



Planning Application

Select your Plan*

Subdivision

- Amending Plat
- Minor Plat
- Replat
 - Residential
 - Non-Residential
- Short Form Final Plat
- Preliminary Plat
- Final Plat
- Plat Vacation

Zoning & Development

- Zoning Map Amendment (Rezone)
- New Planned Development (PD)
- Site Development Plan
 - Amendment
- Zoning Variance
- Site Development Plan
- Conditional Use Permit (CUP)
- Site Work (On-Site Infrastructure)

Other

- Abandonment – Easement
- Abandonment – ROW
- License to Encroach
 - ROW
 - Easement
- Nonconforming Structure
- Nonconforming Use
- Planning Appeal
- Voluntary Annexation

- Public Improvement Construction Plans
- Subdivision Variance

- New Agreement: _____
- Alternative Plan: _____
- Agreement/PD Amendment

- Land Disturbance
- Work in the ROW

*See associated checklists to ensure a complete submittal.

Project Information

Project Name (if any): Old Bastrop Museum

Project Address: 702 Main St BCAD Property ID: R55931

Legal Description: Baham Interests Subdivision LOT 2 .227

Land Use Category (what is the property being used for now?): NHO

Existing Zoning District: NHO Proposed Zoning District (If rezoning): _____

Name of Overarching Regulation (PD, MUD, DA, etc.): _____

Total Acreage: 2.27 Total Lots: 1

Acreage Not Designated as Lots: _____ Lots Subject to Parkland Fee: _____

Property Owner

Name/Entity/Trustee: Baham Interest Limited Partnership

Address: 407 1/2 Laurel Dr Friendswood, TX 77546

Phone Number: (281) 687-7346 E-mail Address david@darask.com





Planning Application

Applicant

Name: Lenny Adams Role (i.e. developer, agent, etc.): Owner Rep
 Company Name: Baham Interest Limited Partnership
 Address: 250 Johnson Rd Bastrop, TX 78602
 Phone Number: (512) 308-7407 E-mail Address lenny@darask.com

Additional Contact (Optional)

Name: _____ Role (i.e. engineer, architect, etc.): _____
 Company Name: _____
 Address: _____
 Phone Number: _____ E-mail Address _____

The applicant certifies that the facts stated herein and exhibits attached hereto are true, correct, and complete. **If this application is filed by anyone other than the property owner, an Agent Authorization form signed by all property owners must accompany this application.** Signature below also authorizes the City of Bastrop and its agents to visit and inspect the property for which this application is being submitted.

 OWNERS REP 8/16/2019
 Signature and Title _____ Date _____

Staff Use Only

Received By: _____ Date: _____
 Fees Paid \$ _____
 Comments: _____
 Administratively Complete Date: _____
 Paper: _____ Prop. Owner Notification: _____ P&Z: _____ City Council: _____



License to Encroach Checklist

A. Process Overview

Right-of-Way (ROW) Encroachment

1. Complete Submittal Package, which includes Paper Application, all items on the Submittal Package Checklist, and all items on the Survey Checklist, and Digital Submittal
 - a. Incomplete submittals will not be accepted
2. Staff review, with comments issued as needed
3. City Council consideration (by Resolution)

Easement Encroachment

1. Complete Submittal Package, which includes Paper Application, all items on the Submittal Package Checklist, and all items on the Survey Checklist, and Digital Submittal
 - a. Incomplete submittals will not be accepted
2. Staff review, with comments issued as needed
3. Project Approval

B. General Notes

- A License to Encroach permit is required for the following to be allowed in the public right-of-way (ROW) or another Easement:
 - Flatwork (parking, privately maintained sidewalks, other concrete work)
 - Private street lights
 - Signage
 - Awnings
 - Any other structure or improvement not covered above

C. Submittal Package Checklist Items

All of the following items must be included with the submittal. If any of the items are not included, the submittal will not be accepted.

Staff	Applicant	Item
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed and signed Application
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Agent Authorization Form if someone other than the property owner is submitting the Application. If not applicable, check this box: <input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Project Description Letter detailing the proposed work
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Exhibit 1: Survey with metes and bounds description highlighting the subject property and encroachment into the ROW or easement and relation to the public infrastructure – See requirements in Section D. below
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Utility Providers Release signature page signed by all applicable stakeholders
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copy of deed showing current ownership
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copy of current statement of account showing taxes have been paid
<input type="checkbox"/>	<input type="checkbox"/>	Digital Submittal – See requirements in Section E. below
<input type="checkbox"/>	<input type="checkbox"/>	License to Encroach Fee (Cash, Check, Visa or Mastercard accepted)



Owner's Agent Authorization

Property Owner's Information

Owner's Name(s): Baham Interests Limited Partnership
Property Address(s): 702 & 704 Main St Bastrop, TX 78602
Owner's Email Address: kazem@darask.com
Owner's Phone Number: () (713)539-5322

The individuals listed below are hereby authorized to apply for, sign for, and conduct business for permits, plan, and/or other legal documents with the City of Bastrop Planning and Development Department on behalf of the above identified property owner(s).

The City of Bastrop Planning and Development Department may retain a copy of this form for our records and maintain a file as a courtesy. The form with the most recent date shall supersede all previous authorizations on file and **remain in effect for one (1) year, or until a new form is filed by the property owners, whichever is shorter.**

All signatories understand that it is the property owner's responsibility to provide a copy of this form every time they would like to add or remove authorized agents, and that this form expires one (1) year after it is signed. The property owner's signature designates the agent as the official contact person for projects and the single point of contact. All correspondence and communication will be conducted with the agent.

Print full name(s) and title(s) of authorized agent(s):

1. Lenny Adams - Owners Rep
2. _____


Signature(s) of Property Owner(s)

8-16-19
Date

Signature(s) of Property Owner(s)

Date


Signature(s) of Agent(s)

8-16-19
Date

Signature(s) of Agent(s)

Date

702 Main St – Project Description Letter

Address: Old Bastrop Museum
702 Main St
Bastrop, TX 78602

Owner: Baham Limited Interests LLC
407 ½ Laurel Dr
Friendswood, TX 77546

Subject: Certificate of Occupancy for 704 Main St

1. August 18th 2015 - Pre-Plan Review Approval
2. December 13th 2016 - Site Development & Building Permit Released
3. January 21st 2019 - Project Completed & Approved
4. August 15th 2019 – Made aware of License to Encroach paperwork
5. August 21st 2019 – License to Encroach paperwork submitted to C.O.B.

Project Description:

Old museum was renovated into 3 separate retail spaces along with 1 apartment. The City of Bastrop required parking to be installed. These items were approved by the City of Bastrop to be installed in the Right Of Way:

6 Angled parking spaces (inspected & approved by COB)
5' Sidewalk (inspected & approved by Public Works)
Irrigation Backflow Preventer (inspected & approved by COB)
1 Sewer Connection Cleanout
4 Water Meter Connections
All power lines are overhead
All telecom lines are located overhead
Utility Easement Granted (2016)

Exhibits Attached:

1. Exhibit 1 - AsBuilt Plan showing locations of all above listed items located in R.O.W.
2. Exhibit 2 - C1.0 – C6.2 Site Plan for civil drawings
3. Exhibit 3 – Utility Easement (August 2016)



Utility Providers' Release

I, THE UNDERSIGNED, (Utility/Owner/Director) in the City of Bastrop, certify that I have carefully considered the Application to Release a Utility Easement or License to Encroach from the standpoint of present and future needs of the Utility/City of Bastrop with respect to utilities, and I see no objection to the requested release of the Public Utility Easement or License to Encroach.

Property Address or Legal Description: 702 MAIN ST

If served by City of Bastrop:

Signed: _____
Authorized Agent for Public Works

Signed: _____ *EASEMENT GRANTED
AUGUST 2016*
Authorized Agent for Bastrop Power and Light

If served by other providers:

Signed: N/A
Authorized Agent for Aqua Water Supply Corp.

Signed: N/A
Authorized Agent for Bluebonnet Electric

Signed: N/A
Authorized Agent for Bastrop County WCID #2

If these providers are in the area:

Signed: N/A
Authorized Agent for Centerpoint Energy

Signed: _____ *NEEDS ENCROACHMENT
GRANTED*
Authorized Agent for AT&T

Signed: _____ *NEEDS ENCROACHMENT
GRANTED*
Authorized Agent for Time Warner Cable / Spectrum

Bastrop CAD

Property Search > 55931 BAHAM INTEREST LIMITED PARTNERSHIP for Year 2019

Tax Year:

Property

Account

Property ID:	55931	Legal Description:	Baham Interests Subdivision LOT 2 .227
Geographic ID:	R55931	Zoning:	
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

Location

Address:	702 MAIN ST, SUITE 101 BASTROP, TX 78602	Mapsco:	
Neighborhood:	COMMERCIAL PROPERTIES	Map ID:	
Neighborhood CD:	NBHD0313		

Owner

Name:	BAHAM INTEREST LIMITED PARTNERSHIP	Owner ID:	762104
Mailing Address:	4071/2 LAUREL DR FRIENDSWOOD, TX 77546	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$470,563	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$127,161	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$597,724	
(-) Ag or Timber Use Value Reduction:	-	\$0	

(=) Appraised Value:	=	\$597,724	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$597,724	

Taxing Jurisdiction

Owner: BAHAM INTEREST LIMITED PARTNERSHIP
 % Ownership: 100.000000000000%
 Total Value: \$597,724

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
C04	CITY OF BASTROP	0.564000	\$597,724	\$597,724	\$3,371.16
CAD	APPRAISAL DISTRICT	0.000000	\$597,724	\$597,724	\$0.00
G01	BASTROP COUNTY	0.474900	\$597,724	\$597,724	\$2,838.59
RD1	COUNTY ROAD	0.105000	\$597,724	\$597,724	\$627.61
S04	BASTROP ISD	1.441000	\$597,724	\$597,724	\$8,613.20
Total Tax Rate:		2.584900			
Taxes w/Current Exemptions:					\$15,450.56
Taxes w/o Exemptions:					\$15,450.57

Improvement / Building

Improvement #1: COMMERCIAL State Code: F1 Living Area: 3873.0 sqft Value: \$371,293

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
COMMERCIAL	COMMERCIAL	POM - 2		2017	3873.0
CANOPY	COVERED PORCH/CANOPY	CNS2		2017	432.0
CANOPY	COVERED PORCH/CANOPY	CNS2		2017	264.0
CANOPY	COVERED PORCH/CANOPY	CNS2		2017	18.0
CANOPY	COVERED PORCH/CANOPY	CNS2		2017	36.0
PAVING	CONCRETE WALKS/PAVING	PVC		2017	2521.0

Improvement #2: COMMERCIAL State Code: F1 Living Area: 1056.0 sqft Value: \$99,270

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
COMMERCIAL	COMMERCIAL	POM - 2	Stucco	2017	1056.0
CANOPY	COVERED PORCH/CANOPY	CNS2		2017	264.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	C	COMMERCIAL	0.2270	9888.12	0.00	0.00	\$127,161	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2020	N/A	N/A	N/A	N/A	N/A	N/A
2019	\$470,563	\$127,161	0	597,724	\$0	\$597,724
2018	\$500,338	\$45,400	0	545,738	\$0	\$545,738

2017	\$180,189	\$45,400	0	225,589	\$0	\$225,589
2016	\$184,835	\$153,400	0	338,235	\$0	\$338,235
2015	\$184,835	\$153,400	0	338,235	\$0	\$338,235
2014	\$184,835	\$115,050	0	299,885	\$0	\$299,885
2013	\$184,835	\$345,150	0	529,985	\$0	\$529,985
2012	\$144,526	\$114,975	0	259,501	\$0	\$259,501
2011	\$54,232	\$114,975	0	169,207	\$0	\$169,207
2010	\$54,232	\$114,975	0	169,207	\$0	\$169,207
2009	\$54,232	\$114,975	0	169,207	\$0	\$169,207
2008	\$43,858	\$114,975	0	158,833	\$0	\$158,833
2007	\$40,159	\$61,320	0	101,479	\$0	\$101,479

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	5/3/2013	WD	WARRANTY DEED	BASTROP COUNTY HISTORICAL SOCIETY AND MUSEUM	BAHAM INTEREST LIMITED PARTNERSHIP	2230	284	0

Tax Due

Property Tax Information as of 08/20/2019

Amount Due if Paid on: 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (512) 303-1930

AS-BUILTS
9/11/2017
Baham LLC
407 1/2 Laurel Dr
Friendswood, TX
77546
702 Main
Bastrop TX 78602

Old Bastrop Museum Remodel

REV3
PCM3
5/11
REV DATE
LDA
SHEET
Site Plan





GESSNER ENGINEERING
 CHESAIRE CLINE
 2530 Ashford Drive
 Suite 407
 Colleyville, Texas 77340
 817-392-8800
 www.gessner-engineering.com

PLAN | DESIGN | VERIFY

PERMITS REGISTRATION NUMBER:
 TYPE & NUMBER: P-13131313

COLLEGE STATION: 977 625 4800
WICHITA: 978 626 6865
HARTSMAN: 817 456 0774
HOUSTON: 281 554 4224



PERMIT

OLD BASTROP MUSEUM REMODEL
702 MAIN ST.
BASTROP, TX

DIMENSION CONTROL PLAN

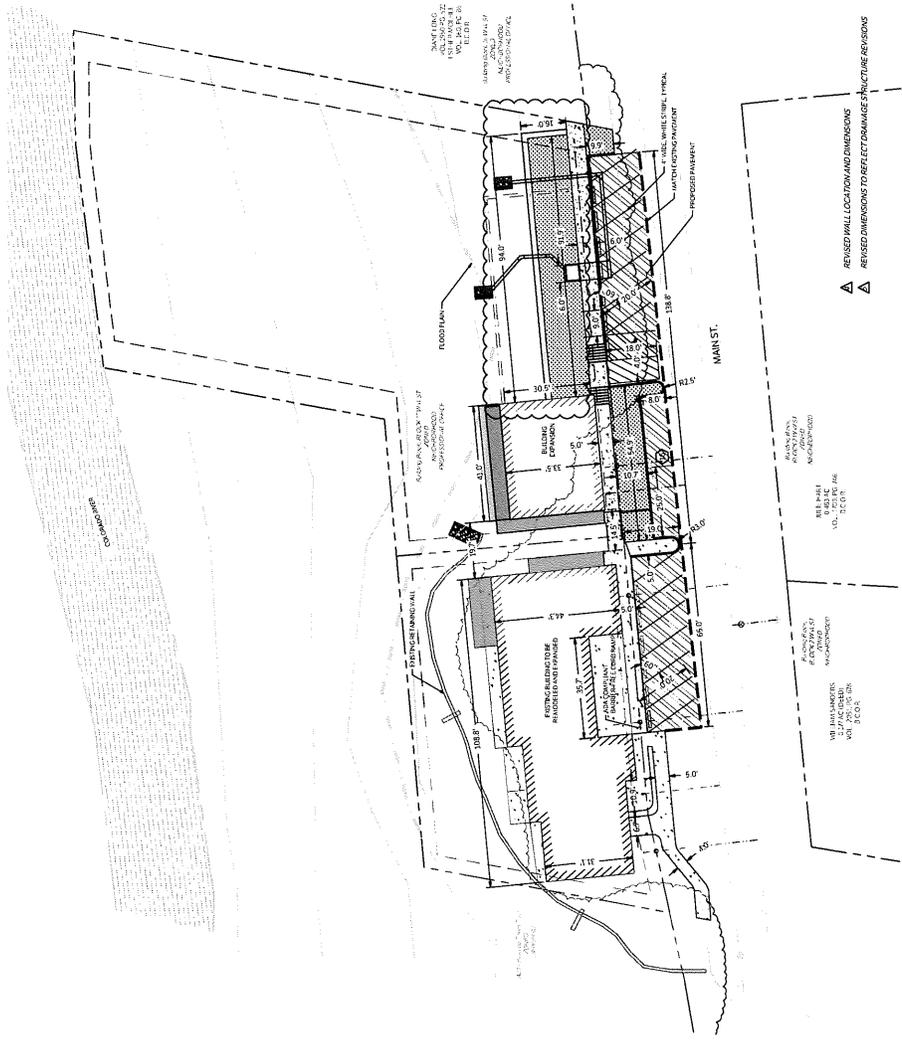
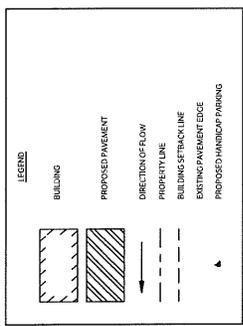
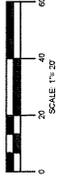
Date: 07/20/2018
 Drawn By: JMM
 Checked By: RKH
 Project Number: 15-0364

Revisions:

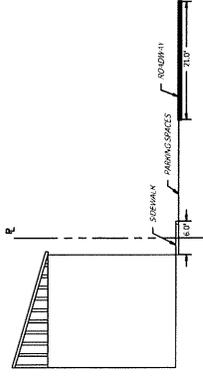
▲ CITY-CALLS 08/22/18
 ▲ CITY-CALLS 09/24/18
 ▲ COMMERCIAL INSURANCE
 ▲ COMMERCIAL INSURANCE
 ▲ CITY-CALLS 09/28/18
 ▲ CITY-CALLS 09/28/18

C2.0

TO LOCATE EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



- DIMENSION CONTROL NOTES:**
- 1) THE CONTRACTOR MAY OBTAIN AN ELECTRONIC COPY OF PROJECT PLANS FOR CONSTRUCTION PURPOSES, WITH THE PERMISSION OF THE OWNER. THE ELECTRONIC FILE AND INFORMATION GENERATED BY GESSNER ENGINEERING FOR THIS PROJECT IS THE PROPERTY OF GESSNER ENGINEERING. THE MATERIAL IS INTENDED FOR USE BY THE RECIPIENT NAMED ONLY. THE RECIPIENT AGREES TO HOLD GESSNER ENGINEERING HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE INCURRED BY GESSNER ENGINEERING AS A RESULT OF THE RECIPIENT'S USE OF THE ELECTRONIC DATA. THE RECIPIENT ALSO AGREES TO HOLD GESSNER ENGINEERING HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE INCURRED BY GESSNER ENGINEERING AS A RESULT OF THE RECIPIENT'S USE OF THE ELECTRONIC DATA. THE RECIPIENT ALSO AGREES TO HOLD GESSNER ENGINEERING HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE INCURRED BY GESSNER ENGINEERING AS A RESULT OF THE RECIPIENT'S USE OF THE ELECTRONIC DATA. THE RECIPIENT ALSO AGREES TO HOLD GESSNER ENGINEERING HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE INCURRED BY GESSNER ENGINEERING AS A RESULT OF THE RECIPIENT'S USE OF THE ELECTRONIC DATA.
 - 2) ALL DIMENSIONS SHOWN ARE TO BE USED IN CONJUNCTION WITH THE CLASIS FOR LOCATING ALL IMPROVEMENTS AND SHALL BE USED TO LOCATE ALL UTILITIES PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 - 3) UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE TO BACK OF CURB.
 - 4) REFER TO ARCHITECTURAL PLANS FOR DETAILED BUILDING DIMENSIONS.
 - 5) ALL PARKING SPACES SHOWN ARE 9'X18' UNLESS NOTED OTHERWISE.
 - 6) ALL DIMENSIONS SHOWN ARE IN 2-DIMENSIONAL SPACE.



▲ REVISOR WALL LOCATION AND DIMENSIONS TO REFLECT DAMAGE STRUCTURE REVISIONS



GESSNER ENGINEERING
 Corporate Office
 2503 Ashland Drive
 Suite 102
 Dallas, Texas 75247
 www.gessnereng.com

PROJECT INFORMATION:
 TYPE: GRADING PLAN
 PROJECT NUMBER: 15-0384
 COLLECTOR: JRM
 DATE: 07/20/2018
 DRAWN BY: JRM
 CHECKED BY: KRM
 PROJECT NUMBER: 15-0384



PERMIT

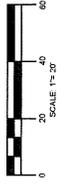
OLD BASTROP MUSEUM REMODEL
702 MAIN ST.
BASTROP, TX

GRADING PLAN

Date: 07/20/2018
 Drawn By: JRM
 Checked By: KRM
 Project Number: 15-0384

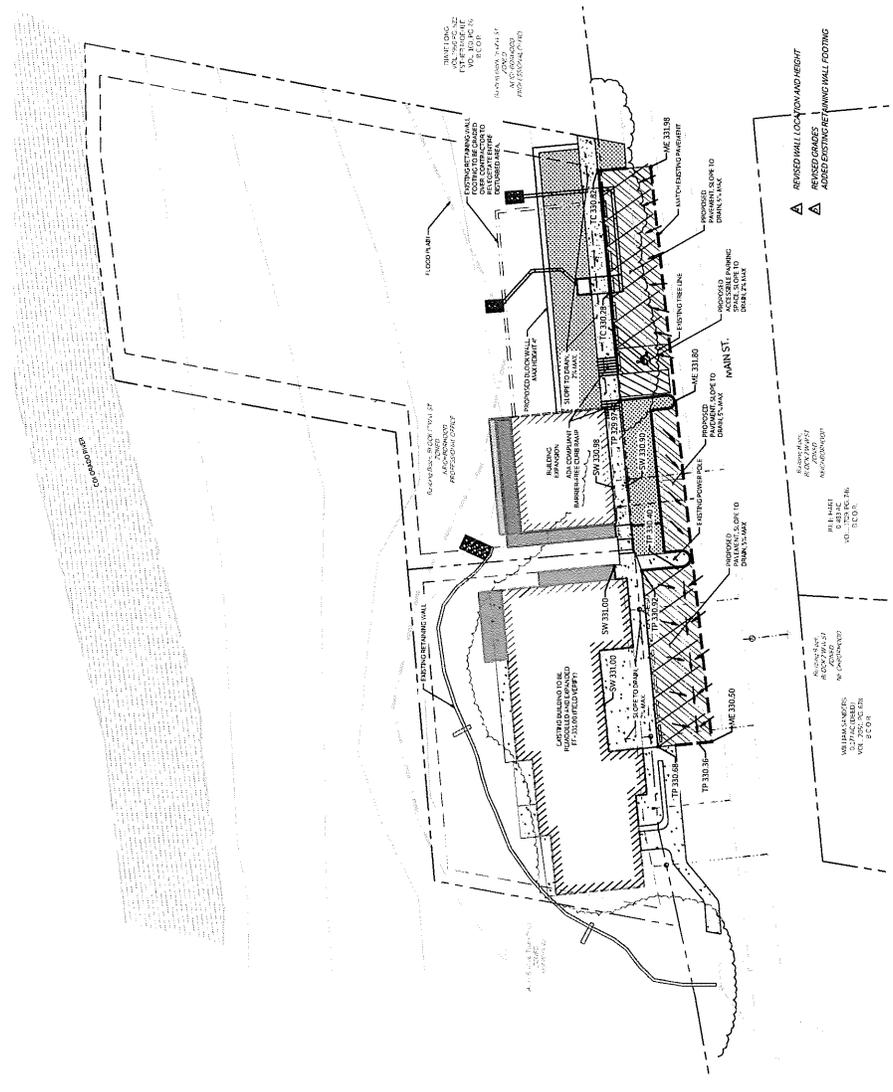
C4.0

THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO ANY EXCAVATION WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF BASTROP AND THE STATE OF TEXAS PRIOR TO THE START OF CONSTRUCTION.



LEGEND	
	BUILDING
	PROPOSED PAVEMENT
	DIRECTION OF FLOW
	PROPERTY LINE
	EXISTING SETBACKLINE
	EXISTING CONTOURS

- 1) ALL UNPAVED AREAS SHALL BE ADEQUATELY GRADED TO DRAIN AT A MINIMUM OF 2% SLOPE, UNLESS OTHERWISE NOTED, SO THAT NO POUDING OCCURS.
- 2) WHEN TOP OF CURB ELEVATIONS ARE SHOWN, THE CURB IS A STANDARD 6" CURB UNLESS OTHERWISE NOTED.
- 3) THE CONTRACTOR SHALL FOLLOW THE GENERAL INTENT OF THE GRADING PLANS. MINOR ADJUSTMENTS TO THE ACTUAL EXISTING GROUND ELEVATIONS AND STRUCTURES, UNLESS OTHERWISE NOTED, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO ANY MODIFICATIONS.
- 4) ADEQUATE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION AND ANY DRAINAGE ON OR ON STRUCTURE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO EXISTING CONDITIONS OR BETTER.
- 5) THE APPROVAL OF THE PLANS IS NOT AN AUTHORIZATION TO GRADE ADJACENT PROPERTIES. WHEN FIELD CONDITIONS REQUIRE ADJUSTMENTS TO THE GRADING PLAN, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO ANY MODIFICATIONS.
- 6) UNLESS OTHERWISE DETERMINED BY APPLICABLE GEOTECHNICAL REPORT, MAJOR EXPOSED EMBANKMENTS, BANKS, CUTS AND STRUCTURES (INCLUDING SIDEWALKS, BACKFILL SHALL BE FINELY DIVIDED SOIL OR LIME TREATED SOIL AND SHALL BE PROTECTED BY A STANDARD PROTECTIVE STRIP OR A MINIMUM OF 5% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE STANDARD PROTECTIVE STRIP METHOD.
- 7) TREATMENT SHALL BE ACCORDING TO SUCH THAT A LIME SOIL AS BECAUSE HAS OBTAINED. PRIOR TO THE APPLICATION OF LIME TO THE SURFACE, THE OPTIMUM PERCENTAGE TO BE ADDED SHOULD BE DETERMINED BASED ON TESTS IN THE LABORATORY BE OBTAINED FROM THE ADJACENT AREA AT THE PROPOSED FINAL SURFACE ELEVATION. THE SURFACE SHOULD BE BLENDED WITH A MIXING DEVICE SUCH AS PULVERIZER AND SUFFICIENT WATER ADDED. THE SURFACE SHOULD BE BLENDED WITH A MIXING DEVICE SUCH AS PULVERIZER AND SUFFICIENT WATER ADDED.
- 8) IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL MANHOLES, CLEANOUTS, VALVE BOXES, FIRE HYDRANTS, AND OTHER UTILITIES FROM DAMAGE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION PRIOR TO AND AFTER THE LAYING OF PAVEMENT AND GRADING.
- 9) SIDEWALKS SHALL HAVE A SLOPE NO GREATER THAN 5% AND A CROSS SLOPE NOT GREATER THAN 2%, UNLESS OTHERWISE NOTED.
- 10) HANDICAP ACCESSIBLE PARKING SPACES AND ACCESS ISLES SHALL HAVE A MAXIMUM OF 2% SLOPE IN ALL DIRECTIONS.
- 11) ALL SPOTS ARE TOP OF CURB ELEVATIONS, UNLESS OTHERWISE NOTED.
- 12) CONTRACTOR SHALL CONTACT GESSNER ENGINEERING IF DISCREPANCIES EXIST AT EXISTING GRADE TIE-INS.
- 13) PROOF OF TIE-IN SUBMITTAL IS REQUIRED TO BE SUBMITTED TO THE CITY OF BASTROP AT THE TIME OF BUILDING PERMIT APPLICATION.
- 14) ALL DISTURBED AREAS NOT TO BE PAVED ARE TO HAVE ESTABLISHMENT OF GRASS AS OUTLINED IN THE DESCRIPTION OF CONTROLS & STABILIZATION PRACTICES NOTES.
- 15) CONTRACTOR IS TO MAINTAIN EROSION CONTROL THROUGHOUT DURATION OF THE PROJECT AND UNTIL VEGETATION IS ESTABLISHED. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE PROJECT. SALT FENCE INSTALLATIONS, IF EXCESSIVE EROSION IS OBSERVED IN THE FIELD, ADDITIONAL EROSION CONTROLS SHALL BE INSTALLED.



REMOVED WALL LOCKDOWN AND WEDMENT
 REMOVED GRADIES
 ADDED GEOTEXTILE REINFORCING WALL FOOTING

REMOVED WALL LOCKDOWN AND WEDMENT
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 ADDED GEOTEXTILE REINFORCING WALL FOOTING

REMOVED WALL LOCKDOWN AND WEDMENT
 REMOVED GRADIES
 ADDED GEOTEXTILE REINFORCING WALL FOOTING



GESSNER ENGINEERING
 Corporate Office
 2500 Kessler Drive
 Suite 102
 Dallas, Texas 75249
 www.gessner-engineering.com

PERMITS REGISTRATION NUMBER:
 TWP-FINAL-TMPL-F0315193

CONTRACTOR: 975.643.2840
 BUREAU: 975.643.6666
 FAX: 975.643.0773
 SALES: 975.643.4213



PERMIT

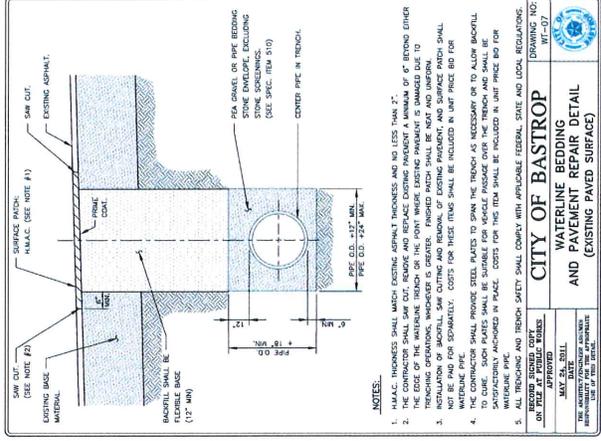
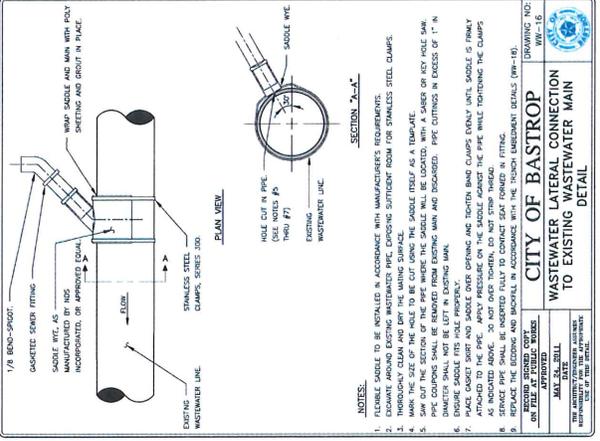
**OLD BASTROP MUSEUM REMODEL
 702 MAIN ST.
 BASTROP, TX**

DETAILS

Issue Date: 05/05/2016
 Drawn By: PMW
 Checked By: FJD
 Project Number: 15-0364

Revisions:
 Δ
 Δ
 Δ
 Δ

C6.0



**CITY OF BASTROP
 WASTEWATER LATERAL CONNECTION
 TO EXISTING WASTEWATER MAIN
 DETAIL**

NO. 15-0364
 DATE: 05/05/2016
 DRAWN BY: PMW
 CHECKED BY: FJD
 PROJECT NO: 15-0364

FOR THE CITY OF BASTROP, TEXAS
 702 MAIN STREET, BASTROP, TEXAS 75703

NO. 15-0364
 DATE: 05/05/2016
 DRAWN BY: PMW
 CHECKED BY: FJD
 PROJECT NO: 15-0364

FOR THE CITY OF BASTROP, TEXAS
 702 MAIN STREET, BASTROP, TEXAS 75703

NOTES:

- FLEXIBLE SADDLE TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S REQUIREMENTS.
- EXISTING ASPHALT TO BE REMOVED AND REPLACED WITH 2\"/>

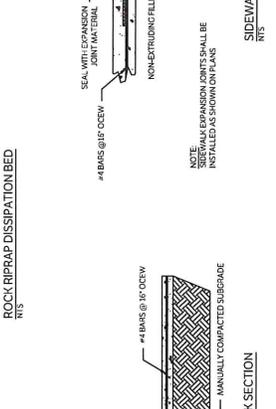
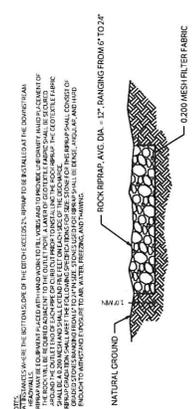
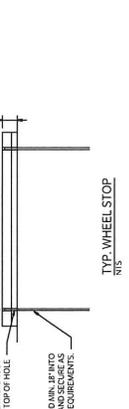
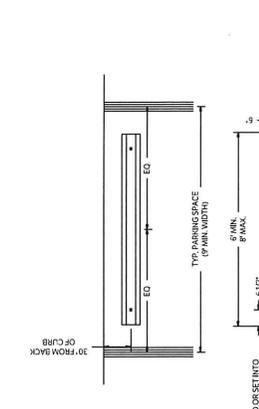
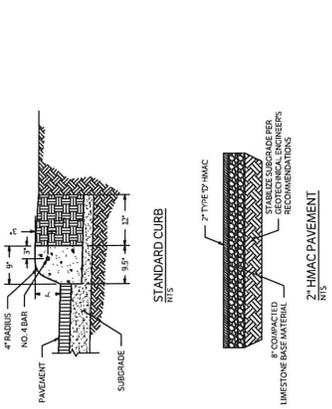
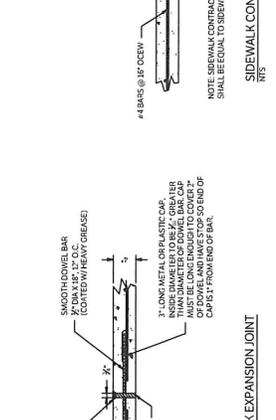
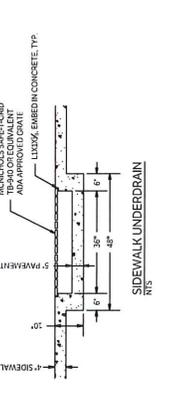
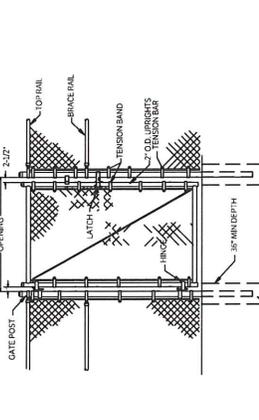
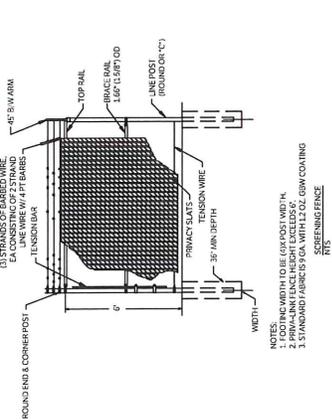
**CITY OF BASTROP
 WATERLINE BEDDING
 AND PAYMENT REPAIR DETAIL
 (EXISTING PAVED SURFACE)**

NO. 15-0364
 DATE: 05/05/2016
 DRAWN BY: PMW
 CHECKED BY: FJD
 PROJECT NO: 15-0364

FOR THE CITY OF BASTROP, TEXAS
 702 MAIN STREET, BASTROP, TEXAS 75703

NOTES:

- H.M.A.C. THICKNESS SHALL MATCH EXISTING ASPHALT THICKNESS AND NO LESS THAN 2\"/>



STANDARD CURB
 NTS

**2\"/>
 NTS**

TYP. WHEEL STOP
 NTS

ROCK RIPRAP DISSIPATION BED
 NTS

TYP. SIDEWALK SECTION
 NTS

SIDEWALK EXPANSION JOINT
 NTS

SIDEWALK CONTRACTION JOINT
 NTS

NOTES:

- SEE CITY OF BASTROP SPECIFICATIONS FOR CURB AND WHEEL STOP PER CITY REQUIREMENTS.

NOTES:

- SEE CITY OF BASTROP SPECIFICATIONS FOR UNDERDRAIN PER CITY REQUIREMENTS.

NOTES:

- SEE CITY OF BASTROP SPECIFICATIONS FOR SIDEWALK PER CITY REQUIREMENTS.

NOTES:

- SEE CITY OF BASTROP SPECIFICATIONS FOR SIDEWALK PER CITY REQUIREMENTS.



GESSNER ENGINEERING
 Corporate Office
 2930 Ashland Drive
 Suite 317
 Carrollton, TX 75006
 (972) 465-0774
 Fax: (972) 465-0775
 www.gessner-engineering.com



PERMIT

OLD BASTROP MUSEUM REMODEL
702 MAIN ST.
BASTROP, TX

DETAILS
 Issue Date: 06/21/2018
 Drawn By: JMM
 Checked By: BRH
 Project Number: 15-0364

Revisions:
 1. CITY DATE: 06/27/18
 2. CITY DATE: 10/12/18
 3. QUANTITIES: 06/01/17
 4. QUANTITIES: 06/01/17
 5. CITY DATE: 06/06/18

C6.2

DESCRIPTION OF CONTROL:
 EROSION AND SEDIMENT CONTROL:
 1. SILT FENCE
 2. ROCK CONSTRUCTION ENTRANCE
 3. SEDIMENT TRAP
 4. GRAVEL TIL FILTERS

INSTALL EROSION & SEDIMENT CONTROL DEVICES PER DETAILS HERE ON.
 SEDIMENT MUST BE REMOVED FROM SEDIMENT CONTROL DEVICES PRIOR TO SEDIMENT REACHING 1/2 THE HEIGHT OF THE BEVEGE OR STRUCTURE.
 EROSION CONTROL DEVICES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. MAINTENANCE SHALL CONSIST OF WEEDING, INSPECT CONTROL, WATERING, REPAIRING, MOVING, MAINTAINING OF EXISTING GRADES, AND PLANTING PERIOD THROUGHOUT THE WORK. MAINTENANCE SHALL BE COMPLETED, INSPECTED AND APPROVED BY THE ENGINEER AND OWNER.

STABILIZATION PRACTICES:
 1. THE WORK AREA SHALL BE PROTECTED FROM EROSION AND OTHER DISTURBED AREAS WHERE CONSTRUCTION ACTIVITIES TEMPORARILY CEASE FOR AT LEAST 21 DAYS.
 2. THE WORK AREA SHALL BE PROTECTED FROM EROSION AND OTHER DISTURBED AREAS WHERE CONSTRUCTION ACTIVITIES TEMPORARILY CEASE FOR AT LEAST 21 DAYS.
 3. THE WORK AREA SHALL BE PROTECTED FROM EROSION AND OTHER DISTURBED AREAS WHERE CONSTRUCTION ACTIVITIES TEMPORARILY CEASE FOR AT LEAST 21 DAYS.
 4. THE WORK AREA SHALL BE PROTECTED FROM EROSION AND OTHER DISTURBED AREAS WHERE CONSTRUCTION ACTIVITIES TEMPORARILY CEASE FOR AT LEAST 21 DAYS.

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 4. THE WORK AREA SHALL BE PROTECTED FROM EROSION AND OTHER DISTURBED AREAS WHERE CONSTRUCTION ACTIVITIES TEMPORARILY CEASE FOR AT LEAST 21 DAYS.

WASTE MATERIALS:
 1. ALL WASTE MATERIALS ARE TO BE REMOVED AND DISPOSED OF OFF-SITE. NO ON-SITE BURNING OF WASTE MATERIALS IS ALLOWED.
 2. ALL WASTE MATERIALS ARE TO BE REMOVED AND DISPOSED OF OFF-SITE. NO ON-SITE BURNING OF WASTE MATERIALS IS ALLOWED.
 3. ALL WASTE MATERIALS ARE TO BE REMOVED AND DISPOSED OF OFF-SITE. NO ON-SITE BURNING OF WASTE MATERIALS IS ALLOWED.
 4. ALL WASTE MATERIALS ARE TO BE REMOVED AND DISPOSED OF OFF-SITE. NO ON-SITE BURNING OF WASTE MATERIALS IS ALLOWED.

HAZARDOUS WASTE: ALL HAZARDOUS WASTE MATERIALS SHALL BE DISPOSED OF AS PER LOCAL OR STATE REGULATIONS AND IN ACCORDANCE WITH ARES SPECIFICATIONS.

TRUCKS OF CONTROLS AND GAGES:
 > INSTALL SILT FENCING
 > INSTALL ROCK CONSTRUCTION ENTRANCES
 > INSTALL GRAVEL FILTER BAGS WHERE NECESSARY
 > DITCHED AREAS WHERE CONSTRUCTION ACTIVITY TEMPORARILY CEASES FOR MORE THAN 21 DAYS ARE TO BE STABILIZED WITH HYDROMULCH
 > DURING CLEANING/GRADING ACTIVITIES, SEDIMENT COLLECTING AT
 > CHECK STRUCTURES AND SILT FENCE SHALL BE REMOVED AS IT REACHES 1/2 THE HEIGHT OF THE STRUCTURE.

INSPECTION OF CONTROL:
 1. THE CONTRACTOR SHALL PROVIDE ACCESS TO THE INSPECTION SITES. INSPECTIONS MUST BE CONDUCTED AS SOON AS ACCESS IS PRACTICAL.

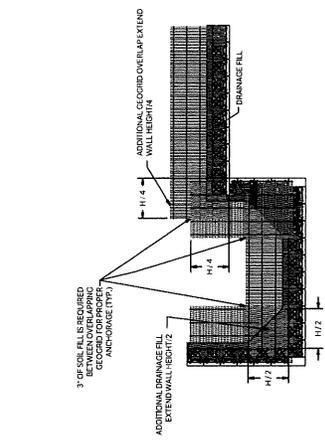
CONTRACTOR PERSONNEL FAMILIAR WITH THE SWPS MUST INSPECT DISTURBED AREAS THAT HAVE NOT BEEN FINALLY STABILIZED. AREAS USED FOR STORAGE OF MATERIALS, SEDIMENT CONTROL DEVICES MUST BE INSPECTED TO ENSURE PROPER OPERATION. VEHICLE ENTRANCE/EXIT LOCATIONS MUST BE INSPECTED FOR EVIDENCE OF OFF-SITE SEDIMENT TRACKING.

INSPECTIONS MUST BE CONDUCTED AT LEAST ONCE EVERY FOUR (4) CALENDAR DAYS OF RAIN OR FORTY-FOUR (44) HOURS OF RAIN AND WITHIN TWENTY (20) HOURS OF THE END OF A STORM EVENT OF 0.5 INCHES OR GREATER.

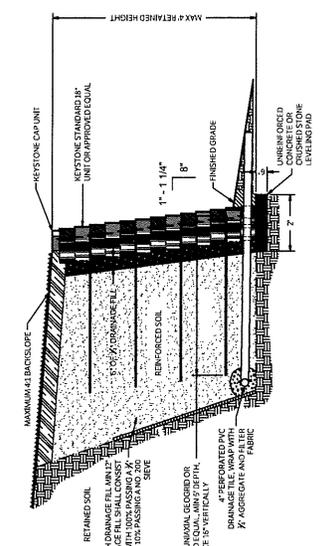
THE SWPS MUST BE MODIFIED AS NECESSARY TO REFLECT CHANGES TO THE PROJECT. ALL CHANGES TO THE SWPS MUST BE APPROVED BY THE ENGINEER AND OWNER. ALL CHANGES TO THE SWPS MUST BE COMPLETED WITHIN SEVEN (7) CALENDAR DAYS FOLLOWING THE INSPECTION IN ACCORDANCE WITH THE THIS GENERAL ORDER.

A REPORT IN ACCORDANCE WITH THE TYPES GENERAL PERMIT MUST BE MAINTAINED BY THE CONTRACTOR AND RETAINED AS PART OF THE SWPS.

