Assessments.

“Assessment Roll” or “Assessment Rolls” means collectively or separately as applicable, the Major Improvement Area Assessment Roll and the Neighborhood Improvement Area Assessment Roll included in this SAP as **Appendix A** and **Appendix B**, respectively, as each may be updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

“Authorized Improvements” means improvements authorized by Section 372.003 of the PID Act including those listed in **Section III.A** of this SAP.

“City” means the City of Bastrop, Texas.

“City Council” means the duly elected governing body of the City.

“County” means Bastrop County, Texas.

“Delinquency Reserve” has the meaning set forth in **Section IV.K** of this SAP.

“Delinquent Collection Costs” means interest, penalties and expenses incurred or imposed with respect to any delinquent Special Assessment, or an Annual Installment thereof, in accordance with the PID Act which includes the costs related to pursuing collection of such delinquent Special Assessment, or an Annual Installment thereof, and the costs related to foreclosing the lien against the Assessed Property, including attorney’s fees.

“Development Agreement” means that certain "Development Agreement" by and between the City and the Owner and related to the Property entered into as of November 19, 2009, and any future amendments thereto.

“Future Neighborhood Improvement Areas” means those Neighborhood Improvement Areas to be defined and developed within the Major Improvement Area portion of the PID but which are not subject to development at this time.

“Future Neighborhood Improvement Area Bonds” means bonds issued to fund Future Neighborhood Improvement Area Improvements (or a portion thereof) in a Future Neighborhood Improvement Area that are secured by Special Assessments levied on Assessed Property within such Future Neighborhood Improvement Area. In connection with Future Neighborhood Improvement Area Bonds, Special Assessments related to such Future Neighborhood Improvement Area Bonds will be levied only on property located within the applicable Future Neighborhood Improvement Area to finance Authorized Improvements which will only benefit such Future Neighborhood Improvement Area.

“Future Neighborhood Improvement Area Improvements” means those Authorized Improvements which will confer a special benefit on the related Future Neighborhood Improvement Area.

“Indenture” means an indenture of trust, trust agreement, ordinance or similar document between the City and Trustee setting forth the terms and other provisions relating to a series of PID Bonds, as modified, amended, and/or supplemented from time to time.

“Lot” means (i) for any portion of the Property for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a “lot” in such subdivision plat, and (ii) for any portion of the Property for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat.

“Lot Type” means a classification of final building Lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, or other uses), as determined by the Administrator and confirmed by the City Council. In the case of single family residential Lots, the Lot Type shall be further defined by classifying the residential Lots based on the front footage of the Lot, as determined by the Administrator and confirmed by the City Council.

“Major Improvements” means the Authorized Improvements which benefit all Assessed Property within the PID and are described in **Section III.B.**

“Major Improvement Area” means the property within the PID not within Neighborhood Improvement Area #1, as generally shown on **Table II-B** and as specifically described in **Appendix C** and as depicted in **Appendix D.**

“Major Improvement Area Assessed Property” means, for any year, all Parcels within the Major Improvement Area other than Non-Benefited Property and listed in the Major Improvement Area Assessment Roll against which Special Assessments relating to the Major Improvements are levied.

“Major Improvement Area Assessment Roll” means the document included in this SAP as **Appendix A**, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of the Major Improvement Area Bonds or in connection with any Annual Service Plan Update.

“Major Improvement Area Bonds” means those certain City of Bastrop, Texas Special Assessment Revenue Bonds, Series 2016 (XS Ranch Public Improvement District Major Improvement Area Project) that are secured by Special Assessments levied on Major Improvement Area Assessed Property.

“Neighborhood Improvement Area” means one or more Parcels within the PID that are anticipated to be developed in the same general time period. The Parcels within a Neighborhood Improvement Area other than the Non-Benefited Property will be assessed in connection with the issuance of PID Bonds for the Authorized Improvements (or the portion thereof) designated in an update to the Assessment Plan that specially benefit the Assessed Property within said Neighborhood Improvement Area, but any Parcels outside of the Neighborhood Improvement Area will not be assessed.

“Neighborhood Improvement Area #1” means the property within the PID as depicted on the map on **Table II.B** consisting of approximately 292 acres within the PID and as specifically described in **Appendix C** and as depicted in **Appendix D**.

“Neighborhood Improvement Area Assessed Property” means, for any year, all Parcels within an Neighborhood Improvement Area other than Non-Benefited Property and listed in the applicable Neighborhood Improvement Area Assessment Roll against which Special Assessments relating to the Neighborhood Improvement Area Improvements are levied.

“Neighborhood Improvement Area #1 Assessment Roll” means the Assessment Roll covering Neighborhood Improvement Area #1 and included in this SAP as **Appendix B**, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

“Neighborhood Improvement Area #1 Bonds” means those certain City of Bastrop, Texas Special Assessment Revenue Bonds, Series 2016 (XS Ranch Public Improvement District Neighborhood Improvement Area #1 Project) that are secured by Special Assessments levied on the Neighborhood Improvement Area #1 Assessed Property.

“Neighborhood Improvement Area #1 Improvements” means those Authorized Improvements that confer a special benefit solely on Neighborhood Improvement Area #1 and are described in **Section III.C**; and, that are to be financed with Neighborhood Improvement Area #1 Bonds, and any future issuance of bonds secured by assessments levied in Neighborhood Improvement Area #1.

“Non-Benefited Property” means Parcels within the boundaries of the PID that accrue no special benefit from the Authorized Improvements as determined by City Council, which may include Public Property. Property identified as Non-Benefited Property at the time the Special Assessments (i) are levied or (ii) are reallocated pursuant to a subdivision of a Parcel is not assessed. Assessed Property converted to Non-Benefited Property, if the Special Assessments may not be reallocated pursuant to **Section VI.E** or **Section VI.F**, remains subject to the Special Assessments and requires the Special Assessments to be prepaid as provided for in **Section VI.F**.

“Owner” means XS Ranch Fund VI, L.P., a Texas limited partnership, or other entity affiliated with XS Ranch Fund VI, L.P.

“Owners Association” means a homeowner’s association or property owner’s association.

“Owners Association Special Assessment Allocation” means 1% of the total Special Assessment for a specific Parcel or Neighborhood Improvement Area that is allocated to cover the PID benefit received by the Owners Association from the Authorized Improvements benefitting the Owners Association Property.

“Owners Association Property” means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an easement, to an owners association established for the benefit of a group of homeowners or property owners within the PID.

“Parcel” means a property identified by either a tax map identification number assigned by the Bastrop County Appraisal District for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

“PID” means the XS Ranch Public Improvement District created by the City pursuant to Resolution No. R-2015-12 approved August 25, 2015.

“PID Act” means Chapter 372 of the Texas Local Government Code, as amended.

“PID Bonds” means the Major Improvement Area Bonds, the Neighborhood Improvement Area #1 Bonds, and any Future Neighborhood Improvement Area Bonds which may be issued to finance Authorized Improvements in the Major Improvement Area, Neighborhood Improvement Area, or in the Future Neighborhood Improvement Areas.

“PID Financing Agreement” means the “PID Financing Agreement – XS Ranch” between the City and the Owner related to the PID Bonds, dated as of _____, 2016, which provides, in part, the payment of costs of Authorized Improvements within the PID, the issuance of PID Bonds, the reimbursement of costs of the Authorized Improvements and other matters related thereto.

“Prepayment Costs” mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment allowed by applicable law, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of a Special Assessment and the PID Bonds secured by such Special Assessment.

“Prepayment Reserve” has the meaning set forth in **Section IV.J** of this SAP.

“Property” means the approximately 893 acres of property depicted and described by metes and bounds on Exhibit B to Resolution No. R-2015-12 as adopted by City Council on August 25, 2015 and is legally described in **Appendix C** to this SAP and is depicted in **Table II.A** of this SAP.

“Public Improvements” mean the Authorized Improvements designed, constructed, and installed in accordance with this SAP for which Special Assessments are levied against the Assessed Property that receives a special benefit from such improvement.

“Public Property” means real property, right-of-way and easements located within the boundaries of the PID owned by or irrevocably offered for dedication to the federal government, the State of Texas, the County, the City, a school district, a public utility provider or any other political subdivision or public agency, whether in fee simple, through an easement, or by plat.

“Residential Parcel” means a Parcel located within the PID which has been designated at the time of the adoption of the initial Neighborhood Improvement Area Assessment Roll and approval of this SAP for the future development of single family residential homes.

“SAP” means this XS Ranch Public Improvement District Service and Assessment Plan (as such plan is amended, supplemented or updated from time to time) approved by the City Council in the first Assessment Ordinance.

“Special Assessment” means the assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel created by such subdivision or reduction according to the provisions hereof and the PID Act.

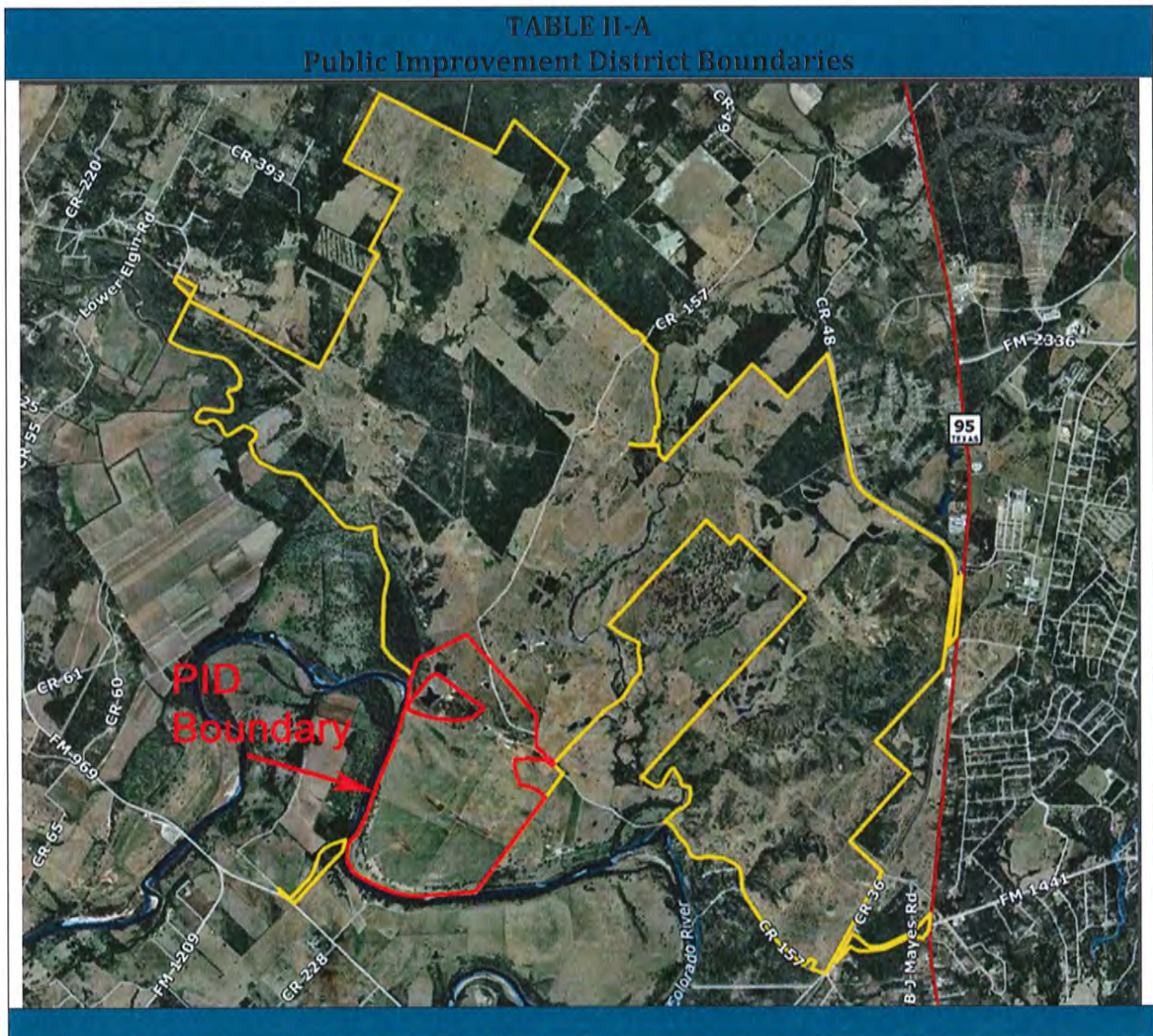
“Trustee” means the trustee as specified in an Indenture, and any successor thereto permitted under such Indenture.

Section II

PROPERTY INCLUDED IN THE PID

A. Property Included in the PID

The PID is comprised of the Property. The PID is located entirely within the City's extraterritorial jurisdiction; but, the Property may be annexed into the City's corporate limits as provided for in the Development Agreement. If the Property is annexed into the City's corporate limits, the City is obligated to concurrently assume all of the debts, liabilities, and obligations relating to the PID. The PID contains approximately 893 acres planned for a residential development as well as the associated rights-of-way, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. A map of the property within the PID is shown in Table II-A. Legal descriptions for all Parcels within the PID are included in **Appendix C**.



B. Property Located in the Major Improvement Area and Neighborhood Improvement Area #1

The Major Improvement Area consists of approximately 601 acres. Neighborhood Improvement Area #1 consists of approximately 292 acres projected to consist of 466 single family residential units, to be developed in one phase and which will be specially benefitted by the Authorized Improvements described in **Section III.C**.

A map of the Major Improvement Area and Neighborhood Improvement Area #1 is shown in **Table II-B**. Legal descriptions for all Parcels within the PID are included in **Appendix C**.



C. Property Included in Future Neighborhood Improvement Areas

As Future Neighborhood Improvement Areas are developed and in connection with the issuance of any Future Neighborhood Improvement Area Bonds, this SAP will be amended to revise the table shown in **Section II.B** above (e.g. **Table II-B** will be revised to show the addition of such Future Neighborhood Improvement Area).

A map of the projected property within each Future Neighborhood Improvement Area is shown in **Table II-C**. The Future Neighborhood Improvement Area are shown for illustrative purposes only and are subject to adjustment in the future.



Section III

DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. Authorized Improvement Overview

Section 372.003 of the PID Act identifies the public improvements that a City may choose to undertake with the establishment of a PID. The Authorized Improvements identified in the PID Act include:

- (i) landscaping;
- (ii) erection of fountains, distinctive lighting, and signs;
- (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
- (iv) construction or improvement of pedestrian mall;
- (v) acquisition and installment of pieces of art;
- (vi) acquisition, construction or improvement of libraries;
- (vii) acquisition, construction or improvement of off-street parking facilities;
- (viii) acquisition, construction or improvement of rerouting of mass transportation facilities;
- (ix) acquisition, construction or improvement of water, wastewater, or drainage facilities or improvements;
- (x) the establishment or improvement of parks;
- (xi) projects similar to those listed in Subdivisions (i)-(x)
- (xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
- (xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development recreation and cultural enhancement;
- (xiv) payment of expenses incurred in the establishment, administration and operation of the district; and
- (xv) development, rehabilitation, or expansion of affordable housing.

The City has determined that of the improvements authorized under the PID Act, it will undertake at this time only those Authorized Improvements more particularly described in **Section III.B**, **Section III.C** and **Section III.D**. Any change to the list of Authorized Improvements, including any Future Neighborhood Improvement Area Improvements as described in **Section III.D**, will require the approval of the City.

B. Descriptions and Costs of Major Improvements

The Major Improvements benefit the entire PID. However, the Major Improvement Area Assessed Property does not include Neighborhood Improvement Area #1 Assessed Property; therefore the Actual Costs of the Major Improvements are allocated proportionally between Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property. The Major Improvement Area Bonds will fund the Major Improvement Area's proportionate share of the costs of the Major Improvements; and, the Neighborhood Improvement Area #1 Bonds will fund both Neighborhood Improvement Area #1's proportionate share of the costs of the Major Improvements as well as the Neighborhood Improvement Area #1 Improvements. This cost allocation between the Major Improvement Area and Neighborhood Improvement Area is shown in more detail on **Table IV-A**.

The Major Improvements are described below. **Table III-A** shows the Actual Costs of the Major Improvements. The Actual Cost to construct the Major Improvements is \$22,621,520. The costs shown in **Table III-A** may be revised in Annual Service Plan Updates.

The Actual Costs for Major Improvements are to be funded from (i) the proceeds of the Major Improvement Area Bonds, (ii) a portion of the proceeds of the Neighborhood Improvement Area #1 Bonds, and (iii) from funds contributed by the Owner, all as described herein.

A description of the Major Improvements follows:

- *Offsite Wastewater Treatment Plant (WWTP)*

The proposed Wastewater Treatment Plant has been permitted by the Texas Commission on Environmental Quality ("TCEQ") TPDES Permit No. WQ0014946-001. The wastewater facilities will be constructed in three (3) phases, treating wastewater in the following quantities: 0.1 million gallons per day ("MGD"), 0.5 MGD, and 0.99 MGD; expansions will be constructed as dictated by demand.

The first phase facility will be a package type activated sludge plant using the extended aeration mode of treatment. Specific treatment components will include a grit chamber/bar screen at the headworks, an aeration basin, a clarifier, and a chlorine contact chamber.

The second phase will provide treatment up to 0.5 MGD using two (2) site-constructed 0.25 MGD circular-type activated sludge facilities utilizing the conventional complete mix aeration mode with nitrification. Once these second phase facilities are in operation, the first phase facilities will be essentially abandoned but may perhaps be used for additional waste sludge digestions and storage. These second phase facilities will include a new grit chamber/bar screen headworks, a splitter box, an aeration basin, a clarifier, and a chlorine contact chamber prior to discharge in a pipe and thence to the Colorado River.

The third phase facilities will provide treatment up to 0.99 MGD with the addition of a 0.49 MGD circular type activated sludge facility utilizing the conventional complete mix aeration mode with nitrification. The third phase 0.49 MGD facilities will include the installation of a second splitter box immediately upstream of the existing splitter box, but downstream of the existing grit chamber/bar screen headworks.

It is more likely, however, that a single splitter box capable of providing flow splitting to the third phase will be constructed in the second phase with $\frac{1}{4}$ and $\frac{1}{2}$ flow splits. The second phase bar screen is expected to be designed and constructed for the 0.99 MGD flow. The operation of the third phase facilities will be similar to the second phase facilities with the exception of size.

A certified operator or professional services company will operate and maintain the sewer system according to State/TCEQ standards.

Sludge disposal from the plant has been approved to be hauled off by a registered transporter to the City of Austin Walnut Creek Wastewater Treatment Facility where it will be digested, dewatered, and then disposed of with the bulk sludge from the plant accepting the sludge, which is then authorized to dispose of the sludge at a TCEQ authorized land application site or co-disposal landfill.

Effluent Limitations are 10 milligram per liter ("mg/l") CBOD₅, 15 mg/l TSS, 2 mg/l NH₃-N & 5.0 mg/l DO. The effluent shall contain a chlorine residual of 4.0 mg/l after detention time of at least 20 minutes based on peak flow.

- *WW TP Effluent Line (Phase 1 Only)*

The effluent line from the lift station is proposed as a 24-inch SDR 26 PVC gravity line (along with associated manholes) extending approximately 8,500 linear feet ("LF") from the wastewater treatment plant and discharging directly into the Colorado River about 500 LF downstream of the confluence of Wilbarger Creek. The 24-inch line is sized for ultimate build-out for the entire XS Ranch property with an estimated 10,500 Living Unit Equivalents ("LUEs"), which equates to approximately a 2.6 MGD Wastewater Treatment Plant Facility.