AS NOTED SHEET
 AS NOTED NOTES



GEORRID INSTALLATION AT CORNERS



REINFORCED RETAINING WALL SECTION

- REINFORCED WALL NOTES:**
1. INSTALL UNITS AS SPECIFIED BY MANUFACTURER.
 2. GEORGRID SHALL BE ORIENTED WITH THE HIGHEST STRENGTH AXIS PERPENDICULAR TO THE WALL ALIGNMENT.
 3. GEORGRID SHALL BE ORIENTED WITH THE HIGHEST STRENGTH AXIS PERPENDICULAR TO THE WALL ALIGNMENT.
 4. INSTALLATION DAMAGE TO THE GEORGRID SHALL BE REPAIRED IMMEDIATELY. SUCH DAMAGE SHALL BE REPAIRED WITHIN THE BEING OR WITHIN 5 DAYS OF THE WORK BEING COMPLETED.
 5. ONLY LIGHTWEIGHT HAND-OPERATED EQUIPMENT SHALL BE ALLOWED WITHIN 3 FEET FROM THE FACE OF THE GEORGRID CONCRETE UNIT.
 6. RUBBER TIED EQUIPMENT SHALL BE USED TO OPERATE TRACKED VEHICLES OVER THE GEORGRID. TRACKED VEHICLE TURNING SHOULD BE KEPT TO A MINIMUM TO PREVENT TRACKS.
 7. RUBBER TIED EQUIPMENT SHALL NOT BE OPERATED AT SLOW SPEEDS LESS THAN 1 MPH. SUDDEN BRAKING AND SHARP TURNING SHALL BE AVOIDED.

**A BLANKET TEMPORARY ACCESS AND CONSTRUCTION EASEMENT
AND
PERMANENT UTILITY EASEMENT**

STATE OF TEXAS
COUNTY OF BASTROP

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

This Agreement (this "**Agreement**") is made on the 23 day of August, 2016, by and between Baham Interest Limited Partnership, (hereinafter referred to as "**Grantors**"), with an address at 702 Main St. and the City of Bastrop, Texas (herein referred to as "**Grantee**"), for the purpose of providing the Grantee with a blanket temporary access and construction easement and a permanent utility easement for access, ingress, egress, construction, installation, expansion, use and maintenance of municipal electrical utility infrastructure, and for the Grantee to perform such other functions from time to time as lawfully may be undertaken by the City of Bastrop related to the provision of City electrical service to the customers of the Grantee.

1. For the good and valuable consideration described in Paragraph 2 below, Grantors hereby GRANT, SELL and CONVEY to Grantee, and its successors and assigns: (1) a Blanket Temporary Access and Construction Easement, as described herein on Exhibit "A", and (2) a continuing, exclusive and Permanent Utility Easement for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding, relocation and/or removal of municipal electric infrastructure and related components, which electric infrastructure shall be used by the City to provide utility service to the customers of Grantee (the "Electric Facilities") on, over, under, and across the property of the Grantors, as described on Exhibit "B" attached hereto and incorporated herein for all purposes. The tracts described on Exhibits A and B are herein sometimes referred to as the "**Easement Area(s)**" or the "**Property**". (the Blanket Temporary Access and Construction and the Permanent Utility Easement may be jointly referred to herein as the "**Easement(s)**")
2. At the completion of construction and installation of the Electric Facilities on the Property the Grantors shall have the Permanent Utility Easement Area surveyed by metes and bounds, at its sole cost and expense, and a copy of that Permanent Easement survey will be appended hereto, as Exhibit "B". The Permanent Utility Easement Area will replace in its entirety, the Blanket Temporary Access and Construction Easement.

3. The Easements and the rights and privileges herein conveyed, are granted for and in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to Grantors in hand paid by Grantee, as described herein, the receipt and sufficiency of which is hereby acknowledged and confessed.
4. The Easements, with their rights and privileges, shall be used for the purpose of accessing, placing, constructing, operating, repairing, maintaining, rebuilding, replacing, upgrading, relocating, and/or removing the Electric Facilities.
5. The duration of the Blanket Temporary Access and Construction Easement shall continue for such period of time necessary for the construction and installation of the Electric Facilities, and any related appurtenances, and the one time removal of debris from the Grantors' Property, and shall expire at such time as the Grantee accepts dedication of the Electric Facilities and related infrastructure for the control and ownership of the Grantee, and the Grantors acknowledge receipt of the survey detailing the Permanent Utility Easement.
6. The duration of the Permanent Utility Easement shall be perpetual, and shall continue for so long as the Grantee determines that a public need for the Permanent Utility Easement exists.
7. Grantors agree to and shall indemnify and hold harmless Grantee, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to person (whether they be third persons, contractors, or employees of either of the parties hereto) or for damage to property (whether the claim be that of either of the parties hereto or of third parties), caused by or alleged to be caused by, Grantee's use of the Easements and/or performance of activities therein, regardless of whether such loss, injury or damage was caused in whole or in part by the Grantee and regardless of whether or not said claims, demands and causes of action in whole or in part are covered by insurance.
8. Grantors and Grantors' heirs, personal representatives, successors, and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easements and the rights conveyed in this Agreement to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part thereof.
9. The Easements, and the rights and privileges granted by this Agreement, are exclusive to Grantee, and Grantee's successors and assigns, and Grantors

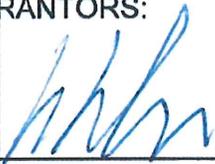
covenant that Grantors shall not convey any other easement, license, or conflicting right to use in any manner the Easement Area (or any portion of the Easement Area) covered by this grant, unless otherwise approved by the Grantee.

10. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.

11. The terms of this Agreement shall be binding upon Grantors and Grantors' heirs, personal representatives, successors, and assigns and shall bind and inure to the benefit of the Grantee and any successors or assigns of Grantee, and shall be deemed to be a covenant running with the land.

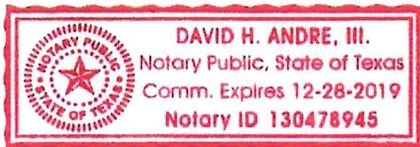
IN WITNESS WHEREOF, Grantors have caused this instrument to be executed on this 23 day of August, 2016.

GRANTORS:



STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me on this the 23 day of August, 2016, by Kazem Khansari, President of Baham Interests





Notary Public, State of Texas

RETURN TO GRANTEE:
City of Bastrop
Bastrop Power & Light
P.O. Box 427
Bastrop, Texas 78602

EXHIBIT "A"

ALL OF THOSE TRACTS DESCRIBED AS 0.703 ACRE ("TRACT 1") AND 2,784 SQUARE FEET ("TRACT 2") IN A DEED FROM THE BASTROP COUNTY HISTORICAL SOCIETY TO BAHAM INTERESTS LIMITED PARTNERSHIP DATED MAY 3, 2013 AND RECORDED IN VOLUME 2230, PAGE 284 OF THE OFFICIAL RECORDS OF BASTROP COUNTY.



Planning Application

Select your Plan*

Subdivision

- Amending Plat
- Minor Plat
- Replat
 - Residential
 - Non-Residential
- Short Form Final Plat
- Preliminary Plat
- Final Plat
- Plat Vacation

Zoning & Development

- Zoning Map Amendment (Rezone)
- New Planned Development (PD)
- Site Development Plan
 - Amendment
- Zoning Variance
- Site Development Plan
- Conditional Use Permit (CUP)
- Site Work (On-Site Infrastructure)

Other

- Abandonment – Easement
- Abandonment – ROW
- License to Encroach
 - ROW
 - Easement
- Nonconforming Structure
- Nonconforming Use
- Planning Appeal
- Voluntary Annexation

Public Improvement Construction Plans

Subdivision Variance

New Agreement: _____

Alternative Plan: _____

Agreement/PD Amendment

Land Disturbance

Work in the ROW

***See associated checklists to ensure a complete submittal.**

Project Information

Project Name (if any): Old Bastrop Museum

Project Address: 704 Main St BCAD Property ID: R55931

Legal Description: Baham Interests Subdivision LOT 1 .500

Land Use Category (what is the property being used for now?): NHO

Existing Zoning District: NHO Proposed Zoning District (If rezoning): _____

Name of Overarching Regulation (PD, MUD, DA, etc.): _____

Total Acreage: 500 Total Lots: 1

Acreage Not Designated as Lots: _____ Lots Subject to Parkland Fee: _____

Property Owner

Name/Entity/Trustee: Baham Interest Limited Partnership

Address: 407 1/2 Laurel Dr Friendswood, TX 77546

Phone Number: (281) 687-7346 E-mail Address david@darask.com



Planning Application

Applicant

Name: Lenny Adams Role (i.e. developer, agent, etc.): Owner Rep
 Company Name: Baham Interest Limited Partnership
 Address: 250 Johnson Rd Bastrop, TX 78602
 Phone Number: (512) 308-7407 E-mail Address lenny@darask.com

Additional Contact (Optional)

Name: _____ Role (i.e. engineer, architect, etc.): _____
 Company Name: _____
 Address: _____
 Phone Number: _____ E-mail Address _____

The applicant certifies that the facts stated herein and exhibits attached hereto are true, correct, and complete. **If this application is filed by anyone other than the property owner, an Agent Authorization form signed by all property owners must accompany this application.** Signature below also authorizes the City of Bastrop and its agents to visit and inspect the property for which this application is being submitted.

Lenny Adams OWNERS REP 8/16/2019
 Signature and Title Date

Staff Use Only

Received By: _____ Date: _____
 Fees Paid \$ _____
 Comments: _____
 Administratively Complete Date: _____
 Paper: _____ Prop. Owner Notification: _____ P&Z: _____ City Council: _____



License to Encroach Checklist

A. Process Overview

Right-of-Way (ROW) Encroachment

1. Complete Submittal Package, which includes Paper Application, all items on the Submittal Package Checklist, and all items on the Survey Checklist, and Digital Submittal
 - a. Incomplete submittals will not be accepted
2. Staff review, with comments issued as needed
3. City Council consideration (by Resolution)

Easement Encroachment

1. Complete Submittal Package, which includes Paper Application, all items on the Submittal Package Checklist, and all items on the Survey Checklist, and Digital Submittal
 - a. Incomplete submittals will not be accepted
2. Staff review, with comments issued as needed
3. Project Approval

B. General Notes

- A License to Encroach permit is required for the following to be allowed in the public right-of-way (ROW) or another Easement:
 - Flatwork (parking, privately maintained sidewalks, other concrete work)
 - Private street lights
 - Signage
 - Awnings
 - Any other structure or improvement not covered above

C. Submittal Package Checklist Items

All of the following items must be included with the submittal. If any of the items are not included, the submittal will not be accepted.

Staff	Applicant	Item
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed and signed Application
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Agent Authorization Form if someone other than the property owner is submitting the Application. If not applicable, check this box: <input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Project Description Letter detailing the proposed work
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Exhibit 1: Survey with metes and bounds description highlighting the subject property and encroachment into the ROW or easement and relation to the public infrastructure – See requirements in Section D. below
<input type="checkbox"/>	<input type="checkbox"/>	Utility Providers Release signature page signed by all applicable stakeholders
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copy of deed showing current ownership
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copy of current statement of account showing taxes have been paid
<input type="checkbox"/>	<input type="checkbox"/>	Digital Submittal – See requirements in Section E. below
<input type="checkbox"/>	<input type="checkbox"/>	License to Encroach Fee (Cash, Check, Visa or Mastercard accepted)



Owner's Agent Authorization

Property Owner's Information

Owner's Name(s): Baham Interests Limited Partnership
Property Address(s): 702 & 704 Main St Bastrop, TX 78602
Owner's Email Address: kazem@darask.com
Owner's Phone Number: () (713)539-5322

The individuals listed below are hereby authorized to apply for, sign for, and conduct business for permits, plan, and/or other legal documents with the City of Bastrop Planning and Development Department on behalf of the above identified property owner(s).

The City of Bastrop Planning and Development Department may retain a copy of this form for our records and maintain a file as a courtesy. The form with the most recent date shall supersede all previous authorizations on file and **remain in effect for one (1) year, or until a new form is filed by the property owners, whichever is shorter.**

All signatories understand that it is the property owner's responsibility to provide a copy of this form every time they would like to add or remove authorized agents, and that this form expires one (1) year after it is signed. The property owner's signature designates the agent as the official contact person for projects and the single point of contact. All correspondence and communication will be conducted with the agent.

Print full name(s) and title(s) of authorized agent(s):

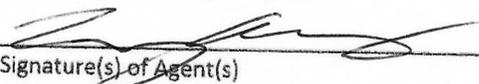
1. Lenny Adams - Owners Rep
2. _____


Signature(s) of Property Owner(s)

8-16-19
Date

Signature(s) of Property Owner(s)

Date


Signature(s) of Agent(s)

8-16-19
Date

Signature(s) of Agent(s)

Date

704 Main St – Project Description Letter

Address: Old Bastrop Museum
702 Main St
Bastrop, TX 78602

Owner: Baham Limited Interests LLC
407 ½ Laurel Dr
Friendswood, TX 77546

Subject: Certificate of Occupancy for 704 Main St

1. August 18th 2015 - Pre-Plan Review Approval
2. December 13th 2016 - Site Development & Building Permit Released
3. January 21st 2019 - Project Completed & Approved
4. August 15th 2019 – Made aware of License to Encroach paperwork
5. August 21st 2019 – License to Encroach paperwork submitted to C.O.B.

Project Description:

This property was subdivided from the old Bastrop Museum original property to install a new retail space with the option for splitting into 2. It also has an apartment on the 2nd floor. These items were approved by the City of Bastrop to be installed in the Right Of Way:

- 2 Parallel parking spaces (inspected & approved by COB)
- 1 Handicap parking space (inspected & approved by COB)
- 6 Angled parking spaces (inspected & approved by COB)
- 6' Sidewalk (inspected & approved by Public Works) Most of the side walk is on BAHAM property
- Irrigation Backflow Preventer (inspected & approved by COB)
- 1 Sewer Connection Cleanout
- 2 Water Meter Connections
- All power lines are Overhead
- All telecom lines are located overhead
- 2 Lamp Posts (inspected & approved by COB)-power supplied by property owner
- 12" culvert pipe for drainage per the Civil drawings
- 1 drainage grate for parking area
- Utility Easement granted (August 2016)

Exhibits Attached:

1. Exhibit 1 - AsBuilt Plan showing locations of all above listed items located in R.O.W.
2. Exhibit 2 - C1.0 – C6.2 Site Plan for civil drawings
3. Exhibit 3 – Utility Easement (August 2016)



Utility Providers' Release

I, THE UNDERSIGNED, (Utility/Owner/Director) in the City of Bastrop, certify that I have carefully considered the Application to Release a Utility Easement or License to Encroach from the standpoint of present and future needs of the Utility/City of Bastrop with respect to utilities, and I see no objection to the requested release of the Public Utility Easement or License to Encroach.

Property Address or Legal Description: 704 MAIN ST

If served by City of Bastrop:

Signed: _____
Authorized Agent for Public Works

Signed: _____ *EASEMENT GRANTED
AUGUST 2016*
Authorized Agent for Bastrop Power and Light

If served by other providers:

Signed: N/A
Authorized Agent for Aqua Water Supply Corp.

Signed: N/A
Authorized Agent for Bluebonnet Electric

Signed: N/A
Authorized Agent for Bastrop County WCID #2

If these providers are in the area:

Signed: N/A
Authorized Agent for Centerpoint Energy

Signed: _____ *NEED ENCROACHMENT
GRANTED*
Authorized Agent for AT&T

Signed: _____ *NEED ENCROACHMENT
GRANTED*
Authorized Agent for Time Warner Cable / Spectrum

Bastrop CAD

Property Search Results > 8702337 BAHAM INTEREST LIMITED PARTNERSHIP for Year 2019

Tax Year:

Property

Account

Property ID:	8702337	Legal Description:	Baham Interests Subdivision LOT 1, .5400 ACRES
Geographic ID:	R55931	Zoning:	
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

Location

Address:	704 MAIN STREET, SUITE 101 BASTROP, TX 78602	Mapsco:	
Neighborhood:	COMMERCIAL PROPERTIES	Map ID:	
Neighborhood CD:	NBHD0313		

Owner

Name:	BAHAM INTEREST LIMITED PARTNERSHIP	Owner ID:	762104
Mailing Address:	4071/2 LAUREL DR FRIENDSWOOD, TX 77546	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$267,853	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$302,498	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$570,351	
(-) Ag or Timber Use Value Reduction:	-	\$0	

(=) Appraised Value:	=	\$570,351	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$570,351	

Taxing Jurisdiction

Owner: BAHAM INTEREST LIMITED PARTNERSHIP
 % Ownership: 100.000000000000%
 Total Value: \$570,351

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
C04	CITY OF BASTROP	0.564000	\$570,351	\$570,351	\$3,216.78
CAD	APPRAISAL DISTRICT	0.000000	\$570,351	\$570,351	\$0.00
G01	BASTROP COUNTY	0.474900	\$570,351	\$570,351	\$2,708.60
RD1	COUNTY ROAD	0.105000	\$570,351	\$570,351	\$598.87
S04	BASTROP ISD	1.441000	\$570,351	\$570,351	\$8,218.76
Total Tax Rate:		2.584900			
Taxes w/Current Exemptions:					\$14,743.01
Taxes w/o Exemptions:					\$14,743.00

Improvement / Building

Improvement #1: COMMERCIAL State Code: F1 Living Area: 1353.0 sqft Value: \$130,118

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
COMMERCIAL	COMMERCIAL	POM - 2	Brick Veneer	2017	1353.0
CANOPY	COVERED PORCH/CANOPY	CNS2		2017	36.0
CANOPY	COVERED PORCH/CANOPY	CNS2		2017	36.0
CANOPY	COVERED PORCH/CANOPY	CNS2		2017	410.0

Improvement #2: COMMERCIAL State Code: F1 Living Area: 1353.0 sqft Value: \$128,652

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
COMMERCIAL	COMMERCIAL	POM - 2	Stucco	2017	1353.0
CANOPY	COVERED PORCH/CANOPY	CNS2		2017	410.0

Improvement #3: COMMERCIAL State Code: F1 Living Area: sqft Value: \$9,083

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
PAVING	CONCRETE WALKS/PAVING	PVC		2017	1966.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	C	COMMERCIAL	0.5400	23522.40	0.00	0.00	\$302,498	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
------	--------------	-------------	--------------	-----------	--------	----------

2020	N/A	N/A	N/A	N/A	N/A	N/A
2019	\$267,853	\$302,498	0	570,351	\$0	\$570,351
2018	\$284,474	\$108,000	0	392,474	\$0	\$392,474
2017	\$8,302	\$108,000	0	116,302	\$0	\$116,302

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	5/3/2013	WD	WARRANTY DEED	BASTROP COUNTY HISTORICAL SOCIETY AND MUSEUM	BAHAM INTEREST LIMITED PARTNERSHIP	2230	284	0

Tax Due

Property Tax Information as of 08/20/2019

Amount Due if Paid on: 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due

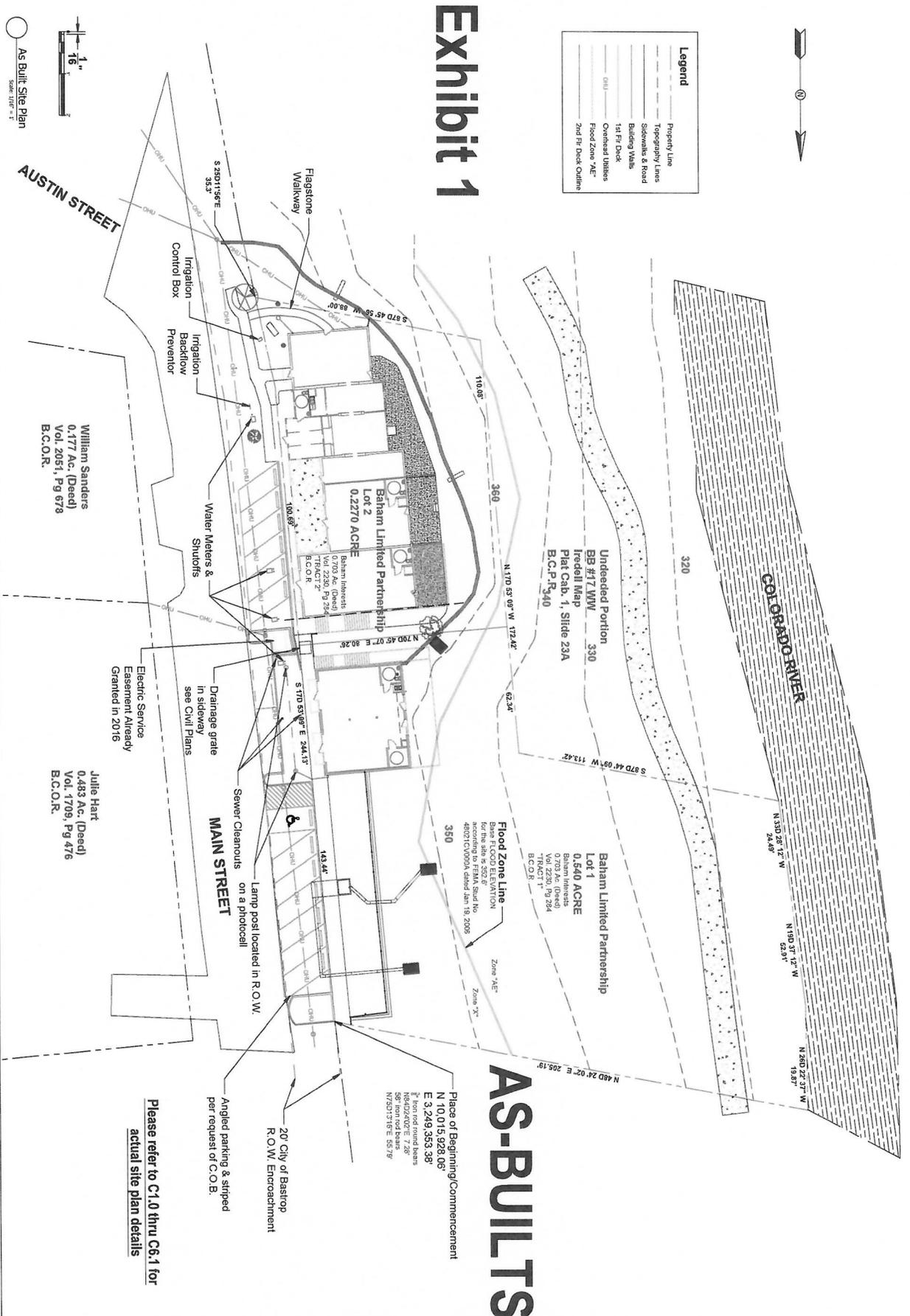
NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (512) 303-1930



Legend	
—	Property Line
- - -	Topography Lines
—	Sidewalk & Road
—	Building Walls
—	1st Ft Deck
—	Overhead Utilities
—	Flood Zone "AE"
—	2nd Ft Deck Outline

Exhibit 1



As Built Site Plan
Scale: 1/8" = 1'

William Sanders
0.177 Ac. (Deed)
Vol. 2051, Pg 678
B.C.O.R.

Julie Hart
0.483 Ac. (Deed)
Vol. 1709, Pg 476
B.C.O.R.

Place of Beginning/Commencement
N 10.015, 928.06'
E 3.249, 353.38'
NE63.042/E 7.28'
N63.042/E 7.28'
N75.013/E 55.78'

20' City of Bastrop
R.O.W. Encroachment
Angled parking & striped
per request of C.O.B.
Please refer to C1.0 thru C6.1 for
actual site plan details

AS-BUILTS

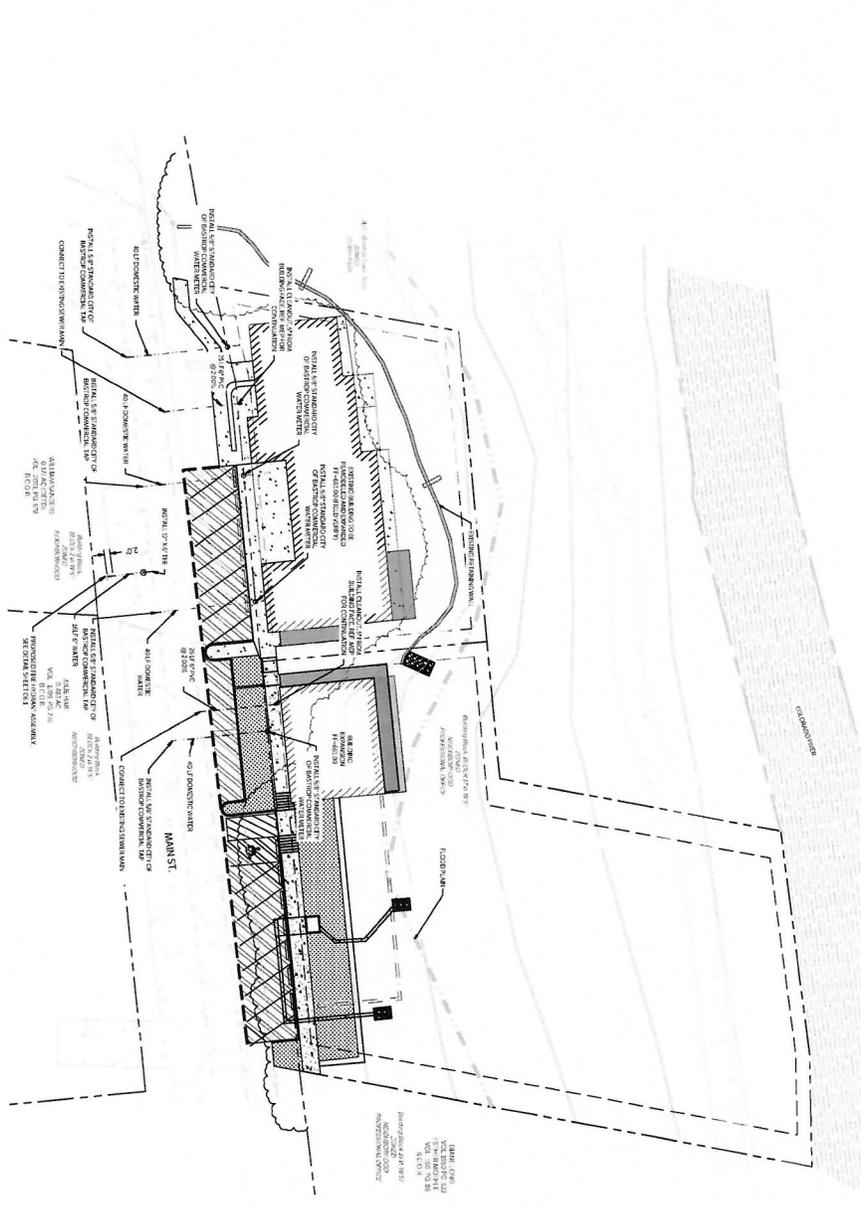
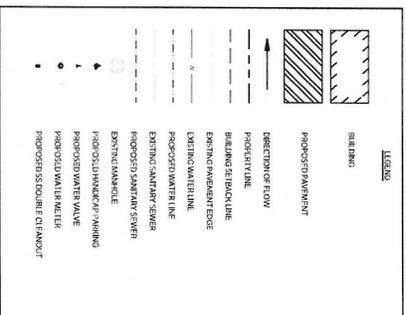
AS-BUILTS	9/11/2017	Baham LLC 407 1/2 Laurel Dr Friendswood, TX 77546	Bastrop, TX 78602
REV3		702 Main	
REV2			
PCM3	5/11		
REV	DATE		
LDA			
SHEET			
Site Plan			

Old Bastrop Museum Remodel

- GENERAL NOTES:**
- 1) EXISTING WATER AND SANITARY MAINS SHALL BE MARKED ON LIMITED AVAILABLE INFORMATION. CONTRACTOR TO FIELD VERIFY THE LOCATION AND DEPTH OF ALL EXISTING MAINS.
 - 2) ALL PLUMBING AND SANITARY MAINS SHALL BE THE SCHEDULE 40 AND PIPE SIZES INDICATED ON DRAWINGS UNLESS NOTED OTHERWISE.
 - 3) ALL PLUMBING AND SANITARY MAINS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF BASTROP, TEXAS PLUMBING AND SANITARY CODES.
 - 4) SEPARATION OF PUBLIC WATER AND WASTEWATER MAINS FROM OTHER UNDERGROUND UTILITIES SHALL BE MAINTAINED THROUGHOUT THE PROJECT.
 - 5) SEPARATION OF PUBLIC WATER AND WASTEWATER MAINS FROM OTHER UNDERGROUND UTILITIES SHALL BE MAINTAINED THROUGHOUT THE PROJECT.
 - 6) WASTEWATER MAINS SHALL MAINTAIN A MINIMUM COVER OF FOUR (4) FEET AND A MINIMUM COVER OF FIVE (5) FEET UNDER OTHER MAINS.
 - 7) WASTEWATER MAINS SHALL MAINTAIN A MINIMUM COVER OF FOUR (4) FEET AND A MINIMUM COVER OF FIVE (5) FEET UNDER OTHER MAINS.
 - 8) SANITARY MAINS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF BASTROP, TEXAS PLUMBING AND SANITARY CODES.
 - 9) SANITARY MAINS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF BASTROP, TEXAS PLUMBING AND SANITARY CODES.
 - 10) BACKFLOW PREVENTERS SHALL BE INSTALLED AT ALL POINTS OF CONNECTION TO THE SANITARY MAINS.
 - 11) WASTEWATER MAINS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF BASTROP, TEXAS PLUMBING AND SANITARY CODES.
 - 12) CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES AT LEAST 48 HOURS BEFORE ANY WORK IS TO BE PERFORMED ON ANY UTILITY MAINS.
 - 13) THE CONTRACTOR SHALL COORDINATE ALL UTILITIES CONNECTIONS TO EXISTING SERVICES SYSTEMS.
 - 14) ALL EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE PROJECT.
 - 15) ALL EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE PROJECT.

WATER NOTES:

- 1) ALL NEW WATER MAINS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF BASTROP, TEXAS PLUMBING AND SANITARY CODES.
- 2) ALL EXISTING WATER MAINS SHALL BE MAINTAINED THROUGHOUT THE PROJECT.
- 3) ALL EXISTING WATER MAINS SHALL BE MAINTAINED THROUGHOUT THE PROJECT.
- 4) ALL EXISTING WATER MAINS SHALL BE MAINTAINED THROUGHOUT THE PROJECT.
- 5) ALL EXISTING WATER MAINS SHALL BE MAINTAINED THROUGHOUT THE PROJECT.
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- 10) ALL EXISTING WATER MAINS SHALL BE MAINTAINED THROUGHOUT THE PROJECT.
- 11) ALL EXISTING WATER MAINS SHALL BE MAINTAINED THROUGHOUT THE PROJECT.
- 12) ALL EXISTING WATER MAINS SHALL BE MAINTAINED THROUGHOUT THE PROJECT.
- 13) ALL EXISTING WATER MAINS SHALL BE MAINTAINED THROUGHOUT THE PROJECT.
- 14) ALL EXISTING WATER MAINS SHALL BE MAINTAINED THROUGHOUT THE PROJECT.
- 15) ALL EXISTING WATER MAINS SHALL BE MAINTAINED THROUGHOUT THE PROJECT.



THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF BASTROP, TEXAS.



OLD BASTROP MUSEUM REMODEL
702 MAIN ST. BASTROP, TX

UTILITY PLAN

DATE: 07/20/2018
DRAWN BY: JAM
CHECKED BY: KHH
PROJECT NUMBER: 15-0184

Revisions:

- 07/22/18
- 07/26/18
- 08/02/18
- 08/09/18
- 08/16/18

CS.0

PERMIT

SEAL AND SIGNATURE OF ENGINEER

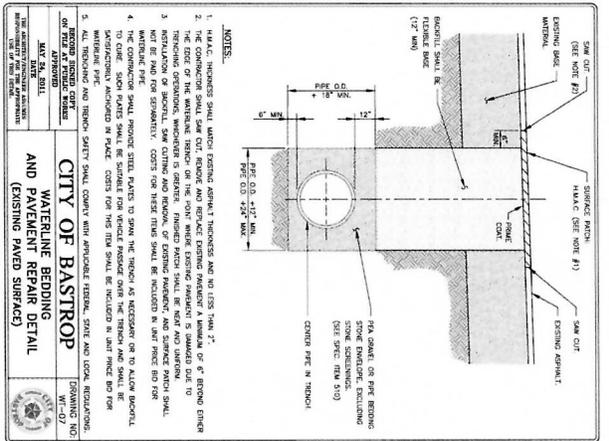
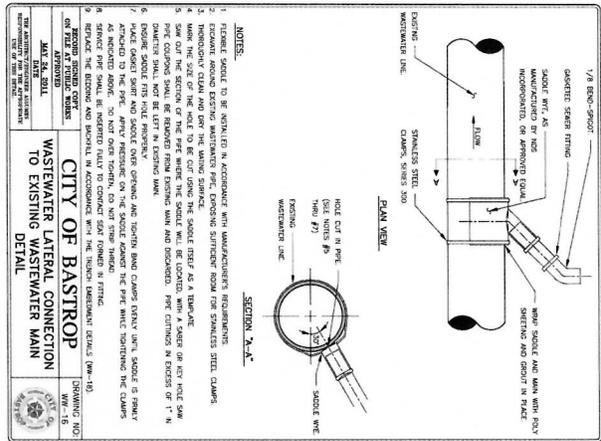
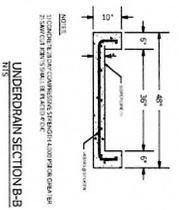
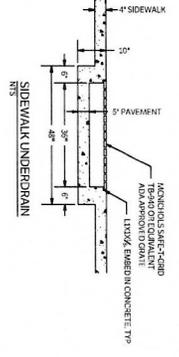
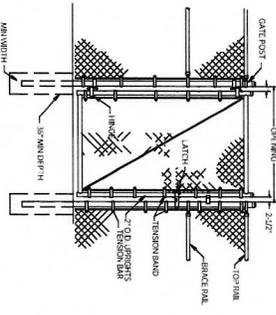
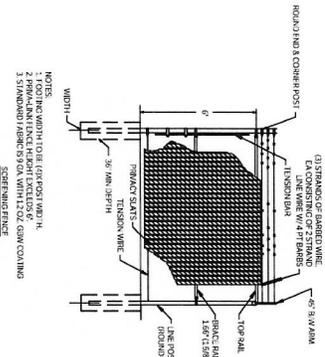
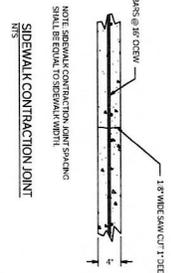
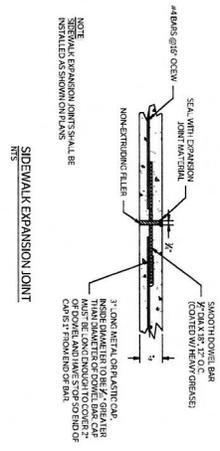
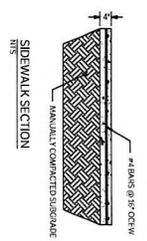
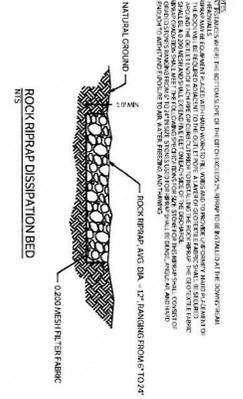
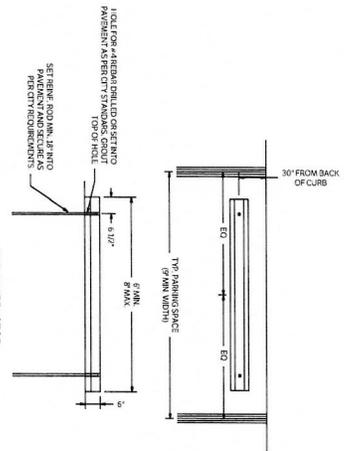
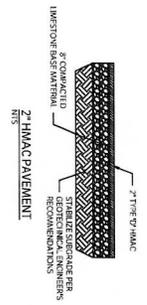
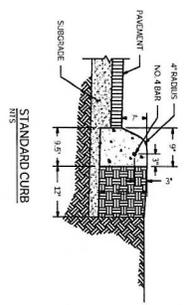
SEAL AND SIGNATURE OF ARCHITECT

GESSNER ENGINEERING

2303 Alford Drive
Bastrop, Texas 77820
www.gessnerengineering.com

DESIGN | VERIFY

PROJECT NUMBER: 15-0184
DATE: 07/20/2018
DRAWN BY: JAM
CHECKED BY: KHH
PROJECT NUMBER: 15-0184



GESSNER ENGINEERING

2015 Alford Drive
Cedar Rapids, Iowa 52409
www.gessnerengineering.com

PROJECT INFORMATION:
TYPE: PLAN, PERMITS
CONSULTATION: 9/18/2018
MEETING: 9/15/2018
PERMITS: 9/20/2018
DATE: 9/20/2018

PERMIT

7/27/2018

PLAN | DESIGN | VERIFY

CITY OF BASTROP

WASTEWATER LATERAL CONNECTION
TO EXISTING WASTEWATER MAIN
DETAIL

SHOWING NO
CONFLICTS
DATE: 9/20/2018
BY: JLD

OLD BASTROP MUSEUM REMODEL

702 MAIN ST.

BASTROP, TX

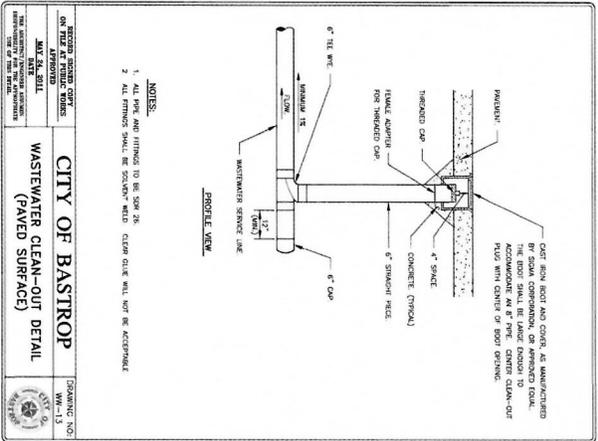
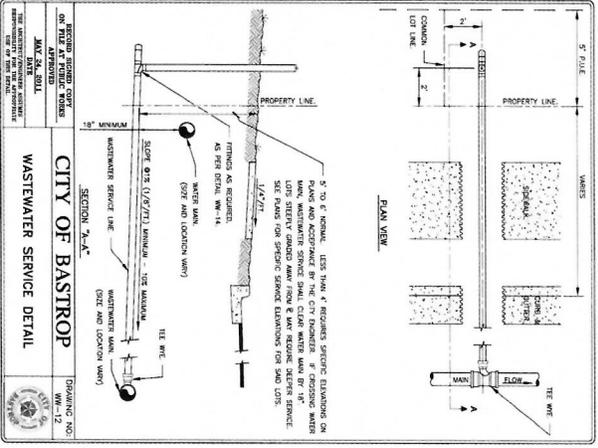
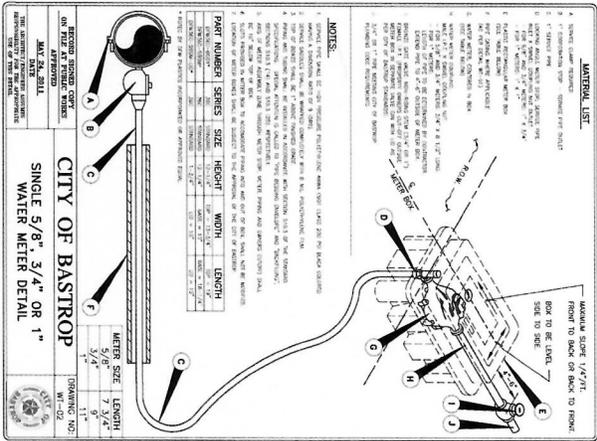
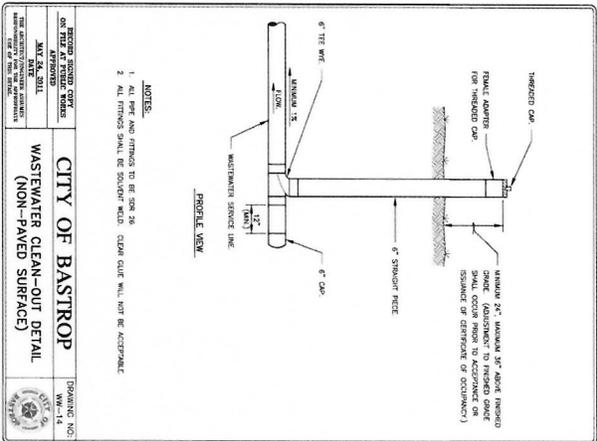
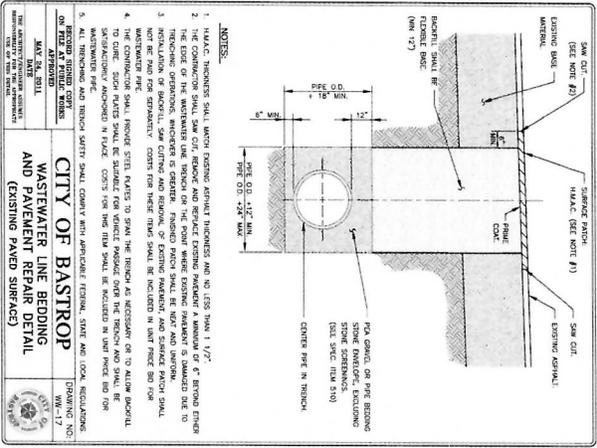
DETAILS

Issue Date: 05/05/2016
Drawn By: PKM
Checked By: FJD
Project Number: 15-0354

Revisions:

- △
- △
- △
- △
- △

C6.0



GESSNER ENGINEERING
 Corporate Office
 2002 Decker Drive
 Dallas, Texas 75243
 Phone: 972.252.4232
 Fax: 972.252.4233
 Website: www.gessner-engineering.com

PROJECT INFORMATION
 PROJECT NAME: OLD BASTROP MUSEUM REMODEL
 PROJECT NUMBER: 15-0364

PERMIT
 THIS SHEET PROVIDED FOR THE PURPOSES ONLY CITY OF BASTROP STANDARD DETAILS

OLD BASTROP MUSEUM REMODEL
702 MAIN ST.
BASTROP, TX

DETAILS
 Issue Date: 05/05/2016
 Drawn By: RMM
 Checked By: FJD
 Project Number: 15-0364

C6.1

**A BLANKET TEMPORARY ACCESS AND CONSTRUCTION EASEMENT
AND
PERMANENT UTILITY EASEMENT**

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BASTROP

This Agreement (this "**Agreement**") is made on the 23 day of August, 2016, by and between Baham Interest Limited Partnership, (hereinafter referred to as "**Grantors**"), with an address at 702 Main St. and the City of Bastrop, Texas (herein referred to as "**Grantee**"), for the purpose of providing the Grantee with a blanket temporary access and construction easement and a permanent utility easement for access, ingress, egress, construction, installation, expansion, use and maintenance of municipal electrical utility infrastructure, and for the Grantee to perform such other functions from time to time as lawfully may be undertaken by the City of Bastrop related to the provision of City electrical service to the customers of the Grantee.

1. For the good and valuable consideration described in Paragraph 2 below, Grantors hereby GRANT, SELL and CONVEY to Grantee, and its successors and assigns: (1) a Blanket Temporary Access and Construction Easement, as described herein on Exhibit "A", and (2) a continuing, exclusive and Permanent Utility Easement for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding, relocation and/or removal of municipal electric infrastructure and related components, which electric infrastructure shall be used by the City to provide utility service to the customers of Grantee (the "Electric Facilities") on, over, under, and across the property of the Grantors, as described on Exhibit "B" attached hereto and incorporated herein for all purposes. The tracts described on Exhibits A and B are herein sometimes referred to as the "**Easement Area(s)**" or the "**Property**". (the Blanket Temporary Access and Construction and the Permanent Utility Easement may be jointly referred to herein as the "**Easement(s)**")
2. At the completion of construction and installation of the Electric Facilities on the Property the Grantors shall have the Permanent Utility Easement Area surveyed by metes and bounds, at its sole cost and expense, and a copy of that Permanent Easement survey will be appended hereto, as Exhibit "B". The Permanent Utility Easement Area will replace in its entirety, the Blanket Temporary Access and Construction Easement.

3. The Easements and the rights and privileges herein conveyed, are granted for and in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to Grantors in hand paid by Grantee, as described herein, the receipt and sufficiency of which is hereby acknowledged and confessed.
4. The Easements, with their rights and privileges, shall be used for the purpose of accessing, placing, constructing, operating, repairing, maintaining, rebuilding, replacing, upgrading, relocating, and/or removing the Electric Facilities.
5. The duration of the Blanket Temporary Access and Construction Easement shall continue for such period of time necessary for the construction and installation of the Electric Facilities, and any related appurtenances, and the one time removal of debris from the Grantors' Property, and shall expire at such time as the Grantee accepts dedication of the Electric Facilities and related infrastructure for the control and ownership of the Grantee, and the Grantors acknowledge receipt of the survey detailing the Permanent Utility Easement.
6. The duration of the Permanent Utility Easement shall be perpetual, and shall continue for so long as the Grantee determines that a public need for the Permanent Utility Easement exists.
7. Grantors agree to and shall indemnify and hold harmless Grantee, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to person (whether they be third persons, contractors, or employees of either of the parties hereto) or for damage to property (whether the claim be that of either of the parties hereto or of third parties), caused by or alleged to be caused by, Grantee's use of the Easements and/or performance of activities therein, regardless of whether such loss, injury or damage was caused in whole or in part by the Grantee and regardless of whether or not said claims, demands and causes of action in whole or in part are covered by insurance.
8. Grantors and Grantors' heirs, personal representatives, successors, and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easements and the rights conveyed in this Agreement to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part thereof.
9. The Easements, and the rights and privileges granted by this Agreement, are exclusive to Grantee, and Grantee's successors and assigns, and Grantors

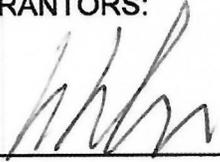
covenant that Grantors shall not convey any other easement, license, or conflicting right to use in any manner the Easement Area (or any portion of the Easement Area) covered by this grant, unless otherwise approved by the Grantee.

10. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.

11. The terms of this Agreement shall be binding upon Grantors and Grantors' heirs, personal representatives, successors, and assigns and shall bind and inure to the benefit of the Grantee and any successors or assigns of Grantee, and shall be deemed to be a covenant running with the land.

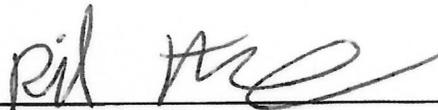
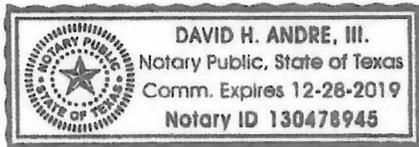
IN WITNESS WHEREOF, Grantors have caused this instrument to be executed on this 23 day of August, 2016.

GRANTORS:



STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me on this the 23 day of August, 2016, by Kazem Khansari, President of Baham Interests



Notary Public, State of Texas

RETURN TO GRANTEE:
City of Bastrop
Bastrop Power & Light
P.O. Box 427
Bastrop, Texas 78602

EXHIBIT "A"

ALL OF THOSE TRACTS DESCRIBED AS 0.703 ACRE ("TRACT 1") AND 2,784 SQUARE FEET ("TRACT 2") IN A DEED FROM THE BASTROP COUNTY HISTORICAL SOCIETY TO BAHAM INTERESTS LIMITED PARTNERSHIP DATED MAY 3, 2013 AND RECORDED IN VOLUME 2230, PAGE 284 OF THE OFFICIAL RECORDS OF BASTROP COUNTY.

LICENSE TO ENCROACH AGREEMENT

This is a license agreement for the use of certain Right of Way (“ROW”) along Main Street also known as 702 & 704 Main Street for parking between the City of Bastrop, acting by and through its City Manager (hereinafter “City”) and Baham Interest Limited Partnership (hereinafter “Licensee”). Either may herein be referred to individually as “Party”; collectively, City and Licensee will be referred to as the “Parties.”

RECITALS

The Parties acknowledge and agree on the following:

1. City is the owner of certain real property as described on Exhibit A (“the Property”).
2. The Property is located immediately in front of a building in which Licensee conducts commercial activities.
3. Without this Agreement, parking would be required along the length of the roadway.
4. It is in the best interests of City and the public to have viable, on-going commercial enterprises operated in its downtown, particularly on Main Street, not only because of sales tax revenue that provides a direct, financial benefit to City, but also because such commercial activities attract visitors and shoppers to the downtown area, thereby increasing commerce overall.
5. The benefits to be derived by City and the public from this Agreement far outweigh the negligible negative impact this Agreement will have on the public’s use of City’s right of way in which the parking is located.
6. This Agreement is supported by full and adequate consideration.

TERMS OF THE AGREEMENT

In consideration of the recitals and mutual covenants and agreements contained in this Agreement, the Parties agree to the following terms:

ARTICLE 1

PREMISES AND PRIVILEGES

For and in consideration of the terms, conditions and covenants of this Agreement to be performed by Licensee, all of which Licensee accepts, City authorizes and permits Licensee to have the non-exclusive use of the Right of Way for its parking. The herein described privileges are non-transferable and shall not convey with the sale of the property for the term of the agreement described in Article 2 Licensee accepts the condition of the Property as is, where is, in its condition as of the effective date of this Agreement with no expectation that City will incur any expense in connection with the Property, including expenses for the repair of the Property necessitated by any damage that might occur to the Property under the use and scope of this Agreement by Licensee for commercial enterprises.

ARTICLE 2

TERM

The term of this Agreement shall be for a period of one (1) year, beginning on the effective date of this Agreement. Unless and until the Agreement is terminated, this Agreement will renew itself automatically on each anniversary of the Agreement for an additional one (1) year term.

ARTICLE 3

OBLIGATIONS OF LICENSEE

In addition to any other obligations imposed by this Agreement, Licensee accepts and will perform the following obligations:

1. Licensee shall not deny parking to the public.
2. Licensee shall neither construct nor permit any buildings or structures located on the Property without the written approval of the City of Bastrop.
3. Licensee shall be responsible for the enforcement and removal of unauthorized vehicles.
4. Licensee shall maintain the Property and keep it clear of trash and other debris.
5. Licensee shall not use the Property for storage.
6. Licensee agrees to remove all other obstructions out of the Right of Way.
7. Licensee agrees all future work within the right of way will require a request in writing by Licensee answered with written approval by the City Manager.
8. Licensee acknowledges that City may desire to repair, repave, or otherwise improve the Right of Way on which the parking is located. In this event, Licensee shall remove any vehicles parked on the Property for such amount of time as is necessary for the City to perform such repairs, repaving, or improvements. The City also retains the right to access the property for all other rights incidental to and necessary in connection with any utility lines or facilities which may be located on or under the Property. The City will perform all ordinary maintenance related to the Property, and it shall be noted that the following improvements are located within the City's Right of Way of the Property:
 - Parking spaces
 - A 5' and 6' sidewalk
 - Lamp posts
 - A 12" culvert pipe
 - A drainage grate
 - An irrigation system

ARTICLE 4

NOT A CONVEYANCE OF REAL PROPERTY INTEREST

The Parties agree and acknowledge that this Agreement is not a conveyance or transfer of any tenancy, leasehold or ownership interest of any kind in the Property or the Right of Way.

ARTICLE 5

NO LIABILITY FOR CITY

The Parties agree that the City shall have no liability for any losses or damages, neither direct nor consequential, resulting from the loss of any things on the Property, real or personal, whether by theft, vandalism, negligence, act of God, or other event or occurrence.

ARTICLE 6

NO ASSIGNMENT

Licensee shall not assign this Agreement without the prior written consent of the City.

ARTICLE 7

TERMINATION

This Agreement shall terminate upon the occurrence of any of the following:

1. Either the City or the Licensee may terminate this Agreement without cause by submitting 30 (thirty) days written notice of such to the other Party.
2. Licensee defaults in the performance of its obligations under this Agreement, if such default continues for a period of ten (10) days after written notice to Licensee by the City of the default.

Upon termination of this Agreement, Licensee shall remove all things placed within the Right of Way by Licensee or its agents, servants or employees. Licensee shall restore the right of way as nearly as practical to its condition prior to the initial execution of this Agreement.

The failure of the City to declare this Agreement in default shall not operate to bar or waive the right of the City to terminate this Agreement because of any subsequent violation of the Agreement.

ARTICLE 8

MISCELLANEOUS GENERAL PROVISIONS

1. Attorney's Fees. In any action brought for the enforcement of the obligations in this Agreement, the prevailing party shall be entitled to recover interest and reasonable attorney's fees.
2. Misrepresentation. All terms and conditions with respect to this Agreement are expressly contained in this document. Licensee agrees that no representative or agent of the City has made any representation or promise with respect to this Agreement not expressly contained in the Agreement.
3. Paragraph Headings. The paragraph headings are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.
4. Notices. Notices that are sent pursuant to any provision of this Agreement, at a minimum, shall be sent to the following:
5. Choice of Law and Venue. This Agreement is made and entered into by the Parties in the City of Bastrop, Bastrop County, Texas. This Agreement shall be construed in accordance with the laws

of the State of Texas and the venue of any suits arising from this Agreement shall be Bastrop County, Texas.

6. Entire Agreement Amendment: This Agreement including any exhibits constitutes the full and entire understanding and agreement between the Parties and supersedes any prior or contemporaneous written or oral agreements between the Parties. This Agreement may not be amended except by a written instrument agreed to and signed by both Parties.
7. Rights and Remedies Cumulative: The rights and remedies provided by this Agreement are cumulative; and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the Parties may have by law, statute, ordinance, or otherwise.
8. Agreement Approval: Each Party represents and warrants that all necessary approvals for this Agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this Agreement on behalf of the Parties indicated.
9. Originals: This Agreement may be executed in multiple or duplicate originals. A duplicate original or copy of this Agreement is as fully enforceable as an Original, whether the document is a “hard copy” or an electronic copy. This Agreement may be signed and a .pdf copy of the document transmitted electronically which shall then constitute an original signature on the document.
10. Effective Date: This Agreement shall become effective and enforceable upon the date on which both Parties signatures are collected and so attested.

SIGNATURE PAGE TO FOLLOW.

AGREED:

City of Bastrop, Texas

By: _____
Lynda Humble, City Manager

Date Signed: _____

ATTEST:

Ann Franklin, City Secretary for Bastrop, Texas

AGREED:

By: _____
Title: Baham Interest Limited Partnership

Date Signed: _____

ATTEST:

By: _____

Date Signed: _____



STAFF REPORT

MEETING DATE: September 10, 2019

AGENDA ITEM: 9J

TITLE:

Consider action to approve Ordinance No. 2019-42 of the City Council of the City of Bastrop, Texas amending Appendix A, the Master Fee Schedule for the City of Bastrop, attached as Exhibit A; providing that other fees not listed but now charged pursuant to other ordinances and resolutions shall remain in effect until transferred to the Master Fee schedule by amendment; Excluding sections A13.02 and A13.07; providing for findings of fact, enactment; enforcement; a repealer and severability; establishing an effective date; proper notice and meeting; and move to include on the September 24, 2019 agenda for a second reading.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

On September 25, 2018, City Council adopted Ordinance No. 2018-21 creating a Master Fee Schedule and establishing the process of amending this schedule annually as a part of the budget process.

POLICY EXPLANATION:

The Financial Management Policy states:

User-based fees – for services associated with a user fee or charge, the direct and indirect costs of that service will be offset by a fee where possible. There will be an annual review of fees and charges to ensure that fees provide adequate coverage of costs and services.

This fee schedule will be reviewed and updated annually as a part of the budget process. Each department will be responsible for reviewing their fees as a part of the budget and making sure the fees cover the cost of the service provided.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve Ordinance 2019-42 of the City Council of the City of Bastrop, Texas amending Appendix A, the Master Fee Schedule for the City of Bastrop, attached as Exhibit A; providing that other fees not listed but now charged pursuant to other ordinances and resolutions shall remain in effect until transferred to the Master Fee schedule by amendment; Excluding sections A13.02 and A13.07; providing for finding of fact, enactment; enforcement; a repealer and severability; establishing an effective date; proper notice and meeting; and move to include on the September 24, 2019 agenda for a second reading.

ATTACHMENTS:

- Ordinance 2019-42

ORDINANCE NO. 2019-42

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING APPENDIX A, THE MASTER FEE SCHEDULE FOR THE CITY OF BASTROP ATTACHED AS EXHIBIT A; PROVIDING THAT OTHER FEES NOT LISTED BUT NOW CHARGED PURSUANT TO OTHER ORDINANCES AND RESOLUTIONS SHALL REMAIN IN EFFECT UNTIL TRANSFERRED TO THE MASTER FEE SCHEDULE BY AMENDMENT; EXCLUDING SECTIONS A13.02 AND A13.07; PROVIDING FOR FINDINGS OF FACT, ENACTMENT, ENFORCEMENT, A REPEALER, AND SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, on September 25, 2018, the City Council of the City of Bastrop adopted a Master Fee Schedule, Ordinance No. 2018-21, for the purpose of setting forth the comprehensive fees assessed and collected by the City for a range of applications, permits, licenses, services and activities; and

WHEREAS, Ordinance No. 2018-21 provides that the City Council will amend the Master Fee Schedule annually during the budget process; and

WHEREAS, although the purpose of this ordinance is to amend the Master Fee Schedule, this ordinance is not intended to amend, abolish, or change any fee heretofore established that is not listed in the Master Fee Schedule.

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

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

SECTION 2. ENACTMENT That from and after the effective date of this Ordinance, the fees and charges set out in the Master Fee Schedule, Appendix A of the Code of Ordinances, as amended to read as described in Exhibit "A" shall be collected on behalf of the City. Other sections, fees or charges not referenced in Exhibit "A" shall remain unaffected by this Ordinance.

SECTION 3. CONFLICTS That in the event of a conflict between a fee set out in the Master Fee Schedule and the provisions of any other City ordinance or resolution, the provisions of the Master Fee Schedule shall prevail; however, this Ordinance shall not amend, abolish or change any fee heretofore established that is not listed in the Master Fee Schedule and such fees shall continue in effect for all purposes until amended by ordinance or resolution or transferred to the Master Fee Schedule.

SECTION 4. REPEALER In the case of any conflict between other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

SECTION 5. SEVERABILITY If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

SECTION 6. ENFORCEMENT The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance.

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

SECTION 7. EFFECTIVE DATE That the fees provided for in this Ordinance relative to the various proposed rates and fees shall become effective on the 1st day of October 2019, except for the Library Membership fees, which shall become effective on the 1st day of January 2020.

SECTION 8. OPEN MEETINGS It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ & APPROVED on First Reading on the 10th day of September 2019.

READ & ADOPTED on the Second Reading on the 24th day of September 2019.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

GENERAL PROVISIONS

SEC Reference	Last updated	Description	Amount of fee
A1.07		RECORDS MANAGEMENT PROGRAM	
A1.07.017	1995 Code	Charges for printing copies for public information	
		Standard size paper copy (per page)	\$0.10
		Non-standard-size copy-Diskette (each)	\$1.00
		Non-standard-size copy-Magnetic tape (each)	\$10.00
		Non-standard-size copy-VHS videocassette (each)	\$2.50
		Non-standard-size copy-Audio cassette (each)	\$1.00
		Non-standard-size copy-Paper (each)	\$.50
		Non-standard-size copy-Other	Actual Cost
		Personnel Charge per hour	\$15.00
		Overhead charge-20% of personnel charge	Actual
		Microfiche or Microfilm-paper copy	\$.10
		Microfiche or Microfilm-copy	Actual Cost
		Remote document retrieval charge	Actual Cost
		Computer resource charge-Mainframe-per minute	\$17.50
		Computer resource charge-Midsize- per minute	\$ 3.00
		Computer resource charge: Client/server-per minute	\$1.00
		Computer resource charge-PC or LAN-per minute	\$.50
		Programming time charge-per hour	\$26.00
		Miscellaneous supplies	Actual Cost
		Postage and shipping charge	Actual Cost
		Fax charge-Local per page	\$.10
		Fax charge-long distance- same area code-per page	\$.50
		Fax charge-long distance-different area code-per page	\$1.00
		Other costs	Actual Cost

PARKS

SEC Reference	Last updated	Description	Amount of fee/Deposit
1.10		PARKS	
1.10.002	Ord. No. 2016-06 3/22/2016	Noncommercial fees and deposits: Pavilions (including BBQ pits when available) and concession stand. Schedule for noncommercial fees and deposits for the pavilions located in Fisherman’s Park, Bob Bryant Park, Kerr Park, and Hunter’s Crossing Park. Less than 100 Patrons 101-200 Patrons 201-300 Patrons Concession Stands (The concession stand at the splash pad may only be reserved by youth (17 and under). Parent or guardian adult supervision is required. Other fees, including vendor and/or permit fee may apply (see chapter 4 of this code). Multipurpose fields: Schedule for noncommercial fees and deposits for multipurpose fields in Fisherman's Park, Bob Bryant Park and Hunter's Crossing Park. Less than 100 Patrons 101-300 Patrons 301-500 Patrons Additional park amenities fees non-commercial use. Softball fields -daily/practice use Softball fields-additional lighting (6-10 pm) Softball fields-tournament use Softball fields-tournament use-additional lighting (6-10pm) Sand volleyball court (no lighting available)	 \$50.00/\$50.00 \$100.00/\$150.00 \$150.00/\$250.00 \$0.00/\$50.00 \$50.00/\$100.00 \$75.00/\$150.00 \$100.00/\$200.00 \$20.00 per hour/\$50.00 flat fee \$10.00 per hour \$150.00 per day/\$100.00 flat fee \$10.00 per hour \$40.00 per 4- hour block

SEC Reference	Last updated	Description	Amount of fee/Deposit
		Pier/scenic outlook	\$40.00 per 4-hour block
		Pier/scenic outlook-seating at additional cost	\$2.00 per chair
		Tennis & Basketball courts	\$4.00 per 4 hour block
		Tennis & Basketball courts-limited lighting available	\$10.00 per hour (6-10pm)
		City Staff-required with 100+patrons	\$25.00 per hour
		Additional equipment required	Standard FEMA rates apply
		Barricades – Type I	\$3.00 each
		Barricades – Type II	\$10.00 each
		Barricades – Type III	\$20.00 each
		Cones 24-36 inches	\$1.00 each
		Cones 48 inches	\$2.00 each
		Commercial fees and deposits:	
		Pavilions (including BBQ pits when available). Schedule for commercial use fees and deposits for the pavilions located in Fisherman’s Park, Bob Bryant Park, Kerr Park, and Hunter’s Crossing Park.	
		Less than 100 patrons	\$100.00/\$200.00
		101-200 patrons	\$200.00/\$300.00
		201-300 patrons	\$300.00/\$400.00
		Greater than 300	Special event permit required
		Multipurpose fields	
		Schedule for commercial use fees and deposits for the multipurpose fields in Fisherman’s Park, Bob Bryant Park, Kerr Park, and Hunter’s Crossing Park.	
		0-100 patrons	\$100.00/\$200.00
		101-200 patrons	\$250.00/\$400.00
		201-500 patrons	\$400.00/\$600.00
		Additional park amenities fees commercial use.	
		Softball fields-daily practice use	\$30.00 per hour/\$100.00 deposit
		Softball fields-additional lighting (6-10pm)	\$10.00 per hour
		Softball fields-tournament use	\$250.00 per day/\$200.00 deposit
		Softball fields-additional lighting (6-10pm)	10.00 per hour

SEC Reference	Last updated	Description	Amount of fee/Deposit
		Sand volleyball court – 4-hour block (no lighting)	\$80.00
		Pier/Scenic outlook -4-hour block	\$80.00
		Pier/Scenic outlook – additional seating	\$3.00 per chair
		Tennis & Basketball courts – 4-hour block	\$80.00
		Tennis & Basketball courts-limited lighting available (6-10 pm)	\$10.00 per hour
		City staff – required with 100+	\$25.00 per hour
		Additional equipment required	Standard FEMA rates
		Barricades Type I	\$5.00 each
		Barricades Type II	\$20.00 each
		Barricades Type III	\$25.00 each
		Cones 24-36”	\$2.00 each
		Cones 48”	\$4.00 each

The fees and deposits provided for in this section are for one (10) week period of the commercial use. Each ten (10) week period shall require a new fee and deposit.

Rodeo Arena Rental Fees

Rodeo Arena Rental includes lighting	\$200.00 per day
Security Deposit for entire event	\$400.00
Rodeo Arena Rental-4-hour block before dark	\$50.00
4-hour block before dark security deposit	\$100.00 per 4 hr block
Rodeo Arena Rental-4-hour block after dark	100.00
4-hour block after dark security deposit	\$200.00 per 4 hr block

Services required during event

Arena dirt work-City crew-tractor, drag	See Fee Schedule \$50.00 per hour
City Staff (litter, assistance, etc.)	\$20.00 per hour, per person
Electricity for arena lights	\$10.00 per hour
Water for arena dirt work	\$5.00 per 1,000 gallons
RV and/or campsites with hook-ups (includes water/electric)	\$35.00 per day
Concession stand/kitchen	See concession stand agreement

SEC Reference	Last updated	Description	Amount of fee/Deposit
		Dog training	
		Dog training classes in Bark Park only per class	\$25.00
		Deposit	\$50.00

LIBRARIES

SEC Reference	Last updated	Description	Amount of fee/Deposit
<u>A1.12</u>		Membership Fees	
		<u>Annual Membership</u>	<u>Resident: \$0.00</u> <u>Non-Resident: \$25.00</u>
		<u>Six-month Membership</u>	<u>Resident: \$0.00</u> <u>Non-Resident: \$15.00</u>
		Circulating Material Fines & Fees	
		<u>Material Returned After Due Date</u>	<u>\$0.10 per item per day after a five-day grace period, \$5.00 cap per item.</u>
		<u>Replacement of Bastrop Public Library materials lost or damaged beyond repair</u>	<u>Manufacturer's suggested retail price (MSRP)</u>
		<u>Replacement of Interlibrary Loan materials lost or damaged beyond repair</u>	<u>Set by lending library</u>
		<u>Interlibrary Loan return shipping costs</u>	<u>\$3.00 per item</u>
		Meeting Rooms	
		<u>Maynard Conference Room</u>	<u>General: \$25.00 per hour</u>
		<u>Pressley Meeting Room</u>	<u>General: \$50.00 per hour</u>
		Supply and Equipment Fees	
		<u>Printing – Black & White, Letter-sized paper</u>	<u>\$0.10 per page</u>
		<u>Printing – Color, Letter-sized paper</u>	<u>\$1.00 per page</u>
		<u>Printing – Black & White, Ledger-sized paper (11X17")</u>	<u>\$0.20 per page</u>

3D Printing, except as part of an official Library program

\$0.10 per gram

Miscellaneous Fees

Replacement library card

\$1.00

FILM AND BROADCASTING

SEC Reference	Last updated	Description	Amount of fee/Deposit
A1.18		FILM AND BROADCASTING	
A1.18.002	Ord. No. 2016-32 11/8/2016	Film and Broadcasting	
		BTXN field production rates	
		Preproduction (Crew coordination, call sheet, and one meeting)	\$35.00
		Raw show transfer (*No charge if BTXN is editing requires approximately ½ hour each for set-up and breakdown)	\$20.00*
		Administration charge	12% of total bill
		BTXN crew member studio production rates per hour (2-hour minimum)	
		Producer	\$50.00
		Director/technical director	\$35.00
		Audio technician	\$35.00
		Floor manager	\$30.00
		Camera operator	\$30.00
		Graphics and CG technician/teleprompter operator	\$30.00
		Audio assistant	\$25.00
		Production assistant	\$20.00
		BTXN studio editing rates per hour (2-hour minimum)	
		Editor	\$40.00 per hour
		Graphics/audio mix/color correct	\$50.00 per hour
		BTXN studio miscellaneous rates	
		Additional DVDs (first one no charge with editing time)	\$15.00

Additional video files (one full quality high resolution file included with editing time)	\$15.00
Additional ½ hour editor review session (first one included with editing time)	\$20.00

ANIMAL CONTROL

SEC Reference	Last updated	Description	Amount of fee/Deposit
A2.02		VACCINATION AND LICENSING OF DOGS AND CATS	
A2.02.005	Ord. No. 2005-15 03/22/2005	Guard dog permit	\$35.00
A2.02.008	Ord. No. 2008-10 02/26/2008	License fee Altered dog Unaltered dog per animal	\$5.00 \$25.00 per animal, per year
A2.03	Ord. No. 2005-15 03/22/2005	KENNELS AND MULTIPLE PET OWNERSHIP	
A2.03.002		Kennel permit Multiple pet owner’s permit Private breeder’s permit	\$35.00 \$35.00 \$35.00
A2.003.006		Commercial animal sales permit	\$35.00
A2.04	Ord. No. 2005-15 03/22/2005	IMPOUNDMENT	
A2.04.001		Authorized fees Initial impoundment fee Dog or cat per additional day	\$40.00 per animal \$3.50 per animal
A2.04.002		Owner surrender fees Animals surrendered by owner/harbinger: owner surrender one pet Owner surrender pets in litter, 8 weeks-3 months Owner surrender under 8 weeks of age	\$20.00 \$25.00 per litter \$10.00 per animal

A2.04.007		Adoption of impounded animals Adoption fee with mandatory spay/neuter agreement	\$15.00
A2.04.035		Livestock and estray impoundment fees Cattle, per head Equine, per head Goats/sheep, per head Swine, per head Exotic fowl, per bird	\$40.00 each \$40.00 each \$40.00 each \$40.00 each \$40.00 each
A2.08	Ord. No. 2005-15 03/22/2005	DANGEROUS DOGS	
A2.08.010		Permit and tag Dangerous dog, unsprayed/unneutered Dangerous dog, spayed/neutered Dangerous dog, renewal, unsprayed/unneutered Dangerous dog, renewal, spayed/neutered	\$100.00 each \$50.00 each \$50.00 each \$25.00 each

BUILDING REGULATIONS

SEC Reference	Last updated	Description	Amount of fee/Deposit
A3.01		GENERAL PROVISIONS	
A3.01.002	Ord. No. 2017-23 09/27/2017	Charges for consulting services Professional fees and related charges incurred by the City for the services of consultant(s):	Actual fee plus 15% administrative fee
A3.01.003	Ord. No. 2017-23 09/27/2017	Work commencing prior to permit issuance- The greater of:	100% of the calculated permit and inspection fees or \$150, in addition to the required permit and inspection fees
A3.01.004	Ord. No. 2017-23 09/27/2017	Re-inspection and certificate fees:	

SEC Reference	Last updated	Description	Amount of fee/Deposit
		Failed inspections or re-inspections	\$75.00 <u>per inspection</u>
		Certificate of Occupancy (change in use)	\$150.00
		Certificate of Occupancy	\$250
		Certificate of Occupancy (change in ownership)	\$75.00
		Copies/Re-issue Certificates of Occupancies, inspections copies	\$10.00 \$25
		Courtesy Inspections	\$25.00
		<u>Administration fee (per permit application)</u>	<u>%5 of permit fee</u>
		<u>Emergency Repair</u>	<u>50% reduction (must be verified by Building Official)</u>
		Permit Technology Fee	\$6.00 per permit
A3.04			BUILDING CODE
A3.04.002	Ord. No. 2017-23 09/27/2017	Schedule of permit fees	
		All permit and inspection fees shall be based on the following schedule, unless otherwise stated or authorized by state law:	
		<u>Total Valuation</u>	<u>Fee</u>
		<u>New Construction Permit - Commercial</u>	<u>*SF Value based on ICC Building Valuation Data</u>
		\$1,000,000.00 and less	\$7.50 per \$1,000.00 of valuation
		\$1,000,001.00 and up	\$7,500 for the first \$1,000,000.00 plus \$4.00 per additional \$1,000
		<u>Inspection fee</u>	<u>25% of the permit fee</u>
		<u>For buildings with a calculated value of greater than \$2,000,000.00, the Building Official, at their discretion, may use an alternative valuation. e.g. the declared project value.</u>	

~~Residential permit and inspection fees will be assessed using the Primary Use Chart, based off the current International Code Council (ICC) Building Valuation Data.~~
New Construction Permit - Residential

Less than 900 sf; \$650 (includes trade permits)
901 to 1,500 sf; \$1,200 plus \$0.25 per sf
1,500 to 4,999 sf; \$1,500 plus \$0.25 per sf
Greater than 5,000 sf; \$2,000 plus \$0.25 per sf

~~Non-Licenses Trade Permit Fee~~

~~\$75.00 per building~~

~~Failed inspections, re-inspections over inspection allowance~~

~~\$75.00 each~~

~~Residential remodel permit. Using square footage affected only~~

~~35% of new building cost
Using Primary Use Chart~~

~~Minimum Permit Fee~~

~~\$50.00, plus \$75.00 per inspection~~

~~Commercial permit and inspection fees will be assessed using the Primary Use Chart, based off the current International Code Council (ICC) Building Valuation Data.~~

~~Non-Licenses Trade Permit Fee~~

~~\$75.00 per building, plus
\$75.00 per additional floor of multi-story buildings~~

~~Failed inspections, re-inspections, or inspections over inspection allowance~~

~~\$75.00 per each~~

Minimum (Base) Permit Fees if no fees mentioned are applicable:

Residential

\$100

Commercial

\$500

~~Shell Building Permit (using the Primary Use Chart)~~

~~65% of new building fee~~

~~Tenant Finish-out permit (using the Primary Use Chart)~~

~~35% of new building costs,
Per finish-out area~~

~~Commercial remodel permit (using the Primary Use Chart)~~

~~35% of new building cost~~

~~Using square footage affected only~~

Commercial Shell Building Permit

65% of the New Construction Permit Fee

Commercial Tenant Finish out

65% of the New Construction Permit Fee, per finish out area

Commercial Remodel Permit Fee

\$1,000 plus \$.50 per sqft.

Minimum Permit Fee:

\$100.00, plus \$75.00 per inspection

<u>Residential Inspection Fee (with New Construction Permit)</u>	<u>35% of New Construction Permit Fee</u>
<u>Commercial Inspection Fee (with New Construction Permit)</u>	<u>35% of New Construction Permit Fee</u>
<u>Miscellaneous Inspections Commercial</u>	<u>\$75 per inspection; After hours \$75 per hour 2 hour min.</u>
<u>Miscellaneous Inspections Residential</u>	<u>\$25</u>
<u>Failed re-inspections</u>	<u>\$75 per inspection</u>
Other fees not listed above:	
Roofing permit – Residential	\$150.00
Roofing permit – Commercial	\$500.00 + \$.10 s Sqft.
Construction Trailer – includes hookup fee for electrical and plumbing, excludes fees charged by other utility entities)	\$150.00 \$500 <u>Does not include fees from other utilities</u>
Accessory buildings:	
Above 240 square feet	Fee will be calculated using the Primary Use Chart
Garages will use the Storage Low hazard (S-2) use	
Accessory building under 240 sq. ft.	\$75.00
<u>Accessory Buildings</u>	<u>160 sf or less: \$75</u>
	<u>Over 160 sf: \$300</u>
<u>Accessory Dwelling Unit Finish-Out</u>	<u>\$500 (includes trade permits)</u>
<u>Accessory Structure (non-habitable)</u>	<u>\$75 (No 5% Admin fee)</u>
<u>Accessory Building (electric, plumbing, etc.)</u>	<u>\$200 (No 5% Admin fee)</u>
<u>Residential Kitchen Remodel</u>	<u>\$100 (includes trade permits) (No 5% Admin fee)</u>
<u>Residential Bathroom Remodel</u>	<u>\$75 (includes trade permits) (No 5% Admin fee)</u>
<u>Residential Misc. Remodel</u>	<u>\$75 (includes trade permits) (No 5% Admin fee)</u>
Fences –Commercial	\$175.00
Fences - Residential	\$25.00
Fire related fees:	
Residential fire sprinkler permit	\$175.00
Commercial Fire sprinkler permit	\$500.00
Fire alarm system	\$200.00
Fire suppression system	\$150.00
Inspection fee	\$75.00
Floodplain Development Permits:	
Single Family, community facility	\$150.00
Multifamily, commercial, industrial	\$250.00

SEC Reference	Last updated	Description	Amount of fee/Deposit
A3.04.005		Appeal to Construction Standards Board Amendment to schedule of permit fees: B102. Moving fees will be divided into 2 categories: For the moving of a portable building or structure For the moving of a permanent building or structure	\$150.00 \$25.00 \$100.00
A.3.05 A.3.05.035	Ord. No. 2017-23 9/26/17	ELECTRICITY - ELECTRICAL CODE Electrician licensing fees. Commercial trades will pay an attachment fee to a general construction contract. Each subcontractor company will pay this fee for all project on which work is performed. Residential trades will pay an attachment fee to a general construction contract. Each subcontractor company will pay this fee for all projects on which work is performed.	 \$150.00 \$75.00
	Ord. No. 2017-23 9/26/17	Permit and Inspection fees: Commercial electric permit: Residential electric permit: <u>Residential Trade Fee (each project/permit)</u> <u>Commercial Trade Fee (each project/permit)</u> <u>Inspection Fees (Re-inspect or Failed)</u> <u>Emergency Electric Repair (upgrade required)</u>	 \$150.00 \$75.00 \$75 <u>\$200 per building, plus \$150 per additional floor (+1 stories)</u> <u>\$100</u> <u>No Fee</u>
A3.06		PLUMBING CODE Commercial Plumbing Permit Residential Plumbing Permit <u>Residential Trade Fee (each project/permit)</u> <u>Commercial Trade Fee (each project/permit)</u>	 \$150 \$75 \$75 <u>\$200 per building, plus \$150 per additional floor (+1 stories)</u>

		<u>Inspection Fees (Re-inspect or Failed)</u>	<u>\$100</u>
		<u>Water Heater Replacement</u>	<u>\$50 (No 5% Admin fee)</u>
A3.06.037	Ord. No. 2017-23 9/26/17	Plumbing inspection fees.	
		Commercial Irrigation Permit	\$200.00
		Residential Irrigation Permit	\$75.00
		<u>Inspection Fees (Re-inspect or Failed)</u>	<u>\$100</u>
MECHANICAL CODE			
A.3.07			
A3.07.001	Ord. No. 2017-23 9/26/17	Inspection and mechanical trade fees.	
		<u>Residential Trade Fee (each project/permit)</u>	<u>\$75</u>
		<u>Commercial Trade Fee (each project/permit)</u>	<u>\$200 per building, plus \$150 per additional floor (+1 stories)</u>
		<u>Inspection Fees (Re-inspect or Failed)</u>	<u>\$100</u>
		<u>HVAC Replacement</u>	<u>\$50 (No 5% Admin fee)</u>
		<u>Commercial Mechanical Permit</u>	<u>\$150.00</u>
		<u>Residential Mechanical Permit</u>	<u>\$75.00</u>
SWIMMING POOLS			
A3.15			
A3.15.001	Ord. No. 2017-23 9/26/17	Permit and inspection fees.	
		Commercial Swimming pool permit	\$500.00 <u>\$750</u>
		Residential Swimming Pool Permit	\$200.00
		<u>Inspection Fees (Re-inspect or Failed)</u>	<u>\$100</u>
MOVING OF STRUCTURES, DEMOLITION AND SITE WORK			
A3.16			
A3.16.001	Ord. No. 2017-23 9/26/17	Permit and inspection fees.	
		<u>Demolition permit above 5,000 sq. ft.</u>	<u>\$250.00</u>
		<u>Demolition permit 5,000 sq. ft. or less</u>	<u>\$75.00</u>
		<u>Demolition Permit:</u>	

<u>Residential</u>	<u>\$350</u>
<u>Commercial</u>	<u>\$500</u>
Moving permit – Over 240 SQFT.	\$150.00
Moving Permit – 240 SQFT or less	\$25.00
<u>Moving Permit:</u>	
<u>160 sq. ft. or less</u>	<u>\$25</u>
<u>Over 160 sq. ft.</u>	<u>\$200</u>
Site work permit	\$150.00 plus
	\$50.00 for each additional acre over 1 acre
<u>Road Closure/ROW obstruction</u>	<u>\$150</u>
Inspection fee	\$75.00 per inspection

A3.18

MOBILE HOME PARKS

A3.18.002	1995 Code	New Mobile Home Park Permit	\$500.00 plus \$25 per space
A3.18.003	1995 Code	License.	
		Original license	\$1,000.00
		Annual Renewal License	\$500.00
		Transfer of Mobile Home license fee.	\$500.00

SIGNS

A3.20.053	1995 Code	Signs: Fees	
		New free-standing sign permit application:	\$50 plus \$1 per foot of height and \$1 per foot of sign area <u>\$200 plus \$2/ft. of sign height and \$2/sq. ft. of sign area</u>
		New wall sign permit application: [Note electrical permit are in addition, see A3.05.0385]	\$50 <u>\$100</u> plus \$1 per square foot
		Temporary signs	\$25 <u>\$50</u> per month
		Repair or reface of existing sign cabinet	\$25 <u>\$75</u>
		Comprehensive Sign Plan	\$500.00

A3.20.054 Ord. No. 2017-23
9/26/17

A3.21

STREETS, RIGHTS-OF-WAY AND PUBLIC PROPERTY

A3.21.064	Construction of public rights-of-way fee – work within the Right-Of-Way (driveway, sidewalks, culvert or drainage channel modification etc.)	\$125.00
	<u>Work within the Right-of-Way Permit (driveway, sidewalks, culvert or drainage channel mod., etc.)</u>	<u>\$200</u>

A3.22 Ord. No. 2017-23
09-26-2017

A3.22.022

BUSINESS REGULATIONS

SEC Reference	Last updated	Description	Amount of fee/Deposit
A4.03	Ord. No. 2017-03	TAXICABS, SHUTTLES AND TOURING VEHICLES	
A4.03.001		License Fee – Annual license and inspection fee for taxicabs, shuttles, touring and alternative vehicles.	\$25.00 Per Vehicle \$12.00 Additional fee, per driver.
A4.04	Ord. No. 2005-7	PEDDLERS, SOLICITORS AND VENDORS	
A4.04.033		Fees	
		Individual peddler, solicitor and vendor permit (60 days).	\$30.00
		Individual peddler, solicitor, vendor permit (each agent or employee).	\$10.00
		Renewal of individual peddler, solicitor and vendor permit.	\$15.00
		Replacement permit.	\$10.00

A4.04.073	Ord. No. 2005-7	Permit for temporary/seasonal and multiple vendors – Fee; right of city to refuse permit	
		Temporary/seasonal and/or multiple vendors or events permit (30 days).	\$100.00
		Temporary/seasonal and/or multiple vendors or events permit (60 days).	\$150.00
		Temporary/seasonal and/or multiple vendors or events permit (90 days).	\$200.00
		Replacement permit.	\$10.00
A4.05	1995 Code	COIN-OPERATED MACHINES	
A4.05.001		Occupation Tax – Charge for release of machine sealed for nonpayment.	\$5.00
A4.06		SPECIAL EVENTS PERMITS, PUBLIC GATHERINGS AND PARADES	
A4.06.008	Ord. No. 2009-12, 6/9/09	Application Processing Fee	
		With proof of non-profit status (i.e., 501-C)	\$100.00
		Processing fee all others.	\$300.00
		Security deposit for damages/cleanup. Refundable if the location of the special event is clean and free of litter and damage.	\$500.00
		Inspection fee required for amusement rides, temporary structures, and special electrical and water/wastewater needs.	\$50.00
		Re-inspection fee required for above-described items.	\$75.00
A4.07	1995 Code	SEXUALLY ORIENTED BUSINESSES	
A4.07.033		Division 2. License - Fee	
		Initial Application	\$2,000.00
		Annual Fee	\$500.00

A4.10 Ord. No. 2014-5,
4/22/14
A4.10.011

VEHICLE TOWING

Fees for non-consent tows. (Maximum fees allowed)

Regular towing charge (for vehicles not requiring the use of heavy-duty wrecker) for vehicles 10,000 pounds or less. \$150.00

If medium duty or heavy-duty wrecker is used to tow vehicles in excess of 10,000 pounds. \$300.00

The following additional fees may be charged if verified by the peace officer in charge of the accident scene:

Exceptional labor such as clearing debris. Exceptional labor does not include normal hook-up procedure or routine cleanup not to exceed 30 minutes. and does not include the disposal of classified hazardous waste or vehicle cargo. \$75.00 per hour

SEC Reference	Last updated	Description	Amount of fee/Deposit
		Winching, one-hour minimum, only if normal hook-up is not possible because of conditions or location of vehicle	\$75.00 per hour
		Wait time, if it exceeds 30 minutes from time of arrival at the accident scene.	\$35.00 per hour
		Flat fee for use of medium duty or heavy-duty wrecker, if it exceeds 30 minutes from time of arrival.	\$100.00 per hour
		If an additional operator is required to complete a tow, the second operator may charge a fee.	\$35.00 per hour
		Towing fee study: Towing company(ies) requesting a towing fee study from the city shall deposit prior to the city beginning the study.	\$500.00

FIRE PREVENTION AND PROTECTION

SEC Reference	Last updated	Description	Amount of fee
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A5.08 Ord. No. 2017-18, Exh. A, 7/11/17 **EMERGENCY, FIRE AND RESCUE SERVICES**

A5.08.001 **Fees and Charges**

Unit of Measure	Apparatus	Price per Hour
Per engine	Class A engine	\$500.00
Per aerial	Aerial	\$500.00
Per rescue unit	Rescue (heavy)	\$600.00
Per brush unit	Brush truck	\$400.00
Per command unit	Command car/truck	\$200.00
Per PPV fan	PPV fan	\$55.00
Per generator	Generator, portable	\$55.00
Per generator	Generator	\$55.00
Per saw	Chain saw	\$45.00
Per pump	Portable pump	\$95.00
Per pump	Float pump	\$65.00

Unit of Measurement	Tool	Price
Per incident	Foam nozzle	\$55.00
Per incident	Foam eductor	\$50.00
Per gallon	AFFF foam	\$40.00
Per gallon	Class A foam	\$25.00
Per incident	Piercing nozzle	\$40.00
Per incident	M/S fog nozzle	\$55.00