- *Offsite Waterline to Aqua Tie In*

A 24-inch waterline (class 250 Ductile Iron Pipe) will be extended approximately 30,500 LF from the Aqua point of delivery to the first phase of the development to the west side of XS Ranch Road/Riverhaven Boulevard. This 24-inch waterline will serve the first phase of the development with adequate pressure and fire flow. The water line improvements will generally follow Aqua Water Supply Corp, City of Bastrop, and TCEQ design criteria and will include air release valves, fire hydrants, 2-inch gate valves, a bore underneath the Union Pacific Railroad, a bore underneath Big Sandy Creek, and several locations with encasement pipe added for ease of maintenance in the future along with associated joint restraints, thrust blockings and appurtenances necessary for installation of this line. The line is designed to be a minimum of 48 inches deep from top of pipe or 36 inches from bottom of subgrade of any future roadways. This item will not be funded by the PID.

- *Road A Offsite (from FM 969 to Bridge)*

The roadway from FM 969 to the Colorado River Bridge (XS Ranch Road/Riverhaven Boulevard) is estimated at 2,700 LF with a right-of-way ("ROW") ranging in width from 120 feet to 195 feet. The standard roadway section is planned to include four 12-foot lanes, a median varying in width from 14 feet to 78 feet, a 6-foot sidewalk on the east side and bar ditches on both sides of the roadway. The median is proposed to include a 6-inch curb gutter and a 2-foot ribbon curb along the outside edges of the pavement. The standard roadway section is also planned to include a 6-inch Moisture Condition Subgrade ("MCS"), 10 inches of Crushed Limestone Base ("CLB"), one layer of triaxial geogrid, 2.5 inches of Type B asphalt and 2 inches of Type C asphalt with a design speed of 40 mph.

The first phase of this roadway is proposed with the two 12-foot lanes located on each side of the median. The roadway section begins with a full section at the FM 969 and XS Road/Riverhaven Boulevard intersection, then transitions to the two lane section.

The intersection improvements proposed on FM 969 will include a left turn lane from the west and a right turn from the east into the Property.

At the northern end of the roadway, the median gradually ends and the two lanes will come together as they transition into the Colorado River Bridge.

- *Colorado River Bridge (1/2 Section)*

The Colorado River Bridge is planned to be 30 feet wide and will accommodate two lanes of traffic via two 12-foot lanes, a 2-foot shoulder and a 1-foot area for a guard rail on each side with six (6) spans (135 feet each) for a total span of 810 feet over the Colorado River. The bridge construction will include an estimated 400 feet of 42-inch concrete drilled shaft piers, 840 feet of 54-inch concrete drilled shaft piers, approximately 2,600 square feet of concrete slab, 3,200 LF of pre-stressed concrete beams along with associated guardrails, mechanically stabilized earth ("MSE") retaining walls, and conduit for electric improvements and decorative lighting improvements.

The bridge is designed to support American Association of State Highway and Transportation Officials ("AASHTO") Highway Loading("HL")-93 highway traffic loading standards and resist wind loads up to 115 miles per hour and stream forces up to 9.4 feet per second. The low cord of the bridge is proposed to be five feet above the FEMA 100-year floodplain to allow for an adequate safety factor in case of a flood. This makes the driving surface of the bridge to be approximately 9.7 feet above the 100-year floodplain.

- *Road A within PID Boundary (1/2 Section)*

The roadway from the Colorado River Bridge (XS Ranch Road/Riverhaven Boulevard) is estimated to be 8,000 LF with a ROW varying in width from 120 feet to 350 feet. The standard roadway section is planned to include four 12-foot lanes, a median with widths varying from 14 feet to 350 feet, a 6-foot sidewalk on the east side and bar ditches on both sides of the roadway. The median is also planned to include a six-inch curb gutter and a two-foot ribbon curb along the outside edges. The roadway section is proposed with 6 inches of MCS, 12 inches of CLB, one layer of Triaxial Geogrid, 5.5 inches of Type A/B asphalt and 2.0 inches of Type C asphalt for a total thickness of 25.5 inches. However, the cross section width may be reduced three inches (reduction of CLB) when/if the subgrade plasticity index ("PI") is less than 20.

The first phase of the roadway is planned to include two 12-foot lanes located on each side of the median. The roadway section begins with a full section from the bridge through the traffic circle and then reduces to the first phase section described above. The roadway continues north with the section until near Sayers Road. At this location, the two-lane section transitions into the full section traffic circle where the two-lane section merges into Sayers Road, an existing substandard roadway that ultimately will have similar sections as XS Ranch Road/Riverhaven Boulevard.

- *Road G*

Road G (Sweetsong Boulevard) is planned to be an 80-foot ROW section with three 12-foot lanes (36 feet of pavement) for 7,000 LF, a 6-inch curb and gutter section and an 8-foot sidewalk on one side. The pavement section is proposed as six inch MCS, 15 inches of CLB, and 2.5 inches of Type C asphalt, for a total thickness of 23.5 inches. However, the cross section width may be reduced by five inches (reduction of CLB) when/if the subgrade PI is less than 20. The roadway is a loop road that intersects XS Ranch/Riverhaven Boulevard at two locations.

The roadway is classified as a neighborhood collector and provides for central access through the Phase 1 development. Associated water, wastewater, storm, and electric/telecommunication improvements will be constructed within the ROW or immediately adjacent.

- *Lift Station #1, Trunk Line, Force Main*

There are two main trunklines that will drain into the lift station, one coming from the west Trunkline A, and the other coming from the north Trunkline B, each of which will have 12-inch PVC SDR 26 pipes. All wastewater flows from the project will drain into one of these trunklines. Trunkline A will be the deeper of the two and is estimated to be constructed approximately 28 feet deep at the lift station. In order to service the entire project area, the slope of this line will be a minimum of 0.20%.

The trunk-lines decrease in size as they go upstream. Both trunklines will vary in size from 12 inches at the lift station to 8 inches when they enter the upstream sections.

The lift station is to be located in the Section 1 preliminary plan and is shown on the preliminary plan as a separate lot and block. This lift station's service area is estimated to be 400 acres with an estimated 1,657 LUEs, which equates to 1,229 single family dwellings, 550,000 square feet of commercial uses, two Amenity Centers, and a 750 student middle school.

The lift station is proposed to include a 28-foot deep influent line (40-foot deep wet well) which will service the entire development area. The deeper effluent line eliminated the need for a second lift station. The lift station will ultimately have two hydroneumatic pumps (size to be determined) with an ultimate forcemain size between 10 inches and 12 inches. The forcemain (SDR-21 Yelomine PVC) length is estimated to be approximately 9,000 LF in length and will be along the eastern property line to the wastewater treatment plant facility. The lift station will be equipped with odor control, a back-up generator in case of power failure, a control panel, and a jib crane for maintenance. It is not anticipated that the construction of the lift station will need to be phased.

The forcemain will discharge into the wastewater treatment plant's "Equalizer Tank," where its output will then be metered into the wastewater plant at an acceptable flowrate.

- *Mass Grading*

The development area along the Colorado River is extremely flat. As such, the optimal manner to develop the property and safely convey stormwater would be to construct linear lakes to safely convey stormwater through the Property. The mass grading project encompasses seven linear lakes ranging in size from 1 acre to 35 acres in area, for approximately 45 acres of lake area. The lakes are all planned to be constructed with depths ranging between 12 feet and 15 feet.

The lakes, when constructed, will be lined with a clay liner to avoid/minimize seepage. An extensive geotechnical analysis of the entire area consisting over 100 borings and associated test pits determined that there was an adequate amount of clay (in the proposed areas of the lakes) to install a 2-foot clay liner around each lake which is expected to limit the seepage rate to less than 0.2 inches per day, the maximum infiltration rate that could be supported with make-up water.

Because of the flat topography, a significant amount of fill will be needed to raise the development pods so they can safely drain stormwater through the subdivision directly to these lakes. These linear lakes will then also serve as the source of the fill material needed for the fill areas with the goal to balance the site through the various cut and fill activities.

To determine the excavation needed and the depths of the lakes, a mass balancing of the site was undertaken. After extensive soil analysis by geotechnical engineers, a compaction factor of 1.22 was utilized (i.e., for every cubic yard coming out of the ground, 1.22 cubic yards will be needed to compact it on site). Utilizing this factor and taking into account the cut/fill areas, there will need to be approximately 1,600,000 cubic yards of earthwork to balance the site and build it according to plan.

In order to ensure a balanced site, the contractor will be provided other locations to both obtain and place dirt .

- *Public Colorado River Trail*

The Colorado River Trail consists of approximately 10,890 LF of 10-foot wide concrete walk. This trail will be located within a 20-foot wide easement. Other appurtenances will include drainage culverts and swales, trail signage, and six benches that will be constructed separately from the Neighborhood Improvement Area #1 Public Improvements.

Table III-A	
Actual Costs of Authorized Improvements - Major Improvements	
Description	Authorized Improvements
Offsite Wastewater Treatment Plant (WWTP)	\$ 799,781
WWTP Effluent Line	\$ 531,038
Road A Offsite (from 969 to Bridge)	\$ 3,293,264
Colorado River Bridge (1/2 Section)	\$ 4,682,000
Road A within PID Boundary (1/2 Section)	\$ 1,096,872
Road G	\$ 1,592,715
Lift Station #1, Trunk Line, Force Main	\$ 3,050,391
Mass Grading	\$ 7,091,338
Public Colorado River Trail	\$ 484,123
Total Authorized Improvements	\$ 22,621,520
Note: Costs provided by RMD Development Partners, LLC. The figures shown in Table III-A may be revised in Annual Service Plan Updates. Some soft costs shown in Table III-A have been completed and will be reimbursed upon issuance of the Major Improvement Bond pursuant to the PID Financing Agreement.	

C. Descriptions and Costs of Neighborhood Improvement Area #1 Improvements

The Neighborhood Improvement Area #1 Improvements are described below. **Table III-B** shows the Actual Costs to construct the Neighborhood Improvement Area #1 Improvements is \$9,153,106 and are distinct from Neighborhood Improvement Area #1's allocable share of the Major Improvements described above in **Section III.B**. The proceeds of the Neighborhood Improvement Area #1 Bonds will only fund Authorized Improvements that benefit Neighborhood Improvement Area #1 and the portion of the Major Improvements allocable to Neighborhood Improvement Area #1. The Actual Costs shown in **Table III-B** may be revised through Annual Service Plan Updates.

The Actual Costs for Neighborhood Improvement Area #1 Improvements are to be funded both from the proceeds of the Neighborhood Improvement Area #1 Bonds as described herein, from funds contributed by the Owner, pursuant to the PID Reimbursement Agreement, and the issuance of any additional bonds secured by assessments levied within Neighborhood Improvement Area #1.

A description of the Neighborhood Improvement Area #1 Improvements follows:

- *Roadway Improvements*

Internal roadways for all of the sections are classified as local street cluster, all of which will have a 48-foot ROW with 28 feet of pavement with 6 inch curb & gutter, two 10-foot driving lanes, one 8-foot parking lane, and a 4-foot detached sidewalk on both sides.

Each roadway section will generally include 6 inches of MCS, 10 inches of CLB and 2 inches of Type C asphaltic concrete for a total thickness of 18.0 inches. However, the cross-section may be reduced by 2 inches via a reduction of CLB when/if the subgrade PI is less than 20.

- *Water Improvements*

Water improvements will consist primarily of 8-inch PVC C-900 waterlines with single and double services to the lots. Fire hydrants will be placed at approximately 300-foot intervals with all fire hydrants tying into the 8-inch waterline with 6-inch ductile iron leads. All associated tees and valves will be installed as necessary and designed to meet TCEQ and City of Bastrop design standards.

All waterlines will have a minimum of a 9-foot clearance (from outside of pipe) between a wastewater line and a minimum of 5 feet of clearance from other utilities. These items will not be funded by the PID.

- *Wastewater Improvements*

Wastewater improvements will consist primarily of 8-inch PVC SDR 26 wastewater lines with single and double services to the lots. Manholes will be provided at every bend and will be no more than 300 feet in distance from each other. These improvements will be designed to meet TCEQ and City of Bastrop design standards.

- *Drainage Improvements*

Drainage improvements will primarily consist of 5-foot or 10-foot street inlets and associated storm lines draining from each inlet to the proposed lakes mentioned earlier. The drainage improvements will be designed to meet the City of Bastrop standards. All storm sewer pipe will be Reinforced Concrete Pipe ("RCP") Class III except in those areas where adequate depth is not available. In those limited instances, Class IV pipe will be utilized.

The design standards for the City of Bastrop are designed to ensure that water remains within the inlets for a 25-year storm and that water is permitted to spread across the width of the ROW in the event of a 100-year storm.

Detention for the site is provided by the area lakes mentioned above for that portion of the flow that drains to the eastern portion of the property. The City requires that detention be provided for 5-year, 10-year, 25-year, and 100-year storm events. For the portion of the drainage that will flow directly to the Colorado River, no detention will be required.

- *Erosion Control*

Temporary erosion control will be provided throughout the entire site in stages and will be in place and monitored during construction. These temporary erosion control devices will consist of silt fences, rock berms, hay bales, and mulch socks; constructing sequencing methods (building lakes or drainage ponds first so as to have any runoff enter these ponds before exiting off the property) and as watering the site (dust control) during dry periods. Upon final completion of the improvements, all disturbed areas will be hydromulched or seeded or top soil provided with coastal Bermuda grass will be placed within disturbed areas.

A Stormwater Pollution Prevention Plan will be prepared to meet TCEQ requirements and will be provided to the contractor. TCEQ requires that on-site observations be performed every two weeks (in a non-rain event) or when there is 0.5 inch of rainfall within a 24 hour period. The observations must be performed by a qualified individual who must keep a log of all site visits. Prior to commencing construction, the contractor is required to complete and send out to the TCEQ a Notice of Intent which authorizes the contractor to begin construction within 72 hours of mailing the notice. Upon completion of the project and after all vegetation is grown, the contractor must file a Notice of Termination after which no more reporting or observations are required.

Table III-B	
Actual Costs of Authorized Improvements - Neighborhood Improvement Area #1	
Description	Authorized Improvements
Roadway Improvements	\$ 3,348,697
Wastewater Improvements	\$ 2,455,711
Drainage Improvements	\$ 2,790,581
Erosion Control	\$ 558,116
Total Authorized Improvements	\$ 9,153,106
Note: Costs provided by RMD Development Partners, LLC. The figures shown in Table III-B may be revised in Annual Service Plan Updates. Some soft costs shown in Table III-B have been completed and will be reimbursed upon issuance of the Neighborhood Improvement Area #1 Bond pursuant to the PID Financing Agreement.	

D. Future Neighborhood Improvement Area Improvements

As Future Neighborhood Improvement Areas are developed and Future Neighborhood Improvement Area Bonds are issued, this SAP will be amended to identify the specific Future Neighborhood Improvement Area Improvements that confer a special benefit to the property inside each Future Neighborhood Improvement Area (e.g., a **Table III-C** will be added to show the Actual Costs for the specific Future Neighborhood Improvement Area Improvements financed within the specific Future Neighborhood Improvement Area being developed.)

Section IV

ASSESSMENT PLAN

A. Introduction

The PID Act requires the City Council to apportion the cost of the Authorized Improvements based on the special benefits conferred to each Parcel from the Authorized Improvements. The PID Act provides that the Actual Costs may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the City Council may establish the methods of assessing the special benefits for various classes of improvements.

Table IV-A details the allocation of costs of the Major Improvements between the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property. **Table IV-B** details the allocation of costs of the Neighborhood Improvement Area Improvements between Neighborhood Improvement Area #1's share of the Major Improvements and the specific Neighborhood Improvement Area #1 Improvements.

This section of this SAP is intended to describe the special benefit conferred to each Parcel within the PID as a result of the Major Improvements and the Neighborhood Improvement Area #1 Improvements, to provide the basis and justification for the determination that this special benefit exceeds the amount of the Special Assessments, and to explain the methodologies by which the City Council allocates and reallocates the special benefit of the Major Improvements and Neighborhood Improvement Area #1 Improvements to Parcels or Lots so that there is an equal share of the Actual Cost being apportioned to Parcels or Lots similarly benefited. The determination by the City Council of the assessment methodology set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Owner and all future owners and developers of any Assessed Property.

The timetable for the development of Future Neighborhood Improvement Areas are difficult to establish at this time and, as such, the special benefit conferred by Future Neighborhood Improvement Area Improvements, if any, cannot be determined with absolute certainty. Accordingly, it is hereby understood and acknowledged by the City and the Owner that the Special Assessments associated with the Major Improvement Area Bonds and the Neighborhood Improvement Area #1 Bonds are the only Special Assessments that can be addressed with reasonable certainty in this SAP. As a result, this SAP will need to be amended, subject to City Council approval, if and when a Future Neighborhood Improvement Area is developed and Future Neighborhood Improvement Area Bonds, if any, are issued.

B. Special Benefit

The Assessed Property must receive a direct and special benefit from the Authorized Improvements, which must be equal to or greater than the amount of the Special Assessments. The Major Improvements are provided for the benefit of the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property; and, the Neighborhood Improvement Area #1 Improvements are provided solely for the benefit of the Neighborhood Improvement Area #1 Assessed Property.

When the City Council approved this SAP, the Owner owned 100% of the Major Improvement Area Assessed Property and Neighborhood Improvement Area #1 Assessed Property. The Owner has acknowledged that the Major Improvements and Neighborhood Improvement Area #1 Improvements confer a special benefit on the Assessed Property and consented to the imposition of the Special Assessments to pay for the Actual Costs associated therewith. The Owner has ratified, confirmed, accepted, agreed to and approved: (i) the determinations and findings by the City Council as to the special benefits described herein and the Assessment Ordinance; (ii) this SAP and the Assessment Ordinance, and (iii) the levying of Special Assessments on the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property.

The City Council determined that funding the Actual Costs for the Major Improvements and the Neighborhood Improvement Area #1 Improvements through the PID is beneficial to the City. Accordingly, the Major Improvements and the Neighborhood Improvement Area #1 Improvements confer a special benefit to the Assessed Property, and such special benefit exceeds the amount of the Special Assessment levied on the Major Improvement Area Assessed Property and the Neighborhood Improvement Area Assessed Property. This conclusion is supported by the evidence, information, and testimony provided to the City Council.

C. Allocation of Costs of Major Improvements

The Major Improvements will provide a special benefit to the Property, other than the Non-Benefited Property, in the Major Improvement Area and in the Neighborhood Improvement Area #1. The Actual Costs of the Major Improvements, are, therefore, allocated to the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property, as shown in **Table IV-A**. The Actual Costs detailed in **Table IV-A** are subject to revision through the Annual Service Plan Updates, but may not result in increased Special Assessments except as authorized under this SAP or the PID Act.