Per incident	M/S straight bore nozzle	\$30.00
Each used	Salvage cover	\$28.00
Each used	SCBA pack	\$85.00
Per incident	Hall runner	\$18.00
Per incident	Portable tank	\$75.00
Per incident	Water extinguisher	\$22.00
Per incident	Dry chemical extinguisher	\$45.00
Per incident	CO ₂ extinguisher	\$45.00
Each used	Scene lights	\$22.00
Each used	Water vests	\$30.00
Per incident	Thermal imaging camera	\$75.00
Per incident	Sawzall	\$55.00
Unit of Measurement	Supplies/Service	Price
Per bag	Absorbent	\$17.00
Each used	Absorbent booms	\$40.00
Each used	Top sol	\$35.00
Each used	Disposable coveralls	\$30.00
Each used	Neoprene gloves	\$20.00
Each used	Latex gloves	\$6.00
Each used	Over boots	\$25.00
Each used	Disposable goggles	\$15.00
Each used	Gas plug kit	\$50.00
Each used	Plug and dike	\$65.00
Each used	Drum liners	\$10.00

Each used	Barricade tape	\$22.00
Each used	Poly sheeting	\$55.00
Per incident	Removal of hazardous material	\$150.00
Per incident	Disposal of hazardous material	\$150.00
Per incident	Gas multimeter	\$65.00
Per incident	CO ₂ meter	\$65.00
Per quart	Microblaze	\$10.00
Per 5 gallons	Microblaze	\$150.00
Unit of Measurement	Tool	Price
Per incident	Spreaders	\$250.00
Per incident	Cutters	\$250.00
Per incident	Rams	\$250.00
Per incident	Air bags	\$250.00
Per incident	K-12 saw	\$55.00
Per incident	Target saw	\$55.00
Per incident	Ajax tool	\$25.00
Per incident	K-tool	\$25.00
Per incident	Windshield tool	\$15.00
Each used	Rescue blanket	\$32.00
Each used	Rope	\$25.00

Collision investigation fee. Charged in responses where no mitigation services, debris removal, or rescue services are performed: \$275.00

MUNICIPAL COURT

SEC Reference	Last updated	Description	Amount of fee
A7.01		MUNICIPAL COURT - GENERAL PROVISIONS	
A7.01.014	1995 Code	Jurors - Jury fee. Jury fee for defendant convicted after requesting jury trial	\$5.00
A7.01.023	1995 Code	Fee for person requesting driving safety course.	\$10.00
A7.02		MUNICIPAL COURT – BUILDING SECURITY FUND	
A7.02.002	1995 Code	Assessment of fee – Security fee for defendants convicted in a trial for a misdemeanor offense (except for parking ticket offenses) in the municipal court.	\$3.00
A7.03		TECHNOLOGY FUND	
A7.03.002	1995 Code	Assessment of fee - Technology fee for defendants convicted of a misdemeanor offense in the municipal court.	\$4.00
A.7.04		JUVENILE CASE MANAGER FUND	
A.7.04.002	Ord. No. 2005-40, 11/22/05	Assessment of fee - Juvenile case manager fee for defendants convicted of a fine-only misdemeanor offense (except for parking citations) in municipal court.	\$5.00

OFFENSES AND NUISANCES

SEC Reference	Last updated	Description	Amount of fee
A8.05.091	1995 Code	ABANDONED AND JUNKED VEHICLES	
		Fee to accompany report of garage keeper to police department	\$5.00

SUBDIVISIONS

SEC Reference	Last updated	Description	Amount of fee
A10.03.002	Ord. No. 2017-23 9/26/2017	SUBDIVISION ORDINANCE - FILING FEES AND CHARGES	
		Preliminary Plat	\$1,025.00, plus \$25.00 per lot, and \$25.00 per acre of right-of-way, \$1,200.00 minimum \$1700 + \$125 per acre
		<u>Administration fee (per application)</u>	<u>5% of application fee</u>
		<u>Completeness Check</u>	<u>\$250</u>
		Final Plat	\$825.00, plus \$20.00 per lot and \$20.00 per acre of right-of-way \$1,275 + \$125 per acre
		<u>Construction Plan Review</u>	<u>0.5% of total cost of improvements, \$1,000.00 minimum*</u>
		<u>Construction Plan Inspection</u>	<u>2.5% of total cost of improvement, \$2,500.00 minimum*</u>
		Amended/Administrative Plat	\$525.00 per plat \$1,275 + \$125 per acre
		Replats/ <u>Vacation</u>	\$700.00 per plat \$1,275 + \$25 per acre

		<u>Public Improvement Plan Review</u>	<u>\$5,000 minimum + all professional fees*</u>
		<u>Public Improvement Inspections</u>	<u>3.5% of total cost of improvement, \$2,500 minimum</u>
		<u>Public Improvement Plan Agreement Review</u>	<u>\$3,000 + all professional fees*</u>
		<u>Conceptual Drainage Plan Review</u>	<u>\$1,200</u>
		<u>Preliminary Drainage Plan review</u>	<u>\$2,300</u>
		<u>Final Drainage Plan Review</u>	<u>\$1,500</u>
		<u>Infrastructure Plan Review</u>	<u>\$1,900</u>
		Technology Fee (per application)	\$25,000.00
		<u>Site Development</u>	
		<u>Site Development Plan Review</u>	<u>\$1700 + \$125 per acre</u>
		<u>Site Development Plan Revision</u>	<u>\$500</u>
		<u>Site Development Inspection</u>	<u>\$200</u>
		<u>Final Drainage Plan Review</u>	<u>\$1,500</u>
		<u>Misc. Administrative Plan Review</u>	<u>\$500</u>
		Site Development Plan:	
		—Less than or equal to ½ acre	\$500.00
		—Greater than ½ acre	\$1,000.00, plus \$200.00 per acre over 1 acre
		Site Development Plan Revision	\$225.00, plus \$0.05 per square foot of impervious cover

		Site Development Inspection Fee	\$200.00, plus \$0.02 per square foot of impervious cover (excluding buildings)
		Subdivision Variances	\$500.00 per request <u>\$1,000</u>
		Plat Recordation with the County	<u>\$150 +</u> fees charged by the County
		Legal Lot of Record Determination, Zoning Determination Letter	\$50.00
SEC Reference	Last updated	Description	Amount of fee
		Development/ License -Agreement	\$2,000.00 <u>\$3,000</u> , plus professional fees***
		Public Hearing <u>Meeting</u> Re-notification	\$200.00 <u>\$500</u> , if required by applicant <u>action</u>
		Land Disturbance Permit	\$200.00
		License Agreement, Easement <u>License to Encroach, Easement/ROW</u>	\$200.00 <u>\$500</u> , plus professional fees***
		Traffic Impact Analysis Review	\$5 <u>2500.00</u> , plus professional fees***
		Right-of-way Vacation	\$500.00 <u>\$1,700</u>
		Easement Vacation	\$300.00 <u>\$1,700</u>
		<u>Parkland Dedication:</u>	
		<u>Less than 4 dwelling units per building</u>	<u>\$500 per Unit</u>
		<u>4 or more dwelling units per building</u>	<u>\$400 per Unit</u>
		GIS Mapping Fees:	

		Map Printing Fee:	\$6.67 per square foot <u>+ \$50 an hour</u>
		Custom Map Fee:	\$100.00 <u>\$250</u> per hour
		Improvement Plan Digitizing**	\$150.00 <u>\$250 per hour</u> <u>May be waived if</u> <u>digital plans provided</u> <u>per City</u> <u>specifications</u>
		* Based on certified cost estimate provided by engineer of record and approved by the City	
		** Charged on projects requiring public infrastructure improvements. Fee may be waived if information provided per City specifications.	

UTILITIES

SEC Reference	Last updated	Description	Amount of fee
A13.04.010	Ord. No. 2005-44 11/22/05	On-Site Sewage Facilities Permit Fees	
		Standard System	\$250
		Designed System	\$400
		Modification to Standard Permit	\$100
		Modification to Designed Permit	\$100
		Adjustment from Standard to Design	\$100
		Holding Tank	\$200
		Septic Tank Replacement	\$125
		Reinspection (Failed installation Inspection)	\$125
		Maintenance Contract Renewal	\$25

A13.05.005	1995 Code	Creation of Water Districts	
		Filing Fee for application to create Water Control District or Municipal Utility District	\$10,000
A13.08.015	Ord. No. 2018-21 9/25/2018	Solid Waste	
		Residential Service monthly charge	\$16.05 <u>\$16.85</u>
		Residential Additional Cart monthly charge	\$5.25 <u>\$5.51</u>
		Residential Additional Recycling Cart monthly charge	\$2.10 <u>\$2.20</u>

Progressive Waste Solutions directly invoices Commercial Customers for the following Services:

Commercial Solid Waste Dumpster Services

Container Size	Weekly Collection Frequency ¹						Extra Pickups ¹
	1	2	3	4	5	6	
96-Gallon Cart	\$24.24 <u>\$25.42</u>			N/A	N/A	N/A	
2 CY Dumpster	\$69.95	\$190.67	\$234.76	\$249.51	\$286.93	\$301.28	\$65.10

	<u>\$73.45</u>	<u>\$200.20</u>	<u>\$246.50</u>	<u>\$261.99</u>	<u>\$301.28</u>	<u>\$316.34</u>	<u>\$68.35</u>
3 CY Dumpster	<u>\$76.12</u> <u>\$79.93</u>	<u>\$141.10</u> <u>\$148.15</u>	<u>\$223.40</u> <u>\$234.57</u>	<u>\$297.59</u> <u>\$312.47</u>	<u>\$371.74</u> <u>\$390.33</u>	<u>\$395.89</u> <u>\$415.68</u>	<u>\$70.35</u> <u>\$73.87</u>
4 CY Dumpster	<u>\$104.64</u> <u>\$109.87</u>	<u>\$152.53</u> <u>\$160.16</u>	<u>\$244.03</u> <u>\$256.23</u>	<u>\$324.96</u> <u>\$341.21</u>	<u>\$406.18</u> <u>\$426.49</u>	<u>\$497.38</u> <u>\$522.25</u>	<u>\$73.50</u> <u>\$77.17</u>
6 CY Dumpster	<u>\$114.64</u> <u>\$120.37</u>	<u>-\$187.42</u> <u>\$196.79</u>	<u>\$316.71</u> <u>\$332.55</u>	<u>\$397.90</u> <u>\$417.79</u>	<u>\$497.37</u> <u>\$522.24</u>	<u>\$596.84</u> <u>\$626.68</u>	<u>\$87.15</u> <u>\$91.51</u>
8 CY Dumpster	<u>\$130.78</u> <u>\$137.32</u>	<u>\$226.82</u> <u>\$238.16</u>	<u>\$339.23</u> <u>\$356.19</u>	<u>\$441.49</u> <u>\$463.56</u>	<u>\$551.86</u> <u>\$579.45</u>	<u>\$662.22</u> <u>\$695.33</u>	<u>\$99.75</u> <u>\$104.74</u>
10 CY Dumpster	<u>\$139.32</u> <u>\$146.29</u>	<u>\$229.96</u> <u>\$241.46</u>	<u>\$359.98</u> <u>\$377.98</u>	<u>\$480.80</u> <u>\$504.84</u>	<u>\$601.00</u> <u>\$631.05</u>	<u>\$721.20</u> <u>\$757.26</u>	<u>\$111.30</u> <u>\$116.86</u>

Commercial Recycling Dumpster Services (Non-Exclusive)

Container Size	Weekly Collection Frequency						Extra Pickups
	1	2	3	4	5	6	
96-Gallon Cart	<u>\$19.17</u> <u>\$20.13</u>			<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	
2 CY Dumpster	<u>\$62.95</u> <u>\$66.10</u>	<u>\$171.60</u> <u>\$180.18</u>	<u>\$210.85</u> <u>\$221.39</u>	<u>\$224.55</u> <u>\$235.78</u>	<u>\$258.25</u> <u>\$271.16</u>	<u>\$271.15</u> <u>\$284.71</u>	<u>\$65.10</u> <u>\$68.35</u>

3 CY Dumpster	\$68.51	\$126.98	\$205.26	\$255.18	\$342.11	\$410.53	\$70.35
	<u>\$71.94</u>	<u>\$133.33</u>	<u>\$215.52</u>	<u>\$267.94</u>	<u>\$359.22</u>	<u>\$431.06</u>	<u>\$73.87</u>
4 CY Dumpster	\$82.48	\$148.55	\$222.83	\$297.11	\$371.38	\$445.65	\$73.50
	<u>\$86.60</u>	<u>\$155.98</u>	<u>\$233.97</u>	<u>\$311.97</u>	<u>\$389.95</u>	<u>\$467.93</u>	<u>\$77.17</u>
6 CY Dumpster	\$85.98	\$140.56	\$237.54	\$298.43	\$373.02	\$447.64	\$87.15
	<u>\$90.28</u>	<u>\$147.59</u>	<u>\$249.42</u>	<u>\$313.35</u>	<u>\$391.67</u>	<u>\$470.02</u>	<u>\$104.74</u>
8 CY Dumpster	\$91.55	\$158.77	\$237.46	\$309.04	\$386.30	\$463.55	\$99.75
	<u>\$96.13</u>	<u>\$166.71</u>	<u>\$249.33</u>	<u>\$324.49</u>	<u>\$405.61</u>	<u>\$486.73</u>	<u>\$104.74</u>
10 CY Dumpster	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$111.30
							<u>\$116.86</u>

Additional Fee Commercial Services

Description of Service	Fee
Lock	\$11.55 <u>\$12.13</u> per month
Set of casters	\$21.00 <u>\$22.05</u> per month
Opening and closing of enclosures	No Charge
Excessive maintenance	\$105.00 <u>\$110.25</u> per swap more than 1x per year

Temporary Refuse Roll-off Services (Maximum allowable fee)

Roll-off Type and Size	Container Rental Fee ² (Per Day)	Initial Delivery Fee One-time)	Collection Fee (Per Pull)	Disposal Fee ³ (Per Ton)	Processing Fee ⁴ (Per Ton)
10 CY Roll-off ¹	\$4.99	\$136.22	\$327.94	\$24.39	\$0.00
	<u>\$5.24</u>	<u>\$143.03</u>	<u>\$344.24</u>	<u>\$25.61</u>	
15 CY Roll-off ¹	\$4.99	\$136.22	\$327.94	\$24.39	\$0.00
	<u>\$5.24</u>	<u>\$143.03</u>	<u>\$344.24</u>	<u>\$25.61</u>	
20 CY Roll-off	\$4.99	\$136.22	\$327.94	\$24.39	\$0.00
	<u>\$5.24</u>	<u>\$143.03</u>	<u>\$344.24</u>	<u>\$25.61</u>	
30 CY Roll-off	\$4.99	\$136.22	\$327.94	\$24.39	\$0.00
	<u>\$5.24</u>	<u>\$143.03</u>	<u>\$344.24</u>	<u>\$25.61</u>	
40 CY Roll-off	\$4.99	\$136.22	\$327.94	\$24.39	\$0.00
	<u>\$5.24</u>	<u>\$143.03</u>	<u>\$344.24</u>	<u>\$25.61</u>	

*Could be subject to fees associated with contamination of materials.

Permanent Refuse Roll-off Services (Maximum Allowable Fees)

Roll-off Type and Size	Container Rental Fee (Per Month)	Compactor Rental Fee ¹ (Per Month)	Collection Fee (Per Pull)	Disposal Fee ² (Per Ton)	Processing Fee ³ (Per Ton)
10 CY Roll-off	\$105.00	N/A	\$327.94	\$24.39	\$0.00
	<u>\$110.25</u>		<u>\$344.34</u>	<u>\$25.61</u>	

15 CY Roll-off	\$105.00 <u>\$110.25</u>	N/A	\$327.94 <u>\$344.34</u>	\$24.39 <u>\$25.61</u>	\$0.00
20 CY Roll-off	\$105.00 <u>\$110.25</u>	N/A	\$327.94 <u>\$344.34</u>	\$24.39 <u>\$25.61</u>	\$0.00
30 CY Roll-off	\$105.00 <u>\$110.25</u>	N/A	\$327.94 <u>\$344.34</u>	\$24.39 <u>\$25.61</u>	\$0.00
40 CY Roll-off	\$105.00 <u>\$110.25</u>	N/A	\$327.94 <u>\$344.34</u>	\$24.39 <u>\$25.61</u>	\$0.00
25 CY Roll-off Compactor	N/A	\$315.00 <u>\$330.75</u>	\$327.94 <u>\$344.34</u>	\$24.39 <u>\$25.61</u>	\$0.00
30 CY Roll-off Compactor	N/A	\$341.25 <u>\$358.31</u>	\$327.94 <u>\$344.34</u>	\$24.39 <u>\$25.61</u>	\$0.00
40 CY Roll-off Compactor	\$131.25 <u>\$137.81</u>	\$367.50 <u>\$385.87</u>	\$327.94 <u>\$344.34</u>	\$24.39 <u>\$25.61</u>	\$0.00

¹ Does not apply if the customer owns the compactor unit.

² Based on actual tonnage hauled to the disposal location. Tonnage must be reported to the customer as part of the customer billing.

³ Recycling services are provided on a non-exclusive basis. Processing fee is based on actual tonnage hauled to the processing location. Tonnage must be reported to the customer as part of the customer billing.

- Container Rental fee only applies if the customer has less than a minimum of 2 pulls per month.
- Processing Fee may be subject to charges relating to contamination.

SEC Reference	Last updated	Description	Amount of fee
A13.09		UTILITY FEES AND DEPOSITS	

A13.09.003	Ord. No. 2015-16 9/22/15	Return Trip – Failure to have presence of responsible person for connection	\$25
A13.09.004	Ord. No. 2015-16 9/22/15	Credit Check	Actual Cost
A13.09.005	Ord. No. 2015-16 9/22/15	Residential Electric Deposit Residential Water Deposit Commercial Deposit	\$200 \$75 Equivalent of twelve (12) months average times two (2), plus fifteen (15)%
		Temporary Deposit follows same rules for Residential and commercial above	

SEC Reference	Last updated	Description	Amount of fee
		Temporary Services – nonrefundable fee	\$50
		Solid Waste Deposit	\$50
A13.09.006	Ord. No. 2015-16 9/22/15	Deferred Payment Plan – Administration Fee	\$25
A13.09.007	Ord. No. 2015-16 9/22/15	New Application Fee	\$50
		Disconnect Fee	\$50
		Reconnect Fee	\$50
		After Hours Reconnect Fee	\$75
		Trip Fee – Investigation during regular business hours	\$50
		Trip Fee – Investigation after hours	\$100
		Miscellaneous Service Fee	\$50
		Meter Re-reading Fee	\$25
		Meter Inaccessible Fee	\$25
		Transfer of Service Fee (per account)	\$20
		Returned Check Fee	Actual cost to the City
		Meter Testing Fee – unless City initiated	Actual cost plus \$25 fee
		Tampering with City Meter Charge – Actual costs could include cost of actual amounts of service	Minimum \$500 or actual damages or both

used without City authorization, and cost associated with investigating the tampering claim.

A13.11.001	Ord. No. 2015-05 3/24/15	Reclaimed Water for Irrigation – per 1,000 gallons	\$5 Minimum \$5
A13.11.002	Ord. No. 2015-05 3/24/15	Reclaimed Water – Cost related to permitting, inspecting and application Application Fee Resubmission/application review Fee Volume Charges per 1,000 gallons Engineering and other Professional Services Security Deposit	\$150 \$50 \$5 Actual Costs \$500

ZONING

SEC Reference	Last updated	Description	Amount of fee
A14.01		ZONING – GENERAL PROVISIONS	
A14.01.001	Ord. No. 2017-23 9/26/17	Fees associated with review of Zoning Change and Conditional Use permit application Less than or equal to 30 acres Greater than 30 acres <u>Administration fee (per application)</u> <u>Completeness Check</u> <u>Standard Zoning</u> Planned Development <u>Zoning</u> Conditional Use Permit (CUP) <u>Zoning Variance</u> <u>Appeal of Administrative Decision</u>	\$750 \$900 <u>5% of application fee</u> <u>\$250</u> <u>\$3,000</u> \$2,000, plus \$200 per acre <u>\$5,000 Max. \$9,000 + \$200 per acre (rounded up)</u> \$350 <u>\$2,500</u> <u>\$3,500</u> <u>\$500</u>

Zoning Text Amendment	\$250.00
Comprehensive Plan Amendment	\$250.00
Technology Fee (per application)	\$256
<u>Development, License, Agreement</u>	<u>\$3,000 + professional fees*</u>
<u>Consent agreements for MUD, PID, SUD, WCID, etc.</u>	<u>\$25,000 + Professional fees*</u>
<u>Zoning Verification Letter</u>	<u>\$250</u>
<u>Meeting Re-notification</u>	<u>\$500, if required by applicant action</u>
<u>Certificate of Appropriateness</u>	<u>\$50</u>
<u>Certificate of Appropriateness - Demolition or Relocation</u>	<u>\$100</u>
A14.01.002 Ord. No. 2017-23 9/26/17 Fees for review of variance request or appeal for site plan	\$350 per request

CEMETERIES

SEC Reference	Last updated	Description	Amount of fee
A15.01		FAIRVIEW CEMETERY	
A15.01.012	Ord. No. 2015-13 9/8/15	Cost of one (1) plot – Resident of the City of Bastrop	\$1,000
		Cost of one (1) plot – Non-Resident of the City of Bastrop	\$1,500
		100% of the fee is deposited into the Operating fund	
		Recording Fee	\$30
		Permit Fee	\$25



STAFF REPORT

MEETING DATE: September 10, 2019

AGENDA ITEM: 9K

TITLE:

Hold public hearing and consider action to approve the first reading of Ordinance No. 2019-40 of the City Council of the City of Bastrop, Texas related to the Hunters Crossing Public Improvement District; approving a 2019 amended and restated service and assessment plan, including Fiscal Year 2020 assessment roll for the district, attached as Exhibit A; ratifying and confirming prior actions of the City Council in connection with the District; resolving all matters incident and related thereto; providing for an effective date and move to include on the September 24, 2019 City Council Meeting for a second reading.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer
Lynda K. Humble, City Manager

BACKGROUND/HISTORY:

Texas Local Government Code Section 372.013 requires the ongoing service plan to be presented to the governing body of the municipality for review and approval, which was done in 2003. The statute further requires the ongoing service plan be reviewed and updated annually for determining the annual budget for improvements. As there have been no changes to the Service Plan, City Staff prepared a proposed Fiscal Year 2020 Budget and Proposed Assessments for the Operations and Maintenance Project Costs for Fiscal year 2020 based on the existing service plan and presented it to the public and the Hunters Crossing Local Government Corporation (LGC) for consideration. The LGC on September 4, 2019, by Resolution of the Board, recommended approval of its proposed service plan, assessment levy, and annual budget for Fiscal Year 2020 by Resolution. The LGC recommended assessment roll is incorporated into the Ordinance for City Council adoption as required by law.

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

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

POLICY EXPLANATION:

The Hunters Crossing Public Improvement District (the "PID") was created by the City of Bastrop, Texas and is operating under the authority of Chapter 372, Texas Local Government Code. The City previously determined the estimated cost of certain public improvements for the PID and the

method of assessment for the costs of such Public Improvements and adopted a Service and Assessment Plan for the PID. Each year, the Hunters Crossing Local Government Corporation, to implement the Service Plan for the PID, reviews the service plan and proposes the assessment necessary to carry out the PID for purposes of the annual budget. This action fulfills the duty of the Corporation in carrying out its duties. Texas law requires the City Council approve the assessment roll by ordinance.

FUNDING SOURCE:

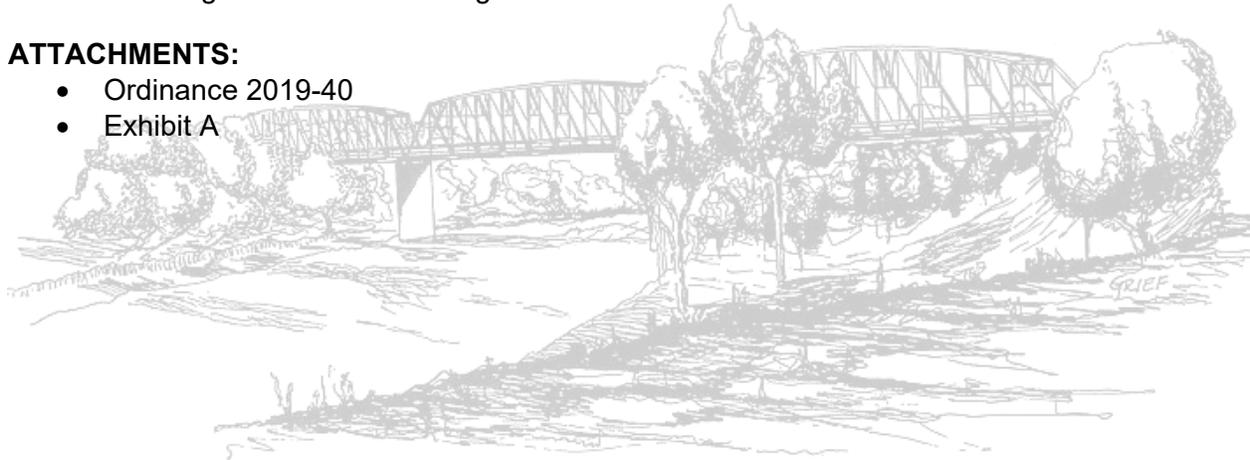
PID Assessments for FY2020

RECOMMENDATION:

Hold public hearing and consider action to approve the first reading of Ordinance No. 2019-40 of the City Council of the City of Bastrop, Texas related to the Hunters Crossing Public Improvement District; approving a 2019 amended and restated service and assessment plan, including Fiscal Year 2020 assessment roll for the district, attached as Exhibit A; ratifying and confirming prior actions of the City Council in connection with the District; resolving all matters incident and related thereto; providing for an effective date and move to include on the September 24, 2019 City Council Meeting for a second reading.

ATTACHMENTS:

- Ordinance 2019-40
- Exhibit A



ORDINANCE NO. 2019-40

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS RELATED TO THE HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT; APPROVING A 2019 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN, INCLUDING FISCAL YEAR 2020 ASSESSMENT ROLL FOR THE DISTRICT; RATIFYING AND CONFIRMING PRIOR ACTIONS OF THE CITY COUNCIL IN CONNECTION WITH THE DISTRICT; RESOLVING ALL MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

WHEREAS, the "Hunters Crossing Public Improvement District 2019 Amended and Restated Service and Assessment Plan," dated September 10, 2019 (the "Amended and Restated Service and Assessment Plan"), attached hereto as Exhibit A, is the annual update to the Service and Assessment Plan; and

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

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Bastrop.

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

Section 1. Terms.

Terms not otherwise defined herein, including in the preambles to this Ordinance, have the meanings ascribed thereto as set forth in the Amended and Restated Service and Assessment Plan.

Section 2. Findings.

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

Section 3. Ratification of Previous City Council Actions.

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

Section 4. Amended and Restated Service and Assessment Plan.

The City Council of the City of Bastrop, Texas does hereby approve and adopt the Amended and Restated Service and Assessment Plan, dated September 10, 2019, as the service and assessment plan for the District, a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes.

Section 5. Assessment Roll.

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

Section 6. Method of Assessment.

The method of apportioning the Costs of the Authorized Improvements is set forth in the Amended and Restated Service and Assessment Plan.

Section 7. Penalties and Interest on Delinquent Assessments.

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

Section 8. Lien Priority.

The City Council intends for the obligations, covenants and burdens on the landowners of the Assessed Property, including without limitation such landowners' obligations related to payment of the Assessment and the Annual Installments thereof, to constitute covenants that shall run with the land. The Assessment and Annual Installments thereof, which were levied by the Assessment Ordinance and which are described in and apportioned by the Amended and Restated Service and Assessment Plan, shall be binding upon the landowners of the Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as

such parties would be personally liable for the payment of ad valorem taxes under applicable law. The Assessment shall have lien priority as specified in the PID Act.

Section 9. Appointment of Administrator and Collector of Assessments.

(a) Appointment of Administrator.

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

(b) Appointment of Collector.

The Bastrop County Tax Assessor-Collector is hereby appointed and designated as the collector of the Assessment (the "Collector"). The City Manager, or her assignee, is directed to provide the Assessment Roll to the Collector no later than close of business on September 27, 2019, and to request that such assessments be assessed to and collected from Assessed Property in the PID.

Section 10. Applicability of Tax Code.

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

Section 11. Filing in Land Records.

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

Section 12. Severability.

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

Section 13. Conflict.

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

Section 14. Public Meeting.

The City Council met in a public meeting on September 24, 2019, and adopted this ordinance with a majority of vote.

Section 15. Effective Date.

This Ordinance shall take effect and the provisions and terms of the Amended and Restated Service and Assessment Plan shall be and become effective upon passage and execution hereof.

[Remainder of Page Intentionally Left Blank; Signatures to Follow]

READ and ACKNOWLEDGED on First Reading on the 10th day of September 2019.

READ and ADOPTED on the Second Reading on the 24th day of September 2019.

APPROVED:

By: _____

Connie Schroeder, Mayor

ATTEST:

By: _____

Ann Franklin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

By: _____

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

EXHIBIT A

**HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT
2019 AMENDED AND RESTATED Service and Assessment Plan
[Attached]**

HUNTERS CROSSING
PUBLIC IMPROVEMENT DISTRICT
2019 AMENDED AND RESTATED
SERVICE AND ASSESSMENT PLAN

CITY OF BASTROP, TEXAS

September 10, 2019

FOR ADDITIONAL INFORMATION, PLEASE CONTACT:

ADMINISTRATOR FOR THE DISTRICT:

Hunters Crossing Local Government Corporation
c/o City of Bastrop Texas
Attention: City Manager
1311 Chestnut Street
P.O. Box 427
Bastrop, Texas 78602
(512) 332 – 8820

SECTION I: INTRODUCTION AND DEFINITIONS

A. Introduction

1. On September 11, 2001, the City of Bastrop, Texas (the "City") passed and approved Resolution No. R-2001-19 (the "Original Creation Authorization") authorizing the establishment of the Bastrop Hunters Crossing Public Improvement District (the "District") in accordance with Chapter 372, Texas Local Government Code, as amended (the "Act"), which authorization was effective upon publication as required by the Act. On November 11, 2003, the City Council of the City (the "City Council") approved Resolution No. R-2003-34 amending the Original Creation Authorization by reducing the estimated costs of the Authorized Improvements from \$14,500,000 to \$12,476,000 and modifying the method of assessment (as amended, the "Creation Authorization").

2. On December 9, 2003 the City passed and approved Ordinance No. 2003-35 (the "Original Assessment Ordinance"), the initial levy of assessments, at \$7.365M for commercial and multi-family developed property, \$4.597M for residential developed property (aggregate total cost of the Authorized Improvements is approximately \$11.962M) and \$5.4M for the operation and maintenance of the District (Assessment levied is a grand total of \$17.362M in the aggregate). The purpose of the District is to finance certain public improvement projects that confer a special benefit on approximately 283.001 acres within the corporate limits of the City, located south of State Highway No. 71, west of State Highway No. 304, and east of Bear Hunter Drive. A metes and bounds description of the property within the District is attached as **Exhibit A** and a depiction of the District is attached as **Exhibit B**. Copies of the final plats as recorded in the real property records of Bastrop County, Texas (the "County") are listed on **Exhibit C**. The actions of the City Council relating to the creation of the District, the approval of the original service and assessment plan, and the levy of assessments within the District are outlined in **Exhibit G**.

3. Incorporated in the Original Assessment Ordinance was the initially adopted Service and Assessment Plan (the "2003 SAP") and Assessment Roll for the District and levied the assessments shown on the assessment roll attached as Exhibit C to the Original Assessment Ordinance (the "2003 Assessment Roll") on assessable property within the District in accordance with the Act. On December 14, 2004, the City Council passed and approved Ordinance No. 2004-42 (the Original Assessment Ordinance as amended by Ordinance No. 2004-42, and as the same may be amended from time to time, is referred to collectively as the "Assessment Ordinance"), to correct omissions or mistakes discovered in the Assessment Roll consisting of scrivener's and mathematical errors as well as a failure to denote the effects of rounding in the conversion of square feet.

4. Under the 2003 SAP, assessments were levied on 83.82 acres of commercial property,

34.32 acres of multi-family property, and 464 single family lots. Under this Amended and Restated Service and Assessment Plan, the assessments pertain to 27.434 acres of commercial property, 24.523 acres of multi-family property, 510 single family lots, and 37.937 acres of undeveloped land. Parcel 90301 is excluded from the Capital Assessment portion of this Amended and Restated Service and Assessment Plan because that property's Capital Assessment was reduced to zero by a developer contribution payment. Parcel 98555 is also excluded from this Amended and Restated Service and Assessment Plan because its use is limited to drainage, so its Assessment was reduced to zero as it is non-benefitted property. The 37.937 acres of undeveloped property is anticipated to be developed with multi-family uses.

5. The 2003 SAP has not been modified. Texas Local Government Code Chapter 372 provides that the Service Plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements. Tex. Loc. Gov't Code §372.013. An assessment plan must be included in an annual service plan. The preparation of the SAP may be delegated to an advisory body, but the City Council as the governing body of the municipality is responsible to annually consider the proposed plan, apportion the cost of the improvements assessed against the property in the District and prepare a proposed assessment roll. The municipality must conduct a public hearing on the proposed assessment roll, and upon concluding the public hearing, pass on any objections to the proposed assessments and must, by ordinance or order, levy the assessments. Tex. Loc. Gov't Code 372.016-.017.

6. In the Fall of 2017, property owner inquiries regarding the operation of the District resulted in the Hunters Crossing Local Government Corporation and the new City Council to engage professionals to examine the state of the District and engage with the Original Developer and subsequently the current Developer to reconcile the District operation.

7. Contemporaneously, approximately 15 residents of the District initiated legal action against a host of civil defendants alleging liability for flood damage to their homes in the District. The legal action placed the City, Hunters Crossing Local Government Corporation, the Original Developer, among several others in litigation as Defendants.

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

9. The Original Developer issued written notice of assignment of the District Development and Reimbursement Agreement to TF Hunters Crossing, LP., the current Developer in February 2018, placing addition complexities into the examination.

10. After months of examination, evaluation, and development of materials to reconcile the

District operation, the preparation of amended and restated documentation including this Amended and Restated Service and Assessment Plan, are necessary to support of the continued operation of the District to its conclusion.

11. On September 10, 2019, the City Council approved Ordinance No. 2019-___-___, and on September 24, 2019, City Council adopted Ordinance No. 2019-___-___, which approved and accepted this Amended and Restated Service and Assessment Plan, including the updated Assessment Roll attached as **Exhibit F** (as amended and updated from time to time, the "**SAP**"), which replaces the 2003 SAP in its entirety.

12. Capitalized terms used in this SAP shall have the meanings given to them in **Section I.B** unless otherwise defined in this SAP or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a "Section" or an "Exhibit" shall be a reference to a Section of this SAP or an Exhibit attached to and made a part of this SAP for all purposes.

13. The Act governs the creation of public improvement districts within the corporate limits and extraterritorial jurisdiction of Texas municipalities and counties. The Act, among other things, governs the process by which Costs of Authorized Improvements are apportioned to and assessed against the Property based on the special benefit conferred on the Property by the Authorized Improvements.

14. The Act requires a service plan covering a period of at least five (5) years and defining the annual indebtedness and projected cost of the Authorized Improvements (as updated, from time to time, a "**Service Plan**"). The Updated Service Plan is contained in **Section IV**.

15. The Act requires that the Service Plan include an assessment plan that assesses the Costs of the Authorized Improvements against the Property based on the special benefits conferred on the Property by the Authorized Improvements (as updated, from time to time, an "**Assessment Plan**"). The Assessment Plan is contained in **Section V**.

16. The Act requires an assessment roll, which may be in one or more parts, that states the assessment against each Parcel of Assessed Property determined by the method chosen by the City Council (as updated, from time, the "**Assessment Roll**"). The assessment against each Assessed Parcel must be sufficient to pay the share of the Costs apportioned to the Parcel and cannot exceed the special benefit conferred on the Parcel by the Authorized Improvements. The Assessment Roll is attached as **Exhibit F**.

B. Definitions

1. "Act" is defined in **Section I.A.1**.

2. **“Administrator”** means the person or independent firm designated by the City Council to perform the duties and obligations of the "Administrator" in this SAP. The City Council has currently designated the Hunters Crossing Local Government Corporation as the administrator of the District, but may designate others in its discretion in the future.
3. **“Annual Installment”** means the annual installment payments of an Assessment calculated by the Administrator and approved by the City Council, including: (1) annual Costs of the Capital Improvements, including the Capital Improvement Supplemental Services; and (2) the annual Costs of the Operational and Maintenance Supplemental Services. The Annual Installments will be reviewed and adjusted each year as part of the Annual Service Plan Update; provided, however, the total Assessment related to the Costs of the Capital Improvements, including the Capital Improvement Supplemental Services, may not be increased. The portion of the Annual Installment related to the Costs of the Operational and Maintenance Supplemental Services shall be adjusted each year as described in **Section III** and **Section V** below.
4. **“Annual Service Plan Update”** means an update to the Service Plan prepared no less frequently than annually by the Administrator and approved by the City Council.
5. **“Assessed Property”** or **“Assessed Parcels”** means any Parcel or Lot against which an Assessment is levied.
6. **“Assessment”** means an assessment levied against a Parcel pursuant to the Act, including specifically the Commercial Assessments, the Undeveloped Lot Assessment, the Multi-Family Assessments, and the Single-Family Assessments.
7. **“Assessment Ordinance”** mean Ordinance No. 2003-35 adopted by the City Council in accordance with the Act on December 9, 2003, and recorded as Instrument No. 200401641 in the real property records of the County, as supplemented by Ordinance No. 2004-42 adopted by the City Council on December 14, 2004 and recorded as Instrument No. 200420005 in the real property records of the County to correct omissions or mistakes discovered in the Assessment Roll consisting of scrivener's and mathematical errors as well as a failure to denote the effects of rounding in the conversion of square feet pursuant to Section 372.019 of the Act.
8. **“Assessment Roll”** means the assessment roll, in one or more parts, for the Assessed Property within the District, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Updates. The Assessment Roll is attached as **Exhibit F** to this SAP.
9. **“Assessment Plan”** is defined in **Section I.A.15**.
10. **“Authorized Improvements”** mean, collectively, the public improvements and

supplemental services described in **Section III** and **Exhibit D** of this SAP and any updates and/or amendments that are authorized by the Act to be undertaken for the benefit of the Assessed Property.

11. **“Capital Assessment”** means, Assessments levied against Parcels for Capital Improvements and Capital Improvement Supplemental Services.

12. **“Capital Improvements”** are listed in **Section III.B**.

13. **“Capital Improvement Supplemental Services”** is defined in **Section III.C.1**.

14. **“City”** is defined in **Section I.A.1**.

15. **“City Council”** is defined in **Section I.A.1**.

16. **“Commercial Assessment”** means an assessment levied against a Commercial Lot pursuant to the Assessment Ordinance and the Act.

17. **“Commercial Lots”** means a Parcel shown on the Final Plat or a subsequent final plat approved by the City designated for use as a commercial lot. Such term does not include the Undeveloped Lot (defined below) until a building permit for vertical improvement is issued for such lot.

18. **“Costs”** mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of owners and developers of the Property: (1) to plan, finance, design, acquire, construct, install, and dedicate such improvements to the City; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) to acquire easements and other right-of-way; (5) for both city and developer third-party professional consulting services including, but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (6) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; (7) of fees charged by the City or any other political subdivision or governmental authority; and (8) to implement, administer, and manage the above-described activities.

19. **“County”** means Bastrop County, Texas.

20. **“Delinquent Collection Costs”** mean, for a Parcel, interest, penalties, and other costs and expenses authorized by the Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this

Annual Service Plan Update, including costs and expenses to foreclose liens.

21. **"Developer"** means TF Hunters Crossing, L.P., a Delaware limited partnership, including its related entities and its successors and assigns.
22. **"Development Agreement"** means the *Public Improvements District Development and Reimbursement Agreement*, effective February 24, 2004, by and between the City, Hunters Crossing Local Government Corporation (the "Corporation"), and Sabine Investment Company assigned to Developer on February 8, 2018, for purposes of acquiring all or part of the Original Developer's assets, and such assignment does not relieve the Original Developer of liability under the Original Agreement; and as amend and restated to be effective on September 24, 2019.
23. **"District"** is defined in **Section I.A.1**.
24. **"Final Plat"** means the Final Plat of *Hunters Crossing Sections 1A – 9C*, as re-subdivided and approved by the City Council.
25. **"Hunters Crossing Local Government Corporation" or "HCLGC"** means the entity acting as an advisory body to the District under the Act and that the City has appointed as the Administrator.
26. **"Indenture"** means an indenture of trust, trust agreement, ordinance or similar document between the City and the Trustee setting forth terms and conditions relating to a series of PID Bonds, as the same may be modified, amended and/or supplemented from time to time.
27. **"Land Use Category"** means classification of a Parcel by its intended use (commercial, multi-family, single-family residential, Public Property, etc.).
28. **"Multi-Family Assessment"** means an assessment levied against a Multi-Family Lot pursuant to the Assessment Ordinance and the Act.
29. **"Multi-Family Lot"** means a Parcel shown on the Final Plat designated for use as a multi-family lot.
30. **"Non-Benefited Property"** means Parcels (or any other portions of the Property) that receive no special benefit from the Authorized Improvements, including but not limited to Public Property and LOT 3-B, RESUB. of LOT 3, HUNTERS CROSSING SEC ONE-A.
31. **"Original Developer"** means the predecessors to the Developer consisting of Sabine Investment Company, a Delaware corporation, and Forestar (USA) Real Estate Group Inc., a Delaware corporation, as applicable.
32. **"Operational and Maintenance Supplemental Services"** is defined in **Section III.C.2**.

33. **“Parcel”** or **“Parcels”** means a portion of the Property identified by either a property identification number assigned by the Bastrop Central Appraisal District for real property tax purposes, by lot and block number in a final subdivision plat, or by a metes and bounds description.
34. **“PID Bonds”** mean bonds, notes or other obligations, if any, issued by the City, in one or more series, to finance the Authorized Improvements and secured by Assessments, including Annual Installments thereof.
35. **“Prepayment Costs”** mean, to the extent allowed by the Act: (1) costs, and expenses, if any, arising under the Indenture and resulting from the prepayment of an Assessment; and (2) third-party costs and expenses, if any, paid or incurred by the City and resulting from the prepayment of an Assessment.
36. **“Property”** is defined in **Section II.A.**
37. **“Public Property”** means real property, whether conveyed or dedicated in fee simple, as an easement, license, or otherwise, to the Federal Government, to Bastrop County, to the City, to the HCLGC or to any other political subdivision, public or government agency, or public utility.
38. **“SAP”** is defined in **Section I.A.11.**
39. **“Service Plan”** is defined in **Section I.A.14.**
40. **“Single-Family Assessments”** means an assessment levied against a Single-Family Residential Lot pursuant to the Assessment Ordinance and the Act.
41. **“Single-Family Residential Lot”** means a Parcel shown on the Final Plat designated for use as a single-family residential lot.
42. **“Supplemental Services”** are listed in **Section III.**
43. **“Trustee”** means the trustee (or successor trustee) under an Indenture.
44. **“Undeveloped Lot Assessment”** means an assessment levied against the Undeveloped Lot pursuant to the Assessment Ordinance and the Act.
45. **“Undeveloped Lot”** means that Parcel shown on the April 2017 Final Plat or a subsequent final plat approved by the City designated for use as a commercial lot which is all or part of that certain 37.937 acres (originally 43 acres) assigned tax parcel # 47760. Upon the issuance of a building permit for vertical improvement on the Undeveloped Lot, such lot shall become either

a Commercial Lot or a Multi-Family Lot (as defined above) for all purposes under this SAP.

SECTION II: THE PROPERTY

A. The Property includes approximately 283.001 contiguous acres within the corporate limits of the City as generally described in **Section I.A.2** and more particularly described by metes and bounds on **Exhibit A** and depicted in **Exhibit B** (the "**Property**"). Development of the Authorized Improvements has been completed, and the vertical development on all but the Undeveloped Lot has been completed or has already begun. The final plats as recorded in the real property records of Bastrop County, Texas (the "**County**") and listed on **Exhibit C**.

B. Since the inception of the District, the Parcels within the District have undergone changes that the 2003 SAP did not anticipate or properly account for. This Amended and Restated Service and Assessment Plan addresses and resolves any discrepancies.

1. Changes to the Residential Property

Under the 2003 SAP assessment roll, the principal Capital Assessment amount per lot was \$9,907, but a \$6,192 lump-sum payment option was allowed. The option to pay this \$6,192 amount expired when the first Annual Installment payment was made. In the 2003 SAP assessment roll, the Annual Installment payments for 25 years totals \$8,799. As the option to pay \$6,192 has expired, the amount levied for Capital Assessments per Single-Family Residential Lot is \$8,799. The 2003 SAP also anticipated 464 Single-Family Residential Lots (464 lots x \$9,907 assessment = \$4,596,717 total Capital Assessment levied for all Single-Family Residential Lots). Even though 464 lots were anticipated, actual development resulted in 510 Single-Family Residential Lots. Due to change in use of certain Parcels, under this Amended and Restated Service and Assessment Plan, there are 510 Single-Family Residential Lots.

2. Changes to the Commercial Property

Under the 2003 SAP, assessments were levied on 83.82 acres of commercial property. Due to change in use of certain Parcels, under this Amended and Restated Service and Assessment Plan, the Commercial Lots total 27.434 acres.

3. Changes to the Multi-Family Property

Under the 2003 SAP, assessments were levied on 34.32 acres of multi-family property. Due to change in use of certain Parcels, under this Amended and Restated Service and Assessment Plan, the Multi-Family Lots total 24.523 acres.

4. Changes to the Undeveloped Lot

Under the 2003 SAP, the Undeveloped Lot was anticipated to be developed as 14.84 acres multi-family use and 27.58 acres commercial use. Due to change in use of certain Parcels, under this Amended and Restated Service and Assessment Plan, the Undeveloped Lot totals 37.937 acres and is anticipated to be developed with multi-family uses.

SECTION III: AUTHORIZED IMPROVEMENTS; COSTS

A. As described in this **Section III**, the Authorized Improvements consist of: (1) Capital Improvements and (2) Supplemental Services. The City Council has previously reviewed and approved the Costs of the Authorized Improvements set forth in **Exhibit D**. The Costs of the Capital Improvement and related Capital Improvement Supplemental Services approved for reimbursement to the Developer equals \$11,961,260, subject to any continuing Supplemental Services expenses incurred by the City or the District. The City also approved \$5,400,000 in total Costs for the Operational and Maintenance Supplemental Services.

B. Capital Improvements.

The Authorized Improvements consisting of Capital Improvements are listed below and have been completed and accepted by the City, except for the completion of Bear Hunter Drive to be constructed in accordance with the Development Agreement, as amended. The City Council, based on information provided by the Original Developer, its engineer and reviewed by the City staff, determined that the Capital Improvements described below, and itemized in the opinion of probable costs attached as **Exhibit D-1**, are public improvements authorized by the Act that confer a special benefit on the Assessed Property. The City Council further determined that the Costs of the Capital Improvements shown on **Exhibit D-1** were determined based on engineering reports prepared on behalf of the Original Developer. The completed Capital Improvements consisted of the following:

1. **WATER DISTRIBUTION SYSTEM IMPROVEMENTS** consisting of improvements necessary to provide water services to the Assessed Property.
2. **WASTEWATER COLLECTION SYSTEM IMPROVEMENTS** consisting of improvements necessary to provide wastewater services to the Assessed Property.
3. **STORM DRAINAGE AND DETENTION IMPROVEMENTS** consisting of improvements necessary to provide storm drainage to the Assessed Property.
4. **PUBLIC STREET IMPROVEMENTS** consisting of improvements necessary to provide the Assessed Property with access within the District as well as to provide

necessary access to community roads and state highways.

5. **LANDSCAPING, OPEN SPACE, RECREATIONAL AND PARK IMPROVEMENTS** consisting of installation of landscaping in public rights-of-way and public open spaces, public signage and establishment and improvement of open spaces, including dedication of land to the City for Hunters Crossing Park, construction of Hunters Crossing Park, and construction of a hike/bike trail system.

C. Supplemental Services. The Authorized Improvements consisting of Supplemental Services are listed below and the Costs of such Supplemental Services have been approved by the City. The Supplemental Services consist of two parts:

1. Costs related to the Capital Improvements consisting of planning, legal, administrative, and civil engineering, which include the creation of the District and District activities in connection with the Developer during ongoing operations (collectively, the "**Capital Improvement Supplemental Services**"). Assessments related to Capital Improvement Supplemental Services will be pledged to the PID Bonds; and
2. Costs related to operation and maintenance of the District by the City, consisting of: (a) the on-going administration and operation of Hunters Crossing PID until dissolution, which may include (but are not limited to), general administration, financial, legal and assessment collection services, including those related to: (i) annual collection costs, costs of the Administrator related to Annual Service Plan Updates, the calculation, billing and collection of Assessments or the Annual Installments thereof; (ii) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City or the Administrator; (iii) maintaining records with respect to the ongoing operations of the District, including Annual Service Plan Updates and Updated Assessment Rolls; (iv) depositing and investing Assessments, including Annual Installments thereof, in accordance with City policies and applicable laws; complying with this SAP and the Act; and (v) costs related to the issuance of PID Bonds, if issued, including costs of the paying agent/registrar, Trustee, and other legal and financial consultants in connection with the issuance and sale of such PID Bonds, costs related to continuing disclosure requirements related to such PID Bonds, and costs relate to the refunding of such PID Bonds, if applicable; and (b) operation, maintenance, and repair of all Capital Improvements, including but not limited to the park and landscaping improvements, public rights-of-way, easements, and Hunters Crossing Park (collectively, the "**Operational and Maintenance Supplemental Services**"). The

Costs of the Operational and Maintenance Supplemental Services vary each year and will be collected as a distinct annual amount of the Annual Installment of the Assessments, which are updated each year as part of the Annual Service Plan Update. Assessments related to Operational and Maintenance Supplemental Services will not be pledged to the PID Bonds.

D. Developer Reimbursement Payments for Authorized Improvements.

Consistent with the terms of the Development Agreement, the Original Developer has received reimbursements in the aggregate totaling \$2,205,097.71 for approved expenditures for Authorized Improvements. Prior to the issuance of PID Bonds or if PID Bonds are never issued, the portions of the Assessments, including the Annual Installments thereof, related to the Capital Improvements (including the Capital Improvement Supplemental Services) will be collected each year and paid on an annual basis by the Administrator to the Developer, until the expiration of the time period for the collection of the Assessments as shown in **Section VI.A**. If PID Bonds are issued, the portion of Assessments, including the Annual Installments thereof, related to the Capital Improvements (including the Costs of the Capital Improvement Supplemental Services) will be pledged to the PID Bonds and the Developer will be reimbursed for the total remaining Costs of the Capital Improvements (including the Costs of the Capital Improvement Supplemental Services) from the net proceeds of the PID Bonds.

E. Supplemental Services Reimbursement Payments.

Consistent with the terms of the Service and Assessment Plan, as of February 2019, the District collected \$1,258,900 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 76.69% remains levied, but uncollected and available for collection, on an as needed basis, annually for the operation and maintenance of the District as defined in Section III.C.2. Contracted third parties and the City are paid from these funds for the above described expenditures in the course of operating the District. All budgets and expenditures are approved annually at City Council meetings open to the public, and all owners are provided notice of the public hearing date, times and location, as well as the anticipated amount of the Operational and Maintenance Supplemental Services levy for the respective fiscal year. The City shall collect the portion of the Assessments, including the Annual Installments thereof, related to the Operational and Maintenance Supplemental Services on an annual basis

for payment of the Costs of such Operational and Maintenance Supplemental Services until the expiration of the time period for the collection of assessments as shown in **Section VI.A.**

SECTION IV: SERVICE PLAN

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Updated Service Plan attached as **Exhibit E** covers a period of at least five years, including the expended costs of the Authorized Improvements and the projected annual indebtedness for the Authorized Improvements. The Service Plan must be reviewed and updated by the City Council at least annually.

SECTION V: ASSESSMENT PLAN

The Act allows the City Council to apportion the District costs on the basis of special benefit conferred upon the property because of the Authorized Improvements. The Act provides that such costs may be apportioned: (i) equally per front foot or square foot; (ii) according to the value of property as determined by the City Council, with or without regard to improvements constructed on the property; or (iii) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The Act further provides that the City Council may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The determination by the City Council of the assessment methodologies 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 current property owner and all future property owners and developers of the Assessed Property.

The Assessment for each property owner may be adjusted following each Annual Service Plan Update. The Costs of the Authorized Improvements have been allocated as follows:

A. Allocation of Costs of Capital Improvements and Capital Improvement Supplemental Services): The City Council has allocated the Costs of the Capital Improvements (including Costs of Capital Improvement Supplemental Services) to the Assessed Property by Land Use Category

based on engineering reports and cost allocation analysis provided by the Original Developer¹.

1. **Commercial Lots:** The Costs of the Capital Improvements (including Costs of Capital Improvement Supplemental Services) equaling \$5,282,078² are allocated to the Commercial Lots pro rata based on square footage of each Parcel at an Annual Installment rate of \$0.071 per square foot.
2. **Multi-Family Lots:** The Costs of the Capital Improvements (including Costs of Capital Improvement Supplemental Services) equaling \$2,082,464³ are allocated to the Multi-Family Lots pro rata based on square footage of each Parcel at an Annual Installment rate of \$0.068 per square foot.
3. **Single-Family Residential Lot:** The Costs of the Capital Improvements (including Costs of Capital Improvement Supplemental Services) equaling \$4,596,717⁴ are allocated to the Residential Lots on a per lot basis in Annual Installments. The published 25-year payment schedule totaled a maximum payment of \$8,799 for each of the Residential Lots.
4. **Undeveloped Lot:** The Costs of the Capital Improvements (including Costs of Capital Improvement Supplemental Services) allocated to the Undeveloped Lot required re-allocation due to the change in use of the Undeveloped Lot. Under the 2003 SAP, the Undeveloped Lot was anticipated to be developed as 14.84 acres multi-family use and 27.58 acres commercial use. The Undeveloped Lot totals 37.937 acres and is anticipated to be developed with multi-family uses and, as a result, will pay a Capital Assessment of \$2,564,916.92.

B. Allocation of Costs of Operational and Maintenance Supplemental Services: The City Council has allocated the Costs of the Operational and Maintenance Supplemental Services related to operation and maintenance estimated to be approximately \$5,400,000 over 25 years based on value per square foot for Commercial Lots and Multi-Family Lots and per Lot for Single-Family Residential Lots based on schedules from the Original Developer.⁵ Such Costs of the Operational and Maintenance Supplemental Services may increase or decrease each year based on the actual operation and maintenance costs of the Capital Improvements and costs of administering and operating the District, including the costs of collecting the Assessments.

¹ See Original Assessment Ordinance, SAP Exhibit F, Table A.

² See Original Assessment Ordinance, SAP Exhibit F, Table A.

³ See Original Assessment Ordinance, SAP Exhibit F, Table A.

⁴ See Original Assessment Ordinance, SAP Exhibit F, Table A.

⁵ See Original Assessment Ordinance, SAP, Section III.

C. Findings of Special Benefit. Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The City Council, acting in its legislative capacity based on information provided by the Original Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, find and determine that the Costs of the Capital Improvements are greater than the \$11,961,260 Capital Assessment amount. The City acknowledges that the Developer invested over \$18 million in Capital Improvements.⁶ To date, the Developer has incurred a total of \$17,863,456 in PID improvement costs, which includes: (i) \$17,317,898 through June 30, 2010 and (ii) an additional \$545,558 paid to construct Bear Hunter Drive. The Developer is estimated to spend an additional \$256,443 required to construct the remaining portion of Bear Hunter Drive.

1. The Costs of the Capital Improvements (including Costs of Capital Improvement Supplemental Services) that were levied as Assessments equal \$11,961,260 consisting of:
 - a. The Capital Improvement portion of the Commercial Assessments representing 44.16% of the Costs of the Capital Improvements levied totaling \$5,282,078 which amount required re-allocation based in the change in use of the Undeveloped Lot; and
 - b. The Capital Improvement portion of the Multi-Family Assessments representing 17.41% of the Costs of the Capital Improvements levied totaling \$2,082,464; and
 - c. The Capital Improvement portion of the Single-Family Assessments levied totaling \$4,596,717. The City Council in its legislative capacity has found and determined that properties purchased in earlier years benefitted more from the Capital Improvements than properties purchased in later years and, therefore, assuming no collection delinquencies, any unpaid portion of an Assessment remaining after January 31, 2030 shall be reduced to zero and all liens related to any remaining unpaid Assessments shall be released; and
 - d. The Capital Improvement portion of the Undeveloped Lot totaling \$2,564,916.92.

Further, the City Council, acting in its legislative capacity based on information provided by the Original Developer and its engineer and reviewed by the City staff found and determined that the projected Costs of the Operational and Maintenance Supplemental Services for 25 years

⁶ See Original Assessment Ordinance, SAP Exhibit F, Table A. The Developer's investment includes Costs paid directly by the Original Developer in the amount of \$1,868,947.

totaled \$5,400,000⁷; however, such Costs of the Operational and Maintenance Supplemental Services may increase or decrease each year based on the actual operating and maintenance costs including all administration costs and the costs of collecting the Assessments.

1. The Operational and Maintenance Supplemental Services portion of the Commercial Assessments representing approximately \$4,590,000 of the Costs of the Operational and Maintenance Supplemental Services has been levied on an annual basis against the Commercial Lots and the Undeveloped Lot based on a square footage basis at \$0.045 per square foot. Since 2015, the City Council reduced that the Costs of the Operational and Maintenance Supplemental Services to \$0.0317 per square foot. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update; and
2. The Operational and Maintenance Supplemental Services portion of the Multi-Family Assessments and the Undeveloped Lot Assessments representing approximately \$469,825 of the Costs of the Capital Improvement Supplemental Services has been levied each year against the Multi-Family Lots based on a square footage basis at \$0.056 per square foot. Since 2015, the City Council reduced that the Costs of the Operational and Maintenance Supplemental Services to \$0.0317 per square foot. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update; and
3. The Operational and Maintenance Supplemental Services portion of the Single-Family Assessments representing approximately \$340,175 of the Costs of the Operational and Maintenance Supplemental Services has been levied against the Single-Family Residential Lots each year based on a per lot basis at \$26.00 per Single-Family Residential Lot per year. Since 2015, the City Council reduced that the Costs of the Operational and Maintenance Supplemental Services to \$23.16 per lot. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update.

The Costs of the Authorized Improvements, including the Capital Improvements, the Capital Improvement Supplemental Services and the Operational and Maintenance Supplemental Services total \$23,528,899. The Costs of the Capital Improvements and Capital Improvement

⁷ See Original Assessment Ordinance, SAP Exhibit E-2 - Summary of All PID Costs.

Supplemental Services portion of the have been levied as Assessments of \$11,961,260 against the Assessed Property. The Costs of the Operational and Maintenance Supplemental Services have been levied and collected prior to this Amended and Restated Service and Assessment Plan in the aggregate amount of \$1,258,900 to pay actual costs of the operation and maintenance of the District. The special benefit received by the Commercial Lots, Multi-Family Lots, Single-Family Residential Lots and Undeveloped Lot is greater than the aggregate principal amount of Assessments levied. The special benefit received by the Commercial Lots, Multi-Family Lots, Single-Family Residential Lots and Undeveloped Lot is greater than the Costs of the Authorized Improvements levied as Assessments against the Assessed Property.

D. Annual Costs of Operational and Maintenance Supplemental Services. Annual Costs of Operational and Maintenance Supplemental Services shall be shared pro-rata among all Parcels. Amounts collected each year for Costs of Operational and Maintenance Supplemental Services that are not expended shall be carried forward and applied to projected Costs of Operational and Maintenance Supplemental Services for the upcoming year to reduce the amount collected for such Costs in the upcoming year so as to avoid over-collection.

SECTION VI: ASSESSMENTS AND ANNUAL INSTALLMENTS

A. Assessments and Annual Installments. Assessments, including the Annual Installments thereof, shall be calculated and collected each year in an amount sufficient to pay the indebtedness for the Authorized Improvements, including amounts owed to the Developer under the Development Agreement for the Costs of the Capital Improvements and all Supplemental Services, whether paid from PID Bonds or paid from the annual collection of Assessments. The City reserves the right to refund PID Bonds in accordance with the Act. To the extent Assessments are not paid in full, they shall be collected as follows:

1. If not paid in full, Commercial Assessments shall be collected in Annual Installments with each Annual Installment becoming delinquent if not paid on or before January 31st and shall continue until the amount of such Commercial Assessment is paid in full or through January 31, 2034. The City Council in its legislative capacity has found and determined that properties purchased in earlier years benefitted more from the Capital Improvements than properties purchased in later years and, therefore, any unpaid portion of an Assessment remaining after January 31, 2034, which is not delinquent, shall be reduced to zero and all liens related to any remaining unpaid Assessments shall be released.
2. If not paid in full, Multi-Family Assessments and Undeveloped Lot Assessment shall be collected in Annual Installments with each Annual Installment becoming

delinquent if not paid on or before January 31st and shall continue until the amount of such Multi-Family Assessments and Undeveloped Lot Assessment are paid in full or through January 31, 2041. The City Council in its legislative capacity has found and determined that properties purchased in earlier years benefitted more from the Capital Improvements than properties purchased in later years and, therefore, any unpaid portion of an Assessment remaining after January 31, 2041, which is not delinquent, shall be reduced to zero and all liens related to any remaining unpaid Assessments shall be released.

3. If not paid in full, Single-Family Assessments shall be collected in Annual Installments with each Annual Installment becoming delinquent if not paid on or before January 31st and shall continue until January 31, 2030. The City Council in its legislative capacity has found and determined that properties purchased in earlier years benefitted more from the Capital Improvements than properties purchased in later years and, therefore, any unpaid portion of an Assessment remaining after January 31, 2030, which is not delinquent, shall be reduced to zero and all liens related to any remaining unpaid Assessments shall be released.

4. The following table summarizes the Capital Assessment Rate by Lot Type.

Lot Type	Collected Through FY ⁸	Paid January 31	Capital Assessment Rate ⁹
Single-Family Residential	2029	2030	\$380 / lot
Commercial	2033	2034	.071 / sq. ft.
Multi-Family	2040	2041	.068 / sq. ft.
Undeveloped Lot	2040	2042	.068 / sq. ft.

B. Reallocation of Assessments.

1. *Upon Division of Commercial, Undeveloped or Multi-Family Lots.*

Upon the division of any Assessed Property consisting of a Commercial, Undeveloped or Multi-Family Lot, the Administrator shall reallocate the Assessment for such Commercial, Undeveloped or Multi-Family Lot prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

⁸ Assessments due by January 31st, the following fiscal year.

⁹ Same assessment rates collected for Fiscal Year 2019 for Commercial, Multi-Family, and Undeveloped.

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the estimated square footage of the newly divided Assessed Property

D = the sum of the estimated square footage for all of the newly divided Assessed Properties

The calculation of the buildout value of an Assessed Property shall be performed by the Administrator based on information from the Developer, homebuilders, market studies, appraisals, official public records of the County, and any other relevant information regarding the Assessed Property. The calculation as confirmed by the City Council shall be conclusive.

2. *Upon Consolidation of Commercial, Undeveloped or Multi-Family Lots.*

If two or more Parcels of Assessed Property consisting of Commercial, Undeveloped, or Multi-Family Lots are consolidated, the Administrator shall allocate the Assessments against the Parcels before the consolidation to the consolidated Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update.

3. *Reallocation for Residential Single-Family Lots.*

Reallocation of an Assessment levied against Assessed Property consisting of a Single-Family Residential Lot upon division or consolidation of such Single-Family Residential Lot shall be pro-rata based on square footage.

C. Mandatory Prepayment of Assessments.

1. If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessment, the owner transferring the Assessed Property shall pay the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs to the City, prior to the transfer unless the transfer is made in lieu of condemnation in which case the Assessment will be re-allocated to the portion of the Assessed Property not transferred under threat of condemnation, if any. If the owner of Assessed Property causes the Assessed Property to become Non-Benefited Property as the result of a change in use, the owner causing the change in status shall pay the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status.

D. Adjustment of Assessments.

1. If the Costs of Operational and Maintenance Supplemental Services each year are less than the Costs used to calculate the portion of the Annual Installment of the

Assessments for such Operational and Maintenance Supplemental Services, then City Council shall adjust the portion of the Annual Installment of the Assessment for the following year on a pro-rata basis such that the sum of the resulting adjusted Assessments for all Assessed Property equals the adjusted Costs. Excess PID Bond proceeds shall be applied to redeem outstanding PID Bonds. Assessments shall never be reduced to an amount less than the outstanding PID Bonds, if issued, or the remaining unpaid Costs of the Capital Improvements and Supplemental Services if no bonds are issued.

2. The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the adjusted Assessments.

E. Payment of Assessments.

1. The owner of Assessed Property may pay, at any time and without penalty, all or any part of a Capital Assessment in accordance with the Act. If an Annual Installment has been billed prior to payment, the Annual Installment shall be due and payable and shall be applied against the payment of any amount due then to the remaining balance.

2. In the event an owner of an Assessed Property desires to pay the Capital Assessment portion of the Assessment:

a. In full: (1) the Administrator shall cause the Capital Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; (3) the obligation to pay the Capital Assessment and corresponding Annual Installments shall terminate; (4) the City shall provide the owner with a recordable "Notice of PID Capital Assessment Termination"; and (5) the Administrator shall work with the City to file in the real property records of the County a Release of Lien in the form attached hereto as **Exhibit H.**

b. In part: (1) the Administrator shall cause the Capital Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; and (3) the outstanding obligation of the Capital Assessment shall be reduced.

F. Annual Installments.

1. Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit F-1** show the Fiscal Year 2020 Annual Installments for (a) the

Commercial Lots, (b) Multi-Family Lots, (c) the Undeveloped Lot, and (d) the Single-Family Residential Lots, respectively. Annual Installments are subject to adjustment in each Annual Service Plan Update.

2. The Administrator shall prepare and submit to the City Council for its review and 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 updated calculations of unpaid Assessments. Annual Costs of Operational and Maintenance Supplemental Services shall be allocated pro rata among Parcels for which the Assessments remain unpaid. Annual Installments shall be reduced by any credits applied under the Indenture, such as interest earnings on account balances, and any other funds available to the Trustee for such purposes. Annual Installments shall be collected by the City 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 Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the Act.

3. Sales of Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the non-delinquent Annual Installments as they become due and payable.

4. Each Annual Installment of an Assessment shall be updated annually. Each Annual Installment shall be delinquent if not paid prior to February 1 of the following year.

SECTION VII: ASSESSMENT ROLL

The Assessments for the Commercial, Multi-Family, Undeveloped Lot, and Single-Family Residential Lots are shown on the Assessment Roll attached as **Exhibit F**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Assessment Roll and Annual Installments as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. **Calculation Errors.** An owner of Assessed Property claiming that an error has been made

in calculating the Assessment Roll or Annual Installments must send written notice of the alleged error to the Administrator within 30 days after the date the Assessment Roll or Annual Installments were made available for public inspection with the City Secretary. If the owner fails to give such notice, the owner shall be deemed to have accepted the calculations and to have waived any objections. The Administrator shall meet with the owner alleging the error, consider evidence regarding the alleged error, and decide whether an error has been made.

1. If the Administrator determines that no error has occurred, the owner may appeal the determination to the City Council within 30 days after notice of the determination is given to the owner. If the owner fails to appeal within such 30-day period, the owner shall be deemed to have accepted the determination of Administrator and to have waived any objections. If an appeal is timely taken, the City Council shall determine whether or not an error has occurred. If the City Council determines that an error has occurred, the Assessment Roll and Annual Installments shall be revised to correct the error.

2. If the Administrator determines that an error has occurred, notice of the error shall be given to the City Council, and the Administrator shall revise the Assessment Roll and Annual Installments accordingly.

3. Overpayments of Annual Installments shall reduce Annual Installments for following years as determined by the Administrator. Cash refunds shall not be allowed except in the final year that Annual Installments are collected. Except as provided in this Section, determinations by the Administrator shall be final and binding on the owner of the Assessed Property and on the successors and assigns of the owner. Determinations by the City Council shall be final and binding on the owner of the Assessed Property and on the successors and assigns of the owner.

C. **Confirmation and Ratification of Proceedings.** The City Council has approved, confirmed and ratified in all respects the prior actions taken by the City Council relating to the creation of the District, the approval of the original service and assessment plan, and the levy of assessments within the District as outlined in **Exhibit G.**

D. **Amendments.** Amendments to this Annual Service Plan Update must be made by the City Council in accordance with the Act. To the extent permitted by the Act, this Annual Service Plan Update may be amended without notice to owners of Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this Annual Service Plan Update.

E. **Administration and Interpretation.** The Administrator shall: (1) perform the obligations of the Administrator as set forth in this Annual Service Plan Update; (2) administer the District

for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this Annual Service Plan Update. Interpretations of this Annual Service Plan Update by the Administrator shall be in writing and shall be appealable to the City Council by owners or developers adversely affected by the interpretation. Appeals shall be decided by the City Council after holding a public hearing at which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

F. Severability. If any provision of this Annual Service Plan Update is determined by a court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

G. Exhibits. The following Exhibits are attached to and made a part of this Annual Service Plan Update for all purposes:

- Exhibit A** Legal Description of the Property
- Exhibit B** Depiction of the Property
- Exhibit C** Final Plats
- Exhibit D** Authorized Improvement Costs
- Exhibit D-1** Engineer's Opinion of Probable Costs of Capital Improvements
- Exhibit E** Service Plan
- Exhibit F** Assessment Roll
- Exhibit F-1** Fiscal Year 2020 Annual Installments
- Exhibit G** Hunters Crossing Public Improvement District Timeline of Proceedings
- Exhibit H** Form Notice of PID Assessment Termination

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EXHIBIT A: LEGAL DESCRIPTION OF THE PROPERTY

FIELD NOTES FOR A 283.001 ACRE TRACT IN THE NANCY BLAKEY SURVEY, BASTROP COUNTY, TEXAS.

BEING a 283.001 acre tract or parcel of land out of and being a part of the Nancy Blakey Survey, A-98, in Bastrop County, Texas, and being a part of that certain 497.81 acre tract described in a deed from Dr. J. Gordon Bryson to Lloyd F. Ketha, dated September 9, 1950, recorded in Volume 129, Page 493, Bastrop County Deed Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a 3/8 inch iron rod found at a fence corner post on the south line of State Highway No. 71, the northeast corner of that certain 166 acre tract, called First Tract, described in a deed from Ivor W. Young to John Dale Weaver and wife, Charlotte Weaver, dated December 29, 1960, recorded in Volume 153, Page 338, Bastrop County Deed Records, for the northwest corner of said 497.81 acre tract and this tract.

THENCE with the south line of State Highway No. 71 and north line of said 497.81 acre tract, N 88 deg. 49 min. 00 sec. E, 2272.94 feet to a 5/8 inch iron rod set near a fence corner post for angle.

THENCE leaving said line, S 01 deg. 21 min. 51 sec. E, 286.46 feet to a 5/8 inch iron rod set for angle.

THENCE N 89 deg. 26 min. 22 sec. E, 241.62 feet to a 5/8 inch iron rod set for angle.

THENCE N 01 deg. 12 min. 09 sec. W, 289.08 feet to a 5/8 inch iron rod set on the south line of State Highway No. 71 and north line of said 497.81 acre tract for an angle corner.

THENCE with said line, N 88 deg. 49 min. 00 sec. E, 1019.24 feet to a 5/8 inch iron rod set near a fence corner post, the northwest corner of Lot 1, Covert Automobile Dealership Subdivision, as recorded in Plat Cabinet 2, Page 365A, Bastrop County Plat Records, for the upper northeast corner of this tract.

THENCE with the west line of said Lot 1, S 01 deg. 21 min. 33 sec. E, 846.82 feet to a 5/8 inch iron rod set near a fence corner post, the southwest corner of said Lot 1, for an interior corner of this tract.

THENCE with the south line of said Lot 1, S 79 deg. 14 min. 25 sec. E, 628.56 feet to a 5/8 inch iron rod found near a fence corner post, the southeast corner of Lot 1, on the west line of State Highway No. 304, for the lower northeast corner of this tract.

THENCE with the west line of State Highway No. 304, S 10 deg. 44 min. 28 sec. W, 2287.68 feet to a 1/2 inch iron rod found, near a fence corner post, on the south line of the said Nancy Blakey Survey and said 496.81 acre tract, the north line of the Mozea Rousseau Survey, A-56, the northeast corner of that certain 0.994 acre tract described in a deed from William Howard Dahse and wife, Carolyn D. Dahse, to William N. Selstad, dated April 27, 1998, recorded in Volume 908, Page 871, Bastrop County Deed Records, for the southeast corner of this tract.

THENCE with the north line of the 0.994 acre tract, S 88 deg. 35 min. 34 sec. W, 230.01 feet to a 2 inch steel fence corner post, the northwest corner of said 0.994 acre tract, the northeast corner of that certain 3.800 acre tract described in a deed from Michael S. Compton and wife, Georgia L. Compton, to William Howard Dahse and wife, Carolyn Dowdy Dahse, dated April 30, 1998, recorded in Volume 908, Page 843, Bastrop County Deed Records, for an angle in the south line of this tract.

THENCE continuing with said line, S 88 deg. 55 min. 06 sec. W, 459.21 feet to a 1/2 inch iron rod found at a fence corner post, the northwest corner of the Dahse 3.800 acre tract, the northeast corner of that certain 126.297 acre tract described in a deed from C.D. Fitzwilliam M.D. to Reid Sharp and wife, Cindy

Sharp, dated August 24, 1990, recorded in Volume 580, Page 770, Bastrop County Deed Records, for an angle corner in the south line of this tract.

THENCE continuing with said line, S 88 deg. 32 min. 30 sec. W, 1654.22 feet to a 1/2 inch iron rod found at a fence corner post, the northwest corner of the Sharp 126.297 acre tract, the lower northeast corner of the before mentioned Weaver 166 acre tract, for an angle in the south line of this tract.

THENCE continuing with said line, S 88 deg. 03 min. 49 sec. W, 1403.14 feet to a 5/8 inch iron rod set at a fence corner post, an interior corner of the Weaver 166 acre tract, for the southwest corner of said 497.81 acre tract and this tract.

THENCE with the upper east line of the Weaver 166 acre tract and west line of said 497.81 acre tract, N 00 deg. 00 min. 00 sec. E, 3242.36 feet to the POINT OF BEGINNING, containing 283.001 acres of land.

EXHIBIT B: DEPICTION OF THE PROPERTY

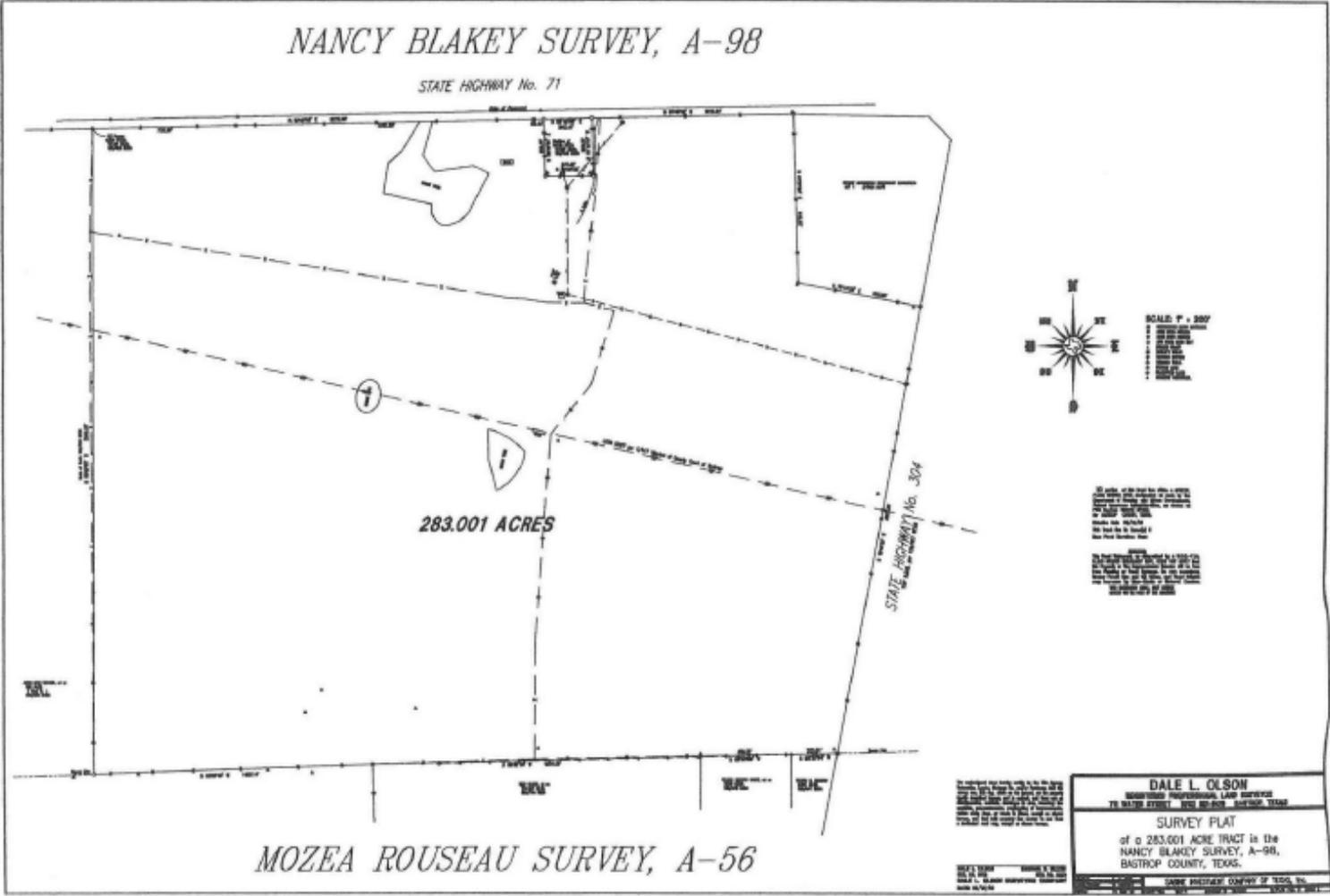


Exhibit B
Hunters Crossing Public Improvement District Amended and Restated Service and Assessment Plan

EXHIBIT C: FINAL PLATS SECTIONS 1A-9C
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Plat	Plat Cabinet/Page
Hunters Crossing Section One-A	4/50-B
Resubdivision of Lot 2, Hunters Crossing Section One-A	4/58-B
Resubdivision of Lot 2-B, Hunters Crossing Section One-A	4/137-B
Resubdivision of Lot 3, Hunters Crossing Section One-A	4/149-A
Hunters Crossing Section Two A	4/107-A
Hunters Crossing Section Two B	4/105-B
Hunters Crossing Section Two C	5/21-A
Hunters Crossing Section Two D	5/90-A
Hunters Crossing Section Three A	4/111-B
Hunters Crossing Section Three B	4/130-B
Hunters Crossing Section Three C	4/159-B
Hunters Crossing Section Three D	4/175-B
Hunters Crossing Section Three E	5-143-A
Resubdivision of Lots 11-14, Block A, Hunters Crossing Section Three E	5/151-A
Hunters Crossing Section Three G	5/11-A
Hunters Crossing Section Four A	4-131-B
Hunters Crossing Section Four B	4/187-A
Hunters Crossing Section Five A	4/153-B
Hunters Crossing Section Five B	5/143-B
Resubdivision of Lots 21-33, Block A, Hunters Crossing Section Five B	5/151-B
Hunters Crossing Section Seven A	5/21-B
Hunters Crossing Section Seven B	5/113-A
Hunters Crossing Section Nine A	6/77-A
Hunters Crossing Section Nine B	6/41-A
Hunters Crossing Section Nine C	5/142-B

EXHIBIT D: AUTHORIZED IMPROVEMENT COSTS

CAPITAL IMPROVEMENT COSTS

Category	Per Original Estimate and Ordinance	Project Totals Through 6/30/2010	Note	Variance	% Var.
1. Engineers estimate of probable construction costs	\$ 8,277,969	\$ 12,338,635	(1)	\$4,060,666	49%
2. Portion of WW-6 within the area of the ORCA grant	(27,757)	(27,757)	(5)	-	0%
3. City contribution for water/ww line oversizing	(343,408)	(343,408)	(5)	-	0%
4. Engineering, planning, and surveying	771,592	826,007	(1)	54,415	7%
5. Cost of land	551,338	551,338	(5)	-	0%
6. Legal fees	75,000	184,793	(1)	109,793	146%
7. PID consultant fees	40,000	-	(2)	(40,000)	-100%
Sub-total	<u>9,344,734</u>	<u>13,529,608</u>		<u>4,184,874</u>	45%
Less developers contribution (20%)	<u>(1,868,947)</u>	<u>(2,705,922)</u>	(3)	<u>(836,975)</u>	45%
Capital recovery amount before interest	7,475,787	10,823,686		3,347,899	45%
Interest capitalization rate of 6% for 10 years	<u>4,485,473</u>	<u>6,494,212</u>	(4)	<u>2,008,739</u>	45%
Total net capital recovery amount	<u>\$ 11,961,260</u>	<u>\$ 17,317,898</u>		<u>\$5,356,638</u>	45%

- (1) Sum of (1) equals total reviewed costs of \$13,349,435
 (2) PID consultant fee most likely coded with legal fees
 (3) Used 20% of sub-total here based on original ordinance percentage
 (4) Estimated at 60% of Capital Recovery amount before interest
 (5) These amounts not verified and are based on original ordinance

CAPITAL IMPROVEMENT AND SUPPLEMENTAL SERVICES COSTS

Tract (from Master Plan)	Land Use	Acres	Capital Improvements	Subtotals	Annual Supplemental Services		26 Year Total	Grand Total
					O & M	Admin		
HXC-1 (Section One-A)	Commercial	23.60	\$ 1,487,335		\$ 45,715	\$ 5,984	\$ 1,292,459	\$ 2,779,784
HXC-2	Commercial	19.21	1,210,512		37,206	4,870	1,051,906	2,262,418
HXC-3	Commercial	11.46	722,148		22,196	2,905	627,529	1,349,677
HXC-4	Commercial	18.12	1,015,798		31,222	4,087	882,703	1,698,499
HXC-5	Commercial	5.80	365,485		11,234	1,470	317,598	683,083
HXC-6	Commercial	4.20	264,862		8,135	1,065	229,805	494,647
HXC-7	Commercial	2.42	152,495		4,687	613	132,515	285,010
HXC-8	Commercial	1.01	63,645	5,282,078	1,956	256	55,306	118,951
HXM-1	Multi-Family	9.00	546,101		4,358	570	123,208	689,307
HXM-2	Multi-Family	10.48	635,904		5,074	664	143,466	779,370
HXM-3	Multi-Family	14.84	900,459	2,082,464	7,186	940	203,153	1,103,612
HXR-1	Single Family	22.61	961,975		2,518	330	71,190	1,033,165
HXR-2	Single Family	12.38	526,725		1,379	180	38,980	565,705
HXR-3A	Single Family	11.16	474,618		1,243	163	35,138	509,956
HXR-3B	Single Family	8.31	353,561		925	121	26,185	379,726
HXR-3B	Single Family	3.32	141,254		370	48	10,453	151,707
HXR-4A	Single Family	22.41	953,466		2,496	327	70,560	1,024,026
HXR-4B	Single Family	8.24	350,583		918	120	25,945	376,528
HXR-5	Single Family	19.81	834,336	4,596,718	2,184	286	61,744	896,080
HXP-1 thru HXP-9	Parks & Trails	36.96	N.A.					
Collector Street ROW	Right of Way	19.86	N.A.					
TOTALS		283.00	\$ 11,961,260	\$ 11,961,260	\$ 191,000	\$ 25,000	\$ 5,400,000	\$ 17,361,260

Notes

1. Costs may vary and PID reimbursements are based on actual expenditures by the Developer
2. All costs noted above are a combination of estimates, and actual costs incurred. All costs and estimates will be updated annually and appropriate adjustments to assessments will be made in accordance with regulations and statutes under Chapter 372 of the Texas Local Government Code for Hunters Crossing Public Improvement District.
3. All costs are in 2003 dollars
4. No inflation is assumed
5. Costs in the PID include: water, sanitary sewer, storm sewer/drainage, streets, erosion control, electricity/gas, entry features, City fees, engineering/surveying, legal, design/planning, PID consulting, and contingency

EXHIBIT D-1: OPINION OF PROBABLE COSTS¹

**Exhibit G
Hunters Crossing PID Summary Information
19-Nov-03**

PID Summary Schedule of Capital Recovery Costs

1. Engineers Estimate of Probable Construction Costs (Exhibit 1)	\$ 8,277,969
2. Portion of WW-8 within the area of the ORCA Grant	(27,757)
3. City Contribution for Water & Wastewater Line Oversizing	(343,408)
4. Engineering, Planning and Surveying	771,592
5. Cost of Land (53.63 Acres @ \$10,280/Acre)	551,338
6. Legal Fees	75,000
7. PID Consultant Fees	40,000
	<u>\$ 9,344,734</u>
Less Developer Contribution of 20%	<u>\$ (1,868,947)</u>
	<u>\$ 7,475,787</u>
Interest Capitalization Rate of 6% for 10 Years	4,485,473
	<u>\$ 11,961,260</u>

**Hunters Crossing
Summary Schedule of PID Costs by Zoning
Plus Operations and Maintenance and Administration
At Full Buildout**

Master Plan Zoning Designation	Total Capital Recovery Costs	Annual Assessments			Total Annual Assessments	Units At Buildout
		Capital	O & M	Admin		
		Note 2	Per Table F			
Commercial	\$ 5,282,078	\$211,283	\$ 162,350	\$ 11,040	\$384,673	174
Multifamily	2,082,464	83,299	16,618	4,353	104,269	755
Single Family	4,596,717	183,869	12,032	9,608	205,508	464
See Table B	<u>\$ 11,961,260</u>	<u>\$ 478,450</u>	<u>\$ 191,000</u>	<u>\$ 25,000</u>	<u>\$ 694,450</u>	<u>1,393</u>

Additional information on numbered items above:

1. See Engineers Estimate of Probable Costs
2. See City of Bastrop ORCA contract.
3. See Bastrop/Sabine Investment Company Development Agreement
4. Engineering estimate based on 10% of estimated construction costs.
5. Cost of land contributed for drainage, detention, parks and other public areas based on comparable land values in the area.
6. Legal fees based on an estimate of necessary hours to complete PID formation.
7. PID Consultant Fees based on contract between Sabine and Park Patterson.