Table IV-A Major Improvements Cost Allocation - Major Improvement Costs Major Improvement Area & Neighborhood Improvement Area #1					
Authorized Improvement	Total Cost (a) (b)	MIA Major Improvements		NIA #1 Major Improvements	
		% Allocation	Share of Costs	% Allocation	Share of Costs
Offsite Wastewater Treatment Plant (WWTP)	\$ 799,781	71%	\$ 564,521	29%	\$ 235,259
WWTP Effluent Line	531,038	0%	-	100%	531,038
Road A Offsite (from 969 to Bridge)	3,293,264	71%	2,324,534	29%	968,730
Colorado River Bridge (1/2 Section)	4,682,000	71%	3,304,767	29%	1,377,233
Road A within PID Boundary (1/2 Section)	1,096,872	71%	774,222	29%	322,650
Road G	1,592,715	71%	1,124,210	29%	468,505
Lift Station #1, Trunk Line, Force Main	3,050,391	71%	2,153,103	29%	897,287
Mass Grading	7,091,338	71%	5,005,386	29%	2,085,951
Public Colorado River Trail	484,123	71%	341,716	29%	142,407
Total Authorized Improvements	\$ 22,621,520		\$ 15,592,460		\$ 7,029,060

(a) See Table III-A for details.

D. Allocation of Costs of Neighborhood Improvement Area Improvements

The Neighborhood Improvement Area #1 Improvements will provide a special benefit only to the property, other than the Non-Benefited Property, in Neighborhood Improvement Area #1. The Actual Costs of the Neighborhood Improvement Area #1 Improvements are, therefore, allocated entirely to Neighborhood Improvement Area #1 Assessed Property, as shown in **Table IV-B**. The Actual Costs detailed in **Table IV-B** are subject to revision through the Annual Service Plan Updates, but may not result in increased Special Assessments except as authorized under this SAP and the PID Act.

Table IV-B Neighborhood Improvement Area #1 Cost Allocation of Neighborhood Improvement Area #1 Improvements					
Authorized Improvement	Total Cost (a) (b)	NIA #1 Major Improvements		NIA #1 Onsite Improvements	
		% Allocation	Share of Costs	% Allocation	Share of Costs
Offsite Wastewater Treatment Plant (WWTP)	\$ 235,259	100%	\$ 235,259	0%	\$ -
WWTP Effluent Line	531,038	100%	531,038	0%	-
Road A Offsite (from 969 to Bridge)	968,730	100%	968,730	0%	-
Colorado River Bridge (1/2 Section)	1,377,233	100%	1,377,233	0%	-
Road A within PID Boundary (1/2 Section)	322,650	100%	322,650	0%	-
Road G	468,505	100%	468,505	0%	-
Lift Station #1, Trunk Line, Force Main	897,287	100%	897,287	0%	-
Mass Grading	2,085,951	100%	2,085,951	0%	-
Public Colorado River Trail	142,407	100%	142,407	0%	-
Roadway Improvements	3,348,697	0%	-	100%	3,348,697
Wastewater Improvements	2,455,711	0%	-	100%	2,455,711
Drainage Improvements	2,790,581	0%	-	100%	2,790,581
Erosion Control	558,116	0%	-	100%	558,116
Total Authorized Improvements	\$ 16,182,166		\$ 7,029,060		\$ 9,153,106

(a) See Table III-B for details.

E. Allocation of Costs of Future Improvement Area Improvements

As Future Neighborhood Improvement Areas are developed and Future Neighborhood Improvement Area Bonds are issued, this SAP will be amended to identify the specific Future Neighborhood Improvement Area Improvements that confer a special benefit to the property inside such Future Neighborhood Improvement Areas (e.g., **Table IV-E** will be created and amended to show the allocation of Actual Costs for Future Neighborhood Improvement Area Improvements.)

F. Special Assessment Methodology

The City Council may assess Actual Costs against Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the amount of the Special Assessments. The Actual Costs may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

- *Assessment Methodology for Major Improvement Area*

For purpose of this SAP, the City Council has determined that the Actual Costs of the portion of the Major Improvements to be financed with the Major Improvement Area Bonds shall be allocated to the Major Improvement Area Assessed Property by spreading the entire Special Assessment for the Major Improvement Area across all Parcels and Lots within the Major Improvement Area based on the ratio of the estimated build out value of each Lot or Parcel to the total build out value for all Parcels within the Major Improvement Area. **Table IV-C** summarizes the allocation of the Special Assessments, including the Owners Association Assessment Allocation, relating to the Major Improvement Area Bonds for the Assessed Property within the Major Improvement Area.

Based on the Actuals Costs provided by the Owner for the Authorized Improvements, the City Council has determined that the benefit to the Assessed Property from the Authorized Improvements is at least equal to the Special Assessments levied on the Assessed Property.

The Special Assessments and Annual Installments for each Parcel or Lot located in the Major Improvement Area is shown on the Assessment Roll, attached as **Appendix A**, and no Special Assessment shall be changed except as authorized by this SAP and the PID Act. **Table IV-C** summarizes the initial allocation of the Special Assessment relating to the Major Improvement Area Bonds for the Major Improvement Area Assessed Property at the time the Assessment Ordinance relating to the Major Improvement Area Bonds was adopted by the City Council. This SAP will be modified as appropriate based on the actual amount of Major Improvement Area Bonds that are sold.

**Table IV-C
Assessment Allocation - Major Improvement Bond**

Lot Type (a)	# of Lots (a)	Estimated Buildout AV	% of Total	Total		Annual Total Installment (b)	Total Assessment per Lot	Annual Installment per Lot
				Assessment (a)				
45'	113	11,475,000	6.1%	\$ 304,075	\$ 25,020	\$ 2,691	\$ 221	
50'	270	30,000,000	16.1%	\$ 794,968	\$ 65,412	\$ 2,944	\$ 242	
60'	130	6,900,000	3.7%	\$ 182,843	\$ 15,045	\$ 1,406	\$ 116	
70'	45	15,750,000	8.4%	\$ 417,358	\$ 34,341	\$ 9,275	\$ 763	
80'	27	10,800,000	5.8%	\$ 286,188	\$ 23,548	\$ 10,600	\$ 872	
110'	90	42,900,000	23.0%	\$ 1,136,804	\$ 93,539	\$ 12,631	\$ 1,039	
50' Club Cottage	73	18,250,000	9.8%	\$ 483,605	\$ 39,792	\$ 6,625	\$ 545	
45' Active Adult	61	13,725,000	7.3%	\$ 363,698	\$ 29,926	\$ 5,962	\$ 491	
50' Active Adult	122	30,500,000	16.3%	\$ 808,217	\$ 66,502	\$ 6,625	\$ 545	
65' Active Adult	20	6,500,000	3.5%	\$ 172,243	\$ 14,173	\$ 8,612	\$ 709	
Subtotal	951	186,800,000	100.0%	\$ 4,950,000	\$ 407,300			
Owners Association	-	-		\$ 50,000	\$ 4,114			
Total	951	\$ 186,800,000	100.0%	\$ 5,000,000	\$ 411,414			

(a) Estimates show the principal amounts of each assessment and are based on information available as of x/xx/2016, the date the original SAP was adopted by the City Council. Although the actual unit counts and buildout values may vary from the estimates shown above, the initial assessment allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Act, and any other documents associated with the Major Improvement Bond.

(b) Annual Total Installment is for first full year after use of capitalized interest.

- *Assessment Methodology for Neighborhood Improvement Area #1*

For purpose of this SAP, the City Council has determined that the Actual Costs of the portion of the Major Improvement Area Authorized Improvements allocated to Neighborhood Improvement Area #1 and the Neighborhood Improvement Area #1 Improvements to be financed with the Neighborhood Improvement Area #1 Bonds shall be allocated to the Neighborhood Improvement Area #1 Assessed Property by spreading the entire Special Assessment for Neighborhood Improvement Area #1 across all Parcels or Lots within the Neighborhood Improvement Area #1 based on the ratio of the estimated build out value of each Parcel or Lot within Neighborhood Improvement Area #1 to the total build out value for the Neighborhood Improvement Area #1. **Table IV-D** summarizes the allocation of the Special Assessments, including the Owners Association Special Assessment Allocation, relating to PID Bonds for the Neighborhood Area #1 Assessed Property.

Based on the Actual Costs provided by the Owner for the Neighborhood Area #1 Improvements, the City Council has determined that the benefit to the Neighborhood Area #1 Assessed Property from the Neighborhood Area #1 Authorized Improvements and allocated share of the Major Improvements is at least equal to the Special Assessments levied on the Neighborhood Improvement Area #1 Assessed Property.

The Special Assessments and Annual Installments for each Parcel or Lot located in Neighborhood Improvement Area #1 are shown on the Assessment Roll, attached as **Appendix B**, and no Special Assessment shall be changed except as authorized by this SAP and the PID Act. **Table IV-D** summarizes the initial allocation of the Special Assessment relating to the Neighborhood Improvement Area #1 Bonds for the Neighborhood Improvement Area #1 Assessed Property at the time the Assessment Ordinance relating to the Neighborhood Improvement Area #1 Bonds was adopted by the City Council. This SAP will be modified as appropriate based on the actual amount of Neighborhood Improvement Area #1 Bonds that are sold.

Lot Type (a)	# of Lots (a)	Estimated Buildout AV	% of Total	Total Assessment (a)	Annual Total Installment (b)	Total Assessment per Lot	Annual Installment per Lot
45'	67	13,138,788	11.4%	\$ 1,352,396	\$ 109,144	\$ 20,185	\$ 1,629
50'	115	25,057,389	21.7%	\$ 2,579,196	\$ 208,152	\$ 22,428	\$ 1,810
60'	138	36,082,641	31.3%	\$ 3,714,042	\$ 299,739	\$ 26,913	\$ 2,172
70'	23	7,016,069	6.1%	\$ 722,175	\$ 58,283	\$ 31,399	\$ 2,534
80'	3	1,045,874	0.9%	\$ 107,653	\$ 8,688	\$ 35,884	\$ 2,896
110'	10	4,793,588	4.2%	\$ 493,411	\$ 39,820	\$ 49,341	\$ 3,982
50' Active Adult	44	9,587,175	8.3%	\$ 986,823	\$ 79,641	\$ 22,428	\$ 1,810
65' Active Adult	66	18,694,991	16.2%	\$ 1,924,304	\$ 155,299	\$ 29,156	\$ 2,353
Subtotal	466	115,416,515	100.0%	\$ 11,880,000	\$ 958,766		
Owners Association	-	-		\$ 120,000	\$ 9,685		
Total	466	\$ 115,416,515	100.0%	\$ 12,000,000	\$ 968,450		

(a) Estimates show the principal amounts of each assessment and are based on information available as of x/xx/2016, the date the original SAP was adopted by the City Council. Although the actual unit counts and buildout values may vary from the estimates shown above, the initial assessment allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Act, and any other documents associated with the Neighborhood Improvement Area #1 Bonds.

(b) Annual Total Installment is for first full year after use of capitalized interest.

- *Assessment Methodology for Future Improvement Areas*

When and if the Future Neighborhood Improvement Areas are developed and the issuance of Future Neighborhood Improvement Area Bonds are contemplated, this SAP will be amended to determine the assessment methodology necessary to apply equal shares of the Actual Costs of Future Neighborhood Improvement Area Improvements on Assessed Property similarly benefited within that Future Neighborhood Improvement Area.

G. Special Assessment and Annual Installments

The Special Assessments for the Major Improvement Area Bonds and the Neighborhood Improvement Area Bonds will be levied on each Parcel or Lot according to the Major Improvement Area Assessment Roll and according to the Neighborhood Improvement Area Assessment Roll, as applicable. The Annual Installments for the Major Improvement Area Bonds and the Neighborhood Improvement Area Bonds will be collected on the dates and in the amounts shown on the Major Improvement Area Assessment Roll and the Neighborhood Improvement Area Assessment Roll, subject to any revisions made during an Annual Service Plan Update.

H. Administrative Expenses

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel or Lot based on the amount of outstanding assessment remaining on the Parcel or Lot. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Major Improvement Area Assessment Roll and the Neighborhood Improvement Area Assessment Roll shown on **Appendix A** and **Appendix B**, which are subject to revision through Annual Service Plan Updates.

I. Excess Interest Rate

Pursuant to the PID Act, the interest rate for Special Assessments may exceed the actual interest rate per annum paid on bonds issued by a PID by no more than one half of one percent (0.50%) per annum, (the "**Excess Interest Rate**"). Forty percent (40.0%) of the funds generated by the Excess Interest Rate (i.e., 0.20%) per annum will be dedicated to fund the Prepayment Reserve as described in **Section IV.J** below. The remaining sixty percent (60.0%) balance of the funds generated by the Excess Interest Rate (i.e., 0.30%) per annum is dedicated to the Delinquency Reserve as described in **Section IV.K** below.

J. Prepayment Reserve

As described above, a portion of the funds generated by the Excess Interest Rate will be allocated to fund the associated interest charged between the date of prepayment of a Special Assessment and the date on which related PID Bonds are actually redeemed (the "**Prepayment Reserve**"). The Prepayment Reserve shall be funded each year until it reaches 1.5% of the par amount of the related PID Bonds, but in no event will the annual collections be more than 0.20% per annum higher than the actual interest rate paid on the related PID Bonds. If the PID Act is subsequently amended to allow a prepayment of a Special Assessment to include all applicable interest from the date of prepayment through and including the date of the regularly scheduled PID Bond payments to be charged upon the prepayment of the Special Assessment, the 0.20% per annum allocated to fund the associated interest charged between the date of prepayment of the Special Assessment and the date on which PID Bonds are actually prepaid may be eliminated at the election of the City. If the Prepayment Reserve requirement is so eliminated or in a given year the additional reserve

is fully funded at 1.5% of the par amount of the PID Bonds, the City can allocate the Prepayment Reserve component of the Excess Interest Rate collected during that year to the Delinquency Reserve or to pay Administrative Expenses or for any other use that benefits the Assessed Property as set forth in the Indenture related to such PID Bonds and as determined by the City.

K. Delinquency Reserve

As described above, a portion of the funds generated by the Excess Interest Rate will be allocated to offset any possible delinquent payments. This additional reserve (the "**Delinquency Reserve**") shall be funded each year up to 4.0% of the par amount of the related PID Bonds, but in no event will the annual collection of the Delinquency Reserve be more than 0.30% per annum higher than the actual interest rate paid on the related PID Bonds. If in a given year the additional reserve is fully funded at 4.0% of the par amount of the related PID Bonds, the City can allocate the Delinquency Reserve component of the Excess Interest Rate collected during that year to redeem PID Bonds or for any other use that benefits the Assessed Property as set forth in the Indenture related to such PID Bonds and as determined by the City.

Section V

SERVICE PLAN

The PID Act requires the Service Plan (i) cover a period of at least five years, and (ii) define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. It is anticipated that it will take approximately __ months for the Major Improvements to be constructed. It is anticipated that it will take approximately 12 months for the Neighborhood Improvement Area #1 Improvements to be constructed.

The Actual Costs for the Major Improvements plus costs related to the issuance of the Major Improvement Area Bonds, and payment of expenses incurred in the establishment, administration and operation of the PID is \$17,292,460 as shown in **Table V-A**. The Actual Costs for the Neighborhood Improvement Area #1 Improvements and Neighborhood Improvement Area#1 's allocable share of the Major Improvements plus costs related to the issuance of the Neighborhood Improvement Area #1 Bonds, and payment of expenses incurred in the establishment, administration and operation of the PID is \$19,300,666 as shown in **Table V-B**. The Service Plan shall be reviewed and updated at least annually for purposes of determining the annual budget for Administrative Expenses, updating the Actual Costs of the Authorized Improvements, and updating the Assessment Rolls shown on **Appendix A** and **Appendix B**. Any update to this SAP is herein referred as an “**Annual Service Plan Update**.”

Table V-A summarizes the sources and uses of funds required to construct the Major Improvements, establish the PID, and issue the Major Improvement Area Bonds. The sources and uses of funds shown in **Table V-A** shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Actual Costs and additional PID Bond issues, if any.

Table V-A	
Major Improvement Bond	
Sources and Uses of Funds	
Sources of Funds	
Gross Bond Amount	\$ 5,000,000
Owner Contribution (a)	12,292,460
	<u>\$ 17,292,460</u>
Uses of Funds	
Authorized Improvements (b)	\$ 15,592,460
	<u>\$ 15,592,460</u>
Other Fund Deposits:	
Reserve Fund Account(c)	\$ 500,000
Capitalized Interest Account (d)	700,000
	<u>\$ 1,200,000</u>
Costs of Issuance (e):	<u>\$ 350,000</u>
Underwriter Discount/Underwriter Counsel Fee (f):	\$ 150,000
	<u>\$ 17,292,460</u>
<p>(a) Owner will fund all costs not covered by the Major Improvement Bond.</p> <p>(b) See Table III-A and Table IV-A for details. Excludes the Major Improvement Bond Costs of Issuance, which are identified separately.</p> <p>(c) The Major Improvement Bond will include a reserve fund calculated in accordance with IRS rules.</p> <p>(d) The Major Improvement Bond will include 24 months of capitalized interest.</p> <p>(e) The Costs of Issuance will include a prepayment of the first year's Administrative Expenses.</p> <p>(f) The Major Improvement Bond will have a 3% Underwriter's Discount & Underwriter</p>	

Table V-B summarizes the sources and uses of funds required to construct the Neighborhood Improvement Area #1's share of the Major Improvements and Neighborhood Improvement Area #1 Improvements, establish the PID, and issue the Neighborhood Improvement Area #1 Bonds. The sources and uses of funds shown in **Table V-B** shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Actual Costs and additional PID Bond issues, if any.

Table V-B
Neighborhood Improvement Area #1 Bond Series A
Sources and Uses of Funds

Sources of Funds	
Gross Bond Amount	\$ 11,550,000
Owner Contribution (a)	7,750,666
	<u>\$ 19,300,666</u>
Uses of Funds	
Authorized Improvements (b)	<u>\$ 16,182,166</u>
	<u>\$ 16,182,166</u>
Other Fund Deposits:	
Reserve Fund Account(c)	\$ 1,155,000
Capitalized Interest Account (d)	808,500
	<u>\$ 1,963,500</u>
Costs of Issuance (e):	<u>\$ 808,500</u>
Underwriter Discount/Underwriter Counsel Fee (e):	<u>\$ 346,500</u>
	<u>\$ 19,300,666</u>

- (a) Owner will fund all costs not covered by the Neighborhood Improvement Area #1 Bond.
- (b) See Table III-B and Table IV-B for details. Excludes the Neighborhood Improvement Area #1 Bond Costs of Issuance, which are identified separately.
- (c) The Neighborhood Improvement Area #1 Bond will include a reserve fund calculated in accordance with IRS rules.
- (d) The Neighborhood Improvement Area #1 Bond will include 12 months of capitalized interest.
- (e) The Neighborhood Improvement Area #1 Bond will have a 3% Underwriter's Discount & Underwriter Counsel Fee.

The projected Annual Installments for the first five years after the approval of this SAP for the Major Improvement Area Bonds are presented in **Table V-C**. The projected Annual Installments are subject to revision and shall be updated in the Annual Service Plan Update to reflect any change expected for each year.