Note 1: O & M Expenses are based on full buildout. To review annual costs until full buildout see Operations and Maintenance Schedule (Table F).

Note 2: Based on Capital Recovery Including 10-Year 6% Interest Reserve Straightlined Over 25 Years Plus Annual Expenses of O & M and Administration.

¹ See Assessment Ordinance, Exhibit B "Hunters Crossing Public Improvement District Service and Assessment Plan, City of Bastrop Texas, dated November 19, 2003", Section III and Exhibits G and H. Numbers shown are in 2003 dollars and assume no inflation.

Hunters Crossing
Engineers Opinion of Probable Construction Cost
Detailed Cost Breakdown
 TP-011E
 May 7, 2003

STREET AND DRAINAGE				
Description	Estimated Quantity	Units	Bid Unit Price	Bid Total
SCE	1	EA	\$1,500.00	\$1,500.00
Silt Fence	1,983	LF	\$2.10	\$4,164.30
Inlet Protection	8	EA	\$75.00	\$600.00
Rock Berm	211	LF	\$16.00	\$3,376.00
Saw Cut Asphalt	41	LF	\$4.00	\$164.00
Excavate & Embank	5,302	CY	\$2.75	\$14,580.50
Backfill Curb	5,130	LF	\$2.50	\$12,825.00
Respread Topsoil	1,042	CY	\$6.00	\$6,252.00
Hydromulch	12,730	SY	\$0.30	\$3,819.00
Water Hydromulch	12,730	SY	\$0.50	\$6,365.00
4" Pavement Stripe	5,136	LF	\$0.50	\$2,568.00
24" Pavement Stripe	60	LF	\$7.00	\$420.00
Street Signs	5	EA	\$7.50	\$37.50
Subgrade Prep	13,620	SY	\$0.75	\$10,215.00
12" Flex Base	9,080	TON	\$16.00	\$145,280.00
2" Asphalt Paving	11,890	SY	\$4.40	\$52,316.00
Curb & Gutter w/ Rebar	4,890	LF	\$8.00	\$39,120.00
Curb Inlet Transitions	240	LF	\$12.00	\$2,880.00
Sidewalk	17,500	SF	\$3.15	\$55,125.00
HC Ramps	12	EA	\$400.00	\$4,800.00
Traffic Control	1	LS	\$1,000.00	\$1,000.00
18" RCP	450	LF	\$36.00	\$16,200.00
18" Bend	3	EA	\$240.00	\$720.00
24" RCP	75	LF	\$48.00	\$3,600.00
24" Wye	1	EA	\$495.00	\$495.00
30" RCP	130	LF	\$63.00	\$8,190.00
36" RCP	90	LF	\$82.00	\$7,380.00
36" Wye	2	EA	\$1,000.00	\$2,000.00
42" RCP	600	LF	\$118.00	\$70,800.00
42" Wye	3	EA	\$1,400.00	\$4,200.00
Trench Protection	1,345	LF	\$0.75	\$1,008.75
Remove 42" RCP	58	LF	\$6.00	\$348.00
36" Headwall	1	EA	\$1,650.00	\$1,650.00
42" Headwall	1	EA	\$2,000.00	\$2,000.00
4 Sided Inlet	1	EA	\$3,000.00	\$3,000.00
10' Inlet	5	EA	\$2,400.00	\$12,000.00
8' Inlet SPL	2	EA	\$2,000.00	\$4,000.00
Temporary Diversion Swale	860	LF	\$10.00	\$8,600.00
18" & 24" Plugs	4	EA	\$160.00	\$640.00
5' Manhole	4	EA	\$2,600.00	\$10,400.00
Street End Barricade	90	LF	\$27.00	\$2,430.00
			Subtotal:	\$527,069.05
			10% Contingency:	\$52,706.91
			Total Street and Drainage:	\$579,775.96
			Cost per linear foot (2583 L.F.)=	\$224.46

WASTEWATER				
WW-1		Estimated	Estimated	Estimated
Description		Quantity	Unit Price	Total
18" SDR-35 PVC Pipe (0-8' deep)		354	L.F. \$44.00	\$15,576.00
4 ft. Dia. Wastewater Manhole		2	Ea. \$2,500.00	\$5,000.00
Trench Protection		354	L.F. \$1.50	\$531.00
			Subtotal:	\$21,107.00
			10% Contingency:	\$2,110.70
			Total Line WW-1:	\$23,217.70
			Cost per linear foot=	\$65.59
WW-2		Estimated	Estimated	Estimated
Description		Quantity	Unit Price	Total
18" SDR-35 PVC Pipe (0-8' deep)		660	L.F. \$44.00	\$29,040.00
18" Ductile Iron (0-8' deep)		160	L.F. \$59.00	\$9,440.00
Concrete Encasement		95	CY \$100.00	\$9,500.00
4 ft. Dia. Wastewater Manhole		3	Ea. \$2,500.00	\$7,500.00
Trench Protection		820	L.F. \$1.50	\$1,230.00
			Subtotal:	\$56,710.00
			10% Contingency:	\$5,671.00
			Total Line WW-2:	\$62,381.00
			Cost per linear foot=	\$76.07
WW-3		Estimated	Estimated	Estimated
Description		Quantity	Unit Price	Total
15" SDR-35 PVC Pipe (0-8' deep)		1,120	L.F. \$35.00	\$39,200.00
4 ft. Dia. Wastewater Manhole		2	Ea. \$2,500.00	\$5,000.00
Trench Protection		1,120	L.F. \$1.50	\$1,680.00
			Subtotal:	\$45,880.00
			10% Contingency:	\$4,588.00
			Total Line WW-3:	\$50,468.00
			Cost per linear foot=	\$45.06
WW-4		Estimated	Estimated	Estimated
Description		Quantity	Unit Price	Total
12" SDR-35 PVC Pipe (0-8' deep)		1,150	L.F. \$31.00	\$35,650.00
12" Ductile Iron (0-8' deep)		321	L.F. \$45.00	\$14,445.00
4 ft. Dia. Wastewater Manhole		5	Ea. \$2,500.00	\$12,500.00
Trench Protection		321	L.F. \$1.50	\$481.50
			Subtotal:	\$63,076.50
			10% Contingency:	\$6,307.65
			Total Line WW-4:	\$69,384.15
			Cost per linear foot=	\$47.17
WW-5		Estimated	Estimated	Estimated
Description		Quantity	Unit Price	Total
10" SDR-35 PVC Pipe (0-8' deep)		1,189	L.F. \$28.00	\$33,292.00
4 ft. Dia. Wastewater Manhole		3	Ea. \$2,500.00	\$7,500.00
Trench Protection		1,189	L.F. \$1.50	\$1,783.50
			Subtotal:	\$42,575.50
			10% Contingency:	\$4,257.55
			Total Line WW-5:	\$46,833.05
			Cost per linear foot=	\$39.39

WW-6	Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
	12" SDR-35 PVC Pipe (0-8' deep)	3,354	L.F.	\$31.00	\$103,974.00
	4 ft. Dia. Wastewater Manhole	11	Ea.	\$2,500.00	\$27,500.00
	Trench Protection	3,354	L.F.	\$1.50	\$5,031.00
				Subtotal:	\$136,505.00
				10% Contingency:	\$13,650.50
				Total Line WW-6:	\$150,155.50
				Cost per linear foot=	\$44.77
WW-7	Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
	8" SDR-35 PVC Pipe (0-8' deep)	970	L.F.	\$25.00	\$24,250.00
	4 ft. Dia. Wastewater Manhole	2	Ea.	\$2,500.00	\$5,000.00
	Trench Protection	970	L.F.	\$1.50	\$1,455.00
				Subtotal:	\$30,705.00
				10% Contingency:	\$3,070.50
				Total Line WW-7:	\$33,775.50
				Cost per linear foot=	\$34.82
WW-8	Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
	8" SDR-35 PVC Pipe (0-8' deep)	970	L.F.	\$25.00	\$24,250.00
	4 ft. Dia. Wastewater Manhole	3	Ea.	\$2,500.00	\$7,500.00
	Trench Protection	970	L.F.	\$1.50	\$1,455.00
				Subtotal:	\$33,205.00
				10% Contingency:	\$3,320.50
				Total Line WW-8:	\$36,525.50
				Cost per linear foot=	\$37.66
WW-9 (Existing) ¹	Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
	8" SDR-35 PVC Pipe (0-8' deep)	1,618	L.F.	\$25.00	\$40,450.00
	10" SDR PVC Casing Pipe	120	L.F.	\$18.00	\$2,160.00
	4 ft. Dia. Wastewater Manhole	5	Ea.	\$1,500.00	\$7,500.00
	Connect to Existing Manhole	1	Ea.	\$2,000.00	\$2,000.00
				Total Line WW-9:	\$52,110.00
				Cost per linear foot=	\$32.21
WW-10	Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
	6" SDR-35 PVC Pipe (0-8' deep)	1,227	L.F.	\$22.00	\$26,994.00
	4 ft. Dia. Wastewater Manhole	6	Ea.	\$1,500.00	\$9,000.00
	Connect to Existing Manhole	1	Ea.	\$2,000.00	\$2,000.00
				Subtotal:	\$37,994.00
				10% Contingency:	\$3,799.40
				Total Line WW-10:	\$41,793.40
				Cost per linear foot=	\$34.06
FM-1	Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
	8" PVC WW-Forcemain	2,974	L.F.	\$25.00	\$74,350.00
	16" Jack and Bore	50	L.F.	\$400.00	\$20,000.00
	Pavement Repair	588	S.Y.	\$31.00	\$18,228.00
	Connect to existing manhole	1	Ea.	\$2,000.00	\$2,000.00
				Subtotal:	\$114,578.00
				10% Contingency:	\$11,457.80
				Total Line FM-1:	\$126,035.80
				Cost per linear foot=	\$42.38
FM-2 (Existing) ¹	Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
	3" PVC WW-Forcemain	1,657	L.F.	\$15.50	\$25,683.50
				Total Line FM-2:	\$25,683.50
				Cost per linear foot=	\$15.50
LS-1	Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
	Lift Station	1	LS	\$150,000.00	\$150,000.00
LS-2 (Existing) ¹	Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
	Lift Station	1	LS	\$105,000.00	\$105,000.00

WATER				
W-1 Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
16" Waterline	1,848	L.F.	\$61.00	\$112,728.00
Fire Hydrant Assembly	7	Ea.	\$2,400.00	\$16,800.00
			Subtotal:	\$129,528.00
			10% Contingency:	\$12,952.80
			Total Line W-1:	\$142,480.80
			Cost per linear foot=	\$77.10
W-2 Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
16" Waterline	1,339	L.F.	\$61.00	\$81,679.00
Fire Hydrant Assembly	5	Ea.	\$2,400.00	\$12,000.00
			Subtotal:	\$93,679.00
			10% Contingency:	\$9,367.90
			Total Line W-2:	\$103,046.90
			Cost per linear foot=	\$76.96
W-3 Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
16" Waterline	2,572	L.F.	\$61.00	\$156,892.00
Fire Hydrant Assembly	9	Ea.	\$2,400.00	\$21,600.00
			Subtotal:	\$178,492.00
			10% Contingency:	\$17,849.20
			Total Line W-3:	\$196,341.20
			Cost per linear foot=	\$76.34
W-4 (Existing) ¹ Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
16" Waterline	1,186	L.F.	\$51.00	\$60,486.00
24" PVC Casing Pipe	65	L.F.	\$46.00	\$2,990.00
Roadbore & 24" Steel Encase Pipe	300	L.F.	\$290.00	\$87,000.00
16" Gate Valve w/ valve box	5	Ea.	\$4,500.00	\$22,500.00
2" Air Release Valve Assembly	1	Ea.	\$2,000.00	\$2,000.00
18" PVC Casing Pipe	65	L.F.	\$30.50	\$1,982.50
Pavement Repair	1,011	SY	\$29.00	\$29,319.00
Fire Hydrant Assembly	3	Ea.	\$2,840.00	\$8,520.00
			Total Line W-4:	\$214,797.50
			Cost per linear foot=	\$138.49
W-5 Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
12" Waterline	2,140	L.F.	\$43.00	\$92,020.00
Fire Hydrant Assembly	8	Ea.	\$2,400.00	\$19,200.00
			Subtotal:	\$111,220.00
			10% Contingency:	\$11,122.00
			Total Line W-5:	\$122,342.00
			Cost per linear foot=	\$57.17

W-6 Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
12" Waterline	2,494	L.F.	\$43.00	\$107,242.00
Fire Hydrant Assembly	9	Ea.	\$2,400.00	\$21,600.00
			Subtotal:	\$128,842.00
			10% Contingency:	\$12,884.20
			Total Line W-6:	\$141,726.20
			Cost per linear foot=	\$56.83
W-7 Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
12" Waterline	956	L.F.	\$43.00	\$41,108.00
Fire Hydrant Assembly	4	Ea.	\$2,400.00	\$9,600.00
			Subtotal:	\$50,708.00
			10% Contingency:	\$5,070.80
			Total Line W-7:	\$55,778.80
			Cost per linear foot=	\$58.35
W-8 (Existing) ¹ Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
12" Waterline	682	L.F.	\$25.00	\$17,050.00
Tie into existing 12" watermain	1	Ea.	\$3,400.00	\$3,400.00
Fire Hydrant Assembly	2	Ea.	\$2,840.00	\$5,680.00
			Total Line W-8:	\$26,130.00
			Cost per linear foot=	\$38.31
W-9 Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
12" Waterline	1,727	L.F.	\$43.00	\$74,261.00
Fire Hydrant Assembly	6	Ea.	\$2,400.00	\$14,400.00
			Subtotal:	\$88,661.00
			10% Contingency:	\$8,866.10
			Total Line W-9:	\$97,527.10
			Cost per linear foot=	\$56.47

W-10 Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
12" Waterline	461	L.F.	\$43.00	\$19,823.00
Fire Hydrant Assembly	2	Ea.	\$2,400.00	\$4,800.00
			Subtotal:	\$24,623.00
			10% Contingency:	\$2,462.30
			Total Line W-10:	\$27,085.30
			Cost per linear foot=	\$58.75
W-11 (Existing) ¹ Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
12" Waterline	1,777	L.F.	\$25.00	\$44,425.00
12" Gate Valve w/. Valve box	8	Ea.	\$1,300.00	\$10,400.00
Cut in 12" Tee w/. (2) 12" Valves	1	Ea.	\$6,500.00	\$6,500.00
10" Service Connection	60	L.F.	\$22.00	\$1,320.00
10" Gate Valve w/. Valve box	1	Ea.	\$1,200.00	\$1,200.00
Fire Hydrant Assembly	3	Ea.	\$2,840.00	\$8,520.00
			Total Line W-11:	\$72,365.00
			Cost per linear foot=	\$40.72

BOX CULVERTS				
Hunter's Crossing (7 boxes @ 8' wide x 4' high) ²				
Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
8'x4' Box Culvert	749	L.F.	\$230.00	\$172,270.00
Upstream headwall	1	EA	\$5,000.00	\$5,000.00
Downstream headwall	1	EA	\$7,800.00	\$7,800.00
6" Concrete Riprap	450	SF	\$3.50	\$1,575.00
4" Concrete Riprap	4,001	SF	\$3.00	\$12,003.00
Concrete Wall	187	LF	\$225.00	\$42,075.00
18" Rock Riprap	1,275	SF	\$4.60	\$5,885.00
Guardrail	200	L.F.	\$26.00	\$5,200.00
Terminal Anchor Section	2	Ea.	\$400.00	\$800.00
Subtotal:				\$252,588.00
10% Contingency:				\$25,258.80
Total:				\$277,846.80
Buffalo Hunter (13 boxes @ 8' wide x 4' high) ²				
Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
Box Culvert	910	L.F.	\$230.00	\$209,300.00
Headwall	2	EA	\$8,000.00	\$16,000.00
Guardrail	400	L.F.	\$26.00	\$10,400.00
Terminal Anchor Section	2	Ea.	\$400.00	\$800.00
Subtotal:				\$236,500.00
10% Contingency:				\$23,650.00
Total:				\$260,150.00
Cost per linear foot=				\$285.88

¹ Information provided by Chasco Contracting, Final Pay Request for Hunters Crossing, Section 1A, dated September 30, 2002 (Attachment A)

² Information provided by Chasco Contracting, Hunters Crossing Extension-Box Culvert-KSA Improvements, dated March 18, 2003

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**Exhibit H -2 HUNTERS CROSSING ANALYSIS OF PROBABLE COSTS FOR
EXCAVATION & EMBANKMENT TO CREATE MAJOR CHANNELS
4-Apr-03**

PARCEL DESCRIPTION	AREA (acres)	C factor	CA	CA as a % of Subtotal CA	IMPROVEMENT COST	Drainage Channel		Total Costs
						Acres	\$ Amount	
ITEM 1 Channel from Section A to Section B					\$68,328	1.146		
Lot 1 Section One-A	14.032	0.85	11.93	59.46	\$40,826	0.88138	17,035	57,661
Lot 2 Section One-A	3.711	0.85	3.15	15.72	\$10,744	0.18020	4,505	15,249
Lot 3 Section One-A	5.857	0.85	4.98	24.82	\$16,958	0.28441	7,110	24,068
SUBTOTALS	23.600		20.06	100.00	\$68,328	1.146	\$ 28,650	\$ 96,978
ITEM 2 Box culverts under Home Depot Way					\$0			
Lot 1 Section One-A	14.032	0.85	11.93	59.46	\$0			-
Lot 2 Section One-A	3.711	0.85	3.15	15.72	\$0			-
Lot 3 Section One-A	5.857	0.85	4.98	24.82	\$0			-
Covert Dealership	-	0.85	0.00	0.00	\$0			-
SUBTOTALS	23.600		20.06	100.00	\$0		\$	-
ITEM 3 Channel from Section C to Section D					\$155,616	2.61		
Lot 1 Section One-A	14.032	0.85	11.93	29.97	\$46,641	0.74925	18,731	65,372
Lot 2 Section One-A	3.711	0.85	3.15	7.93	\$12,335	0.19815	4,954	17,289
Lot 3 Section One-A	5.857	0.85	4.98	12.51	\$19,468	0.31274	7,819	27,287
Covert Dealership	-	0.85	0.00	0.00	\$0	0.00000	-	-
Multifamily HXM-2	10.480	0.76	7.96	20.01	\$31,146	0.55959	13,990	45,136
Multifamily HXM-1	9.000	0.76	6.84	17.19	\$26,748	0.48056	12,014	38,762
Commercial HXC-5	5.800	0.85	4.93	12.39	\$19,279	0.30970	7,742	27,021
SUBTOTALS	48.880		39.79	100.00	\$ 155,616	2.61	\$ 65,250	\$ 220,866
ITEM 4 Channel from Section D to Section E					\$179,465	3.01		
Lot 1 Section One-A	14.032	0.85	11.93	9.08	\$16,302	0.23834	5,959	22,260
Lot 2 Section One-A	3.711	0.76	2.82	2.15	\$3,855	0.06303	1,576	5,431
Lot 3 Section One-A	5.857	0.76	4.45	3.39	\$6,084	0.09948	2,487	8,571
Covert Dealership	-	0.85	0.00	0.00	\$0	0.00000	-	-
Multifamily HXM-2	10.480	0.76	7.96	6.07	\$10,886	0.17801	4,450	15,336
Multifamily HXM-1	9.000	0.76	6.84	5.21	\$9,349	0.15287	3,822	13,170
Multifamily HXM-3	14.840	0.76	11.28	8.59	\$15,415	0.25206	6,302	21,717
Single Family HXR-3A	11.160	0.60	6.70	5.10	\$9,152	0.18956	4,739	13,891
Single Family HXR-3B	8.310	0.60	4.99	3.80	\$6,815	0.14115	3,529	10,343
Single Family HXR-4A	22.410	0.60	13.45	10.24	\$18,378	0.38064	9,516	27,894
Single Family HXR-5	19.610	0.60	11.77	8.96	\$16,081	0.33309	8,327	24,409
Commercial HXC-8	1.010	0.85	0.86	0.65	\$1,173	0.01716	429	1,602
Commercial HXC-2	19.210	0.85	16.33	12.44	\$22,317	0.32629	8,157	30,475
Commercial HXC-3	11.460	0.85	9.74	7.42	\$13,314	0.19465	4,866	18,180
Commercial HXC-4	16.120	0.85	13.70	10.44	\$18,728	0.27381	6,845	25,573
Commercial HXC-5	5.800	0.85	4.93	3.75	\$6,738	0.09852	2,463	9,201
Commercial HXC-6	4.200	0.85	3.57	2.72	\$4,879	0.07134	1,783	6,663
SUBTOTALS	177.210		131.31	100.00	\$179,465	3.01	\$75,250	\$254,715

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PARCEL DESCRIPTION	AREA (acres)	C factor	CA	CA as a % of Subtotal CA	IMPROVEMENT COST	Drainage Channel		Total Costs
						Acres	\$ Amount	
ITEM 5 Box Culverts Under Bear Hunter					\$0			-
Lot 1 Section One-A	14.032	0.85	11.93	9.02	\$0			-
Lot 2 Section One-A	3.711	0.85	3.15	2.39	\$0			-
Lot 3 Section One-A	5.857	0.85	4.98	3.77	\$0			-
Covert Dealership	-	0.85	0.00	0.00	\$0			-
Multifamily HXM-2	10.480	0.76	7.96	6.03	\$0			-
Multifamily HXM-1	9.000	0.76	6.84	5.18	\$0			-
Multifamily HXM-3	14.840	0.76	11.28	8.53	\$0			-
Single Family HXR-3A	11.160	0.60	6.70	5.07	\$0			-
Single Family HXR-3B	8.310	0.60	4.99	3.77	\$0			-
Single Family HXR-4A	22.410	0.60	13.45	10.17	\$0			-
Single Family HXR-5	19.610	0.60	11.77	8.90	\$0			-
Commercial HXC-8	1.010	0.85	0.86	0.65	\$0			-
Commercial HXC-2	19.210	0.85	16.33	12.35	\$0			-
Commercial HXC-3	11.460	0.85	9.74	7.37	\$0			-
Commercial HXC-4	16.120	0.85	13.70	10.37	\$0			-
Commercial HXC-5	5.800	0.85	4.93	3.73	\$0			-
Commercial HXC-6	4.200	0.85	3.57	2.70	\$0			-
SUBTOTALS	177.210		132.17	100.00	\$0			\$0
ITEM 6 Channel from Section F to Section G					\$184,832	3.1		
Lot 1 Section One-A	14.032	0.85	11.93	7.35	\$13,590	0.19224	4,806	18,396
Lot 2 Section One-A	3.711	0.85	3.15	1.94	\$3,594	0.05084	1,271	4,865
Lot 3 Section One-A	5.857	0.85	4.98	3.07	\$5,673	0.08024	2,006	7,679
Covert Dealership	-	0.85	0.00	0.00	\$0	0.00000	-	-
Multifamily HXM-2	10.480	0.76	7.96	4.91	\$9,075	0.14357	3,589	12,665
Multifamily HXM-1	9.000	0.76	6.84	4.22	\$7,794	0.12330	3,082	10,876
Multifamily HXM-3	14.840	0.76	11.28	6.95	\$12,851	0.20331	5,083	17,934
Single Family HXR-3A	11.160	0.60	6.70	4.13	\$7,630	0.15289	3,822	11,452
Single Family HXR-3B	8.310	0.60	4.99	3.07	\$5,681	0.11385	2,846	8,527
Single Family HXR-4A	22.410	0.60	13.45	8.29	\$15,321	0.30701	7,675	22,996
Single Family HXR-5	19.610	0.60	11.77	7.25	\$13,407	0.26865	6,716	20,123
Commercial HXC-8	1.010	0.85	0.86	0.53	\$978	0.01384	346	1,324
Commercial HXC-2	19.210	0.85	16.33	10.07	\$18,605	0.28317	6,579	25,185
Commercial HXC-3	11.460	0.85	9.74	6.01	\$11,099	0.15700	3,925	15,024
Commercial HXC-4	16.120	0.85	13.70	8.45	\$15,612	0.22084	5,521	21,133
Commercial HXC-5	5.800	0.85	4.93	3.04	\$5,617	0.07946	1,886	7,604
Commercial HXC-6	4.200	0.85	3.57	2.20	\$4,068	0.05754	1,438	5,506
Single Family HXR-3C	3.420	0.60	2.05	1.26	\$2,338	0.04685	1,171	3,509
Single Family HXR-1	22.610	0.60	13.57	8.36	\$15,457	0.30975	7,744	23,201
Single Family HXR-2	12.380	0.60	7.43	4.58	\$8,464	0.16980	4,240	12,704
Single Family HXR-4B	8.240	0.60	4.94	3.05	\$5,833	0.11289	2,822	8,456
Commercial HXC-7	2.420	0.85	2.06	1.27	\$2,344	0.03315	829	3,173
SUBTOTALS	226.280		162.21	100.00	\$184,832	3.1	77,500	262,332
ITEM 7 Channel from Section AA to Section BB					\$152,039	2.55		
Commercial HXC-2	19.210	0.85	16.33	43.72	\$66,471	1.07837	28,909	93,381
Commercial HXC-3	11.460	0.85	9.74	26.08	\$39,654	0.64212	16,053	55,708
Multifamily HXM-3	14.840	0.76	11.28	30.20	\$45,913	0.83151	20,788	66,701
SUBTOTALS	45.510		37.35	100.00	\$152,039	2.55	\$63,750	\$215,789

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PARCEL DESCRIPTION	AREA (acres)	C factor	CA	CA as a % of Subtotal CA	IMPROVEMENT COST	Drainage Channel		Total Costs	
						Acres	\$ Amount		
ITEM 8 Channel from Section CC to Section DD						\$157,405	2.64		
Commercial HXC-2	19.210	0.85	16.33	19.68	\$30,982	0.44172	11,043	42,025	
Commercial HXC-3	11.460	0.85	9.74	11.74	\$18,483	0.26352	6,588	25,071	
Commercial HXC-4	16.120	0.85	13.70	16.52	\$25,998	0.37087	9,267	35,265	
Multifamily HXM-3	14.840	0.76	11.28	13.60	\$21,400	0.34124	8,531	29,931	
Single Family HXR-5	19.610	0.60	11.77	14.18	\$22,325	0.45092	11,273	33,598	
Single Family HXR-4A	22.410	0.60	13.45	16.21	\$25,513	0.51531	12,883	38,395	
Single Family HXR-3A	11.160	0.60	6.70	8.07	\$12,705	0.25882	6,415	19,121	
SUBTOTALS	114.810		82.96	100.00	\$157,405	2.64	\$66,000	\$223,405	
ITEM 9 Channel from Section EE to Section FF						\$225,971	3.79		
Single Family HXR-4B	8.240	0.60	4.94	19.06	\$43,072	0.72241	18,080	61,132	
Single Family HXR-2	12.380	0.60	7.43	28.64	\$64,713	1.08536	27,134	91,847	
Single Family HXR-1	22.610	0.60	13.57	52.30	\$118,187	1.98223	49,556	167,743	
SUBTOTALS	43.230		25.94	100.00	\$225,971	3.79	\$94,750	\$320,721	
ITEM 10 Channel from Section GG to Section HH						\$130,575	2.19		
Single Family HXR-4A	22.410	0.60	13.45	53.33	\$69,638	1.16797	29,199	98,837	
Single Family HXR-5	19.610	0.60	11.77	46.67	\$60,937	1.02203	25,551	86,488	
SUBTOTALS	42.020		25.21	100.00	\$130,575	2.19	\$54,750	\$185,325	
ITEMS 1-10 CHANNEL SUBTOTAL						\$1,254,231	21.04	\$525,900	\$1,780,131
ITEM 11 Detention						\$872,286	14.63		
Lot 1 Section One-A	14.032	0.60	8.42	5.39	\$47,000	0.9078318	21,985	68,985	
Lot 2 Section One-A	3.711	0.60	2.23	1.42	\$12,430	0.2400386	5,814	18,244	
Lot 3 Section One-A	5.857	0.60	3.51	2.25	\$19,618	0.3788483	9,177	28,795	
Covert Dealership	-	0.85	0.00	0.00	\$0	0	-	-	
Multifamily HXM-2	10.480	0.76	7.96	5.10	\$44,463	0.6778778	16,420	60,883	
Multifamily HXM-1	9.000	0.76	6.84	4.38	\$38,184	0.582147	14,101	52,285	
Multifamily HXM-3	14.840	0.76	11.28	7.22	\$62,861	0.9598957	23,251	86,213	
Single Family HXR-3A	11.160	0.60	6.70	4.29	\$37,380	0.7218622	17,485	54,866	
Single Family HXR-3B	8.310	0.60	4.99	3.19	\$27,834	0.5375157	13,020	40,854	
Single Family HXR-4A	22.410	0.60	13.45	8.61	\$75,062	1.4495459	35,112	110,174	
Single Family HXR-5	19.610	0.60	11.77	7.53	\$65,683	1.2684335	30,725	96,408	
Commercial HXC-8	1.010	0.85	0.86	0.55	\$4,793	0.0653298	1,582	6,375	
Commercial HXC-2	19.210	0.85	16.33	10.45	\$91,154	1.2425604	30,098	121,251	
Commercial HXC-3	11.460	0.85	9.74	6.23	\$54,378	0.7412871	17,955	72,334	
Commercial HXC-4	16.120	0.85	13.70	8.77	\$76,491	1.0428899	25,257	101,748	
Commercial HXC-5	5.800	0.85	4.93	3.16	\$27,522	0.3751614	9,087	36,609	
Commercial HXC-6	4.200	0.85	3.57	2.28	\$19,929	0.2716886	6,580	26,510	
Single Family HXR-3C	3.320	0.60	1.99	1.27	\$11,120	0.2147475	5,202	16,322	
Single Family HXR-1	22.610	0.60	13.57	8.68	\$75,732	1.4824825	35,425	111,157	
Single Family HXR-2	12.380	0.60	7.43	4.75	\$41,467	0.8007755	19,397	60,863	
Single Family HXR-4B	8.240	0.60	4.94	3.16	\$27,600	0.5329879	12,910	40,510	
Commercial HXC-7	2.420	0.85	2.06	1.32	\$11,483	0.1585328	3,792	15,275	
SUBTOTALS	226.180		156.25	100.00	\$872,286	14.63	\$354,375	\$1,226,661	
TOTAL DIRECT COSTS ITEMS 1-11						\$ 2,126,617	35.666	\$ 880,275	\$ 3,006,792

PARCEL DESCRIPTION	AREA (acres)	C factor	CA	CA as a % of Subtotal CA	IMPROVEMENT COST	Drainage Channel		Total Costs
						Acres	\$ Amount	
CHANNELS, POND & RIGHTS OF WAY								
channels and parkland	23.5							
detention ponds	14.6							
collector streets right of way	18.7							
SUBTOTALS	56.8							
TOTALS IN PID								
	283.0							

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Exhibit H-2

**Hunters Crossing
Engineers Estimate of Probable Construction Cost
Prepared by KSA Engineers, Inc.
19-Nov-03**

Street and Drainage ² Street	Section	Length		
		(L.F.)	Cost/LF	Total Cost
ROW-1a (Hunters Crossing Blvd.) ¹	44' F-F	1,102	\$281.99	\$310,750
ROW-1b (Hunters Crossing Blvd.)	44' F-F	904	224.46	202,922
ROW-1b (Hunters Point)	44' F-F	1,879	224.46	378,854
ROW-2 (Hunters Point)	44' F-F	851	224.46	191,014
ROW-3 (Hunters Point)	44' F-F	1,346	224.46	302,121
ROW-4 (Hunters Point)	44' F-F	529	224.46	118,738
ROW-5a (Bear Hunter)	44' F-F	1,853	224.46	415,921
ROW-5b (Bear Hunter)	24' F-F	1,600	143.15	229,037
Total for Street and Drainage		9,864	\$ 217.70	\$2,147,368

Wastewater ² Line	Size	Length		
		(L.F.)	Cost/LF	Total Cost
WW-1	18"	354	\$65.59	\$23,218
WW-2	18"	820	76.07	62,381
WW-3	15"	1,120	45.06	50,468
WW-4	12"	1,471	47.17	69,384
WW-5	10"	1,189	39.39	46,833
WW-6	12"	3,354	44.77	150,156
WW-7	8"	970	34.82	33,776
WW-8	8"	970	37.66	36,526
WW-9 ¹	8"	1,618	32.21	52,110
WW-10	6"	1,227	34.06	41,793
FM-1	8"	2,974	42.38	126,036
FM-2 ¹	3"	1,657	15.50	25,684
LS-1				150,000
LS-2 ¹				105,000
Total Wastewater		17,724	\$ 54.92	\$973,363

Water ² Line	Size	Length		
		(L.F.)	Cost/LF	Total Cost
W-1	16"	1,848	\$77.10	\$142,481
W-2	16"	1,339	76.96	103,047
W-3	16"	2,572	76.34	196,341
W-4 ¹	16"	1,551	138.49	214,798
W-5	12"	2,140	57.17	122,342
W-6	12"	2,494	56.83	141,726
W-7	12"	956	58.35	55,779
W-8 ¹	12"	682	38.31	26,130
W-9	12"	1,727	56.47	97,527
W-10	12"	461	58.75	27,085
W-11 ¹	12"	1,777	40.72	72,365
Total Water		17,647	\$ 68.37	\$1,199,621

Major Drainage Infrastructure	Length		
	(L.F.)	Cost/LF	Total Cost
Pond Outlet Structure including Hunter's Crossing Box Culverts ²			\$277,847
Hunters Point (was Buffalo Hunter) (13 boxes @ 8'x4') ⁴	910	\$285.88	260,150
Total Outlet Structure and Box Culverts			\$537,997

Excavation, Irrigation, and Park Improvements		
Excavation & Embankment required to create Channels for site drainage system ³	\$2,126,517	
Excavation for Detention Pond ¹	152,775	
ROW Irrigation (8700 LF) ⁵	180,000	
Entry Signage ⁶	210,000	
Parkland and Public Space Improvements ⁷	750,338	
Total Excavation, Irrigation, and Park Improvements		\$3,419,830

Total Estimate of Probable Construction Cost	\$8,277,969
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Exhibit H - 3 - Hunters Crossing Parks				LARSON BURNS & SMITH INC.	
Design Phase				1108 WEBST AVE	
Opinion of Probable Construction Cost				AUSTIN, TEXAS 70701	
21-Apr-03				\$12,476,1559	
K FEATURES	Quantity	Unit Cost	Cost	Total	
A. Erosion Control					
1. Erosion Control Fencing	1,000	LF	\$1.35	\$1,350.00	
3. Construction Entrance	1	EA	\$750.00	\$750.00	
					\$2,100.00
B. Concrete Walks and Trails					
1. Concrete Walks around central detention (5' wide 4" thick)	3,312	LF	\$15.00	\$49,680.00	
2. Concrete Trail in power line estmt. (5' wide 4" thick)	2763	LF	\$15.00	\$41,445.00	
3. Concrete Trail through single family (4' wide 4" thick)	10,461	LF	\$12.00	\$125,532.00	
4. Playscape walks (5' wide 4" thick)	1,022	LF	\$15.00	\$15,330.00	
					\$231,987.00
C. Parking and Drives					
1. Asphalt for drives and parking	1,619	SY	\$10.00	\$16,188.89	
2. Standard Curb and gutter 24"	895	LF	\$3.25	\$2,908.75	
3. Accessibility Ramp	1	LS	\$800.00	\$800.00	
					\$21,897.64
D. Pavilion					
1. Structure By Classic Recreation Systems (60'x40' Cheyenne)	1	LS	\$20,000.00	\$20,000.00	
2. Installation	1	LS	\$12,000.00	\$12,000.00	
3. Concrete Pad & Footings	660	SF	\$10.00	\$6,600.00	
4. Water Fountain	1	LS	\$2,000.00	\$2,000.00	
5. 4 - 8' picnic tables 3 - benches 4 trash cans	1	LS	\$7,000.00	\$7,000.00	
6. Stone Columns wrapped around steel post & chimney	1	LS	\$15,000.00	\$15,000.00	
					\$62,600.00
E. Baseball Field					
1. Backstop	1	LS	\$5,000.00	\$5,000.00	
2. Grading	39,000	SF	\$0.20	\$7,800.00	
3. Hydromulch seeding	47,000	SF	\$0.10	\$4,700.00	
					\$17,500.00
F. Soccer Field					
1. Goals	2	EA	\$2,500.00	\$5,000.00	
2. Grading	40,000	SF	\$0.20	\$8,000.00	
3. Hydromulch seeding	49,000	SF	\$0.10	\$4,900.00	
					\$17,900.00
G. Restroom					
1. Minimum requirements	675	SF	\$75.00	\$50,625.00	
					\$50,625.00
H. Playscape					
1. Playscape & Springs Equipment (2-12 yr) + Installation	1	LS	\$60,000.00	\$60,000.00	
2. Concrete Curb	515	LF	\$20.00	\$10,300.00	
4. Fiber Fall Surfacing	12,000	SF	\$5.00	\$60,000.00	
6. Drainage gravel/filter fabric/drain lines	1	LS	\$10,000.00	\$10,000.00	
					\$160,300.00
I. ADA Ramp/Fishing Pier					
1. Fishing Pier	200	SF	\$50.00	\$10,000.00	
2. Concrete Ramp to wet pond	1	LS	\$7,500.00	\$7,500.00	
3. Retaining Walls along trail (average 3ft)	800	SF	\$8.00	\$6,400.00	
					\$23,900.00
J. Sand Volleyball Court					
1. Sand/Sitework	3,750	SF	\$2.00	\$7,500.00	
2. Equipment Post & Net	1	LS	\$2,500.00	\$2,500.00	
3. Landscape Berms	1	LS	\$2,500.00	\$2,500.00	
4. Drainage System/Headwall	1	LS	\$2,500.00	\$2,500.00	
					\$15,000.00
K. Picnic Tables & Grills					
1. Concrete Pads	575	SF	\$1.75	\$1,006.25	
	16082.8308	1	LS	\$2,750.00	\$2,750.00
3. Shade structure over ADA table	1	LS	\$3,800.00	\$3,800.00	
					\$7,256.25
L. Signage					
1. Entry Signage	1	LS	\$5,000.00	\$5,000.00	
					\$5,000.00
M. Utilities					
1. Water/Wastewater	1	LS	\$5,000.00	\$5,000.00	
2. Electric/Lighting	1	LS	\$7,500.00	\$7,500.00	
					\$12,500.00
N. Landscaping					
1. Shade Trees	40	EA	\$200.00	\$8,000.00	
1. Shade trees	50	EA	\$200.00	\$10,000.00	
2. Hydromulch (Common Bermuda Grass) Disturbed areas only	436680	SF	\$0.10	\$43,668.00	
					\$61,668.00
Total					\$882,126.89
Contingency 10%					\$88,212.69
Grand Total					\$760,338.48

EXHIBIT E: SERVICE PLAN – FIVE YEAR BUDGET FORECAST

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

	1/31/2020	1/31/2021	1/31/2022	1/31/2023	1/31/2024
Capital Assessment Installments Due ¹	\$463,659.56	\$463,659.56	\$463,659.56	\$463,659.56	\$463,659.56
Operational and Maintenance Installments Due ²	\$155,318.57	\$155,318.57	\$155,318.57	\$155,318.57	\$155,318.57
TOTAL	\$618,978.13	\$618,978.13	\$618,978.13	\$618,978.13	\$618,978.13

¹ All capital improvements have been constructed with the exception of a portion of Bear Hunter Drive, which is to be paid by the Developer. The annual indebtedness will be paid to the Developer for reimbursement of such costs unless PID bonds are issued, then the annual indebtedness will pay debt service on the PID bonds.

² Operational and Maintenance Supplemental Services costs are levied annually at the City's discretion and subject to change.

EXHIBIT F: ASSESSMENT ROLL

COMMERCIAL, MULTI-FAMILY AND UNDEVELOPED LOTS

Property ID	Capital Assessment Unpaid ¹	O&M Assessment Levied ²
COMMERCIAL LOTS		
90301 ³	\$0.00	\$27,505.53
90754	\$53,164.50	\$56,159.75
90302	\$46,901.70	\$49,544.00
97463	\$27,417.30	\$28,962.00
97464	\$44,628.60	\$47,142.75
90303	\$71,860.35	\$75,908.75
92325	\$58,870.65	\$62,187.25
95378	\$45,417.15	\$47,976.00
95379	\$72,370.65	\$76,447.75
115192	\$69,633.45	\$73,556.50
30102	\$297,944.40	\$314,730.00
114958	\$339,399.45	\$358,520.50
127995	\$143,906.10	\$152,013.50
114957	\$1,206.15	\$1,274.25
MULTI-FAMILY LOTS		
104899	\$817,113.66	\$764,678.50
113268	\$780,946.47	\$730,832.25
UNDEVELOPED LOT⁴		
47760	\$2,472,193.44	\$2,201,060.72
TOTAL	\$5,342,974.02	\$5,068,500.00

¹ Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The original assessment levied against Commercial Lots, Multi-Family Lots and the Undeveloped Lot totaled \$7,364,542; the \$5,342,974.02 shown in this Assessment Roll is the unpaid balance of the Capital Assessments on such lots after taking into consideration City reallocations of such amounts.

² Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as .045/property square foot annually for Commercial Lots and .056/property square foot annually for Multi-Family Lots. The City has the discretion to adjust the amount collected annually as part of the Annual Service Plan Update. To date, the District has collected \$1,258,900 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 76.69% of remains to be levied on an annual basis for the operation and maintenance of the District.

³ *Parcel 90301 assessment was reduced to zero by a developer contribution payment.

⁴ Currently, the intended use of the Undeveloped Lot is for multi-family use.

SINGLE-FAMILY RESIDENTIAL LOTS

Property ID	Capital Assessment Unpaid ⁵	O&M Assessment Levied ⁶
98372	\$ 4,180.00	\$650.00
98370	\$ 4,180.00	\$650.00
95416	\$ 4,180.00	\$650.00
98355	\$ 4,180.00	\$650.00
98380	\$ 4,180.00	\$650.00
98354	\$ 4,180.00	\$650.00
95395	\$ 4,180.00	\$650.00
95386	\$ 4,180.00	\$650.00
98373	\$ 4,180.00	\$650.00
95415	\$ 4,180.00	\$650.00
95390	\$ 4,180.00	\$650.00
98356	\$ 4,180.00	\$650.00
95396	\$ 4,180.00	\$650.00
98374	\$ 4,180.00	\$650.00
95414	\$ 4,180.00	\$650.00
95389	\$ 4,180.00	\$650.00
98359	\$ 4,180.00	\$650.00
98352	\$ 4,180.00	\$650.00
95397	\$ 4,180.00	\$650.00
95384	\$ 4,180.00	\$650.00
98351	\$ 4,180.00	\$650.00
95398	\$ 4,180.00	\$650.00
95412	\$ 4,180.00	\$650.00
95387	\$ 4,180.00	\$650.00
98350	\$ 4,180.00	\$650.00
95399	\$ 4,180.00	\$650.00
95411	\$ 4,180.00	\$650.00
98627	\$ 4,180.00	\$650.00

⁵ Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The original assessment levied against Single Family Residential Lots totaled \$8,799 per Lot and \$4,596,717 for all; the \$2,131,800 shown in this Assessment Roll is the unpaid balance of the Capital Assessments on such lots after taking into consideration City reallocations of such amounts. Ordinance No. 2003-35 was based on 464 single-family homes. There are 510 single-family homes.