**Table V-C
Major Improvement Bond
Projected Annual Installments**

Year Ending January 1,	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Total Debt Service & Administrative Expenses	Capitalized Interest	Annual Installments
2017	\$ -	\$ 350,000	\$ 35,000	\$ 10,000	\$ 15,000	\$ 410,000	\$ 350,000	\$ 60,000
2018	\$ -	\$ 350,000	\$ 35,700	\$ 10,000	\$ 15,000	\$ 410,700	\$ 350,000	\$ 60,700
2019	\$ -	\$ 350,000	\$ 36,414	\$ 10,000	\$ 15,000	\$ 411,414	\$ -	\$ 411,414
2020	\$ -	\$ 350,000	\$ 37,142	\$ 10,000	\$ 15,000	\$ 412,142	\$ -	\$ 412,142
2021	\$ -	\$ 350,000	\$ 37,885	\$ 10,000	\$ 15,000	\$ 412,885	\$ -	\$ 412,885
Total	\$ -	\$ 1,750,000	\$ 182,141	\$ 50,000	\$ 75,000	\$ 2,057,141	\$ 700,000	\$ 1,357,141

Note: The Projected Annual Installments are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the PID Bonds and the administration of the PID less the Capitalized Interest. The debt service estimates are based on a proposed debt service schedule which includes a 7.00% interest rate and a 30 year term for the Major Improvement Bond.

The projected Annual Installments for the first five years after the approval of this SAP for the Neighborhood Improvement Area #1 Bonds are presented in **Table V-D**. The projected Annual Installments are subject to revision and shall be updated in the Annual Service Plan Update to reflect any change expected for each year.

**Table V-D
Neighborhood Improvement Area #1 Bond Series A and Series B
Projected Annual Installments**

Year Ending January 1,	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Total Debt Service & Administrative Expenses	Capitalized Interest	Annual Installments
2017	\$ -	\$ 808,500	\$ 35,000	\$ 23,100	\$ 34,650	\$ 901,250	\$ 808,500	\$ 92,750
2018	\$ -	\$ 808,500	\$ 35,700	\$ 23,100	\$ 34,650	\$ 901,950	\$ -	\$ 901,950
2019	\$ -	\$ 808,500	\$ 36,414	\$ 23,100	\$ 34,650	\$ 902,664	\$ -	\$ 902,664
2020	\$ -	\$ 837,750	\$ 37,142	\$ 24,000	\$ 36,000	\$ 969,892	\$ -	\$ 969,892
2021	\$ -	\$ 837,750	\$ 37,885	\$ 24,000	\$ 36,000	\$ 971,335	\$ -	\$ 971,335
Total	\$ -	\$ 4,101,000	\$ 182,141	\$ 117,300	\$ 175,950	\$ 4,647,091	\$ 808,500	\$ 3,838,591

Note: The Projected Annual Installments are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the PID Bonds and the administration of the PID less the Capitalized Interest. The debt service estimates are based on a proposed debt service schedule which includes a 7.00% interest rate for Neighborhood Improvement Area #1 Bond Series A, a 6.50% interest rate for Neighborhood Improvement Area #1 Bond Series B, and a 30 year term for the Neighborhood Improvement Area #1 Bonds. The Projected Annual Installments assume Neighborhood Improvement Area #1 Bond Series B will be issued in 2020.

Section VI

TERMS OF THE SPECIAL ASSESSMENTS

A. **Amount of Special Assessments and Annual Installments for Parcels Located Within the Major Improvement Area**

The Special Assessments and Annual Installments for the Major Improvement Area Assessed Property are shown on the Major Improvement Area Assessment Roll in **Appendix A**. The Special Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act. The Annual Installments shall be collected in an amount sufficient to pay (i) the principal and interest on the Major Improvement Area Bonds, (ii) to fund the Prepayment Reserve for the Major Improvement Area Bonds, (iii) to fund the Delinquency Reserve for the Major Improvement Area Bonds, and (iv) to cover the Administrative Expenses of the Major Improvement Area.

B. **Amount of Special Assessments and Annual Installments for Parcels Located Within Neighborhood Improvement Area #1**

The Special Assessments and Annual Installments for the Neighborhood Improvement Area #1 Assessed Property are shown on the Neighborhood Improvement Area #1 Assessment Roll in **Appendix B**. The Special Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act. The Annual Installments shall be collected in an amount sufficient to pay (i) the principal and interest on the Neighborhood Improvement Area #1 Bonds, (ii) to fund the Delinquency Reserve for the Neighborhood Improvement Area #1 Bonds, and (iii) to cover the Administrative Expenses of Neighborhood Improvement Area #1.

C. **Amount of Special Assessments and Annual Installments for Parcels Located Within Future Neighborhood Improvement Areas**

When and if Future Neighborhood Improvement Areas are developed, this SAP will be amended to determine the Special Assessment and Annual Installments associated with the costs of Future Neighborhood Improvement Area Improvements for each Parcel or Lot located within a Future Neighborhood Improvement Area. The Special Assessment shall not exceed the benefit received by the Assessed Property.

D. Reallocation of Assessments for Parcels Located Within the Major Improvement Area and Neighborhood Improvement Area #1

i. Upon Division Prior to Recording of Subdivision Plat

The Special Assessments for each initial Parcel are based on the estimated build out value for the number and type of expected Lots within that Parcel shown on the parcel map attached hereto as **Appendix D** (“the Parcel Map”). The number of each type of Lot contained in each Parcel was counted and the amount of Special Assessments shown on **Table IV-C** and **Table IV-D** for each Lot type was added up to calculate the amount of the Special Assessment for each Parcel. As Lots are platted in accordance with the Parcel Map, each Lot will be assessed the Special Assessment that it was assigned pursuant to **Table IV-C** and **Table IV-D**.

If Lots are not platted in accordance with the Parcel Map, the Special Assessments for each affected Lot will be allocated in an equitable manner, but in no event will such new allocation increase the total Special Assessment for each Lot as identified in **Table IV-C** and **Table IV-D**.

ii. Upon Subdivision by a Recorded Subdivision Plat

Once a Lot has a Special Assessment applied to it, as shown in **Table IV-C** and **Table IV-D**, and then proceeds to be subdivided again, in no event will the new subdivision cause the sum of the Special Assessments for the subdivided Lots to be greater than the Special Assessment for the Lot prior to its subdivision.

The allocation method used above is to insure there will not be an increase in the Special Assessment for each specific Parcel. If Lots are not platted in accordance with the Parcel Map, the Special Assessments for each affected Lot will be allocated in an equitable manner, but in no event will such new allocation increase the total Special Assessment for each Lot as identified in **Table IV-C** and **Table IV-D**.

iii. Upon Consolidation

Upon the consolidation of two or more Assessed Properties, the Special Assessment for the consolidated Assessed Property shall be the sum of the Special Assessments for the Assessed Properties prior to consolidation. The reallocation of a Special Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Special Assessment prior to the reallocation. Any reallocation pursuant to this section shall be calculated by the Administrator and reflected in an update to this SAP approved by the City Council. The consolidation of any Assessed Property as described herein shall be considered an administrative action and will not require any notice or public hearing (as defined in the PID Act) by the City Council.

E. Reallocation of Assessments for Parcels Located Within Future Neighborhood Improvement Areas

As Future Neighborhood Improvement Areas are developed, this SAP will be amended to determine the assessment reallocation methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within each Future Neighborhood Improvement Area.

F. Mandatory Prepayment of Assessments

If Assessed Property or a portion thereof is transferred to a party that is exempt from the payment of the Special Assessment under applicable law, or if an owner causes a Parcel or portion thereof to become Non-Benefited Property, the owner of such Parcel or portion thereof shall pay to the City the full amount of the Special Assessment, plus all Prepayment Costs, for such Parcel, Lot or portion thereof prior to any such transfer or act.

The City may, but is not obligated to, annex the PID Property not sooner than ten (10) years after the first PID bond issuance. In the event the City determines that it will annex the PID Property, then, upon annexation, the City shall concurrently assume all debts, liabilities, and obligations relating to the PID.

G. Reduction of Special Assessments

If after all Authorized Improvements to be funded with a series of PID Bonds have been completed and the Actual Costs for the Authorized Improvements are less than the Actual Costs used to calculate the Special Assessments securing such PID Bonds, resulting in excess PID Bond proceeds, then the City may, at its discretion and in accordance with the Indenture related to such series of PID Bonds, reduce the Special Assessment securing the series of PID Bonds for each Assessed Property pro rata such that the sum of the resulting reduced Special Assessments for all Assessed Properties equals the reduced Actual Costs and such excess PID Bond proceeds shall be applied to redeem PID Bonds of such series. Additionally, the City may, at its discretion and in accordance with the Indenture related to such series of PID Bonds, use such excess bond proceeds to fund additional Authorized Improvements in the PID. The Special Assessments shall not be reduced to an amount less than the principal amount of the related outstanding series of such PID Bonds.

Similarly, if the City does not undertake some of the Authorized Improvements to be funded with a series of PID Bonds resulting in excess PID Bond proceeds then the City may, at its discretion and in accordance with the Indenture related to such series of PID Bonds, reduce the Special Assessment securing such PID Bonds for each Assessed Property pro-rata to reflect only the Actual Costs that were expended and apply such excess PID Bond proceeds as described in the paragraph immediately above. The Special Assessments shall not be reduced to an amount less than the principal amount of the related outstanding series of such PID Bonds.

H. Payment of Special Assessments

i. Payment in Full

- a. The Special Assessment for any Parcel or Lot may be paid in full at any time in accordance the PID Act. The Payment shall include all Prepayment Costs, if any. If prepayment in full will result in redemption of PID Bonds, the payment amount shall be reduced by the applicable portion of the proceeds from a debt service reserve fund applied to the redemption pursuant to the Indenture, net of any other costs applicable to the redemption of PID Bonds.
- b. If an Annual Installment has been billed prior to payment in full of a Special Assessment, the Annual Installment shall be due and payable and shall be credited against the payment in full amount upon payment.
- c. Upon payment in full of a Special Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the related Indenture; whereupon, the Special Assessment for the Parcel or Lot shall be reduced to zero, and the Parcel or Lot owner's obligation to pay the Special Assessment and Annual Installments thereof shall automatically terminate. The City shall provide the owner of the affected Assessed Property a recordable "Notice of PID Assessment Termination."
- d. At the option of a Parcel or Lot owner, the Special Assessment on any Parcel or Lot may be paid in part in an amount equal to the amount of prepaid Special Assessments plus Prepayment Costs, if any, with respect thereto. Upon the partial payment of such amount for a Parcel or Lot, the Special Assessment for the Parcel or Lot shall be reduced by the amount of such partial payment, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel or Lot shall be reduced to the extent the partial payment is made.

ii. Payment of Annual Installments

- a. If a Special Assessment is not paid in full, the PID Act authorizes the City to collect interest and collection costs on the outstanding Special Assessment. A Special Assessment for a Parcel or Lot that is not paid in full will be collected in Annual Installments, as adjusted for partial payments, if any, each year in the amounts shown in the applicable Assessment Roll, which includes interest on the outstanding Special Assessment and Administrative Expenses.

- b. The Annual Installments as listed on the Major Improvement Area Assessment Roll and the Neighborhood Improvement Area #1 Assessment Roll have been calculated assuming interest rate on the Major Improvement Area Bonds of 7.0%, and an interest rate on the Neighborhood Improvement Area #1 Series A Bonds of 7.0% and an interest rate of the expected Neighborhood Improvement Area #1 Series B Bonds of 6.50%. The Annual Installments may not exceed the amounts shown on the Major Improvement Area Assessment Roll and the Neighborhood Improvement Area #1 Assessment Roll except pursuant to any amendment or update to this SAP.
- c. The Annual Installments shall be reduced to equal the actual costs of repaying the related series of PID Bonds and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.
- d. The City reserves and shall have the right and option to refund PID Bonds in accordance with Section 372.027 of the PID Act and the Indenture related to such PID Bonds. In the event of issuance of refunding bonds, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installment so that total Annual Installments of Special Assessments will be produced in annual amounts that are required to pay the debt service on the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute "**PID Bonds**" for purposes of this SAP.

I. Collection of Annual Installments

The Administrator shall, no less frequently than annually, prepare and submit to the City for its approval, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Assessed Property. Administrative Expenses shall be allocated among Assessed Properties in proportion to the amount of the Annual Installments for the Assessed Property. Each Annual Installment shall be reduced by any credits applied under the applicable Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, and existing deposits for a Prepayment Reserve. Annual Installments may be collected by the City (or such entity to whom the City directs) in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Any sale of Assessed Property for nonpayment of the delinquent Annual Installments shall be subject to the lien established for the remaining unpaid Special Assessment against such Assessed Property and such Assessed Property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such Assessed Property as they become due and payable.

Each Annual Installment, including the interest on the unpaid amount of a Special Assessment, shall be updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Major Improvement Area Bonds and the Neighborhood Improvement Area Bonds will be due when billed, and will be delinquent if not paid prior to February 1, 2017.

J. Surplus Funds Remaining in the Major Improvement Area Bond Account

If proceeds from the Major Improvement Area Bonds still remain after all of the Major Improvements are constructed and accepted by the City, the proceeds may be utilized in accordance with **Section VI.G** of this SAP.

K. Surplus Funds Remaining in the Neighborhood Improvement Area #1 Bond Account

If proceeds from the Neighborhood Improvement Area # 1 Bonds still remain after all of the Neighborhood Improvement Area Improvements are constructed and accepted by the City, the proceeds may be utilized in accordance with **Section VI.G** of this SAP.

Section VII

THE ASSESSMENT ROLL

A. Major Improvement Area Assessment Roll

The City Council has evaluated each Parcel in the Major Improvement Area (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owners Association Property, the Public Property, the types of Authorized Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Major Improvement Area Assessed Property will be assessed for the special benefits conferred upon the property resulting from the Major Improvements. **Table VII-A** summarizes the \$17,292,460 in special benefit received by the Major Improvement Area Assessed Property from the Major Improvements, the costs of the PID formation, and the Major Improvement Area Bond issuance costs. The par amount of the Major Improvement Area Bonds is \$5,000,000, which is less than the benefit received by the Major Improvement Area Assessed Property. Accordingly, the total Special Assessment to be applied to all the Major Improvement Area Assessed Property is \$5,000,000 plus annual Administrative Expenses. The Special Assessment for each Major Improvement Area Assessed Property is calculated based on the allocation methodologies described in **Section IV-F**. The Major Improvement Area Assessment Roll is attached hereto as **Appendix A**.

Table VII-A Special Benefit Summary Major Improvement Bond	
Authorized Improvement	Total Cost
<i>Major Improvements</i>	
Total Authorized Improvements	\$ 15,592,460
<i>PID Formation/Bond Cost of Issuance</i>	
Reserve Fund	\$ 500,000
Capitalized Interest	\$ 700,000
Underwriter's Discount/Underwriter Counsel	\$ 150,000
Cost of Issuance	\$ 350,000
Total PID Formation/Bond Cost of Issuance	\$ 1,700,000
Total Special Benefit	\$ 17,292,460
Proposed Special Assessment	\$ 5,000,000
Excess Benefit	\$ 12,292,460

B. Neighborhood Improvement Area #1 Assessment Roll

The City Council has evaluated each Parcel in Neighborhood Improvement Area #1 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's Association Property, the Public Property, the types of Authorized Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Neighborhood Improvement Area #1 Assessed Property will be assessed for the special benefits conferred upon the property resulting from the Neighborhood Improvement Area Improvements and the portion of the Major Improvements allocable to Neighborhood Improvement Area #1. **Table VII-B** summarizes the \$19,390,666 in special benefit received by the Neighborhood Improvement Area #1 Property from the Neighborhood Improvement Area #1 Improvements, the costs of the PID formation, and the Neighborhood Improvement Area #1 Bond issuance costs. The par amount of the Neighborhood Improvement Area #1 Bonds is \$12,000,000, which is less than the benefit received by the Neighborhood Improvement Area Assessed Property. Accordingly, the total Special Assessment to be applied to all the Neighborhood Improvement Area #1 Assessed Property is \$12,000,000 plus annual Administrative Expenses. The Special Assessment for each Neighborhood Improvement Area #1 Assessed Property is calculated based on the allocation methodologies described in **Section IV-F**. The Neighborhood Improvement Area #1 Assessment Roll is attached hereto as **Appendix B**.

Table VII-B	
Special Benefit Summary	
Neighborhood Improvement Area #1 Bond Series A and Series B	
Authorized Improvement	Total Cost
<i>Neighborhood Improvements</i>	
Total Authorized Improvements	\$ 16,182,166
<i>PID Formation/Bond Cost of Issuance</i>	
Reserve Fund	\$ 1,200,000
Capitalized Interest	\$ 808,500
Underwriter's Discount/Underwriter Counsel	\$ 360,000
Cost of Issuance	\$ 840,000
Total PID Formation/Bond Cost of Issuance	\$ 3,208,500
Total Special Benefit	\$ 19,390,666
Proposed Special Assessment	\$ 12,000,000
Excess Benefit	\$ 7,390,666

C. Future Neighborhood Improvement Area Assessment Roll

As Future Neighborhood Improvement Areas are developed, this SAP will be amended to determine the Assessment for each Parcel or Lot located within such Future Neighborhood Improvement Areas (e.g. an appendix will be added as the Assessment Roll for Future Improvement Areas).

D. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City for approval, updates to the Assessment Roll and the Annual Service Plan Update to reflect changes such as (i) the identification of each Parcel (ii) the Special Assessment for each Assessed Property, including any adjustments authorized by this SAP or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Special Assessment is payable in installments); and (iv) payments of the Special Assessment, if any, as provided by **Section VI.H** of this SAP.

The SAP Update shall reflect the actual interest on the Major Improvement Area Bonds and the Neighborhood Improvement Area #1 Bonds on which the Annual Installments shall be paid, any reduction in the Major Improvement Area Special Assessments or Neighborhood Improvement Area #1 Special Assessments, and any revisions in the Actual Costs to be funded by the Major Improvement Area Bonds and the Neighborhood Improvement Area #1 Bonds and Owner funds.

Section XIII

MISCELLANEOUS PROVISIONS

A. Administrative Review

The City may elect to designate a third party to serve as Administrator of the PID. The City shall notify the Owners in writing upon appointing a third party Administrator.

To the extent consistent with the PID Act, if an owner of the Assessed Property claims that a calculation error has been made in the Assessment Roll, including the calculation of the Annual Installment, that owner must send a written notice describing the error to the Administrator no later than thirty (30) days after the date the invoice or other bill for the Annual Installment is received. If the Assessed Property owner fails to give such notice, such Assessed Property owners shall be deemed to have accepted the calculation of the Assessment Roll (including the Annual Installments) and to have waived any objection to the calculation. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Property owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Property owner, such change or modification shall be presented to the City for approval, to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Property owner (except for the final year during which the Annual Assessment shall be collected), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to City Council. Any amendments made to the Assessment Roll pursuant to calculation errors shall be made pursuant to the PID Act.

B. Termination of Assessments

Each Special Assessment shall terminate on the date the Special Assessment is paid in full, including payment of any unpaid Annual Installments and Delinquent Collection Costs, if any. After the termination of the Special Assessment, and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination."

C. Amendments

Amendments to the SAP may be made as permitted or required by the PID Act and Texas law.

D. Administration and Interpretation of Provisions

The City Council shall administer (or cause the administration of) the PID, this SAP, and all Annual Service Plan Updates consistent with the PID Act.

E. Severability

If any provision, section, subsection, sentence, clause or phrase of this SAP, or the application of same to an Assessed Parcel or 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 SAP or the application to all or any portion of the Property or other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this SAP that no part thereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this SAP are declared to be severable for that purpose.

If any provision of this SAP is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this SAP and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

Appendix A

Major Improvement Area Assessment Roll

Appendix A Special Assessment by Parcel		
Phase	Owner	PID Bond Special Assessment
2	XS Ranch Fund VI, L.P.	\$ 2,432,104
3	XS Ranch Fund VI, L.P.	\$ 2,517,896
HOA	XS Ranch Fund VI, L.P.	\$ 50,000
Totals		\$ 5,000,000

Appendix A-1
Annual Installments - All Parcels

Year (a)	PID Bonds		Net Debt Service	Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)							
1/1/2017	\$ -	\$ 350,000.00	\$ 350,000	\$ 35,000	\$ 10,000	\$ 15,000	\$ -	\$ (350,000)	\$ 60,000
1/1/2018	\$ -	\$ 350,000.00	\$ 350,000	\$ 35,700	\$ 10,000	\$ 15,000	\$ -	\$ (350,000)	\$ 60,700
1/1/2019	\$ -	\$ 350,000.00	\$ 350,000	\$ 36,414	\$ 10,000	\$ 15,000	\$ -	\$ -	\$ 411,414
1/1/2020	\$ -	\$ 350,000.00	\$ 350,000	\$ 37,142	\$ 10,000	\$ 15,000	\$ -	\$ -	\$ 412,142
1/1/2021	\$ -	\$ 350,000.00	\$ 350,000	\$ 37,885	\$ 10,000	\$ 15,000	\$ -	\$ -	\$ 412,885
1/1/2022	\$ -	\$ 350,000.00	\$ 350,000	\$ 38,643	\$ 10,000	\$ 15,000	\$ -	\$ -	\$ 413,643
1/1/2023	\$ 25,000	\$ 350,000.00	\$ 375,000	\$ 39,416	\$ 10,000	\$ 15,000	\$ -	\$ -	\$ 439,416
1/1/2024	\$ 25,000	\$ 348,250.00	\$ 373,250	\$ 40,204	\$ 4,625	\$ 14,925	\$ -	\$ -	\$ 433,004
1/1/2025	\$ 25,000	\$ 346,500.00	\$ 371,500	\$ 41,008	\$ -	\$ 14,850	\$ -	\$ -	\$ 427,358
1/1/2026	\$ 50,000	\$ 344,750.00	\$ 394,750	\$ 41,828	\$ -	\$ 14,775	\$ -	\$ -	\$ 451,353
1/1/2027	\$ 50,000	\$ 341,250.00	\$ 391,250	\$ 42,665	\$ -	\$ 14,625	\$ -	\$ -	\$ 448,540
1/1/2028	\$ 75,000	\$ 337,750.00	\$ 412,750	\$ 43,518	\$ -	\$ 14,475	\$ -	\$ -	\$ 470,743
1/1/2029	\$ 75,000	\$ 332,500.00	\$ 407,500	\$ 44,388	\$ -	\$ 14,250	\$ -	\$ -	\$ 466,138
1/1/2030	\$ 100,000	\$ 327,250.00	\$ 427,250	\$ 45,276	\$ -	\$ 7,100	\$ -	\$ -	\$ 479,626
1/1/2031	\$ 100,000	\$ 320,250.00	\$ 420,250	\$ 46,182	\$ -	\$ -	\$ -	\$ -	\$ 466,432
1/1/2032	\$ 125,000	\$ 313,250.00	\$ 438,250	\$ 47,105	\$ -	\$ -	\$ -	\$ -	\$ 485,355
1/1/2033	\$ 150,000	\$ 304,500.00	\$ 454,500	\$ 48,047	\$ -	\$ -	\$ -	\$ -	\$ 502,547
1/1/2034	\$ 150,000	\$ 294,000.00	\$ 444,000	\$ 49,008	\$ -	\$ -	\$ -	\$ -	\$ 493,008
1/1/2035	\$ 175,000	\$ 283,500.00	\$ 458,500	\$ 49,989	\$ -	\$ -	\$ -	\$ -	\$ 508,489
1/1/2036	\$ 200,000	\$ 271,250.00	\$ 471,250	\$ 50,988	\$ -	\$ -	\$ -	\$ -	\$ 522,238
1/1/2037	\$ 225,000	\$ 257,250.00	\$ 482,250	\$ 52,008	\$ -	\$ -	\$ -	\$ -	\$ 534,258
1/1/2038	\$ 250,000	\$ 241,500.00	\$ 491,500	\$ 53,048	\$ -	\$ -	\$ -	\$ -	\$ 544,548
1/1/2039	\$ 275,000	\$ 224,000.00	\$ 499,000	\$ 54,109	\$ -	\$ -	\$ -	\$ -	\$ 553,109
1/1/2040	\$ 300,000	\$ 204,750.00	\$ 504,750	\$ 55,191	\$ -	\$ -	\$ -	\$ -	\$ 559,941
1/1/2041	\$ 350,000	\$ 183,750.00	\$ 533,750	\$ 56,295	\$ -	\$ -	\$ -	\$ -	\$ 590,045
1/1/2042	\$ 375,000	\$ 159,250.00	\$ 534,250	\$ 57,421	\$ -	\$ -	\$ -	\$ -	\$ 591,671
1/1/2043	\$ 400,000	\$ 133,000.00	\$ 533,000	\$ 58,570	\$ -	\$ -	\$ -	\$ -	\$ 591,570
1/1/2044	\$ 450,000	\$ 105,000.00	\$ 555,000	\$ 59,741	\$ -	\$ -	\$ -	\$ -	\$ 614,741
1/1/2045	\$ 500,000	\$ 73,500.00	\$ 573,500	\$ 60,936	\$ -	\$ -	\$ -	\$ -	\$ 634,436
1/1/2046	\$ 550,000	\$ 38,500.00	\$ 588,500	\$ 62,155	\$ -	\$ -	\$ (650,655)	\$ -	\$ -
Totals	\$ 5,000,000	\$ 8,235,500	\$ 13,235,500	\$ 1,419,883	\$ 74,625	\$ 200,000	\$ (650,655)	\$ (700,000)	\$ 13,579,353

(a) The 1/1/XX dates represent the fiscal year end for the Bonds.
 (b) Gross of Capitalized Interest
 (c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
 (d) Annual Installments are calculated assuming a 7% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-2
Annual Installments - Phase 2

Year (a)	PID Bonds		Net Debt Service	Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)							
1/1/2017	\$ -	\$ 170,247	\$ 170,247	\$ 17,025	\$ 4,864	\$ 7,296	\$ -	\$ (170,247)	\$ 29,185
1/1/2018	\$ -	\$ 170,247	\$ 170,247	\$ 17,365	\$ 4,864	\$ 7,296	\$ -	\$ (170,247)	\$ 29,526
1/1/2019	\$ -	\$ 170,247	\$ 170,247	\$ 17,713	\$ 4,864	\$ 7,296	\$ -	\$ -	\$ 200,120
1/1/2020	\$ -	\$ 170,247	\$ 170,247	\$ 18,067	\$ 4,864	\$ 7,296	\$ -	\$ -	\$ 200,475
1/1/2021	\$ -	\$ 170,247	\$ 170,247	\$ 18,428	\$ 4,864	\$ 7,296	\$ -	\$ -	\$ 200,836
1/1/2022	\$ -	\$ 170,247	\$ 170,247	\$ 18,797	\$ 4,864	\$ 7,296	\$ -	\$ -	\$ 201,204
1/1/2023	\$ 12,161	\$ 170,247	\$ 182,408	\$ 19,173	\$ 4,864	\$ 7,296	\$ -	\$ -	\$ 213,741
1/1/2024	\$ 12,161	\$ 169,396	\$ 181,557	\$ 19,556	\$ 2,250	\$ 7,260	\$ -	\$ -	\$ 210,622
1/1/2025	\$ 12,161	\$ 168,545	\$ 180,705	\$ 19,947	\$ -	\$ 7,223	\$ -	\$ -	\$ 207,876
1/1/2026	\$ 24,321	\$ 167,694	\$ 192,015	\$ 20,346	\$ -	\$ 7,187	\$ -	\$ -	\$ 219,548
1/1/2027	\$ 24,321	\$ 165,991	\$ 190,312	\$ 20,753	\$ -	\$ 7,114	\$ -	\$ -	\$ 218,179
1/1/2028	\$ 36,482	\$ 164,289	\$ 200,770	\$ 21,168	\$ -	\$ 7,041	\$ -	\$ -	\$ 228,979
1/1/2029	\$ 36,482	\$ 161,735	\$ 198,216	\$ 21,591	\$ -	\$ 6,931	\$ -	\$ -	\$ 226,739
1/1/2030	\$ 48,642	\$ 159,181	\$ 207,823	\$ 22,023	\$ -	\$ 3,454	\$ -	\$ -	\$ 233,300
1/1/2031	\$ 48,642	\$ 155,776	\$ 204,418	\$ 22,464	\$ -	\$ -	\$ -	\$ -	\$ 226,882
1/1/2032	\$ 60,803	\$ 152,371	\$ 213,174	\$ 22,913	\$ -	\$ -	\$ -	\$ -	\$ 236,087
1/1/2033	\$ 72,963	\$ 148,115	\$ 221,078	\$ 23,371	\$ -	\$ -	\$ -	\$ -	\$ 244,450
1/1/2034	\$ 72,963	\$ 143,008	\$ 215,971	\$ 23,839	\$ -	\$ -	\$ -	\$ -	\$ 239,810
1/1/2035	\$ 85,124	\$ 137,900	\$ 223,024	\$ 24,316	\$ -	\$ -	\$ -	\$ -	\$ 247,339
1/1/2036	\$ 97,284	\$ 131,942	\$ 229,226	\$ 24,802	\$ -	\$ -	\$ -	\$ -	\$ 254,028
1/1/2037	\$ 109,445	\$ 125,132	\$ 234,576	\$ 25,298	\$ -	\$ -	\$ -	\$ -	\$ 259,874
1/1/2038	\$ 121,605	\$ 117,471	\$ 239,076	\$ 25,804	\$ -	\$ -	\$ -	\$ -	\$ 264,880
1/1/2039	\$ 133,766	\$ 108,958	\$ 242,724	\$ 26,320	\$ -	\$ -	\$ -	\$ -	\$ 269,044
1/1/2040	\$ 145,926	\$ 99,595	\$ 245,521	\$ 26,846	\$ -	\$ -	\$ -	\$ -	\$ 272,367
1/1/2041	\$ 170,247	\$ 89,380	\$ 259,627	\$ 27,383	\$ -	\$ -	\$ -	\$ -	\$ 287,010
1/1/2042	\$ 182,408	\$ 77,463	\$ 259,870	\$ 27,931	\$ -	\$ -	\$ -	\$ -	\$ 287,801
1/1/2043	\$ 194,568	\$ 64,694	\$ 259,262	\$ 28,489	\$ -	\$ -	\$ -	\$ -	\$ 287,752
1/1/2044	\$ 218,889	\$ 51,074	\$ 269,964	\$ 29,059	\$ -	\$ -	\$ -	\$ -	\$ 299,023
1/1/2045	\$ 243,210	\$ 35,752	\$ 278,962	\$ 29,640	\$ -	\$ -	\$ -	\$ -	\$ 308,603
1/1/2046	\$ 267,531	\$ 18,727	\$ 286,259	\$ 30,233	\$ -	\$ -	\$ (316,492)	\$ -	\$ -
Totals	\$ 2,432,104	\$ 4,005,919	\$ 6,438,023	\$ 690,661	\$ 36,299	\$ 97,284	\$ (316,492)	\$ (340,495)	\$ 6,605,280

(a) The 1/1/XX dates represent the fiscal year end for the Bonds.
 (b) Gross of Capitalized Interest
 (c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
 (d) Annual Installments are calculated assuming a 7% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-3
Annual Installments - Phase 3

Year (a)	PID Bonds		Net Debt Service	Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)							
1/1/2017	\$ -	\$ 176,253	\$ 176,253	\$ 17,625	\$ 5,036	\$ 7,554	\$ -	\$ (176,253)	\$ 30,215
1/1/2018	\$ -	\$ 176,253	\$ 176,253	\$ 17,978	\$ 5,036	\$ 7,554	\$ -	\$ (176,253)	\$ 30,567
1/1/2019	\$ -	\$ 176,253	\$ 176,253	\$ 18,337	\$ 5,036	\$ 7,554	\$ -	\$ -	\$ 207,180
1/1/2020	\$ -	\$ 176,253	\$ 176,253	\$ 18,704	\$ 5,036	\$ 7,554	\$ -	\$ -	\$ 207,546
1/1/2021	\$ -	\$ 176,253	\$ 176,253	\$ 19,078	\$ 5,036	\$ 7,554	\$ -	\$ -	\$ 207,920
1/1/2022	\$ -	\$ 176,253	\$ 176,253	\$ 19,460	\$ 5,036	\$ 7,554	\$ -	\$ -	\$ 208,302
1/1/2023	\$ 12,589	\$ 176,253	\$ 188,842	\$ 19,849	\$ 5,036	\$ 7,554	\$ -	\$ -	\$ 221,281
1/1/2024	\$ 12,589	\$ 175,371	\$ 187,961	\$ 20,246	\$ 2,329	\$ 7,516	\$ -	\$ -	\$ 218,052
1/1/2025	\$ 12,589	\$ 174,490	\$ 187,080	\$ 20,651	\$ -	\$ 7,478	\$ -	\$ -	\$ 215,209
1/1/2026	\$ 25,179	\$ 173,609	\$ 198,788	\$ 21,064	\$ -	\$ 7,440	\$ -	\$ -	\$ 227,292
1/1/2027	\$ 25,179	\$ 171,846	\$ 197,025	\$ 21,485	\$ -	\$ 7,365	\$ -	\$ -	\$ 225,875
1/1/2028	\$ 37,768	\$ 170,084	\$ 207,852	\$ 21,915	\$ -	\$ 7,289	\$ -	\$ -	\$ 237,056
1/1/2029	\$ 37,768	\$ 167,440	\$ 205,209	\$ 22,353	\$ -	\$ 7,176	\$ -	\$ -	\$ 234,738
1/1/2030	\$ 50,358	\$ 164,796	\$ 215,154	\$ 22,800	\$ -	\$ 3,575	\$ -	\$ -	\$ 241,530
1/1/2031	\$ 50,358	\$ 161,271	\$ 211,629	\$ 23,256	\$ -	\$ -	\$ -	\$ -	\$ 234,885
1/1/2032	\$ 62,947	\$ 157,746	\$ 220,694	\$ 23,721	\$ -	\$ -	\$ -	\$ -	\$ 244,415
1/1/2033	\$ 75,537	\$ 153,340	\$ 228,877	\$ 24,196	\$ -	\$ -	\$ -	\$ -	\$ 253,072
1/1/2034	\$ 75,537	\$ 148,052	\$ 223,589	\$ 24,680	\$ -	\$ -	\$ -	\$ -	\$ 248,269
1/1/2035	\$ 88,126	\$ 142,765	\$ 230,891	\$ 25,173	\$ -	\$ -	\$ -	\$ -	\$ 256,064
1/1/2036	\$ 100,716	\$ 136,596	\$ 237,312	\$ 25,677	\$ -	\$ -	\$ -	\$ -	\$ 262,988
1/1/2037	\$ 113,305	\$ 129,546	\$ 242,851	\$ 26,190	\$ -	\$ -	\$ -	\$ -	\$ 269,041
1/1/2038	\$ 125,895	\$ 121,614	\$ 247,509	\$ 26,714	\$ -	\$ -	\$ -	\$ -	\$ 274,223
1/1/2039	\$ 138,484	\$ 112,802	\$ 251,286	\$ 27,248	\$ -	\$ -	\$ -	\$ -	\$ 278,534
1/1/2040	\$ 151,074	\$ 103,108	\$ 254,182	\$ 27,793	\$ -	\$ -	\$ -	\$ -	\$ 281,975
1/1/2041	\$ 176,253	\$ 92,533	\$ 268,785	\$ 28,349	\$ -	\$ -	\$ -	\$ -	\$ 297,135
1/1/2042	\$ 188,842	\$ 80,195	\$ 269,037	\$ 28,916	\$ -	\$ -	\$ -	\$ -	\$ 297,953
1/1/2043	\$ 201,432	\$ 66,976	\$ 268,408	\$ 29,494	\$ -	\$ -	\$ -	\$ -	\$ 297,902
1/1/2044	\$ 226,611	\$ 52,876	\$ 279,486	\$ 30,084	\$ -	\$ -	\$ -	\$ -	\$ 309,571
1/1/2045	\$ 251,790	\$ 37,013	\$ 288,803	\$ 30,686	\$ -	\$ -	\$ -	\$ -	\$ 319,489
1/1/2046	\$ 276,969	\$ 19,388	\$ 296,356	\$ 31,300	\$ -	\$ -	\$ (327,656)	\$ -	\$ -
Totals	\$ 2,517,896	\$ 4,147,226	\$ 6,665,122	\$ 715,023	\$ 37,580	\$ 100,716	\$ (327,656)	\$ (352,505)	\$ 6,838,279

(a) The 1/1/XX dates represent the fiscal year end for the Bonds.
 (b) Gross of Capitalized Interest
 (c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
 (d) Annual Installments are calculated assuming a 7% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-4
Annual Installments - HOA