⁶ Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is a total of \$650.00 per Single Family Residential Lot. To date, the District has collected \$1,258,900 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 76.69% of remains to be levied on an annual basis for the maintenance and operation of the District.

Property ID	Capital Assessment Unpaid⁵	O&M Assessment Levied⁶
95400	\$ 4,180.00	\$650.00
95410	\$ 4,180.00	\$650.00
98626	\$ 4,180.00	\$650.00
95401	\$ 4,180.00	\$650.00
95409	\$ 4,180.00	\$650.00
98625	\$ 4,180.00	\$650.00
95402	\$ 4,180.00	\$650.00
98601	\$ 4,180.00	\$650.00
95408	\$ 4,180.00	\$650.00
95407	\$ 4,180.00	\$650.00
95404	\$ 4,180.00	\$650.00
98622	\$ 4,180.00	\$650.00
98621	\$ 4,180.00	\$650.00
98619	\$ 4,180.00	\$650.00
98617	\$ 4,180.00	\$650.00
104777	\$ 4,180.00	\$650.00
98338	\$ 4,180.00	\$650.00
98346	\$ 4,180.00	\$650.00
104871	\$ 4,180.00	\$650.00
95391	\$ 4,180.00	\$650.00
98361	\$ 4,180.00	\$650.00
98369	\$ 4,180.00	\$650.00
95392	\$ 4,180.00	\$650.00
98347	\$ 4,180.00	\$650.00
98337	\$ 4,180.00	\$650.00
98345	\$ 4,180.00	\$650.00
104870	\$ 4,180.00	\$650.00
98371	\$ 4,180.00	\$650.00
98360	\$ 4,180.00	\$650.00
98379	\$ 4,180.00	\$650.00
104854	\$ 4,180.00	\$650.00
98353	\$ 4,180.00	\$650.00
95381	\$ 4,180.00	\$650.00
95385	\$ 4,180.00	\$650.00
95393	\$ 4,180.00	\$650.00
98336	\$ 4,180.00	\$650.00
98344	\$ 4,180.00	\$650.00
98357	\$ 4,180.00	\$650.00
98378	\$ 4,180.00	\$650.00
95394	\$ 4,180.00	\$650.00

Property ID	Capital Assessment Unpaid⁵	O&M Assessment Levied⁶
98335	\$ 4,180.00	\$650.00
98343	\$ 4,180.00	\$650.00
98375	\$ 4,180.00	\$650.00
95413	\$ 4,180.00	\$650.00
95388	\$ 4,180.00	\$650.00
98358	\$ 4,180.00	\$650.00
98377	\$ 4,180.00	\$650.00
98366	\$ 4,180.00	\$650.00
98342	\$ 4,180.00	\$650.00
98376	\$ 4,180.00	\$650.00
98365	\$ 4,180.00	\$650.00
98333	\$ 4,180.00	\$650.00
98341	\$ 4,180.00	\$650.00
98364	\$ 4,180.00	\$650.00
98340	\$ 4,180.00	\$650.00
98602	\$ 4,180.00	\$650.00
98339	\$ 4,180.00	\$650.00
104857	\$ 4,180.00	\$650.00
104856	\$ 4,180.00	\$650.00
98624	\$ 4,180.00	\$650.00
95403	\$ 4,180.00	\$650.00
98600	\$ 4,180.00	\$650.00
98623	\$ 4,180.00	\$650.00
98599	\$ 4,180.00	\$650.00
95405	\$ 4,180.00	\$650.00
98598	\$ 4,180.00	\$650.00
98638	\$ 4,180.00	\$650.00
98620	\$ 4,180.00	\$650.00
98628	\$ 4,180.00	\$650.00
98597	\$ 4,180.00	\$650.00
98604	\$ 4,180.00	\$650.00
98639	\$ 4,180.00	\$650.00
98596	\$ 4,180.00	\$650.00
98640	\$ 4,180.00	\$650.00
98618	\$ 4,180.00	\$650.00
98630	\$ 4,180.00	\$650.00
98595	\$ 4,180.00	\$650.00
98641	\$ 4,180.00	\$650.00
98631	\$ 4,180.00	\$650.00
98594	\$ 4,180.00	\$650.00

Property ID	Capital Assessment Unpaid⁵	O&M Assessment Levied⁶
98616	\$ 4,180.00	\$650.00
98632	\$ 4,180.00	\$650.00
98593	\$ 4,180.00	\$650.00
98643	\$ 4,180.00	\$650.00
98615	\$ 4,180.00	\$650.00
98592	\$ 4,180.00	\$650.00
98644	\$ 4,180.00	\$650.00
98614	\$ 4,180.00	\$650.00
98634	\$ 4,180.00	\$650.00
98591	\$ 4,180.00	\$650.00
98645	\$ 4,180.00	\$650.00
98613	\$ 4,180.00	\$650.00
98635	\$ 4,180.00	\$650.00
98590	\$ 4,180.00	\$650.00
98646	\$ 4,180.00	\$650.00
98612	\$ 4,180.00	\$650.00
98647	\$ 4,180.00	\$650.00
98611	\$ 4,180.00	\$650.00
98637	\$ 4,180.00	\$650.00
98648	\$ 4,180.00	\$650.00
95202	\$ 4,180.00	\$650.00
104881	\$ 4,180.00	\$650.00
99616	\$ 4,180.00	\$650.00
98362	\$ 4,180.00	\$650.00
104855	\$ 4,180.00	\$650.00
104889	\$ 4,180.00	\$650.00
104872	\$ 4,180.00	\$650.00
104863	\$ 4,180.00	\$650.00
104882	\$ 4,180.00	\$650.00
99617	\$ 4,180.00	\$650.00
104890	\$ 4,180.00	\$650.00
98368	\$ 4,180.00	\$650.00
104873	\$ 4,180.00	\$650.00
104869	\$ 4,180.00	\$650.00
104862	\$ 4,180.00	\$650.00
104883	\$ 4,180.00	\$650.00
99618	\$ 4,180.00	\$650.00
104853	\$ 4,180.00	\$650.00
104891	\$ 4,180.00	\$650.00
98367	\$ 4,180.00	\$650.00

Property ID	Capital Assessment Unpaid⁵	O&M Assessment Levied⁶
104874	\$ 4,180.00	\$650.00
104868	\$ 4,180.00	\$650.00
104861	\$ 4,180.00	\$650.00
104884	\$ 4,180.00	\$650.00
99619	\$ 4,180.00	\$650.00
104852	\$ 4,180.00	\$650.00
104892	\$ 4,180.00	\$650.00
104875	\$ 4,180.00	\$650.00
98334	\$ 4,180.00	\$650.00
104867	\$ 4,180.00	\$650.00
104860	\$ 4,180.00	\$650.00
104885	\$ 4,180.00	\$650.00
99620	\$ 4,180.00	\$650.00
104851	\$ 4,180.00	\$650.00
104893	\$ 4,180.00	\$650.00
104876	\$ 4,180.00	\$650.00
104859	\$ 4,180.00	\$650.00
104886	\$ 4,180.00	\$650.00
99621	\$ 4,180.00	\$650.00
104850	\$ 4,180.00	\$650.00
109244	\$ 4,180.00	\$650.00
104877	\$ 4,180.00	\$650.00
104865	\$ 4,180.00	\$650.00
104858	\$ 4,180.00	\$650.00
104887	\$ 4,180.00	\$650.00
99622	\$ 4,180.00	\$650.00
104849	\$ 4,180.00	\$650.00
109243	\$ 4,180.00	\$650.00
104846	\$ 4,180.00	\$650.00
104878	\$ 4,180.00	\$650.00
104888	\$ 4,180.00	\$650.00
99623	\$ 4,180.00	\$650.00
104847	\$ 4,180.00	\$650.00
104879	\$ 4,180.00	\$650.00
109241	\$ 4,180.00	\$650.00
104848	\$ 4,180.00	\$650.00
109240	\$ 4,180.00	\$650.00
95406	\$ 4,180.00	\$650.00
98629	\$ 4,180.00	\$650.00
98605	\$ 4,180.00	\$650.00

Property ID	Capital Assessment Unpaid⁵	O&M Assessment Levied⁶
98606	\$ 4,180.00	\$650.00
98607	\$ 4,180.00	\$650.00
98642	\$ 4,180.00	\$650.00
98608	\$ 4,180.00	\$650.00
109258	\$ 4,180.00	\$650.00
98633	\$ 4,180.00	\$650.00
98609	\$ 4,180.00	\$650.00
98610	\$ 4,180.00	\$650.00
98636	\$ 4,180.00	\$650.00
98589	\$ 4,180.00	\$650.00
104809	\$ 4,180.00	\$650.00
104766	\$ 4,180.00	\$650.00
104773	\$ 4,180.00	\$650.00
104767	\$ 4,180.00	\$650.00
104774	\$ 4,180.00	\$650.00
104768	\$ 4,180.00	\$650.00
104791	\$ 4,180.00	\$650.00
104812	\$ 4,180.00	\$650.00
104769	\$ 4,180.00	\$650.00
104792	\$ 4,180.00	\$650.00
104813	\$ 4,180.00	\$650.00
104793	\$ 4,180.00	\$650.00
104814	\$ 4,180.00	\$650.00
104771	\$ 4,180.00	\$650.00
104794	\$ 4,180.00	\$650.00
104815	\$ 4,180.00	\$650.00
104772	\$ 4,180.00	\$650.00
104795	\$ 4,180.00	\$650.00
104796	\$ 4,180.00	\$650.00
104834	\$ 4,180.00	\$650.00
104797	\$ 4,180.00	\$650.00
104833	\$ 4,180.00	\$650.00
104798	\$ 4,180.00	\$650.00
104832	\$ 4,180.00	\$650.00
104799	\$ 4,180.00	\$650.00
104831	\$ 4,180.00	\$650.00
104800	\$ 4,180.00	\$650.00
104830	\$ 4,180.00	\$650.00
104801	\$ 4,180.00	\$650.00
104829	\$ 4,180.00	\$650.00

Property ID	Capital Assessment Unpaid⁵	O&M Assessment Levied⁶
104828	\$ 4,180.00	\$650.00
104802	\$ 4,180.00	\$650.00
104827	\$ 4,180.00	\$650.00
104803	\$ 4,180.00	\$650.00
104826	\$ 4,180.00	\$650.00
104804	\$ 4,180.00	\$650.00
104825	\$ 4,180.00	\$650.00
104806	\$ 4,180.00	\$650.00
104866	\$ 4,180.00	\$650.00
104864	\$ 4,180.00	\$650.00
95380	\$ 4,180.00	\$650.00
95383	\$ 4,180.00	\$650.00
95382	\$ 4,180.00	\$650.00
104845	\$ 4,180.00	\$650.00
109242	\$ 4,180.00	\$650.00
109263	\$ 4,180.00	\$650.00
109251	\$ 4,180.00	\$650.00
109239	\$ 4,180.00	\$650.00
109262	\$ 4,180.00	\$650.00
109252	\$ 4,180.00	\$650.00
109238	\$ 4,180.00	\$650.00
109261	\$ 4,180.00	\$650.00
109253	\$ 4,180.00	\$650.00
109237	\$ 4,180.00	\$650.00
109260	\$ 4,180.00	\$650.00
109254	\$ 4,180.00	\$650.00
109236	\$ 4,180.00	\$650.00
109259	\$ 4,180.00	\$650.00
109250	\$ 4,180.00	\$650.00
109255	\$ 4,180.00	\$650.00
109235	\$ 4,180.00	\$650.00
109249	\$ 4,180.00	\$650.00
109256	\$ 4,180.00	\$650.00
109234	\$ 4,180.00	\$650.00
109248	\$ 4,180.00	\$650.00
109221	\$ 4,180.00	\$650.00
109233	\$ 4,180.00	\$650.00
104819	\$ 4,180.00	\$650.00
104810	\$ 4,180.00	\$650.00
109222	\$ 4,180.00	\$650.00

Property ID	Capital Assessment Unpaid⁵	O&M Assessment Levied⁶
109228	\$ 4,180.00	\$650.00
109232	\$ 4,180.00	\$650.00
104820	\$ 4,180.00	\$650.00
104811	\$ 4,180.00	\$650.00
109223	\$ 4,180.00	\$650.00
103255	\$ 4,180.00	\$650.00
104786	\$ 4,180.00	\$650.00
104775	\$ 4,180.00	\$650.00
109227	\$ 4,180.00	\$650.00
109231	\$ 4,180.00	\$650.00
104821	\$ 4,180.00	\$650.00
109224	\$ 4,180.00	\$650.00
109246	\$ 4,180.00	\$650.00
104787	\$ 4,180.00	\$650.00
104776	\$ 4,180.00	\$650.00
109226	\$ 4,180.00	\$650.00
109230	\$ 4,180.00	\$650.00
104822	\$ 4,180.00	\$650.00
104770	\$ 4,180.00	\$650.00
109225	\$ 4,180.00	\$650.00
109247	\$ 4,180.00	\$650.00
109229	\$ 4,180.00	\$650.00
104823	\$ 4,180.00	\$650.00
104778	\$ 4,180.00	\$650.00
104824	\$ 4,180.00	\$650.00
104779	\$ 4,180.00	\$650.00
104816	\$ 4,180.00	\$650.00
104780	\$ 4,180.00	\$650.00
104817	\$ 4,180.00	\$650.00
104781	\$ 4,180.00	\$650.00
104818	\$ 4,180.00	\$650.00
104782	\$ 4,180.00	\$650.00
104783	\$ 4,180.00	\$650.00
104785	\$ 4,180.00	\$650.00
104805	\$ 4,180.00	\$650.00
98603	\$ 4,180.00	\$650.00
104788	\$ 4,180.00	\$650.00
104789	\$ 4,180.00	\$650.00
104790	\$ 4,180.00	\$650.00
104784	\$ 4,180.00	\$650.00

Property ID	Capital Assessment Unpaid⁵	O&M Assessment Levied⁶
111961	\$ 4,180.00	\$650.00
111986	\$ 4,180.00	\$650.00
111987	\$ 4,180.00	\$650.00
111974	\$ 4,180.00	\$650.00
111988	\$ 4,180.00	\$650.00
111973	\$ 4,180.00	\$650.00
111989	\$ 4,180.00	\$650.00
111971	\$ 4,180.00	\$650.00
111970	\$ 4,180.00	\$650.00
111991	\$ 4,180.00	\$650.00
111964	\$ 4,180.00	\$650.00
111966	\$ 4,180.00	\$650.00
111968	\$ 4,180.00	\$650.00
111983	\$ 4,180.00	\$650.00
111969	\$ 4,180.00	\$650.00
111982	\$ 4,180.00	\$650.00
111980	\$ 4,180.00	\$650.00
111979	\$ 4,180.00	\$650.00
111978	\$ 4,180.00	\$650.00
115217	\$ 4,180.00	\$650.00
115218	\$ 4,180.00	\$650.00
115219	\$ 4,180.00	\$650.00
115220	\$ 4,180.00	\$650.00
115221	\$ 4,180.00	\$650.00
115222	\$ 4,180.00	\$650.00
115240	\$ 4,180.00	\$650.00
115223	\$ 4,180.00	\$650.00
115224	\$ 4,180.00	\$650.00
115242	\$ 4,180.00	\$650.00
115243	\$ 4,180.00	\$650.00
115226	\$ 4,180.00	\$650.00
111976	\$ 4,180.00	\$650.00
115227	\$ 4,180.00	\$650.00
111975	\$ 4,180.00	\$650.00
111972	\$ 4,180.00	\$650.00
111990	\$ 4,180.00	\$650.00
109644	\$ 4,180.00	\$650.00
111962	\$ 4,180.00	\$650.00
111992	\$ 4,180.00	\$650.00
111963	\$ 4,180.00	\$650.00

Property ID	Capital Assessment Unpaid⁵	O&M Assessment Levied⁶
111965	\$ 4,180.00	\$650.00
111967	\$ 4,180.00	\$650.00
111984	\$ 4,180.00	\$650.00
111981	\$ 4,180.00	\$650.00
111977	\$ 4,180.00	\$650.00
115215	\$ 4,180.00	\$650.00
115230	\$ 4,180.00	\$650.00
115213	\$ 4,180.00	\$650.00
115231	\$ 4,180.00	\$650.00
115214	\$ 4,180.00	\$650.00
115254	\$ 4,180.00	\$650.00
115253	\$ 4,180.00	\$650.00
115256	\$ 4,180.00	\$650.00
115252	\$ 4,180.00	\$650.00
115216	\$ 4,180.00	\$650.00
115257	\$ 4,180.00	\$650.00
115234	\$ 4,180.00	\$650.00
115251	\$ 4,180.00	\$650.00
115258	\$ 4,180.00	\$650.00
115235	\$ 4,180.00	\$650.00
115250	\$ 4,180.00	\$650.00
115259	\$ 4,180.00	\$650.00
115236	\$ 4,180.00	\$650.00
115249	\$ 4,180.00	\$650.00
115260	\$ 4,180.00	\$650.00
115237	\$ 4,180.00	\$650.00
115261	\$ 4,180.00	\$650.00
115238	\$ 4,180.00	\$650.00
115247	\$ 4,180.00	\$650.00
115262	\$ 4,180.00	\$650.00
115239	\$ 4,180.00	\$650.00
115246	\$ 4,180.00	\$650.00
115263	\$ 4,180.00	\$650.00
115245	\$ 4,180.00	\$650.00
115241	\$ 4,180.00	\$650.00
115244	\$ 4,180.00	\$650.00
115229	\$ 4,180.00	\$650.00
115228	\$ 4,180.00	\$650.00
124637	\$ 4,180.00	\$650.00
124639	\$ 4,180.00	\$650.00

Property ID	Capital Assessment Unpaid⁵	O&M Assessment Levied⁶
124640	\$ 4,180.00	\$650.00
124642	\$ 4,180.00	\$650.00
124643	\$ 4,180.00	\$650.00
124644	\$ 4,180.00	\$650.00
124645	\$ 4,180.00	\$650.00
124648	\$ 4,180.00	\$650.00
115233	\$ 4,180.00	\$650.00
115248	\$ 4,180.00	\$650.00
115265	\$ 4,180.00	\$650.00
124660	\$ 4,180.00	\$650.00
124673	\$ 4,180.00	\$650.00
124661	\$ 4,180.00	\$650.00
124674	\$ 4,180.00	\$650.00
124659	\$ 4,180.00	\$650.00
124662	\$ 4,180.00	\$650.00
124638	\$ 4,180.00	\$650.00
124675	\$ 4,180.00	\$650.00
124663	\$ 4,180.00	\$650.00
124676	\$ 4,180.00	\$650.00
124657	\$ 4,180.00	\$650.00
124664	\$ 4,180.00	\$650.00
124677	\$ 4,180.00	\$650.00
124656	\$ 4,180.00	\$650.00
124665	\$ 4,180.00	\$650.00
124641	\$ 4,180.00	\$650.00
124678	\$ 4,180.00	\$650.00
124655	\$ 4,180.00	\$650.00
124666	\$ 4,180.00	\$650.00
124679	\$ 4,180.00	\$650.00
124654	\$ 4,180.00	\$650.00
124667	\$ 4,180.00	\$650.00
124680	\$ 4,180.00	\$650.00
124653	\$ 4,180.00	\$650.00
124668	\$ 4,180.00	\$650.00
124681	\$ 4,180.00	\$650.00
124652	\$ 4,180.00	\$650.00
124669	\$ 4,180.00	\$650.00
124682	\$ 4,180.00	\$650.00
124651	\$ 4,180.00	\$650.00
124670	\$ 4,180.00	\$650.00

Property ID	Capital Assessment Unpaid⁵	O&M Assessment Levied⁶
124646	\$ 4,180.00	\$650.00
124650	\$ 4,180.00	\$650.00
124671	\$ 4,180.00	\$650.00
124647	\$ 4,180.00	\$650.00
124684	\$ 4,180.00	\$650.00
124649	\$ 4,180.00	\$650.00
124685	\$ 4,180.00	\$650.00
127971	\$ 4,180.00	\$650.00
127978	\$ 4,180.00	\$650.00
127946	\$ 4,180.00	\$650.00
127917	\$ 4,180.00	\$650.00
127990	\$ 4,180.00	\$650.00
127979	\$ 4,180.00	\$650.00
127922	\$ 4,180.00	\$650.00
127947	\$ 4,180.00	\$650.00
127969	\$ 4,180.00	\$650.00
127918	\$ 4,180.00	\$650.00
127989	\$ 4,180.00	\$650.00
127980	\$ 4,180.00	\$650.00
127921	\$ 4,180.00	\$650.00
127948	\$ 4,180.00	\$650.00
127968	\$ 4,180.00	\$650.00
127919	\$ 4,180.00	\$650.00
127988	\$ 4,180.00	\$650.00
127949	\$ 4,180.00	\$650.00
127967	\$ 4,180.00	\$650.00
127966	\$ 4,180.00	\$650.00
127951	\$ 4,180.00	\$650.00
127965	\$ 4,180.00	\$650.00
127952	\$ 4,180.00	\$650.00
127964	\$ 4,180.00	\$650.00
127953	\$ 4,180.00	\$650.00
127955	\$ 4,180.00	\$650.00
127987	\$ 4,180.00	\$650.00
127945	\$ 4,180.00	\$650.00
115232	\$ 4,180.00	\$650.00
127986	\$ 4,180.00	\$650.00
127944	\$ 4,180.00	\$650.00
127957	\$ 4,180.00	\$650.00
127985	\$ 4,180.00	\$650.00

Property ID	Capital Assessment Unpaid⁵	O&M Assessment Levied⁶
127943	\$ 4,180.00	\$650.00
127984	\$ 4,180.00	\$650.00
127942	\$ 4,180.00	\$650.00
127959	\$ 4,180.00	\$650.00
127983	\$ 4,180.00	\$650.00
127941	\$ 4,180.00	\$650.00
127960	\$ 4,180.00	\$650.00
127991	\$ 4,180.00	\$650.00
127982	\$ 4,180.00	\$650.00
127940	\$ 4,180.00	\$650.00
127961	\$ 4,180.00	\$650.00
127981	\$ 4,180.00	\$650.00
127939	\$ 4,180.00	\$650.00
127962	\$ 4,180.00	\$650.00
113267	\$ 4,180.00	\$650.00
127938	\$ 4,180.00	\$650.00
127963	\$ 4,180.00	\$650.00
127937	\$ 4,180.00	\$650.00
127935	\$ 4,180.00	\$650.00
127934	\$ 4,180.00	\$650.00
127933	\$ 4,180.00	\$650.00
124658	\$ 4,180.00	\$650.00
124683	\$ 4,180.00	\$650.00
127924	\$ 4,180.00	\$650.00
127923	\$ 4,180.00	\$650.00
127910	\$ 4,180.00	\$650.00
127911	\$ 4,180.00	\$650.00
127915	\$ 4,180.00	\$650.00
127914	\$ 4,180.00	\$650.00
127913	\$ 4,180.00	\$650.00
127936	\$ 4,180.00	\$650.00
127970	\$ 4,180.00	\$650.00
127920	\$ 4,180.00	\$650.00
127950	\$ 4,180.00	\$650.00
127954	\$ 4,180.00	\$650.00
127956	\$ 4,180.00	\$650.00
127958	\$ 4,180.00	\$650.00
127992	\$ 4,180.00	\$650.00
127908	\$ 4,180.00	\$650.00
127909	\$ 4,180.00	\$650.00

Property ID	Capital Assessment Unpaid ⁵	O&M Assessment Levied ⁶
127916	\$ 4,180.00	\$650.00
127912	\$ 4,180.00	\$650.00
140692 ⁷	NA	N/A
140693 ⁸	NA	N/A
141513 ⁹	NA	N/A
129137 ¹⁰	NA	N/A
141491 ¹¹	NA	N/A
TOTAL	\$2,131,800.00	\$331,500.00¹²

SUMMARY OF ASSESSMENTS BY LAND USE CATEGORY

Property Type	Unpaid Capital Assessment	O&M Assessment ¹³
Commercial	\$1,272,720.45	Updated Annually with Service and Assessment Plan
Multi-Family	\$1,598,060.13	Updated Annually with Service and Assessment Plan
Undeveloped	\$2,472,193.44	Updated Annually with Service and Assessment Plan
Single Family	\$2,131,800.00	Updated Annually with Service and Assessment Plan
TOTAL	\$7,474,774.02	

⁷ Divided real estate interest. See ID 127967 for assessment.

⁸ Divided real estate interest. See ID 127967 for assessment.

⁹ Divided real estate interest. See ID 127967 for assessment. Overall property ID.

¹⁰ Divided real estate interest. See ID 104830 for assessment.

¹¹ Divided real estate interest. See ID 104830 for assessment. Overall property ID.

¹² The O&M assessments levied may be adjusted annually by City Council.

¹³ The City Council has allocated the Costs of the Supplemental Services originally estimated to be approximately \$5,400,000 over 25 years and levied the portion of the Assessments related to the Supplemental Services against the Commercial Lots based on \$.045 per square foot, the Multi-Family Lots based on \$.056 per square foot and against the Single-Family Residential Lots at \$26.00 per Lot per year. Each year, the Costs of the Supplemental Services may increase or decrease each year based on the actual maintenance costs of the Capital Improvements and costs of administering and operating the District, including the costs of collecting the Assessments.

EXHIBIT F-1: FISCAL YEAR 2020 ANNUAL INSTALLMENTS²⁶

Property ID	Capital Assessment FY 2020 Installment	O&M Assessment FY 2020 Installment	Total FY 2020 Installment
COMMERCIAL LOTS			
RATE	.071/square foot	.0317/square foot	
90301	\$0.00	\$19,376.12	\$19,376.12
90754	\$3,544.30	\$1,582.46	\$5,126.76
90302	\$3,126.78	\$1,396.04	\$4,522.82
97463	\$1,827.82	\$816.08	\$2,643.90
97464	\$2,975.24	\$1,328.38	\$4,303.62
90303	\$4,790.69	\$2,138.94	\$6,929.63
92325	\$3,924.71	\$1,752.30	\$5,677.01
95378	\$3,027.81	\$1,351.85	\$4,379.66
95379	\$4,824.71	\$2,154.13	\$6,978.84
115192	\$4,642.23	\$2,072.66	\$6,714.89
30102	\$19,862.96	\$8,868.39	\$28,731.35
114958	\$22,626.63	\$10,102.31	\$32,728.94
127995	\$9,593.74	\$4,283.40	\$13,877.14
114957	\$80.41	\$35.90	\$116.31
MULTI-FAMILY LOTS			
RATE	.068/square foot	.0317/square foot	
104899	\$37,141.53	\$17,314.50	\$54,456.03
113268	\$35,497.57	\$16,548.13	\$52,045.70
UNDEVELOPED LOT			
RATE	.068/square foot	.0317/square foot	
47760	\$112,372.43	\$52,385.38	\$164,757.81
SINGLE FAMILY LOTS			
Per Lot	\$380	\$23.16	\$403.16

²⁶ Due on or before January 31st, 2020.

EXHIBIT G: TIMELINE OF PROCEEDINGS

Below is a summary of prior legislative actions and proceedings of the City Council related to the District, including the levy of Assessments. This Exhibit G shall be updated with each Annual Service Plan Update.

July 18, 2001	<ul style="list-style-type: none"> • Owners submit petition requesting establishment of the District.
September 11, 2001	<ul style="list-style-type: none"> • City Council approved Resolution No. R-2001-19 authorizing the creation of the District.
September 22, 2001	<ul style="list-style-type: none"> • Publication of Resolution No. R-2001-19 authorizing the creation of the District in the <i>Bastrop Advertiser</i>, a newspaper of general circulation in the City.
October 25, 2003	<ul style="list-style-type: none"> • Publication of notice in the <i>Bastrop Advertiser</i> of a Public Hearing to be held on November 11, 2003, to consider an amendment to Resolution No. R-2001-19 revising the estimated costs of the public improvements and the method of assessment for the District.
November 11, 2003	<ul style="list-style-type: none"> • City Council approved Resolution No. R-2003-34 amending Resolution No. R-2001-19 revising the estimated costs of the public improvements and the method of assessment for the District and directing preparation of a service and assessment plan for the District. • City Council approved Resolution No. R-2003-36 directing the filing of the proposed assessment roll for the District with the City Secretary of the City and directing publication of a public hearing to consider the proposed assessments (the "Assessment Hearing").
November 13, 2003	<ul style="list-style-type: none"> • Publication of notice in the <i>Bastrop Advertiser</i> of a Public Hearing to be held on November 25, 2003, to hold an Assessment Hearing to consider an ordinance levying assessments in the District.
November 25, 2003	<ul style="list-style-type: none"> • After considering all written and documentary evidence presented at the Assessment Hearing, the City Council approved the first reading of Ordinance No. 2003-35 (the "Assessment Ordinance"), that approved the "Hunters Crossing Public Improvement District Service and Assessment Plan, City of Bastrop, Texas" dated November 19, 2003 (the "Original Service and Assessment Plan"), and levied the Assessments as shown on the Assessment Roll attached as Exhibit C to the Assessment Ordinance.
December 9, 2003	<ul style="list-style-type: none"> • After the second reading of the Assessment Ordinance, the City Council approved and adopted the Assessment Ordinance.
February 2, 2004	<ul style="list-style-type: none"> • The Assessment Ordinance is recorded as Document No. 200401641 in the real property records of the County.
November 11, 2004	<ul style="list-style-type: none"> • Publication of notice in the <i>Bastrop Advertiser</i> of a Public Hearing to be held on November 23, 2004, to consider an amendment to Ordinance No. 2003-35 to

	correct certain scrivener's and mathematical errors, as well as a failure to denote the effects of rounding in the conversion from acres to square feet in the Assessment Roll that was attached to the Assessment Ordinance as Exhibit C.
November 23, 2004	<ul style="list-style-type: none"> City Council, after considering all written and documentary evidence presented at the public hearing described above, approved the first reading of Ordinance No. 2004-42 (the "Assessment Roll Amendment Ordinance") that revised the Assessment Roll attached as Exhibit C to the Assessment Ordinance.
December 14, 2004	<ul style="list-style-type: none"> City Council, after the second reading of the Assessment Roll Amendment Ordinance, approved and adopted the Assessment Roll Amendment Ordinance revising the Assessment Roll attached as Exhibit C to the Assessment Ordinance.
December 27, 2004	<ul style="list-style-type: none"> The Assessment Roll Amendment Ordinance is recorded as Document No. 200420005 in the real property records of County.
September 15, 2012	<ul style="list-style-type: none"> Publication of notice in the <i>Bastrop Advertiser</i> of a Public Hearing to be held on September 20, 2012, to consider the annual SAP Update for Fiscal Year 2013.
September 20, 2012	<ul style="list-style-type: none"> Hunters Crossing Local Government Corporation (the "Corporation") public hearing considered annual SAP Update for Fiscal Year 2013 and approved Resolution approving and adopting SAP Update for Fiscal Year 2013.
September 6, 2014	<ul style="list-style-type: none"> Publication of notice in the <i>Bastrop Advertiser</i> of a Public Hearing to be held on September 24, 2014, to consider the annual SAP Update for Fiscal Year 2015.
September 24, 2014	<ul style="list-style-type: none"> Corporation public hearing considered the annual SAP Update for Fiscal Year 2015 and approved Resolution approving and adopting SAP Update for Fiscal Year 2015.
September 5, 2015	<ul style="list-style-type: none"> Publication of notice in the <i>Bastrop Advertiser</i> of a Public Hearing to be held on September 23, 2015, to consider the annual SAP Update for Fiscal Year 2016.
September 23, 2015	<ul style="list-style-type: none"> Corporation public hearing considered the annual SAP Update for Fiscal Year 2016 and approved Resolution approving and adopting SAP Update for Fiscal Year 2016.
September 17, 2016	<ul style="list-style-type: none"> Publication of notice in the <i>Bastrop Advertiser</i> of a Public Hearing to be held on September 28, 2016, to consider the annual SAP Update for Fiscal Year 2017.
September 28, 2016	<ul style="list-style-type: none"> Corporation public hearing considered the annual SAP Update for Fiscal Year 2016 and approved Resolution approving and adopting SAP Update for Fiscal Year 2016.
September 5, 2017	<ul style="list-style-type: none"> Mailed notice of the September 26, 2017 Hearing to consider the annual SAP Update for Fiscal Year 2018.
September 9, 2017	<ul style="list-style-type: none"> Publication of notice in the <i>Bastrop Advertiser</i> of a Public Hearing to be held on September 26, 2017, to consider the annual SAP Update for Fiscal Year 2018.
September 26, 2017	<ul style="list-style-type: none"> City Council approved first reading of Ordinance No. 2017-26 (the "2017 SAP Update Ordinance"), which approved the updated service plan, including the updated Assessment Roll for Fiscal Year 2018 and other provisions related to the

	District and the Corporation.
September 28, 2017	<ul style="list-style-type: none"> City Council, after the second reading of the 2017 SAP Update Ordinance, approved and adopted the 2017 SAP Update Ordinance that approved the updated service plan, including the updated Assessment Roll for Fiscal Year 2018 and other provisions related to the District and the Corporation.
September 1, 2018	<ul style="list-style-type: none"> Publication of notice in the <i>Bastrop Advertiser</i> of a Public Hearing to be held on September 11, 2018, to consider annual SAP Update for Fiscal Year 2019.
September 11, 2018	<ul style="list-style-type: none"> City Council, after considering all written and documentary evidence presented at the public hearing described above, approved the first reading of Ordinance No. 2018-24 (the "2018 SAP Update Ordinance"), which approved and accepted the updated service plan, including the updated Assessment Roll for Fiscal Year 2019.
September 25, 2018	<ul style="list-style-type: none"> City Council, after the second reading of the 2018 SAP Update Ordinance, approved and adopted 2018 SAP Update Ordinance.

EXHIBIT H – FORM OF NOTICE OF PID ASSESSMENT TERMINATION



P3Works, LLC
350 Rufe Snow Drive, Suite 200
Keller, TX 76248

[Date]
Bastrop County Clerk's Office
Honorable _____
P.O. Box 577
Bastrop, Texas 78602

Re: City of Bastrop Lien Release documents for filing

Dear [Ms./Mrs./Mr.] _____

Enclosed is a lien release that the City of Bastrop is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: _____ (Plat). Please forward copies of the filed documents to my attention:

City of Bastrop
Attn: [City Secretary]
P.O. Box 427
Bastrop, Texas 78602

Please contact me if you have any questions or need additional information.

Sincerely,

P3Works, LLC
(817) 393-0353
Admin@P3-Works.com
www.P3-Works.com



STAFF REPORT

MEETING DATE: September 10, 2019

AGENDA ITEM: 9L

TITLE:

Consider action to approve Ordinance No. 2019-44 of the City Council of the City of Bastrop, Texas amending the Bastrop City Code of Ordinances, Chapter 1, titled "General Provisions", Article 1.02, titled "Administration," Section 1.02.002, Article 1.04, titled "Boards, Committees and Commissions," Sections 1.04.001 and 1.04.002, Article 1.05, titled "Housing Authority," Section 1.05.002, Article 1.10, titled "Parks," Section 1.10.001, Article 1.12, titled "Libraries," Division 2, titled "Library Board," Section 1.12.062, Article 1.15, titled "Code of Ethics," Division 3, titled "Implementation," Section 1.15.013, Article 1.16, titled "Art in Public Places," Section 1.16.002 and 1.16.003; Chapter 3, titled "Building Regulations," Article 3.02, titled "Construction Standards Board of Adjustments and Appeals," Sections 3.02.001, 3.02.002, and 3.02.003; Chapter 14, titled "Zoning," Article 14.03, titled "Historic Landmark Preservation," Section 14.03.001; Chapter 15, titled "Cemeteries," Article 15.01, titled, "Fairview Cemetery," Section. 15.01.002; unifying appointments, terms, number of members, residency requirements, and the filling of vacancies for city boards and commissions attached as Exhibit A; providing for findings of fact; enactment; dissolution; repealer; severability; providing an effective date, proper notice and meeting; and move to include on the September 24, 2019 agenda for a second reading.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

On September 26, 2017, the City Council discussed proposed changes to the Boards & Commissions Ordinance. Staff has taken the recommendations discussed at this meeting and incorporated them into a draft ordinance.

After a review of the ordinances in collaboration with Bojorquez Law Firm, the decision was made to create an ordinance that amends all the sections of the Code of Ordinance with the updates recommended by City Council.

POLICY EXPLANATION:

In order to update this Ordinance staff is seeking direction and input on the following items:

1. Residency Requirements – the recommendation was made to allow residency in the city limits or its extraterritorial jurisdiction on each board or commission unless otherwise controlled and mandated by state or federal law or exception stated in the code.
2. Number of Members on Each Board or Commission - the recommendation was made to have 7 members on each board or commission and shall be assigned a "place" unless otherwise controlled and mandated by state or federal law or exception stated in the code.

3. Terms - Two consecutive terms of three (3) years with a full term abstained for that same board. They would be eligible for appointment on a different board. Term limits would encourage new ideas and allow for broader citizen participation on each board over time.
4. There were two (2) boards that Mayor Schroeder did not appoint members, which included the Vision Task Force and North Area Form Based Codes. Council agreed to dissolve these two committees through the appropriate action.
5. Board and Commission appointments are being aligned with the City's fiscal year. This ordinance is being updated to reflect the current schedule of providing notices of vacancies in July and appointments being approved in September for ratification effective October 1st of each year.
6. Attendance of Board & Commission Members should be updated monthly to the City Secretary. If attendance by a specific member becomes an issue, it will be addressed according to policy during the year with timely communication between the Staff Liaison, City Secretary, and Mayor.
7. Any additional suggested change by Council Members for inclusion in the Board & Commission Ordinance and/or Resolution.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve Ordinance No. 2019-44 of the City Council of the City of Bastrop, Texas amending the Bastrop City Code of Ordinances, Chapter 1, titled "General Provisions", Article 1.02, titled "Administration," Section 1.02.002, Article 1.04, titled "Boards, Committees and Commissions," Sections 1.04.001 and 1.04.002, Article 1.05, titled "Housing Authority," Section 1.05.002, Article 1.10, titled "Parks," Section 1.10.001, Article 1.12, titled "Libraries," Division 2, titled "Library Board," Section 1.12.062, Article 1.15, titled "Code of Ethics," Division 3, titled "Implementation," Section 1.15.013, Article 1.16, titled "Art in Public Places," Section 1.16.002 and 1.16.003; Chapter 3, titled "Building Regulations," Article 3.02, titled "Construction Standards Board of Adjustments and Appeals," Sections 3.02.001, 3.02.002, and 3.02.003; Chapter 14, titled "Zoning," Article 14.03, titled "Historic Landmark Preservation," Section 14.03.001; Chapter 15, titled "Cemeteries," Article 15.01, titled, "Fairview Cemetery," Section. 15.01.002; unifying appointments, terms, number of members, residency requirements, and the filling of vacancies for city boards and commissions attached as Exhibit A; providing for findings of fact; enactment; dissolution; repealer; severability; providing an effective date, proper notice and meeting; and move to include on the September 24, 2019 agenda for a second reading.

ATTACHMENTS:

- Ordinance 2019-44

ORDINANCE NO. 2019-44

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AMENDING THE BASTROP CITY CODE OF ORDINANCES, CHAPTER 1, TITLED "GENERAL PROVISIONS," ARTICLE 1.02, TITLED "ADMINISTRATION," SECTION 1.02.002, ARTICLE 1.04, TITLED "BOARDS, COMMITTEES AND COMMISSIONS," SECTIONS 1.04.001 AND 1.04.002, ARTICLE 1.05, TITLED "HOUSING AUTHORITY," SECTION 1.05.002, ARTICLE 1.10, TITLED "PARKS," SECTION 1.10.001, ARTICLE 1.12, TITLED "LIBRARIES," DIVISION 2, TITLED "LIBRARY BOARD," SECTION 1.12.062, ARTICLE 1.15, TITLED "CODE OF ETHICS," DIVISION 3, TITLED "IMPLEMENTATION," SECTION 1.15.013, ARTICLE 1.16, TITLED "ART IN PUBLIC PLACES," SECTION 1.16.002 AND 1.16.003; CHAPTER 3, TITLED "BUILDING REGULATIONS," ARTICLE 3.02, TITLED "CONSTRUCTION STANDARDS BOARD OF ADJUSTMENTS AND APPEALS," SECTIONS 3.02.001, 3.02.002, AND 3.02.003; CHAPTER 14, TITLED "ZONING," ARTICLE 14.03, TITLED "HISTORIC LANDMARK PRESERVATION," SECTION 14.03.001; CHAPTER 15, TITLED "CEMETERIES," ARTICLE 15.01, TITLED, "FAIRVIEW CEMETERY," SECTION. 15.01.002; UNIFYING APPOINTMENTS, TERMS, NUMBER OF MEMBERS, RESIDENCY REQUIREMENTS, AND THE FILLING OF VACANCIES FOR CITY BOARDS AND COMMISSIONS ATTACHED AS EXHIBIT A; PROVIDING FOR FINDINGS OF FACT, ENACTMENT, DISSOLUTION, REPEALER, SEVERABILITY, EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.

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

WHEREAS, the City is authorized by Texas Local Government Code § 51.001 to adopt or amend any ordinance that is for the good government, peace, or order of the municipality or for the trade and commerce of the municipality; and

WHEREAS, Article III, Section 3.01 of the Bastrop City Charter gives the City Council the authority to provide for boards and commissions, and to appoint the members of all such boards and commissions; and

WHEREAS, the City currently has several boards and commissions, with requirements for each board and commission codified in various sections of the Bastrop City Code; and

WHEREAS, the City Council has determined that unifying and simplifying the requirements for its boards and commissions is in the best interest of the City and its citizens; and

WHEREAS, the City Council has determined that formally dissolving the Vision

Task Force and the Form Based Code Task Force, which once played active roles in shaping the City of Bastrop but are no longer active, is in the best interest of the City and its citizens.

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

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

SECTION 2. ENACTMENT Chapter 1, Article 1.02, Section 1.02.002, Article 1.04, Sections 1.04.001 and 1.04.002, Article 1.05, Section 1.05.002, Article 1.10, Section 1.10.001, Article 1.12, Division 2, Section 1.12.062, Article 1.15, Division 3, Section 1.15.013, Article 1.16, Section 1.16.002 and 1.16.003; Chapter 3, Article 3.02, Sections 3.02.001, 3.02.002, and 3.02.003; Chapter 14, Article 14.03, Section 14.03.001; and Chapter 15, Article 15.01, Section 15.01.002 of the Code of Ordinances of the City of Bastrop are amended to read as described and attached hereto as Exhibit "A."

SECTION 3. DISSOLUTION The Vision Task Force, which was recognized as a formal advisory body of the City of Bastrop in Resolution 2015-R-29, adopted on December 8, 2015, and the Form Based Code Task Force, which was established by the Bastrop City Council on May 26, 2013, are hereby dissolved.

SECTION 4. REPEALER In the case of any conflict between the other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

SECTION 5. SEVERABILITY If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

SECTION 6. ENFORCEMENT The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance. Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

SECTION 7. EFFECTIVE DATE This Ordinance shall be effective immediately upon passage and publication.

SECTION 8. PROPER NOTICE AND MEETING It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as

required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ & APPROVED on First Reading on the 10th day of September 2019.