Year (a)	PID Bonds		Net Debt Service	Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)							
1/1/2017	\$ -	\$ 3,500	\$ 3,500	\$ 350	\$ 100	\$ 150	\$ -	\$ (3,500)	\$ 600
1/1/2018	\$ -	\$ 3,500	\$ 3,500	\$ 357	\$ 100	\$ 150	\$ -	\$ (3,500)	\$ 607
1/1/2019	\$ -	\$ 3,500	\$ 3,500	\$ 364	\$ 100	\$ 150	\$ -	\$ -	\$ 4,114
1/1/2020	\$ -	\$ 3,500	\$ 3,500	\$ 371	\$ 100	\$ 150	\$ -	\$ -	\$ 4,121
1/1/2021	\$ -	\$ 3,500	\$ 3,500	\$ 379	\$ 100	\$ 150	\$ -	\$ -	\$ 4,129
1/1/2022	\$ -	\$ 3,500	\$ 3,500	\$ 386	\$ 100	\$ 150	\$ -	\$ -	\$ 4,136
1/1/2023	\$ 250	\$ 3,500	\$ 3,750	\$ 394	\$ 100	\$ 150	\$ -	\$ -	\$ 4,394
1/1/2024	\$ 250	\$ 3,483	\$ 3,733	\$ 402	\$ 46	\$ 149	\$ -	\$ -	\$ 4,330
1/1/2025	\$ 250	\$ 3,465	\$ 3,715	\$ 410	\$ -	\$ 149	\$ -	\$ -	\$ 4,274
1/1/2026	\$ 500	\$ 3,448	\$ 3,948	\$ 418	\$ -	\$ 148	\$ -	\$ -	\$ 4,514
1/1/2027	\$ 500	\$ 3,413	\$ 3,913	\$ 427	\$ -	\$ 146	\$ -	\$ -	\$ 4,485
1/1/2028	\$ 750	\$ 3,378	\$ 4,128	\$ 435	\$ -	\$ 145	\$ -	\$ -	\$ 4,707
1/1/2029	\$ 750	\$ 3,325	\$ 4,075	\$ 444	\$ -	\$ 143	\$ -	\$ -	\$ 4,661
1/1/2030	\$ 1,000	\$ 3,273	\$ 4,273	\$ 453	\$ -	\$ 71	\$ -	\$ -	\$ 4,796
1/1/2031	\$ 1,000	\$ 3,203	\$ 4,203	\$ 462	\$ -	\$ -	\$ -	\$ -	\$ 4,664
1/1/2032	\$ 1,250	\$ 3,133	\$ 4,383	\$ 471	\$ -	\$ -	\$ -	\$ -	\$ 4,854
1/1/2033	\$ 1,500	\$ 3,045	\$ 4,545	\$ 480	\$ -	\$ -	\$ -	\$ -	\$ 5,025
1/1/2034	\$ 1,500	\$ 2,940	\$ 4,440	\$ 490	\$ -	\$ -	\$ -	\$ -	\$ 4,930
1/1/2035	\$ 1,750	\$ 2,835	\$ 4,585	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ 5,085
1/1/2036	\$ 2,000	\$ 2,713	\$ 4,713	\$ 510	\$ -	\$ -	\$ -	\$ -	\$ 5,222
1/1/2037	\$ 2,250	\$ 2,573	\$ 4,823	\$ 520	\$ -	\$ -	\$ -	\$ -	\$ 5,343
1/1/2038	\$ 2,500	\$ 2,415	\$ 4,915	\$ 530	\$ -	\$ -	\$ -	\$ -	\$ 5,445
1/1/2039	\$ 2,750	\$ 2,240	\$ 4,990	\$ 541	\$ -	\$ -	\$ -	\$ -	\$ 5,531
1/1/2040	\$ 3,000	\$ 2,048	\$ 5,048	\$ 552	\$ -	\$ -	\$ -	\$ -	\$ 5,599
1/1/2041	\$ 3,500	\$ 1,838	\$ 5,338	\$ 563	\$ -	\$ -	\$ -	\$ -	\$ 5,900
1/1/2042	\$ 3,750	\$ 1,593	\$ 5,343	\$ 574	\$ -	\$ -	\$ -	\$ -	\$ 5,917
1/1/2043	\$ 4,000	\$ 1,330	\$ 5,330	\$ 586	\$ -	\$ -	\$ -	\$ -	\$ 5,916
1/1/2044	\$ 4,500	\$ 1,050	\$ 5,550	\$ 597	\$ -	\$ -	\$ -	\$ -	\$ 6,147
1/1/2045	\$ 5,000	\$ 735	\$ 5,735	\$ 609	\$ -	\$ -	\$ -	\$ -	\$ 6,344
1/1/2046	\$ 5,500	\$ 385	\$ 5,885	\$ 622	\$ -	\$ -	\$ (6,507)	\$ -	\$ -
Totals	\$ 50,000	\$ 82,355	\$ 132,355	\$ 14,199	\$ 746	\$ 2,000	\$ (6,507)	\$ (7,000)	\$ 135,794

(a) The 1/1/XX dates represent the fiscal year end for the Bonds.
 (b) Gross of Capitalized Interest
 (c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
 (d) Annual Installments are calculated assuming a 7% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix B

Neighborhood Improvement Area #1 Assessment Roll

Appendix B Special Assessment by Parcel		
Phase	Owner	PID Bond Special Assessment
1	XS Ranch Fund VI, L.P.	\$ 11,880,000
HOA	XS Ranch Fund VI, L.P.	\$ 120,000
Totals		\$ 12,000,000

Appendix B-1
Annual Installments - All Parcels

Year (a)	PID Bonds		Net Debt Service	Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)							
1/1/2017	\$ -	\$ 808,500.00	\$ 808,500	\$ 35,000	\$ 23,100	\$ 34,650	\$ -	\$ (808,500)	\$ 92,750
1/1/2018	\$ -	\$ 808,500.00	\$ 808,500	\$ 35,700	\$ 23,100	\$ 34,650	\$ -	\$ -	\$ 901,950
1/1/2019	\$ -	\$ 808,500.00	\$ 808,500	\$ 36,414	\$ 23,100	\$ 34,650	\$ -	\$ -	\$ 902,664
1/1/2020	\$ -	\$ 837,750.00	\$ 837,750	\$ 72,142	\$ 24,000	\$ 36,000	\$ -	\$ -	\$ 969,892
1/1/2021	\$ -	\$ 837,750.00	\$ 837,750	\$ 73,585	\$ 24,000	\$ 36,000	\$ -	\$ -	\$ 971,335
1/1/2022	\$ 25,000	\$ 837,750.00	\$ 862,750	\$ 75,057	\$ 24,000	\$ 36,000	\$ -	\$ -	\$ 997,807
1/1/2023	\$ 25,000	\$ 836,000.00	\$ 861,000	\$ 76,558	\$ 23,950	\$ 35,925	\$ -	\$ -	\$ 997,433
1/1/2024	\$ 50,000	\$ 834,250.00	\$ 884,250	\$ 78,089	\$ 11,750	\$ 35,850	\$ -	\$ -	\$ 1,009,939
1/1/2025	\$ 75,000	\$ 830,750.00	\$ 905,750	\$ 79,651	\$ 900	\$ 35,700	\$ -	\$ -	\$ 1,022,001
1/1/2026	\$ 100,000	\$ 825,500.00	\$ 925,500	\$ 81,244	\$ 900	\$ 35,475	\$ -	\$ -	\$ 1,043,119
1/1/2027	\$ 125,000	\$ 818,500.00	\$ 943,500	\$ 82,869	\$ 450	\$ 35,175	\$ -	\$ -	\$ 1,061,994
1/1/2028	\$ 150,000	\$ 809,750.00	\$ 959,750	\$ 84,526	\$ -	\$ 34,800	\$ -	\$ -	\$ 1,079,076
1/1/2029	\$ 175,000	\$ 799,250.00	\$ 974,250	\$ 86,217	\$ -	\$ 34,350	\$ -	\$ -	\$ 1,094,817
1/1/2030	\$ 200,000	\$ 787,000.00	\$ 987,000	\$ 87,941	\$ -	\$ 17,625	\$ -	\$ -	\$ 1,092,566
1/1/2031	\$ 250,000	\$ 773,000.00	\$ 1,023,000	\$ 89,700	\$ -	\$ 1,350	\$ -	\$ -	\$ 1,114,050
1/1/2032	\$ 275,000	\$ 755,500.00	\$ 1,030,500	\$ 91,494	\$ -	\$ 1,350	\$ -	\$ -	\$ 1,123,344
1/1/2033	\$ 350,000	\$ 736,250.00	\$ 1,086,250	\$ 93,324	\$ -	\$ 450	\$ -	\$ -	\$ 1,180,024
1/1/2034	\$ 400,000	\$ 711,875.00	\$ 1,111,875	\$ 95,190	\$ -	\$ -	\$ -	\$ -	\$ 1,207,065
1/1/2035	\$ 450,000	\$ 684,000.00	\$ 1,134,000	\$ 97,094	\$ -	\$ -	\$ -	\$ -	\$ 1,231,094
1/1/2036	\$ 500,000	\$ 652,625.00	\$ 1,152,625	\$ 99,036	\$ -	\$ -	\$ -	\$ -	\$ 1,251,661
1/1/2037	\$ 550,000	\$ 617,750.00	\$ 1,167,750	\$ 101,017	\$ -	\$ -	\$ -	\$ -	\$ 1,268,767
1/1/2038	\$ 600,000	\$ 579,375.00	\$ 1,179,375	\$ 103,037	\$ -	\$ -	\$ -	\$ -	\$ 1,282,412
1/1/2039	\$ 675,000	\$ 537,500.00	\$ 1,212,500	\$ 105,098	\$ -	\$ -	\$ -	\$ -	\$ 1,317,598
1/1/2040	\$ 725,000	\$ 490,375.00	\$ 1,215,375	\$ 107,200	\$ -	\$ -	\$ -	\$ -	\$ 1,322,575
1/1/2041	\$ 800,000	\$ 439,750.00	\$ 1,239,750	\$ 109,344	\$ -	\$ -	\$ -	\$ -	\$ 1,349,094
1/1/2042	\$ 900,000	\$ 383,875.00	\$ 1,283,875	\$ 111,530	\$ -	\$ -	\$ -	\$ -	\$ 1,395,405
1/1/2043	\$ 1,000,000	\$ 321,000.00	\$ 1,321,000	\$ 113,761	\$ -	\$ -	\$ -	\$ -	\$ 1,434,761
1/1/2044	\$ 1,100,000	\$ 251,250.00	\$ 1,351,250	\$ 116,036	\$ -	\$ -	\$ -	\$ -	\$ 1,467,286
1/1/2045	\$ 1,200,000	\$ 174,500.00	\$ 1,374,500	\$ 118,357	\$ -	\$ -	\$ -	\$ -	\$ 1,492,857
1/1/2046	\$ 1,300,000	\$ 90,750.00	\$ 1,390,750	\$ 120,724	\$ -	\$ -	\$ (1,469,405)	\$ -	\$ 42,070
Totals	\$ 12,000,000	\$ 19,679,125	\$ 31,679,125	\$ 2,656,934	\$ 179,250	\$ 480,000	\$ (1,469,405)	\$ (808,500)	\$ 32,717,405

(a) The 1/1/XX dates represent the fiscal year end for the Bonds.
 (b) Gross of Capitalized Interest.
 (c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
 (d) Annual Installments are calculated assuming a 7% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

**Appendix B-2
Annual Installments - Phase 1**

Year (a)	PID Bonds		Net Debt Service	Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)							
1/1/2017	\$ -	\$ 800,415	\$ 800,415	\$ 34,650	\$ 22,869	\$ 34,304	\$ -	\$ (800,415)	\$ 91,823
1/1/2018	\$ -	\$ 800,415	\$ 800,415	\$ 35,343	\$ 22,869	\$ 34,304	\$ -	\$ -	\$ 892,931
1/1/2019	\$ -	\$ 800,415	\$ 800,415	\$ 36,050	\$ 22,869	\$ 34,304	\$ -	\$ -	\$ 893,637
1/1/2020	\$ -	\$ 829,373	\$ 829,373	\$ 71,421	\$ 23,760	\$ 35,640	\$ -	\$ -	\$ 960,193
1/1/2021	\$ -	\$ 829,373	\$ 829,373	\$ 72,849	\$ 23,760	\$ 35,640	\$ -	\$ -	\$ 961,622
1/1/2022	\$ 24,750	\$ 829,373	\$ 854,123	\$ 74,306	\$ 23,760	\$ 35,640	\$ -	\$ -	\$ 987,829
1/1/2023	\$ 24,750	\$ 827,640	\$ 852,390	\$ 75,792	\$ 23,711	\$ 35,566	\$ -	\$ -	\$ 987,459
1/1/2024	\$ 49,500	\$ 825,908	\$ 875,408	\$ 77,308	\$ 11,633	\$ 35,492	\$ -	\$ -	\$ 999,840
1/1/2025	\$ 74,250	\$ 822,443	\$ 896,693	\$ 78,854	\$ 891	\$ 35,343	\$ -	\$ -	\$ 1,011,781
1/1/2026	\$ 99,000	\$ 817,245	\$ 916,245	\$ 80,431	\$ 891	\$ 35,120	\$ -	\$ -	\$ 1,032,688
1/1/2027	\$ 123,750	\$ 810,315	\$ 934,065	\$ 82,040	\$ 446	\$ 34,823	\$ -	\$ -	\$ 1,051,374
1/1/2028	\$ 148,500	\$ 801,653	\$ 950,153	\$ 83,681	\$ -	\$ 34,452	\$ -	\$ -	\$ 1,068,285
1/1/2029	\$ 173,250	\$ 791,258	\$ 964,508	\$ 85,355	\$ -	\$ 34,007	\$ -	\$ -	\$ 1,083,869
1/1/2030	\$ 198,000	\$ 779,130	\$ 977,130	\$ 87,062	\$ -	\$ 17,449	\$ -	\$ -	\$ 1,081,640
1/1/2031	\$ 247,500	\$ 765,270	\$ 1,012,770	\$ 88,803	\$ -	\$ 1,337	\$ -	\$ -	\$ 1,102,909
1/1/2032	\$ 272,250	\$ 747,945	\$ 1,020,195	\$ 90,579	\$ -	\$ 1,337	\$ -	\$ -	\$ 1,112,110
1/1/2033	\$ 346,500	\$ 728,888	\$ 1,075,388	\$ 92,390	\$ -	\$ 446	\$ -	\$ -	\$ 1,168,223
1/1/2034	\$ 396,000	\$ 704,756	\$ 1,100,756	\$ 94,238	\$ -	\$ -	\$ -	\$ -	\$ 1,194,995
1/1/2035	\$ 445,500	\$ 677,160	\$ 1,122,660	\$ 96,123	\$ -	\$ -	\$ -	\$ -	\$ 1,218,783
1/1/2036	\$ 495,000	\$ 646,099	\$ 1,141,099	\$ 98,046	\$ -	\$ -	\$ -	\$ -	\$ 1,239,144
1/1/2037	\$ 544,500	\$ 611,573	\$ 1,156,073	\$ 100,006	\$ -	\$ -	\$ -	\$ -	\$ 1,256,079
1/1/2038	\$ 594,000	\$ 573,581	\$ 1,167,581	\$ 102,007	\$ -	\$ -	\$ -	\$ -	\$ 1,269,588
1/1/2039	\$ 668,250	\$ 532,125	\$ 1,200,375	\$ 104,047	\$ -	\$ -	\$ -	\$ -	\$ 1,304,422
1/1/2040	\$ 717,750	\$ 485,471	\$ 1,203,221	\$ 106,128	\$ -	\$ -	\$ -	\$ -	\$ 1,309,349
1/1/2041	\$ 792,000	\$ 435,353	\$ 1,227,353	\$ 108,250	\$ -	\$ -	\$ -	\$ -	\$ 1,335,603
1/1/2042	\$ 891,000	\$ 380,036	\$ 1,271,036	\$ 110,415	\$ -	\$ -	\$ -	\$ -	\$ 1,381,451
1/1/2043	\$ 990,000	\$ 317,790	\$ 1,307,790	\$ 112,623	\$ -	\$ -	\$ -	\$ -	\$ 1,420,413
1/1/2044	\$ 1,089,000	\$ 248,738	\$ 1,337,738	\$ 114,876	\$ -	\$ -	\$ -	\$ -	\$ 1,452,613
1/1/2045	\$ 1,188,000	\$ 172,755	\$ 1,360,755	\$ 117,173	\$ -	\$ -	\$ -	\$ -	\$ 1,477,928
1/1/2046	\$ 1,287,000	\$ 89,843	\$ 1,376,843	\$ 119,517	\$ -	\$ -	\$ (1,454,711)	\$ -	\$ 41,649
Totals	\$ 11,880,000	\$ 19,482,334	\$ 31,362,334	\$ 2,630,365	\$ 177,458	\$ 475,200	\$ (1,454,711)	\$ (800,415)	\$ 32,390,230

(a) The 1/1/XX dates represent the fiscal year end for the Bonds.
 (b) Gross of Capitalized Interest.
 (c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
 (d) Annual Installments are calculated assuming a 7% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix B-3
Annual Installments - HOA

Year (a)	PID Bonds		Net Debt Service	Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)							
1/1/2017	\$ -	\$ 8,085	\$ 8,085	\$ 350	\$ 231	\$ 347	\$ -	\$ (8,085)	\$ 928
1/1/2018	\$ -	\$ 8,085	\$ 8,085	\$ 357	\$ 231	\$ 347	\$ -	\$ -	\$ 9,020
1/1/2019	\$ -	\$ 8,085	\$ 8,085	\$ 364	\$ 231	\$ 347	\$ -	\$ -	\$ 9,027
1/1/2020	\$ -	\$ 8,378	\$ 8,378	\$ 721	\$ 240	\$ 360	\$ -	\$ -	\$ 9,699
1/1/2021	\$ -	\$ 8,378	\$ 8,378	\$ 736	\$ 240	\$ 360	\$ -	\$ -	\$ 9,713
1/1/2022	\$ 250	\$ 8,378	\$ 8,628	\$ 751	\$ 240	\$ 360	\$ -	\$ -	\$ 9,978
1/1/2023	\$ 250	\$ 8,360	\$ 8,610	\$ 766	\$ 240	\$ 359	\$ -	\$ -	\$ 9,974
1/1/2024	\$ 500	\$ 8,343	\$ 8,843	\$ 781	\$ 118	\$ 359	\$ -	\$ -	\$ 10,099
1/1/2025	\$ 750	\$ 8,308	\$ 9,058	\$ 797	\$ 9	\$ 357	\$ -	\$ -	\$ 10,220
1/1/2026	\$ 1,000	\$ 8,255	\$ 9,255	\$ 812	\$ 9	\$ 355	\$ -	\$ -	\$ 10,431
1/1/2027	\$ 1,250	\$ 8,185	\$ 9,435	\$ 829	\$ 5	\$ 352	\$ -	\$ -	\$ 10,620
1/1/2028	\$ 1,500	\$ 8,098	\$ 9,598	\$ 845	\$ -	\$ 348	\$ -	\$ -	\$ 10,791
1/1/2029	\$ 1,750	\$ 7,993	\$ 9,743	\$ 862	\$ -	\$ 344	\$ -	\$ -	\$ 10,948
1/1/2030	\$ 2,000	\$ 7,870	\$ 9,870	\$ 879	\$ -	\$ 176	\$ -	\$ -	\$ 10,926
1/1/2031	\$ 2,500	\$ 7,730	\$ 10,230	\$ 897	\$ -	\$ 14	\$ -	\$ -	\$ 11,140
1/1/2032	\$ 2,750	\$ 7,555	\$ 10,305	\$ 915	\$ -	\$ 14	\$ -	\$ -	\$ 11,233
1/1/2033	\$ 3,500	\$ 7,363	\$ 10,863	\$ 933	\$ -	\$ 5	\$ -	\$ -	\$ 11,800
1/1/2034	\$ 4,000	\$ 7,119	\$ 11,119	\$ 952	\$ -	\$ -	\$ -	\$ -	\$ 12,071
1/1/2035	\$ 4,500	\$ 6,840	\$ 11,340	\$ 971	\$ -	\$ -	\$ -	\$ -	\$ 12,311
1/1/2036	\$ 5,000	\$ 6,526	\$ 11,526	\$ 990	\$ -	\$ -	\$ -	\$ -	\$ 12,517
1/1/2037	\$ 5,500	\$ 6,178	\$ 11,678	\$ 1,010	\$ -	\$ -	\$ -	\$ -	\$ 12,688
1/1/2038	\$ 6,000	\$ 5,794	\$ 11,794	\$ 1,030	\$ -	\$ -	\$ -	\$ -	\$ 12,824
1/1/2039	\$ 6,750	\$ 5,375	\$ 12,125	\$ 1,051	\$ -	\$ -	\$ -	\$ -	\$ 13,176
1/1/2040	\$ 7,250	\$ 4,904	\$ 12,154	\$ 1,072	\$ -	\$ -	\$ -	\$ -	\$ 13,226
1/1/2041	\$ 8,000	\$ 4,398	\$ 12,398	\$ 1,093	\$ -	\$ -	\$ -	\$ -	\$ 13,491
1/1/2042	\$ 9,000	\$ 3,839	\$ 12,839	\$ 1,115	\$ -	\$ -	\$ -	\$ -	\$ 13,954
1/1/2043	\$ 10,000	\$ 3,210	\$ 13,210	\$ 1,138	\$ -	\$ -	\$ -	\$ -	\$ 14,348
1/1/2044	\$ 11,000	\$ 2,513	\$ 13,513	\$ 1,160	\$ -	\$ -	\$ -	\$ -	\$ 14,673
1/1/2045	\$ 12,000	\$ 1,745	\$ 13,745	\$ 1,184	\$ -	\$ -	\$ -	\$ -	\$ 14,929
1/1/2046	\$ 13,000	\$ 908	\$ 13,908	\$ 1,207	\$ -	\$ -	\$ (14,694)	\$ -	\$ 421
Totals	\$ 120,000	\$ 196,791	\$ 316,791	\$ 26,569	\$ 1,793	\$ 4,800	\$ (14,694)	\$ (8,085)	\$ 327,174

(a) The 1/1/XX dates represent the fiscal year end for the Bonds.
 (b) Gross of Capitalized Interest
 (c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
 (d) Annual Installments are calculated assuming a 7% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix C

Legal Descriptions for Parcels within the PID

Appendix D

Parcel Map

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 19, 2016

MEETING DATE: May 24, 2016

1. Agenda Item: CONSIDERATION, DISCUSSION AND POSSIBLE ACTION CONCERNING THE APPROVAL OF A RESOLUTION BY THE CITY OF BASTROP, TEXAS, ("CITY") RESPONDING TO THE APPLICATION OF CENTERPOINT ENERGY RESOURCES CORP., SOUTH TEXAS DIVISION, TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM; SUSPENDING THE EFFECTIVE DATE OF THIS RATE APPLICATION FOR FORTY-FIVE DAYS; AUTHORIZING THE CITY TO CONTINUE TO PARTICIPATE IN A COALITION OF CITIES KNOWN AS THE "ALLIANCE OF CENTERPOINT MUNICIPALITIES"; DETERMINING THAT THE MEETING AT WHICH THE RESOLUTION WAS ADOPTED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

2. Party Making Request: Michael H. Talbot

3. Nature of Request: (Brief Overview) Attachments: Yes X No _____
Attached is a "Resolution" for consideration by the City Council for suspending a "Rate Increase" by Center-Point Gas Company. This is a routine matter for the past four or so years. As you will see from reading the attached materials and Resolution, the GRIP rate authorizes gas utilities to increase rates automatically to include the cost of new infrastructure in its rates without going to the Railroad Commission for a full trial. Unfortunately, there is not much to do other than suspend the effective rate increase for 45 days. The law firm of "Herrera & Boyle that the Cities uses along with numerous other cities in Central Texas to pool their resources in these matters has sent the attached resolution for consideration by the City Council.

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No N/A
Bid Amount: _____ Budgeted Amount: _____
Under Budget: _____ Over Budget: _____
Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE
a) _____
b) _____
c) _____

8. Staff Recommendation: _____

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. Manager's Recommendation: X Approved _____ Disapproved _____ None

11. Proposed Motion: _____

RESOLUTION NO. R-2016-15

A RESOLUTION BY THE CITY OF BASTROP, TEXAS, ("CITY") RESPONDING TO THE APPLICATION OF CENTERPOINT ENERGY RESOURCES CORP., SOUTH TEXAS DIVISION, TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM; SUSPENDING THE EFFECTIVE DATE OF THIS RATE APPLICATION FOR FORTY-FIVE DAYS; AUTHORIZING THE CITY TO CONTINUE TO PARTICIPATE IN A COALITION OF CITIES KNOWN AS THE "ALLIANCE OF CENTERPOINT MUNICIPALITIES"; DETERMINING THAT THE MEETING AT WHICH THE RESOLUTION WAS ADOPTED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS: on or about March 31, 2016 CenterPoint Energy Resources Corp., South Texas Division ("CenterPoint") filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program ("GRIP"), resulting in a requested increase in the monthly customer charge for a residential customer from \$20.07 to \$21.21; and

WHEREAS: In 2012, through its "GRIP" tariff, CenterPoint increased its customer charge for Residential customers from \$13.95 to \$15.28, an increase of about 9.53%; and

WHEREAS: In 2013, through its "GRIP" tariff, CenterPoint increased its customer charge for Residential customers from \$15.28 to \$16.89, an increase of about 10.54%; and

WHEREAS: In 2014, through its "GRIP" tariff, CenterPoint increased its customer charge for Residential customers from \$16.89 to \$17.89, an increase of about 5.92%; and

WHEREAS: In 2015, through its "GRIP" tariff, CenterPoint increased the customer charge for Residential customers from \$17.89 to \$20.07, an increase of about 12.19%; and

WHEREAS: With its most recent application filed on March 31, 2016, CenterPoint proposes to increase its customer charge for Residential customers by an additional \$1.14, from a charge of \$20.07 to a proposed charge of \$21.21, which represents an increase of about 5.68% over its current customer charge; and

WHEREAS: In total, since 2012, CenterPoint has increased its customer charge for Residential customers by over 52%; and

WHEREAS: the City has a special responsibility to exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries; and

WHEREAS: the application to increase rates by CenterPoint is complex; and

WHEREAS: it is necessary to suspend the effective date for the increase in rates for forty-five days, so that the City can assure itself that the data and calculations in CenterPoint's rate application are correctly done; and

WHEREAS: the effective date proposed by CenterPoint is May 30, 2016 but a suspension by the City will mean that the rate increase cannot go into effect prior to July 14, 2016.

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

Section 1. That the statements and findings set out in the preamble to this resolution are hereby in all things approved and adopted.

Section 2. The City suspends the requested effective date by CenterPoint for forty-five days pursuant to the authority granted the City under Section 104.301 of the Texas Utilities Code. The City finds that additional time is needed in order to review the data and calculations that provide the basis for the rate increase application.

Section 3. The City shall continue to act jointly with other cities that are part of a coalition of cities known as the Alliance of CenterPoint Municipalities ("ACM").

Section 4. The City authorizes the law firm of Herrera & Boyle, PLLC, to act on its behalf in connection with CenterPoint's application to increase rates.

Section 5. To the extent allowed by law, CenterPoint is ordered to pay the City's reasonable rate case expenses incurred in response to CenterPoint's rate increase application within 30 days of receipt of invoices for such expenses to the extent allowed by law.

Section 6. The meeting at which this resolution was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 7. This resolution shall be effective immediately upon passage.

PASSED AND APPROVED this 24th day of May 2016.

Ken Kesselus, Mayor

ATTEST:

Ann Franklin, City Secretary

AGENDA INFORMATION SHEET

AGENDA ITEM NO. D.11

ACTION TO SUSPEND THE EFFECTIVE DATE PROPOSED BY CENTERPOINT ENERGY RESOURCES CORP., SOUTH TEXAS DIVISION, TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM FOR 45 DAYS, AND AUTHORIZE THE CITY'S CONTINUED PARTICIPATION IN A COALITION OF CITIES KNOWN AS THE "ALLIANCE OF CENTERPOINT MUNICIPALITIES"

ALLIANCE OF CENTERPOINT MUNICIPALITIES

The City is a member of the Alliance of CenterPoint Municipalities (ACM). The ACM group was organized by a number of municipalities served by CenterPoint Energy Resources Corp., South Texas Division ("CenterPoint") and has been represented by the law firm of Herrera & Boyle, PLLC (through Mr. Alfred R. Herrera) to assist in reviewing applications to change rates submitted by CenterPoint.

"GRIP" RATE APPLICATION

Under section 104.301 of the Gas Utility Regulatory Act (GURA), a gas utility is allowed to request increases in its rates to recover a return on investments it makes between rate cases. This section of GURA is commonly referred to as the "GRIP" statute, that is, the "Gas Reliability Infrastructure Program."

Under a recent decision by the Supreme Court of Texas, the Court concluded that a filing made under the GRIP statute permitted gas utilities the opportunity to recover return on capital expenditures made during the interim period between rate cases by applying for interim rate adjustment and that proceedings under the GRIP statute did not contemplate either adjudicative hearings or substantive review of utilities' filings for interim rate adjustments. Instead, the Court concluded, the GRIP statute provides for a *ministerial* review of the utility's filings to ensure compliance with the GRIP statute and the Railroad Commission's rules, and that it is within the Railroad Commission's authority to preclude cities from intervening and obtaining a hearing before the Railroad Commission.

CENTERPOINT'S "GRIP" APPLICATION

On or about March 31, 2016 CenterPoint Energy Resources Corp., South Texas Division ("CenterPoint") filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program ("GRIP"). CenterPoint's application if approved by the Commission will result in an increase in the monthly customer charges as shown below:

Rate Schedules	Current Customer Charge	2016 “GRIP” Adjustment	Adjusted Charge
R-2085-GRIP 2016 - Residential	\$20.07 per customer per month	\$1.14 per customer per month	\$21.21 per customer per month
GSS-2085-GRIP 2016 - General Service Small	\$32.44 per customer per month	\$2.31 per customer per month	\$34.75 per customer per month
GSLV-616-GRIP 2016 - General Service Large Volume	\$174.75 per customer per month	\$13.50 per customer per month	\$188.25 per customer per month

HISTORY OF CENTERPOINT’S “GRIP” FILINGS SINCE 2012:

In 2012, through its “GRIP” tariff, CenterPoint increased its customer charge for Residential customers from \$13.95 to \$15.28, an increase of about 9.53%.

In 2013, through its “GRIP” tariff, CenterPoint increased its customer charge for Residential customers from \$15.28 to \$16.89, an increase of about 10.54%.

In 2014, through its “GRIP” tariff, CenterPoint increased its customer charge for Residential customers from \$16.89 to \$17.89, an increase of about 5.92%.

In 2015, through its “GRIP” tariff, CenterPoint increased the customer charge for Residential customers from \$17.89 to \$20.07, an increase of about 12.19%.

With its most recent application filed on March 31, 2016, CenterPoint proposes to increase its customer charge for Residential customers by an additional \$1.14 from \$20.07 to \$21.21, which represents an increase of about 5.68% over its current customer charge for Residential customers.

In total, since 2012, CenterPoint has increased its customer charge for Residential customers by over 52%.

CenterPoint has also increased the customer charges for its commercial customers and its industrial customers in a similar fashion, all with limited to no review.

These increases occur because current state law and the Railroad Commission allow CenterPoint to increase rates with little to no review.

REVIEW AND ACTION RECOMMENDED

Although the City's ability to review and effectuate a change in CenterPoint's requested increase is limited, the City should exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries, including increases requested under the GRIP statute to ensure compliance with the requirements of that law.

To exercise its due diligence, it is necessary to suspend CenterPoint's proposed effective date of May 30, 2016 for forty-five days, so that the City can evaluate whether the data and calculations in CenterPoint's rate application are correctly done.

Therefore, ACM's Special Counsel, the law firm of Herrera & Boyle, PLLC (through Alfred R. Herrera) recommends that the City adopt a resolution suspending CenterPoint's proposed effective date for 45 days. Assuming a proposed effective date of May 30, 2016, CenterPoint's proposed effective date is suspended until July 14, 2016.

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 18, 2016

MEETING DATE: May 24, 2016

1. Agenda Item: CONSIDERATION, DISCUSSION AND POSSIBLE ACTION ON APPROVAL OF A RESOLUTION REGULARIZING THE CLASS FOR PLACE 6 ON THE BASTROP PARKS BOARD AND TREE ADVISORY COMMITTEE NOW OCCUPIED BY JOSH GORDON.

2. Party Making Request: **Mayor Kesselus**

3. Nature of Request: (Brief Overview) Attachments: Yes No

4. Policy Implication: _____

5. Budgeted: Yes No N/A
Bid Amount: _____ Budgeted Amount: _____
Under Budget: _____ Over Budget: _____
Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing:	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a)	_____	_____	_____	_____
b)	_____	_____	_____	_____
c)	_____	_____	_____	_____

8. Staff Recommendation:

9. Advisory Board: Approved Disapproved None

10. Manager's Recommendation: Approved Disapproved None

11. Motion Requested:

RESOLUTION NO. R-2016-18

A RESOLUTION OF THE CITY COUNCIL OF BASTROP, TEXAS, REGULARIZING THE CLASS FOR PLACE 6 ON THE BASTROP PARKS BOARD AND TREE ADVISORY COMMITTEE

WHEREAS, City Ordinances require staggered terms of three years for the nine places on the Parks Board and Tree Advisory Committee; and

WHEREAS, some City records indicate this term being in the class expiring 2016, 2019, etc.; and

WHEREAS, this appears incorrect and if it were changed to the class of places expiring 2017, 2020 etc. there would be three classes properly expiring to maintain the proper balance of three places expiring each year.

THEREFORE BE IT RESOLVED that Place 6 is hereby officially designated as one of the class expiring 2017, 2020 etc.

APPROVED:

Ken Kesselus, Mayor

ATTEST:

Ann Franklin, City Secretary

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 18, 2016
MEETING DATE: May 24, 2016

1. Agenda Item: **Discussion, consideration and possible action on the Final Plat for The Colony MUD 1D, Section 1, Phase A being +/-23.301 acres out of Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).**

2. Party Making Request: **Melissa McCollum, Director of Planning and Development**

3. Nature of Request: (Brief Overview) Attachments: Yes X No

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No _____ N/A
Bid Amount: _____ Budgeted Amount: _____
Under Budget: _____ Over Budget: _____
Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE
a) _____

8. Staff Recommendation: **Staff recommends approval of the Final Plat for The Colony MUD 1D, Section 1 Phase A being +/-23.301 acres out of the Manuel Bangs Survey A-5 within Area A of the Bastrop Texas, Extra Territorial Jurisdiction (ETJ).**

9. Advisory Board: _____ Recommended Approval _____ Disapproved _____ None

10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

11. Recommendation: **Approve the Final Plat for The Colony MUD 1D, Section 1 Phase A as submitted.**

City of Bastrop Agenda Information Sheet:



City Council Meeting Date:

May 24, 2016

Project Description:

Discussion, consideration and possible action on the Final Plat for The Colony MUD 1D, Section 1, Phase A being +/-23.301 acres out of Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).

Item Summary:

Owner/Applicant: Forestar Real Estate Group, Inc.
Location: Northeast of Sam Houston Boulevard
Utilities: The Colony MUD 1D Water and Wastewater and Bluebonnet Electric
Acres: Phase A consists of +/- 23.301 acres
Residential Lots: Phase A - 42 residential lots

Background:

This item represents a revision to the original Final Plat, which was previously approved by City Council on July 28, 2015 and was designed in accordance with the Colony MUD Consent Agreement (dated February, 2004). The applicant is requesting City Council approval to revise the plat to reflect the minimum building setback dimensions described in the First Amendment to the Colony MUD Consent Agreement, presumably approved by City Council on May 24, 2016.

This property is located within the Colony Municipal Utility District, north of State Highway 71. The applicant is proposing to develop raw land that will consist of 42 residential lots in Phase A and includes street, utility, and other pedestrian improvements.

The subdivision will be developed in accordance with the Colony MUD Consent Agreement (as amended). The Consent Agreement requires a Master Plan, a Traffic Impact Analysis, as well as development standards consistent with other applicable City standards and regulations.

Basis of Support:

City staff has reviewed the Final Plat and determined that it appears to comply with the applicable standards and requirements. The minimum lot sizes and building setbacks will meet or exceed the "COL-S" category defined in the Colony MUD Consent Agreement (as amended). A suitable emergency exit/construction haul road will be provided and maintained until alternate exit(s) are constructed with future sections.

Comments: Three (3) surrounding property owner notifications were mailed May 13, 2016. At this time we have received no responses.

Staff Recommendation:

Staff recommends approval of the Final Plat for The Colony MUD 1D, Section 1, Phase A being +/-23.301 acres out of the Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).

City Contact:

Melissa McCollum, Director of Planning and Development
Wesley Brandon, PE, City Engineer

Attachments:

Final Plat for Section1 Phase A

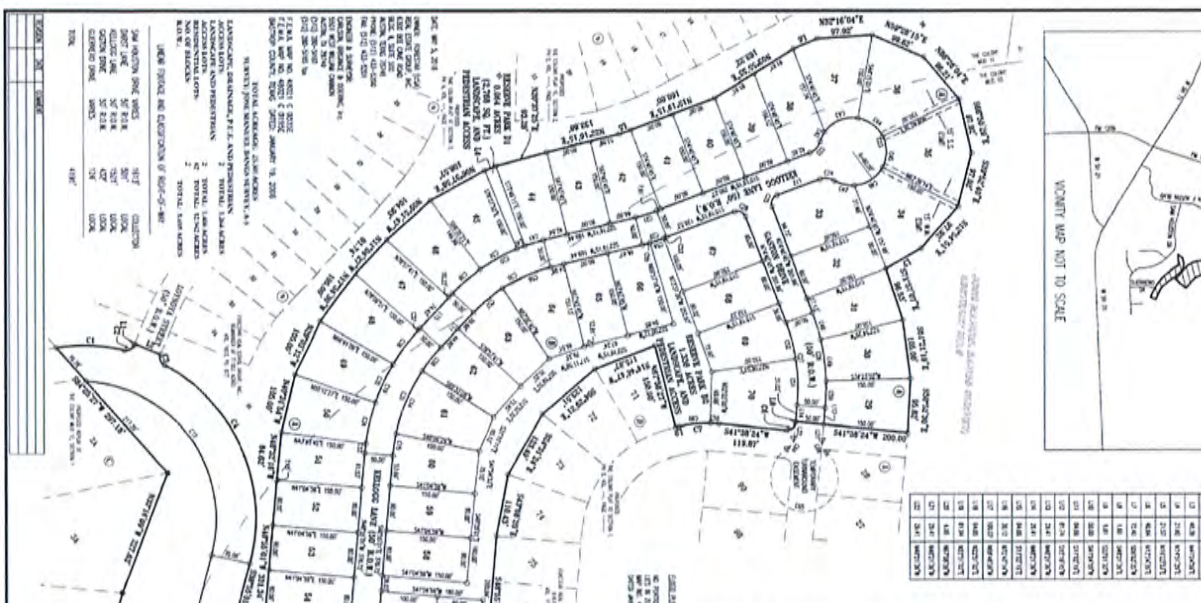


WARRANT MAP NOT TO SCALE

THE COLONY MUD ID SECTION 1 PHASE A

THE FINAL PLOT OF

Lot No.	Area (sq. ft.)
1	1,234
2	1,234
3	1,234
4	1,234
5	1,234
6	1,234
7	1,234
8	1,234
9	1,234
10	1,234
11	1,234
12	1,234
13	1,234
14	1,234
15	1,234
16	1,234
17	1,234
18	1,234
19	1,234
20	1,234
21	1,234
22	1,234
23	1,234
24	1,234
25	1,234
26	1,234
27	1,234
28	1,234
29	1,234
30	1,234
31	1,234
32	1,234
33	1,234
34	1,234
35	1,234
36	1,234
37	1,234
38	1,234
39	1,234
40	1,234
41	1,234
42	1,234
43	1,234
44	1,234
45	1,234
46	1,234
47	1,234
48	1,234
49	1,234
50	1,234
51	1,234
52	1,234
53	1,234
54	1,234
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65	1,234
66	1,234
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68	1,234
69	1,234
70	1,234
71	1,234
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73	1,234
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79	1,234
80	1,234
81	1,234
82	1,234
83	1,234
84	1,234
85	1,234
86	1,234
87	1,234
88	1,234
89	1,234
90	1,234
91	1,234
92	1,234
93	1,234
94	1,234
95	1,234
96	1,234
97	1,234
98	1,234
99	1,234
100	1,234



Lot No.	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
1	1,234	1,234	1,234	1,234
2	1,234	1,234	1,234	1,234
3	1,234	1,234	1,234	1,234
4	1,234	1,234	1,234	1,234
5	1,234	1,234	1,234	1,234
6	1,234	1,234	1,234	1,234
7	1,234	1,234	1,234	1,234
8	1,234	1,234	1,234	1,234
9	1,234	1,234	1,234	1,234
10	1,234	1,234	1,234	1,234
11	1,234	1,234	1,234	1,234
12	1,234	1,234	1,234	1,234
13	1,234	1,234	1,234	1,234
14	1,234	1,234	1,234	1,234
15	1,234	1,234	1,234	1,234
16	1,234	1,234	1,234	1,234
17	1,234	1,234	1,234	1,234
18	1,234	1,234	1,234	1,234
19	1,234	1,234	1,234	1,234
20	1,234	1,234	1,234	1,234
21	1,234	1,234	1,234	1,234
22	1,234	1,234	1,234	1,234
23	1,234	1,234	1,234	1,234
24	1,234	1,234	1,234	1,234
25	1,234	1,234	1,234	1,234
26	1,234	1,234	1,234	1,234
27	1,234	1,234	1,234	1,234
28	1,234	1,234	1,234	1,234
29	1,234	1,234	1,234	1,234
30	1,234	1,234	1,234	1,234
31	1,234	1,234	1,234	1,234
32	1,234	1,234	1,234	1,234
33	1,234	1,234	1,234	1,234
34	1,234	1,234	1,234	1,234
35	1,234	1,234	1,234	1,234
36	1,234	1,234	1,234	1,234
37	1,234	1,234	1,234	1,234
38	1,234	1,234	1,234	1,234
39	1,234	1,234	1,234	1,234
40	1,234	1,234	1,234	1,234
41	1,234	1,234	1,234	1,234
42	1,234	1,234	1,234	1,234
43	1,234	1,234	1,234	1,234
44	1,234	1,234	1,234	1,234
45	1,234	1,234	1,234	1,234
46	1,234	1,234	1,234	1,234
47	1,234	1,234	1,234	1,234
48	1,234	1,234	1,234	1,234
49	1,234	1,234	1,234	1,234
50	1,234	1,234	1,234	1,234
51	1,234	1,234	1,234	1,234
52	1,234	1,234	1,234	1,234
53	1,234	1,234	1,234	1,234
54	1,234	1,234	1,234	1,234
55	1,234	1,234	1,234	1,234
56	1,234	1,234	1,234	1,234
57	1,234	1,234	1,234	1,234
58	1,234	1,234	1,234	1,234
59	1,234	1,234	1,234	1,234
60	1,234	1,234	1,234	1,234
61	1,234	1,234	1,234	1,234
62	1,234	1,234	1,234	1,234
63	1,234	1,234	1,234	1,234
64	1,234	1,234	1,234	1,234
65	1,234	1,234	1,234	1,234
66	1,234	1,234	1,234	1,234
67	1,234	1,234	1,234	1,234
68	1,234	1,234	1,234	1,234
69	1,234	1,234	1,234	1,234
70	1,234	1,234	1,234	1,234
71	1,234	1,234	1,234	1,234
72	1,234	1,234	1,234	1,234
73	1,234	1,234	1,234	1,234
74	1,234	1,234	1,234	1,234
75	1,234	1,234	1,234	1,234
76	1,234	1,234	1,234	1,234
77	1,234	1,234	1,234	1,234
78	1,234	1,234	1,234	1,234
79	1,234	1,234	1,234	1,234
80	1,234	1,234	1,234	1,234
81	1,234	1,234	1,234	1,234
82	1,234	1,234	1,234	1,234
83	1,234	1,234	1,234	1,234
84	1,234	1,234	1,234	1,234
85	1,234	1,234	1,234	1,234
86	1,234	1,234	1,234	1,234
87	1,234	1,234	1,234	1,234
88	1,234	1,234	1,234	1,234
89	1,234	1,234	1,234	1,234
90	1,234	1,234	1,234	1,234
91	1,234	1,234	1,234	1,234
92	1,234	1,234	1,234	1,234
93	1,234	1,234	1,234	1,234
94	1,234	1,234	1,234	1,234
95	1,234	1,234	1,234	1,234
96	1,234	1,234	1,234	1,234
97	1,234	1,234	1,234	1,234
98	1,234	1,234	1,234	1,234
99	1,234	1,234	1,234	1,234
100	1,234	1,234	1,234	1,234

SECTION 1

THESE ARE THE FINAL PLATS FOR THE COLONY MUD ID SECTION 1 PHASE A, showing the layout of the lots, easements, and other features. The lots are numbered 1 through 100. The easements are shown as dashed lines. The other features are shown as solid lines. The plat is subject to the provisions of the relevant laws and regulations.

SECTION 2

THESE ARE THE FINAL PLATS FOR THE COLONY MUD ID SECTION 1 PHASE A, showing the layout of the lots, easements, and other features. The lots are numbered 1 through 100. The easements are shown as dashed lines. The other features are shown as solid lines. The plat is subject to the provisions of the relevant laws and regulations.

SECTION 3

THESE ARE THE FINAL PLATS FOR THE COLONY MUD ID SECTION 1 PHASE A, showing the layout of the lots, easements, and other features. The lots are numbered 1 through 100. The easements are shown as dashed lines. The other features are shown as solid lines. The plat is subject to the provisions of the relevant laws and regulations.

LEGEND

- 1. DASHED LINE
- 2. SOLID LINE
- 3. DOTTED LINE
- 4. THICK SOLID LINE
- 5. THIN SOLID LINE
- 6. THIN DOTTED LINE
- 7. THIN DASHED LINE
- 8. THIN SOLID LINE WITH DOTS
- 9. THIN SOLID LINE WITH DASHES
- 10. THIN SOLID LINE WITH DOTS AND DASHES
- 11. THIN SOLID LINE WITH DOTS AND DASHES AND DOTS
- 12. THIN SOLID LINE WITH DOTS AND DASHES AND DOTS AND DASHES
- 13. THIN SOLID LINE WITH DOTS AND DASHES AND DOTS AND DASHES AND DOTS
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- 17. THIN SOLID LINE WITH DOTS AND DASHES AND DOTS AND DASHES AND DOTS AND DASHES AND DOTS AND DASHES AND DOTS AND DASHES AND DOTS AND DASHES AND DOTS
- 18. THIN SOLID LINE WITH DOTS AND DASHES AND DOTS AND DASHES AND DOTS AND DASHES AND DOTS AND DASHES AND DOTS AND DASHES AND DOTS AND DASHES AND DOTS AND DASHES AND DOTS
- 19. THIN SOLID LINE WITH DOTS AND DASHES AND DOTS AND DASHES AND DOTS AND DASHES AND DOTS AND DASHES AND DOTS AND DASHES AND DOTS AND DASHES AND DOTS AND DASHES AND DOTS AND DASHES AND DOTS
- 20. THIN SOLID LINE WITH DOTS AND DASHES AND DOTS AND DASHES AND DOTS AND DASHES AND DOTS AND DASHES AND DOTS AND DASHES AND DOTS AND DASHES AND DOTS AND DASHES AND DOTS AND DASHES AND DOTS AND DASHES AND DOTS

GRAPHIC SCALE

1" = 100'

0 100 200 300 400 500 600 700 800 900 1000

Carlson, Briggance & Dwyer, Inc.

Professional Surveyors

1000 North Main Street, Suite 100, Littleton, CO 80120

Phone: (303) 741-1111

FAX: (303) 741-1112

WWW: www.carlsonbriggance.com

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 18, 2016

MEETING DATE: May 24, 2016

1. Agenda Item: **Discussion, consideration and possible action on the Final Plat for The Colony MUD 1D, Section 1, Phase B being +/- 30.654 acres out of the Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).**

2. Party Making Request: **Melissa McCollum, Director of Planning and Development**

3. Nature of Request: (Brief Overview) Attachments: Yes No

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No _____ N/A
Bid Amount: _____ Budgeted Amount: _____
Under Budget: _____ Over Budget: _____
Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE
a) _____

8. Staff Recommendation: **Staff recommends approval of the Final Plat for The Colony MUD 1D, Section 1, Phase B being +/- 30.654 acres out of the Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).**

9. Advisory Board: ___ Recommended Approval ___ Disapproved ___ None

10. Manager's Recommendation: ___ Approved ___ Disapproved ___ None

11. Recommendation: **Approve the Final Plat for The Colony MUD 1D, Section 1 Phase B as submitted.**

City of Bastrop Agenda Information Sheet:



City Council Meeting Date:

May 24, 2016

Project Description:

Discussion, consideration and possible action on the Final Plat for the Colony MUD 1D, Section 1, Phase B being +/- 30.654 acres out of Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).

Item Summary:

Owner/Applicant: Forestar Real Estate Group, Inc.
Location: Northeast of Sam Houston Boulevard
Utilities: The Colony MUD 1D Water and Wastewater and Bluebonnet Electric
Acres: Phase B consists of +/-30.654 acres
Residential Lots: Phase B - 57 residential lots

Background:

This item represents a revision to the original Final Plat, which was previously approved by City Council on July 28, 2015 and was designed in accordance with the Colony MUD Consent Agreement (dated February, 2004). The applicant is requesting City Council approval to revise the plat to reflect the minimum building setback dimensions described in the First Amendment to the Colony MUD Consent Agreement, presumably approved by City Council on May 24, 2016.

This property is located within the Colony Municipal Utility Subdivision north of State Highway 71. The applicant is proposing to develop raw land that will consist of 57 residential lots in Phase B and includes street, utility and other pedestrian improvements.

The subdivision will be developed in accordance with the Colony MUD Consent Agreement (as amended). The Consent Agreement requires a Master Plan, a Traffic Impact Analysis, as well as development standards consistent with other applicable City standards and regulations.

Basis of Support:

City staff has reviewed the Final Plat and determined that it appears to comply with the applicable standards and requirements. The minimum lot sizes and building setbacks will meet or exceed the "COL-S" category defined in the Colony MUD Consent Agreement (as amended). A suitable emergency exit/construction haul road will be provided and maintained until alternate exit(s) are constructed with future sections.

Comments: Seven (7) surrounding property owner notifications were mailed May 13, 2016. At this time we have received no responses.

Staff Recommendation:

Staff recommends approval of the Final Plat for The Colony MUD 1D, Section 1, Phase B being +/- 30.654 acres out of Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).

City Contact:

Melisa McCollum, Director of Planning and Development
Wesley Brandon, PE, City Engineer

Attachments:

Final Plat for Section 1, Phase B

City of Bastrop Agenda Information Sheet:



City Council Meeting Date:

May 24, 2016

Project Description:

Discussion, consideration and possible action on the Final Plat for The Colony MUD 1E, Section 2, Phase A being +/-15.626 acres out of Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).

Item Summary:

Owner/Applicant: Forestar Real Estate Group, Inc.
Location: North of Sam Houston Boulevard
Utilities: The Colony MUD 1D Water and Wastewater and Bluebonnet Electric
Acres: Phase A consists of +/-15.626
Residential Lots: Phase A – 33 residential lots

Background:

This item represents a revision to the original Final Plat, which was previously approved by City Council on July 28, 2015 and was designed in accordance with the Colony MUD Consent Agreement (dated February, 2004). The applicant is requesting City Council approval to revise the plat to reflect the minimum building setback dimensions described in the First Amendment to the Colony MUD Consent Agreement, presumably approved by City Council on May 24, 2016.

This property is located within the Colony Municipal Utility District, north of State Highway 71. The applicant is proposing to develop raw land that will consist of 33 residential lots in Phase A and includes street, utility, and other pedestrian improvements.

The subdivision will be developed in accordance with the Colony MUD Consent Agreement (as amended). The Consent Agreement requires a Master Plan, a Traffic Impact Analysis, as well as development standards consistent with other applicable City standards and regulations.

Basis of Support:

City staff has reviewed the Final Plat and determined that it appears to comply with the applicable standards and requirements. The minimum lot sizes and building setbacks will meet or exceed the "COL-G" category defined in the Colony MUD Consent Agreement (as amended). A suitable emergency exit/construction haul road will be provided and maintained until alternate exit(s) are constructed with future sections.

Comments: Twelve (12) surrounding property owner notifications were mailed May 13, 2016. At this time we have received any responses.

Staff Recommendation:

Staff recommends approval of the Final Plat for The Colony MUD 1E, Section 2 Phase A being +/-15.626 acres out of the Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).

City Contact:

Melissa McCollum, Director of Planning and Development
Wesley Brandon, PE, City Engineer

Attachments:

Final Plat for Section 2 Phase A

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 18, 2016

MEETING DATE: May 24, 2016

1. Agenda Item: **Discussion, consideration and possible action on the Final Plat for The Colony MUD 1E, Section 2, Phase B being +/-23.918 acres out of the Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).**

2. Party Making Request: **Melissa McCollum, Director of Planning and Development**

3. Nature of Request: (Brief Overview) Attachments: Yes X No _____

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No N/A
Bid Amount: _____ Budgeted Amount: _____
Under Budget: _____ Over Budget: _____
Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE
a) _____

8. Staff Recommendation: **Staff recommends approval of the Final Plat for The Colony MUD 1E, Section 2, Phase B being +/-23.918 acres out of the Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).**

9. Advisory Board: _____ Recommended Approval _____ Disapproved _____ None

10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

11. Recommendation: **Approve the Final Plat for The Colony MUD 1E, Section 2 Phase B as submitted.**

City of Bastrop Agenda Information Sheet:



City Council Meeting Date:

May 24, 2016

Project Description:

Discussion, consideration and possible action on the Final Plat f for The Colony MUD 1E, Section 2, Phase B being +/-23.918 acres out of Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).

Item Summary:

Owner/Applicant: Forestar Real Estate Group, Inc.
Location: North of Sam Houston Boulevard
Utilities: The Colony MUD 1D Water and Wastewater and Bluebonnet Electric
Acres: Phase B consists of 23.910 acres
Residential Lots: Phase B – 59 residential lots

Background:

This item represents a revision to the original Final Plat, which was previously approved by City Council on July 28, 2015 and was designed in accordance with the Colony MUD Consent Agreement (dated February, 2004). The applicant is requesting City Council approval to revise the plat to reflect the minimum building setback dimensions described in the First Amendment to the Colony MUD Consent Agreement, presumably approved by City Council on May 24, 2016.

This property is located within the Colony Municipal Utility District, north of State Highway 71. The applicant is proposing to develop raw land that will consist of 59 residential lots in Phase B and includes street, utility, and other pedestrian improvements.

The subdivision will be developed in accordance with the Colony MUD Consent Agreement (as amended). The Consent Agreement requires a Master Plan, a Traffic Impact Analysis, as well as development standards consistent with other applicable City standards and regulations.

Basis of Support:

City staff has reviewed the Final Plat and determined that it appears to comply with the applicable standards and requirements. The minimum lot sizes and building setbacks will meet or exceed the "COL-G" category defined in the Colony MUD Consent Agreement (as amended). A suitable emergency exit/construction haul road will be provided and maintained until alternate exit(s) are constructed with future sections.

Comments: Twelve (12) surrounding property owner notifications were mailed May 13, 2016. At this time we have not received any responses.

Staff Recommendation:

Staff recommends approval of the Final Plat for The Colony MUD 1E, Section 2 Phase B being +/-23.918 acres out of the Manuel Bangs Survey A-5 within Area A of the Bastrop, Texas, Extra Territorial Jurisdiction (ETJ).

City Contact:

Melissa McCollum, Director of Planning and Development
Wesley Brandon, PE, City Engineer

Attachments:

Final Plat for Section 2, Phase B

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 19, 2016

MEETING DATE: May 24, 2016

1. Agenda Item: CONSIDERATION, DISCUSSION AND POSSIBLE ACTION CONCERNING THE APPROVAL OF A RESOLUTION BY CITY OF BASTROP AUTHORIZING A TAX SALE FOR FARM LOT 13, E.M.ST., +/- 0.285 OR 2012 HILL STREET.

2. Party Making Request: Michael H. Talbot

3. Nature of Request: (Brief Overview) Attachments: Yes X No _____
Attached is a "Resolution" for consideration by the City Council which will the "Taxing Entities" to donate the attached lot to "Habitat for Humanity".

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No _____ N/A
Bid Amount: _____ Budgeted Amount: _____
Under Budget: _____ Over Budget: _____
Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE
a) _____
b) _____
c) _____

8. Staff Recommendation:

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

11. Proposed Motion: _____

RESOLUTION AUTHORIZING TAX RESALE

WHEREAS, the Bastrop Independent School District and the County of Bastrop (“Districts”) have acquired title in trust for themselves, the Bastrop County Education District and the City of Bastrop in the properties shown on the attached Disbursement Sheet in Bastrop County through delinquent tax sales;

WHEREAS, the Sheriff has attempted to sell these items with the minimum bid for the properties being the delinquent taxes, penalty and interest due to the above mentioned entities;

WHEREAS, the Sheriff did not receive the minimum bid for properties;

WHEREAS, Chapters 31 and 34 of the Texas Property tax Code authorize the resale of those properties for less than the minimum bid;

WHEREAS, bids have been received in the amounts as shown on the attached Disbursement Sheet;

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

- 1.) The County Judge, Bastrop County, Texas, is hereby authorized to execute any documents required to convey the properties which are held in trust by the Bastrop Independent School District and/or the County of Bastrop and the City of Bastrop will share pro rata in the proceeds from the sale.

Passed and Approved this _____ day of _____, 2016.

Mayor, City of Bastrop

ATTEST:

Secretary

Resolution Disbursement June 2016

Cause Number	Tax Account Number	Check Payable to:	Check Payable to:	TOTAL	NOTES
9784	R66285	Ad Valorem Taxes	to: Sarah Loucks, Bastrop County District Clerk	\$0.00	
				\$0.00	
TOTALS		\$0.00	\$0.00	\$0.00	Habitat for Humanity

Current Owner	Legal Description	Exemptions	Market
BASTROP COUNTY TRUSTEE (00032913) P O BOX 579 BASTROP, TX 78602	FARM LOT 13, E.M.ST, ACRES 0.285		Unavailable
		Entitles C04, G01, RD1, S04	Assessed Unavailable

Situs Address

2012 HILL ST
BASTROP, TX 78602

Sales

Date	Volume	Page	Seller Name
04/01/2014	2312	419	BIZZELL, VICTORIA P
08/24/1994	722	145	LOCKHART STATE BANK
02/12/1987	450	731	MEYER, DAVID L

	History Information			
	2015	2014	2013	2012
Imp HS	\$0	\$0	\$0	\$0
Imp NHS	\$0	\$0	\$0	\$0
Land HS	\$0	\$0	\$0	\$0
Land NHS	\$14,963	\$14,963	\$14,963	\$14,963
Ag Mkt	\$0	\$0	\$0	\$0
Ag Use	\$0	\$0	\$0	\$0
Tim Mkt	\$0	\$0	\$0	\$0
Tim Use	\$0	\$0	\$0	\$0
HS Cap	-	-	-	-
Assessed	\$14,963	\$14,963	\$14,963	\$14,963

Building Attributes

Construction	Foundation	Exterior	Interior	Roof	Flooring
Heat/VAC	Baths	Fireplace	Year Built	Rooms	Bedrooms

Land Segments

SPTB Description	Area	Market	Ag Value
C1 Residential	0.28500		

Type Description

Area

Improvements

Year Built

Eff Year

Value