READ & ADOPTED on the Second Reading on the 24th day of September 2019.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

City of Bastrop, TX

CODE OF ORDINANCES

Chapter 1 – General Provisions

ARTICLE 1.02- ADMINISTRATION

Sec. 1.02.002 – Form of government.

(a) Title 28, chapters 1-10, Revised Civil Statutes of the State of Texas 1925, and amendments thereto, relating to cities and towns, are hereby adopted by the city, and the government of the city and its affairs shall hereafter be guided thereby. The City Council having determined that there exist six hundred (600) inhabitants or more within the city, and having adopted this section by a two-thirds (2/3) vote of the Council, the City Secretary is hereby directed to file notice of said adoption with the county clerk as the law provides.

(b) *Uniform advisory bodies' attendance requirements.* In order to ensure the effectiveness and proper operation of the city's appointed, advisory bodies, the City Council requires all members of city advisory bodies, to maintain a suitable attendance record for such civic service. Because regular attendance is vital to effective service, the City Council requires attendance as follows:

(1) Members of all advisory bodies are required to attend a minimum of two-thirds (66%), of the duly called regular meetings of the member's advisory body during any twelve (12) consecutive month (i.e., cumulative 'rolling') period. A member who fails to achieve this required attendance level or who misses three (3) consecutive, regularly scheduled meetings shall provide the City Manager, within two (2) weeks following the absence, a letter identifying which of the reasons noted below reflects the basis for the absence in subsections (A)—(C) or, alternatively, a written request that the Council excuse the absence pursuant to subsection (D) below:

(A) Medical circumstances involving the member, or the member's immediate family;

(B) Urgent family matters that are not medical in nature;

(C) Required attendance at events/meetings of the member's primary employment; or

(D) Any other “absence” excused by the City Council, upon the Council’s receipt of a written explanation and request made by the absentee member that the Council make an exception and excuse same.

Absences caused by circumstances noted in subsections (A) through (C), or otherwise excused by the Council pursuant to subsection (D), above, shall not count toward the 66% attendance requirement set forth in subsection (1) above, unless the Council determines otherwise, on a case-by-case basis.

(2) Each advisory body chair, with the assistance of the city staff member or department director assigned as the city’s liaison to the advisory body, is responsible for taking necessary action(s) to harmonize the advisory body’s existing bylaws, policies, rules and/or procedures, with the terms of this section and ensuring that each advisory body member is aware of this uniform attendance requirement.

(3) For purposes of calculating attendance percentages, as required herein, the term “duly called regular meetings” includes only the standard and routine meetings of the advisory bodies, and specifically does not include specially called workshops or other specially convened meetings of the advisory bodies.

(4) The city staff member or department director assigned as the city’s liaison to the advisory body is responsible for accurately recording member attendance at all advisory bodies’ meetings. Chairs are not responsible for recording attendance, nor shall they be responsible for and/or asked or authorized to determine whether an absence by a board member is “excused” or falls within the city’s attendance requirements.

(5) The city staff member or department director assigned as the city’s liaison to each body shall provide the attendance records for their respective advisory body monthly to the City Secretary. The City Secretary will notify the Mayor once a member is out of compliance with the attendance requirements set forth in (b)(1).

(6) Upon receipt, the City Secretary shall be responsible for providing the attendance records of all boards to the City Manager, who will in turn provide such attendance information to the City Council.

(7) It is the responsibility of the city staff member or department director assigned as the city’s liaison to the advisory body to timely notify the City Manager, in writing, who will in turn inform the City Council, at any time the advisory body’s attendance records demonstrate that any board member has failed to meet the required attendance level, set forth herein. Upon receipt of such information, the City Council will evaluate the attendance record of such members and, at its sole option the City Council may replace members who fail to meet the attendance standard set forth herein. Nothing herein is meant to, nor may be interpreted to, alter or impinge

upon the City Council's authority to remove, replace, or otherwise alter the service of any appointed members of any advisory body, at any time and for any reason not in conflict with law.

(c) *Uniform quorum determination.*

(1) The City Council does hereby establish a uniform rule for determining whether a quorum of any advisory body is present and/or had been convened.

(2) In this subsection, the following terms shall be defined as follows: Vacancy and vacancies. A vacancy exists on an advisory body when a person has not been appointed to a place or an appointed member has ceased service, and no alternate member is serving in the vacant place, and the City Council has not taken action to fill the position.

(3) Appointed members are required to comply with the city's ethics article, with regards to appearances before boards and city bodies.

(4) Except as otherwise required by state law, or in circumstances otherwise set forth herein below, a simple majority of the total membership, excluding vacancies, of each advisory body shall constitute a quorum for purposes of convening a meeting, and/or conducting the business of the advisory body.

(5) In the event that one or more vacancies exist on an advisory body, then any such vacant place(s) shall not be included in a count of the total membership of the advisory body. In such circumstances, the simple majority of the remaining advisory body places shall constitute a quorum of the advisory body, for purposes of convening and for conducting the business of the advisory body.

(d) *Uniform training.*

(1) The City Council does hereby establish uniform training requirement for advisory board members, which training shall be provided by the city at no cost to the members of the advisory bodies. The following types of information shall be provided to appointees to the city's advisory bodies at the training sessions:

(A) Attendance requirements for service on a city advisory body.

(B) Duties, responsibilities and roles of members on the respective city advisory bodies.

- (C) Open meeting and public information laws.
- (D) State and local conflicts of interest and ethics law.
- (E) City polices and regulations, as applicable.

(2) The city shall conduct the above-referenced training sessions twice a year, at dates that the City Manager determines to be best for the various members of the city's boards, commissions and advisory bodies. Members are required to attend as quickly as possible after appointment, but in no event shall new appointment fail to attend within one year of their initial appointment. In addition, all board members are required to complete online open government training (open meetings and public information) within thirty (30) days of appointment. The city staff member or department director assigned as the city's liaison to each body is responsible for notifying the City Manager if any member has failed to attend the required training within a year of the member's appointment and/or to complete the state's required online training within thirty (30) days of appointment. The City Manager will report, periodically to the Council concerning the status of board training and attendance by members at same. Members who have failed to attend the city training or to obtain the online open government training required by state law, within the time frames set forth herein, shall be suspended from service on their appointed boards and commissions until such time as they demonstrate to the City Secretary that all required training has been successfully completed.

ARTICLE 1.04- BOARDS, COMMITTEES AND COMMISSIONS

Sec. 1.04.001 - Attendance at meetings; appointments.

(a) All members of the city boards, commissions or committees, shall strive to attend all scheduled meetings of the board, commission, or committee to which they have been appointed.

(b) Attendance requirements and the Council's policy regarding absenteeism of members appointed to advisory boards are set forth in section 1.02.002(b), et seq.

(c) Appointments to city boards shall be made pursuant to the following procedures:

(1) At the direction of the mayor, the City Secretary will post notices at city hall as vacancies in established places or new places become available for appointment to city advisory bodies.

(2) In ~~April~~ July of each year, the city will provide notice of openings on the city's advisory boards through local newspapers, the city website, other media sources and/or other appropriate means.

(3) The City Secretary will promulgate application forms for advisory bodies and shall provide same to persons interested in appointments to the city's advisory bodies.

(4) The City Secretary will provide the applications received by the city to the City Council, for the Councilmembers review, evaluation and consideration.

(5) The mayor will select his/her desired appointees from those applications provided by the City Secretary and appoint those persons selected by him/her, ~~and such individuals will serve on the advisory bodies,~~ subject to the concurrence of the Council, in September of each year with ratification effective October 1st Unless otherwise controlled by state or local law, any appointee may be removed for cause or no cause, at the will of the Council.

Sec. 1.04.002 - Membership, terms and filling of vacancies

Unless otherwise controlled and mandated by state or federal law, the following overarching provisions shall apply to the city's boards, commissions, task forces, committees and advisory bodies ("board(s)," "body" or "advisory bodies"):

(1) Board members shall be appointed by the mayor and confirmed by the Council, for terms of three (3) years. No board member shall serve more than three (2) consecutive terms on one board without abstaining from that board for at least one full term.

(2) All city boards, commissions, task forces, committees, and advisory bodies shall consist of seven (7) members and ~~Each~~ each ~~seat on all city boards will~~ shall be assigned a "place."

(3) Board members' terms of service shall be "staggered," three (3) year terms, so that the entire membership of the board will not be subject to replacement at any single point in time. To the extent possible, staggering shall be done so that the board membership is divided into thirds. Initial staggering of the membership will be

accomplished by having all appointees/members who are serving on a board as of the first annual meeting following approval and passage of this section (which meetings are generally held in July), “draw lots” to determine which “place” will have what number of years of service during the transition period (e.g., one-third (1/3) of the places will draw for one-year terms, one-third (1/3) of the places will draw for two-year terms, and the remaining one-third (1/3) of the places will draw for three-year terms.) After the first July October board meetings are held, staggering of membership, by place, will begin.

(4) In the event of a vacancy, an individual appointed to fill the vacant place will serve only the remaining term of the individual who is being replaced by the appointee, so that the staggering of terms shall remain intact.

(5) Each advisory body chair, with the assistance of the city staff member or department director assigned as the city’s liaison to the advisory body, is responsible for taking necessary action(s) to harmonize the advisory body’s existing bylaws, policies, rules and/or procedures, with the terms of this section.

(6) Board members shall reside within the city limits or the city’s extraterritorial jurisdiction.

ARTICLE 1.05- HOUSING AUTHORITY

Sec. 1.05.002 - Membership, terms and filling of vacancies.

(a) The city’s housing authority should be governed by five (5) commissioners and, further, that one of the commissioners should be a tenant of a public housing project, in compliance with the Local Government Code, section 392.0331.

(b) One of the commissioners of the city’s housing authority shall be a resident (“resident member”) of a public housing project over which the city’s housing authority has jurisdiction. Including the one resident of the public housing project over which the city’s housing authority has jurisdiction, four (4) of the commissioners shall be residents of the city and one of the commissioners may reside within the city’s extraterritorial jurisdiction (ETJ) (so that the total number of commissioners is five (5)), so long as the extraterritorial jurisdiction residence is also located within five (5) miles of the city’s corporate limits.

(c) Each seat on the commission will be assigned a “place.” Commission members’ terms of service shall be “staggered,” so that the entire membership of the commission will not be subject to replacement at any single point in time. To the extent possible, staggering shall be done so that the commission membership is divided into halves ($\frac{1}{2}$ s). Initial staggering of the membership will be accomplished by having all appointees/members, who are serving as of the first annual meeting following approval and passage of this section (held in July), “draw lots” to determine which “place” will have

what number of service in the transition period (e.g., ½ of the places will draw for one-year terms, ½ of the places will draw for two-year terms, with the exception of the “resident member” who serves a two-year term per Local Government Code, section 392.033.) After the first July meeting, staggering of membership, by place, will begin.

(d) ~~The rules for filling vacancies are set forth in this chapter of the code, Section 1.04.002. In the event of a vacancy on the housing authority’s governing body, an individual appointed to fill the vacancy will serve only the remaining term of the individual who is being replaced by the appointee, so that the staggering of terms shall remain intact.~~

(e) Attendance requirements for the commissioners are set forth in this code, section 1.02.002(b), et seq.

ARTICLE 1.10- PARKS

Sec. 1.10.001- Parks board.

(a) *Created; composition; compensation; appointment.*

(1) ~~There is hereby created a parks board of the city to be composed of eight (8) regular members and one (1) special member, for a total of nine (9) voting members. The rules for appointment of members, the number of members comprising the board, the length of member terms, board residency requirements, and the rules for filling board vacancies are set forth in this chapter of the City Code, Section 1.04.002. In addition, in their discretion, the parks board may also identify and name one minor, who resides within the BISD jurisdiction, to serve on the board as an ex officio, nonvoting youth member of the board. The youth member shall be enrolled in grades 9 -12 and serve a term in length identified by the parks board at the time of the youth member’s selection.. The regular and special voting members of the board shall be appointed by the mayor and confirmed by the City Council and shall serve without compensation by the city for terms of three (3) years.~~ The members shall be known to be interested in public parks and public recreation and the proper use of the leisure time of the people of the city.

(2) ~~The special member position on~~ One member of the board shall be held by the superintendent of the city’s state park, or his/her designee, who may reside either within the city limits or in any other area within the BISD’s jurisdiction.

(3) ~~A minimum of six (6) of the regular members on the board will be persons who reside within the city limits, however two (2) of the regular members may be a person who resides outside of the city limits but within the BISD’s jurisdiction.~~

(b) ~~Terms of members. Each seat on the board will be assigned a “place.” Board members’ terms of service shall be “staggered,” so that the entire membership of the board will not be subject to replacement at any single point in time. To the extent possible, staggering shall be done so that the board membership is divided into thirds.~~

~~Initial staggering of the membership will be accomplished by having all appointees/members who are serving as of the first annual meeting following approval and passage of this section (held in July), “draw lots” to determine which “place” will have what number of service in the transition period (e.g., one third (1/3) of the places will draw for one-year terms, one third (1/3) of the places will draw for two-year terms, and the remaining one third (1/3) of the places will draw for three-year terms.) After the first July meeting, staggering of membership, by place, will begin.~~

~~(c) *Vacancies.* In the event of a vacancy, an individual appointed to fill the vacancy will serve only the remaining term of the individual who is being replaced by the appointee, so that the staggering of terms shall remain intact.~~

(d) *Attendance.* Attendance requirements for the board members are set forth in this Code, section 1.02.002(b), et seq.

ARTICLE 1.12- LIBRARIES

DIVISION 2. – LIBRARY BOARD

Sec. 1.12.062- Membership.

~~(a) The rules for appointment of members, the number of members comprising the board, the length of member terms, board residency requirements, and the rules for filling board vacancies are set forth in this chapter of the City Code, Section 1.04.002. The board shall consist of nine (9) members, appointed by the mayor and confirmed by the City Council. Eight (8) members shall be residents of the city, and one member may be a resident of the county who resides within the city’s extraterritorial jurisdiction. All members shall serve without compensation for a term of three (3) years.~~

~~(b) Each seat on the board will be assigned a “place.” Board members’ terms of service shall be “staggered,” so that the entire membership of the board will not be subject to replacement at any single point in time. To the extent possible, staggering shall be done so that the board membership is divided into thirds. Initial staggering of the membership will be accomplished by having all appointees/members who are serving as of the first annual meeting following approval and passage of this section (held in July), “draw lots” to determine which “place” will have what number of service in the transition period (e.g., one third (1/3) of the places will draw for one-year terms, one third (1/3) of the places will draw for two-year terms, and the remaining one third (1/3) of the places will draw for three-year terms.) After the first July meeting, staggering of membership, by place, will begin.~~

~~(c) In the event of a vacancy, an individual appointed to fill the vacancy will serve only the remaining term of the individual who is being replaced by the appointee, so that the staggering of terms shall remain intact.~~

(d) Attendance requirements for the board members are set forth in this code, section 1.02.002(b), et seq.

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ARTICLE 1.15- CODE OF ETHICS

DIVISION 3. – IMPLEMENTATION

Sec. 1.15.013 – Board of Ethics.

(a) *Creation.* There is hereby created a Board of Ethics for the City of Bastrop. The rules for appointment of members, , the length of member terms, board residency requirements, and the rules for filling board vacancies are set forth in this chapter of the City Code, Section 1.04.002.

(b) ~~*Appointment.* The Board of Ethics shall be appointed by majority vote of the City Council.~~

(c) *Number.* The Board of Ethics shall consist of five (5) regular members, and one (1) alternate member.

~~(d) *Terms.* Board of Ethics members (regular and alternates) shall be appointed for two (2) year, staggered terms. Members may be reappointed for successive terms. Appointment to fill a vacancy shall be for the remainder of the unexpired term. Members of the inaugural Board of Ethics shall draw straws to determine which two (2) members shall receive an initial term of one (1) year in order to stagger terms. In total, members may only serve three (3) consecutive terms. A member may be reappointed no sooner than one (1) year after expiration of a previous term.~~

~~(e) *Eligibility.* Membership on the Board of Ethics is limited to residents of the city and its extraterritorial jurisdiction.~~

(f) *Ineligibility.* The following shall disqualify a person from serving on the Board of Ethics:

- (1) Current service as a city official;
- (2) Separation from city service as a city official within two (2) years of the appointment;
- (3) Familial relations within the third (3rd) degree of affinity (marriage) or consanguinity (blood or adoption); and/or
- (4) Conviction of a felony, or crime of moral turpitude.

(gc) *Alternates.* An alternate member of the Board of Ethics shall attend meetings only upon request by the City Secretary's Office. The role of an alternate is to participate in meetings of the Board of Ethics as a replacement for a regular member who is absent or abstaining.

(hd) *Scope of authority.* The jurisdiction of the Board of ~~Ethic's jurisdiction~~ Ethics shall be limited to implementation and enforcement of this article.

(ie) *Amendments.* The Board of Ethics may recommend amendments to this article. A recommendation from the Board of Ethics is not required for the City Council to exercise its discretion in amending this article.

(jf) *Officers.* At the first meeting of each fiscal year, if a meeting is called, the Board of Ethics shall select from among its members a Chairperson and Vice-Chairperson.

~~(k) *Rules of procedure.* The Board of Ethics shall adopt rules of procedure governing how to conduct meetings and hearings. Such procedural rules are subject to confirmation or modification by the City Council.~~

(l) *Removal.* The City Council may by a vote of two-thirds ($\frac{2}{3}$) remove a member of the Board of Ethics for cause. Justifications warranting removal for cause shall include neglect of duty, incompetence, gross ignorance, inability or unfitness for duty, or disregard of the Code of Ordinances.

ARTICLE 1.16 - ART IN PUBLIC PLACES

Sec. 1.16.002 – Membership, appointment, vacancies and attendance.

~~(a) The BAIPP board shall consist of a minimum of five (5), but no more than nine (9) members, appointed by the mayor and subject to confirmation by the Council. The BAIPP may have a minimum of one "nonvoting" ex officio representative from the City Council, who shall be appointed by the mayor, and who shall not count as a member of the BAIPP, for any purpose. The ex officio representative shall operate as a Council liaison with the BAIPP board. A simple majority of the board's then existing voting membership shall constitute a quorum. For purposes of the first appointed board serving after this article's adoption, the existing terms of office for the then serving 'task force members' shall carry forward to their board service. The rules for appointment of members, the number of members comprising the board, the length of member terms, board residency requirements, and the rules for filling board vacancies are set forth in this chapter of the City Code, Section 1.04.002.~~

~~(b) The BAIPP board members shall be appointed for terms of three (3) years. Each seat on the board will be assigned a "place." Board members' terms of service shall~~

~~be “staggered,” so that the entire membership of the board will not be subject to replacement at any single point in time. To the extent possible, staggering shall be done so that the board membership is divided into thirds. Initial staggering of the membership will be accomplished by having all appointees/members who are serving as of the first annual meeting following approval and passage of this section (held in July), “draw lots” to determine which “place” will have what number of service in the transition period (e.g., one-third (1/3) of the places will draw for one-year terms, one-third (1/3) of the places will draw for two-year terms, and the remaining one-third (1/3) of the places will draw for three-year terms.) After the first July meeting, staggering of membership, by place, will begin.~~

~~(c) In the event of a vacancy, an individual appointed to fill the vacancy will serve only the remaining term of the individual who is being replaced by the appointee, so that the staggering of terms shall remain intact.~~

~~(db) The members of the board shall reside within the city’s extraterritorial jurisdiction and/or the city, or may, in ln the sole discretion of the Mayor and confirmed by City Council, a member of the board may reside outside of the corporate limit and the extraterritorial limits so long as the appointed individual provides exceptional expertise with regard to the board’s responsibilities.~~

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~~(fc) Attendance requirements for the board members are set forth in the code, section 1.02.002(b), et seq.~~

Sec. 1.16.003 – Purpose, powers and duties.

(a) The BAIPP shall act as an advisory board to the City Council in matters related to the city’s art in public places program, with the goal of increasing awareness and appreciation of art, as well as increase civic pride, through the display of art in the city.

~~(b) The BAIPP's procedures, duties and powers are set forth in the board's amended bylaws, which derive from the original task force bylaws, as approved by the City Council in June 2012, as amended and updated. Definitions.~~

~~(c) Art selection guidelines. The BAIPP shall assist the City Council with acquiring Works of Art by:~~

- ~~(1) Identifying and recommending suitable Works of Art to be displayed.~~
- ~~(2) Facilitating the preservation of Works of Art to be displayed.~~
- ~~(3) Assisting with the process and methodology for competitively~~

selecting Works of Art for acquisition and/or display.

(d) Procedure for initiating calls for projects of the BAIPP.

(1) At least ninety (90) days prior to publication of any call to artists, for a BAIPP project, the BAIPP Board shall submit the proposed Call to the office of the City Manager for evaluation.

(2) Additionally, the City Manager may create an in-house team of staff advisors to assist in evaluating the specifics required for each BAIPP projects, such as site identification and preparation, material requirements specific to the project, if any, security issues, and insurance issues.

(3) The City Manager will also determine whether it is necessary to involve the City Council in any approval for the proposed project, at that time (i.e., prior to the call publication).

(4) The City Manager will notify the BAIPP of any additional information required and also will notify the BAIPP Chairperson and staff Liaison when the City Manager's office has finished its evaluation of the proposed project and it is ready for publication of the call to artists.

(e) Funding

(1) The BAIPP shall be responsible for developing a "proposed" yearly operating budget for the acquisition and display of new Works of Art in the City of Bastrop, as well as, any ongoing maintenance and/or replacement (repair) responsibilities for those Works of Art currently under the City's possession or control. This budget shall be submitted to the City Manager on or before June 1st of each calendar year.

ARTICLE 1.17 - MAIN STREET ADVISORY BOARD 

Sec. 1.17.001 - Membership, terms and filling of vacancies.

(a) Number of members comprising the Board, member terms, residency requirements and vacancies are set forth in the Code, Section 1.04.002.

(b) The bylaws of the board shall address procedural issues, such as but not limited to quorum counts and required attendance by members, which bylaws shall conform with the Council's attendance requirements for the board members as set forth in this code, section 1.02.002(b), et seq. The bylaws shall fully outline member

responsibilities and provide guidance for the participation of the ex-officio members, as well as regular members.

Chapter 3 – Building Regulations

ARTICLE 3.02- CONSTRUCTION STANDARDS BOARD OF ADJUSTMENTS AND APPEALS

Sec. 3.02.001 – Established; appointment of members.

There is hereby established a board, to be called the construction standards board of adjustments and appeals, ~~which shall consist of five (5) members and two (2) alternates. The rules for appointment of members, the number of members comprising the board, the length of member terms, board residency requirements, and the rules for filling board vacancies are set forth in Chapter 1 of the City Code, Section 1.04.002. The board shall be appointed by the mayor and confirmed by the City Council.~~

Sec. 3.02.002 – Composition.

The construction standards board of adjustments and appeals shall ~~consist of five (5) members, each serving two-year terms. Such board members should~~ be composed of individuals with knowledge and experience in the technical codes, such as design professionals, contractors, and/or builders, ~~and must reside within the city limits or the city's extraterritorial jurisdiction.~~ At least ~~three (3)~~ five (5) members of the board shall represent the following construction trades: plumbing, electrical, mechanical, and/or general contractor. In addition ~~to the regular members~~, there should be ~~two (2) alternate members~~, one member at-large from the building industry and one member at-large from the public. A board member shall not act in a case in which he has a personal or financial interest.

Sec. 3.02.003 – ~~Term of members; vacancies; absence~~ Absence from meetings.

~~(a) Each seat on the Board will be assigned a "place." Board members' terms of service shall be "staggered," so that the entire membership of the board will not be subject to replacement at any single point in time. To the extent possible, staggering shall be done so that the board membership is divided into halves. Initial staggering of the membership will be accomplished by having all appointees/members who are serving as of the first annual meeting following approval and passage of this section (held in July), "draw lots" to determine which "place" will have what number of service in the transition period (e.g., one half (1/2) of the places will draw for one-year terms, one half (1/2) of the places will draw for two-year terms.) After the first July meeting, staggering of membership, by place, will begin.~~

~~(b) In the event of a vacancy, an individual appointed to fill the vacancy will serve only the remaining term of the individual who is being replaced by the appointee, so that the staggering of terms shall remain intact.~~

~~(c) The members of the advisory board shall reside within the city's extraterritorial jurisdiction and/or the city.~~

~~(d) The two (2) alternates, if appointed, shall serve one-year terms.~~

~~(e-b)~~ Attendance requirements for the board members are set forth in this code, section 1.02.002(b), et seq.

Chapter 14 – Zoning

ARTICLE 14.03- HISTORIC LANDMARK PRESERVATION

Sec. 14.03.001 – General.

(a) *Purpose and intent.* The City Council hereby declares that as a matter of public policy the protection, enhancement, and perpetuation of sites, landmarks or districts of historical and cultural importance and significance is necessary to promote the economic, cultural, educational, and general welfare of the public. It is recognized that the city represents the unique confluence of time and place that shaped the identity of generations of citizens, collectively and individually, and produced significant historic, architectural, and cultural resources that constitute their heritage. This article is intended to:

(1) Protect and enhance the landmarks, which represent distinctive elements of the city's historic, architectural, and cultural heritage;

(2) Foster civic pride in the accomplishments of the past;

(3) Protect and enhance the city's attractiveness to visitors, thereby supporting and stimulating the economy;

(4) Insure the harmonious, orderly, and efficient growth and development of the city;

(5) Promote economic prosperity and welfare of the community by encouraging the most appropriate use of such property within the city;

(6) Encourage stabilization, restoration, and improvements of such properties and their values.

(b) *Definitions.* The following definitions shall apply to this article.

Alteration. Any change, demolition or modification to a structure or site designated as a historic landmark or located in a local historic district including, but not limited to, the following:

(1) Exterior changes to or modification of any buildings or structures, architectural details or visual characteristics.

(2) Construction of new structures.

(3) Disturbance, placement or removal of exterior objects that affect the exterior qualities of the property.

Architectural element. The unique details and component parts that combined, form the architectural style of a structure, building or object.

Certificate of Appropriateness. A document evidencing the approval of the Historic Landmark Commission, signed and dated by the Chairperson of the Historic Landmark Commission, for alteration, installation, relocation, excavation, restoration, modification, rehabilitation, change, demolition, construction, removal, or improvement of a historic landmark or of a building or property located within a local historic district.

Construction. The act of adding an addition to an existing building, structure or object or the erection of a new principal or accessory building, structure or object on any lot, parcel or site.

Contributing structure. A building, structure, property or object within a local historic district which has not been designated a historic landmark under this article, but which adds to the historical integrity or architectural qualities that make the local historic district significant.

Demolition. An act or process which:

(1) destroys a lot, parcel or site or building, structure or object in its entirety,

(2) destroys a part of a lot, parcel or site or building, structure or object and permanently impairs its structural, historic or architectural integrity,

(3) removes the building, structure or object or any part thereof from the original lot, parcel or site without the requisite Certificate of Appropriateness and/or moving permit, or

(4) removes architectural elements and features from the exterior of a building, structure or object.

Design guidelines. Architectural and style guidelines adopted by the city that encourage and promote the existing historical features of the city and detail those alterations, installations, relocations, excavations, restorations, modifications, rehabilitations, changes, demolition, construction, removal, or improvement of a historic landmark or of a structure or site located within a local historic district that are deemed compatible and appropriate for the area. If local design guidelines have not been adopted, The Secretary of the Interior's Standards for the Treatment of Historic Properties shall be used as the design guidelines.

Historic district. A geographically defined neighborhood or area that has a significant historical, architectural, or cultural significance to the overall character and identity of the city.

Historic landmark. A site, and/or all structure(s), located thereon, that have been designated by the city through criteria established within this article.

Inventory. A list of properties that have been identified and evaluated as meeting specified criteria of significance as a contributing or non-contributing historic structure or site.

Non-contributing structure. A structure within a designated local historic district that is not considered to be of historical significance or which does not possess significant physical features, historical associations, or historical architectural qualities.

Ordinary maintenance. This generally refers to activities relating to a property that would be considered ordinary or common for maintaining the property, such as a) repair using the same material and design as the original and does not require structural modifications; b) repainting; c) reroofing, using the same type; or d) repair of sidewalks and driveways.

Overlay zones. A set of zoning requirements that is described in the ordinance text, is mapped, and is imposed in addition to those of the underlying district.

Development within the overlay zone must conform to the requirements of both zones or the more restrictive of the two (2).

Preservation. The stabilization of an historic building, its materials and features in their present condition to prevent future deterioration. Preservation focuses on the maintenance and repair of existing historic materials and retention of a property's form as it has evolved over time.

Reconstruction. The act or process of reassembling, reproducing or replacing by new construction, the form, detail and appearance of property and its setting as it appeared at a particular period of time by means of removal of later work or by the replacement of missing earlier work or by reuse of original materials.

Rehabilitation. The act or process of returning a property to a state of utility through repair or alteration that makes possible an efficient contemporary use while preserving those portions or features of the property that are significant to its historical, architectural, and cultural values.

Removal. Permanently moving a structure or feature from its current location.

Relocation. Any change of the location of a structure in its present location to another location within the city limits.

Restoration. The act or process of accurately recovering the form and details of a building, structure or object or lot, parcel or site and its setting as it appeared at a particular period of time by means of the removal of later work or by the replacements of missing earlier work.

Sign. Any object, device, display, or structure, or part thereof, situated outdoors or indoors, which is used to advertise, identify, display, direct, or attract attention to an object, person, institution, organization, business, product, service, event, or location by any means, including words, letters, figures, designs, symbols, fixtures, colors, illumination, or projected images. The foregoing enumeration of signs shall not be considered exclusive. The term "sign" shall include all other devices or structures as may reasonably be included under it, whether attached or unattached. The definition excludes all governmental flags and signs of governmental entities.

Significant historic landmark. A designation established under Ordinance 2007-30 for a site or structures.

Site. The location of a significant event, a prehistoric or historic occupation or activity, building or structure, whether standing, ruined, or vanished, where the location

itself possesses historical, cultural, architectural or archeological value regardless of the value of any existing structure.

Structure. Something built or constructed, such as a building, bridge, monument, or statue.

(c) *Historic landmark commission created.* There is hereby created a commission to be known as the city historic landmark commission.

(1) ~~The commission shall consist of seven (7) members, residents of the city, to be appointed by the mayor with approval by the City Council as follows; The rules for appointment of members, the number of members comprising the board, the length of member terms, and the rules for filling board vacancies are set forth in Chapter 1 of the City Code, Section 1.04.002. every~~ Members of the board must reside in the City Limits of Bastrop. Every effort will be made to find professionals who meet the criteria below:

- (A) One (1) shall be an architect, planner, or representative of a design profession;
- (B) One (1) shall be a representative elected by the county historical society;
- (C) One (1) shall be a licensed real estate professional;
- (D) One (1) shall be an owner of an historic commercial structure or property;
- (E) One (1) shall be an owner of an historic residential structure or property;
- (F) One (1) shall be a member from the city's Planning and Zoning Commission;
- (G) One (1) shall be a general resident of the city.

However, if specified professionals above cannot be appointed, City Council will consider other types of professionals.

(2) All commission members, regardless of background, shall have a known and demonstrated interest, competence, or knowledge in historic preservation within the city.

~~(3) Term of appointment. Commission members shall serve for a term of three (3) years, with the exception of the The member who is serving on the commission as the Planning and Zoning Commission representative, and that member shall serve for a term that is concurrent with that member's Planning and Zoning Commission term. The length of term for the other Commission members is set forth in Chapter 1 of the City Code, Section 1.04.002.~~

~~(4) Each seat on the commission will be assigned a "place." Commission members' terms of service shall be "staggered," so that the entire membership of the commission will not be subject to replacement at any single point in time.~~

~~(5) In the event of a vacancy on the commission, an individual appointed to fill the vacancy will serve only the remaining term of the individual who is being replaced by the appointee, so that the staggering of terms shall remain intact.~~

~~(64) Attendance requirements for the commission members are set forth in section 1.02.002(b).~~

~~(75) The commission shall be empowered to:~~

~~rules and procedures as necessary to carry out the business of the commission, which shall be ratified by the City Council.~~

~~(BA) Approve or disapprove Certificates of Appropriateness, demolition or removal of historic structures, and economic hardship applications.~~

~~(CB) Conduct surveys and maintain an inventory of significant historic, architectural, and cultural landmarks.~~

~~(DC) Make recommendations to the City Council on the designation of historic landmarks, historic districts, contributing and non-contributing structures.~~

~~(ED) Make recommendations for properties to the National Register of Historic Places.~~

~~(FE) Increase public awareness of the value of historic, cultural, and architectural preservation by developing and participating in public education programs.~~

(~~G~~F) To assist the City Council in the adoption of design guidelines for the exteriors of historic landmarks, properties located inside of historic districts, and contributing and non-contributing structures, to address architectural and general design elements of structures, including acceptable materials for construction; appropriate architectural character, scale, and detail; acceptable appurtenances or additions to new or existing structures; and acceptable textures and ornamentation.

(~~H~~G) Prepare and submit annually to the City Council a report summarizing the work completed during the previous year.

(~~H~~I) To perform any other functions requested by City Council.

(~~8~~6) The commission shall meet at least monthly, if business is at hand. Special meetings may be called at any time by the Chair, or on the written request of any two (2) commission members.

(d) *Appointment of historic preservation officer.* The city's Planning Director or other city staff designated by the City Manager shall serve as Historic Preservation Officer. This officer shall have as a principal duty the administration of this article and the coordination of the city's various efforts and programs that further historic preservation.

Chapter 15 – Cemeteries

ARTICLE 15.01- FAIRVIEW CEMETERY

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

(a) The city as owner and operator of Fairview Cemetery is hereby authorized to act as a permanent trustee for the perpetual care and upkeep of plots and graves in the cemetery and shall accept such trust as provided in this article.

(b) *Cemetery advisory board.*

(1) ~~The advisory board members shall be appointed by the mayor and confirmed by the council, for terms of three (3) years. Each seat on will be assigned a "place." Advisory board members' terms of service shall be "staggered," so that the entire membership of the advisory board will not be subject to replacement at any single point in time. To the extent possible, staggering shall be done so that the advisory board membership is divided into thirds. Initial staggering of the membership will be accomplished by having all appointees/members who are serving as of the first annual meeting following approval and passage of this section (held in July), "draw~~

~~lots” to determine which “place” will have what number of service in the transition period (e.g., one third (1/3) of the places will draw for one-year terms, one third (1/3) of the places will draw for two-year terms, and the remaining one-third (1/3) of the places will draw for three-year terms.) After the first July meeting, staggering of membership, by place, will begin. The rules for appointment of members, the number of members comprising the board, the length of member terms, board residency requirements, and the rules for filling board vacancies are set forth in Chapter 1 of the City Code, Section 1.04.002.~~

~~(2) In the event of a vacancy, an individual appointed to fill the vacancy will serve only the remaining term of the individual who is being replaced by the appointee, so that the staggering of terms shall remain intact.~~

~~(3) The members of the advisory board shall reside within the city’s extraterritorial jurisdiction and/or the city.~~

(42) The role of the advisory board shall be to recommend rules to the City Council, as are necessary, concerning the use, care, control, management, restriction, and protection of the Fairview Cemetery. Any matter relating to the Fairview Cemetery shall be referred to the Bastrop Cemetery Advisory Board for their consideration and recommendation before the action is taken by the City Council, however, the advisory board’s role shall be advisory only.



STAFF REPORT

MEETING DATE: September 10, 2019

AGENDA ITEM: 9M

TITLE:

Consider action to approve Resolution No. R-2019-69 of the City Council of the City of Bastrop, Texas, adopting a wholesale water agreement with the West Bastrop Village Municipal Utility District of Bastrop County and West Bastrop Village Ltd.; attached in Exhibit A; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Lynda Humble, City Manager
Trey Job, Assistant City Manager of Development Services

BACKGROUND/HISTORY:

The City of Bastrop hired NewGen Services to assist with the development of a wholesale water rate that will allow the City of Bastrop to manage the imminent growth while remaining fiscally sustainable. As Austin continues to grow and be consistently named one of the most desirable places to live, growth will continue to move east toward Bastrop. It is vital that the City of Bastrop be poised and ready to handle development. The current City Council has made a commitment to be prepared for the expected growth.

In addition to the wholesale wastewater agreement that has been developed the City of Bastrop has also entered into an agreement with Aqua Water Supply Corporation that allows the City to sell wholesale water within the City of Bastrop wastewater Certificate of Convenience and Necessity (CCN). As a result of that agreement, a standardized draft wholesale water agreement was approved by Council in April of 2019.

Since that time, the City acquired a wholesale customer who had several questions requiring staff to take a closer look at that agreement. Staff met with the future customer and provided clarity. The attached agreement reflects the changes that were made to better clarify or answers the questions as follows:

- Better defining the “Connecting Facilities” and associated cost.
- Providing the current impact fees for water & wastewater.
- Meter specifications and ownership of the meters.
- Defining fire flow, water quality, and pressure.
- Term of the agreements. (50 yrs.)

The proposed wholesale water agreement will allow the City to better manage the growth and provide new customers that will stabilize future water rates and allow for a one stop shop as it relates to water and wastewater utilities.

POLICY EXPLANATION:

The City Charter grants the City Council the authority in Section 3.01 Powers and Duties (13) provide for a sanitary sewer and water system and require property owners to connect with such sewer system and provide for penalties for failure to make sanitary sewer connections. The City's Code of Ordinance further established areas of service and utility rates.

FUNDING SOURCE:

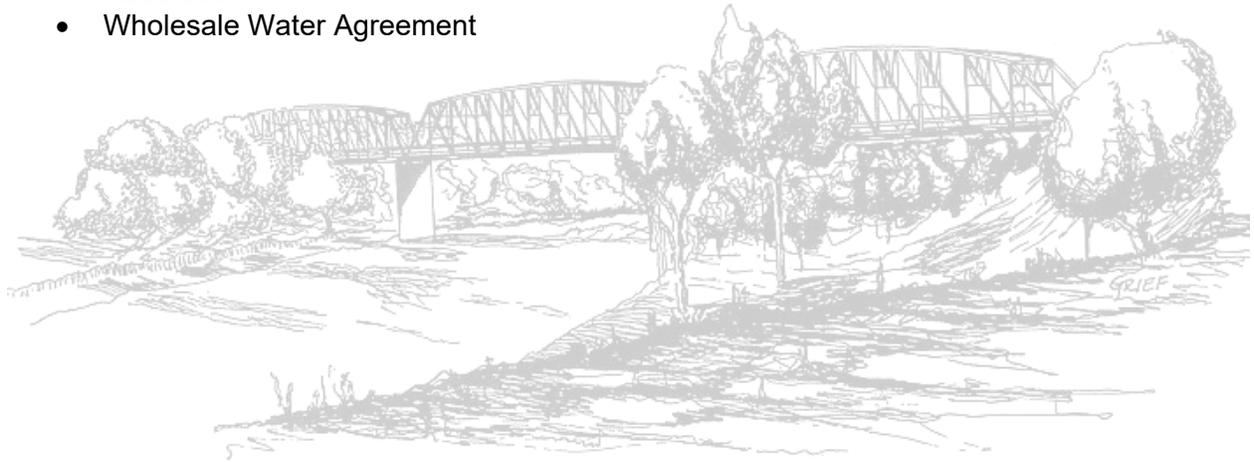
N/A

RECOMMENDATION:

Consider action to approve Resolution No. R-2019-69 of the City Council of the City of Bastrop, Texas, adopting a wholesale water agreement with the West Bastrop Village Municipal Utility District of Bastrop County and West Bastrop Village Ltd.; attached in Exhibit A; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Wholesale Water Agreement



RESOLUTION NO. R-2019-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ADOPTING A WHOLESALE WATER AGREEMENT WITH WEST BASTROP VILLAGE MUNICIPAL UTILITY DISTRICT OF BASTROP COUNTY AND WEST BASTROP VILLAGE, LTD.; ATTACHED IN EXHIBIT A; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop City Council understands the importance of fiscal sustainability; and

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

WHEREAS, the City of Bastrop understands the importance of focusing on the standardization of water wholesales and providing fairness and consistency; and

WHEREAS, the City of Bastrop adopted a standardized wholesale water agreement on April 23, 2019 by Resolution R-2019-33; and

WHEREAS, the City of Bastrop chooses to approve the attached wholesale water agreement shown as exhibit A; and

WHEREAS this Resolution R-2019-69 expressly repeals and replaces Resolution R-2019-33; and

WHEREAS, the City of Bastrop City Council has unequivocally committed to fiscal sustainability, responsibly managing growth, and taking definitive action towards lasting solutions.

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

Section 1. The City Manager is hereby authorized to execute a contract between the City of Bastrop Texas and West Bastrop Village Municipal Utility District of Bastrop County and West Bastrop Village Ltd. (attached as Exhibit A) as well as all other necessary documents.

Section 2. The City Council adopts a standardized wholesale water agreement, as attached in Exhibit A, for use with future wholesale customers.

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

Section 4. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas this 13th day of August 2019.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

**WHOLESALE WATER AGREEMENT
BETWEEN CITY OF BASTROP, WEST BASTROP VILLAGE MUNICIPAL UTILITY
DISTRICT OF BASTROP COUNTY AND WEST BASTROP VILLAGE, LTD.**

This WHOLESALE WATER AGREEMENT (“**Agreement**”) is made and entered into by and between the CITY OF BASTROP, a home rule city located in Bastrop County (“**Bastrop**” or “**City**”) and the West Bastrop Village Municipal Utility District of Bastrop County, a political subdivision of the state operating under Chapters 49 and 54, Texas Water Code (“**District**”), and West Bastrop Village, LTD., a Texas limited partnership (“**Developer**”) (collectively referred to herein as the “**Parties**”). The Parties hereby mutually agree as follows:

RECITALS

WHEREAS, the City and the Developer entered into a Planned Development Agreement, to be known in this Agreement as “the PDA” on August 11, 2006, requiring a wholesale water agreement; and

WHEREAS, by Resolution R-2006-24, on September 13, 2006, the City granted consent for creation of West Bastrop Village Municipal Utility District; and

WHEREAS, by Order signed on April 24, 2007, the Texas Commission on Environmental Quality granted the Petition for Creation of West Bastrop Village Municipal Utility District; and

WHEREAS, by Resolution R-2007-12 the City confirmed its consent for creation of the West Bastrop Village Municipal Utility District, on June 26, 2007; and

WHEREAS, the District encompasses approximately 347.9 acres of land within the extraterritorial jurisdiction (“ETJ”) of the City (the “Tract”). The Tract is more particularly described in Exhibit “A”; and

WHEREAS, Developer intends to develop the Tract as a master-planned, mixed-use community, initially to be referred to as “West Bastrop Village” projected to consist primarily of residential uses, expected at the time of execution of this Agreement to include approximately 1,500 homes, and also will include other limited nonresidential uses (the “Development”); and

WHEREAS, the Tract is within the water CCN of Aqua Water Supply Corporation (10294), from which the City intends to purchase potable water at wholesale rates pursuant to the Bastrop Aqua Agreement (as defined herein), and intends to sell potable water at wholesale rates to the District; and

WHEREAS, Bastrop will have adequate water supply and distribution infrastructure to provide up to a peak hourly flow rate of 200,000 gallons per hour and a maximum daily flow of 2,785,000 gallons per day to District at the time of final buildout by Developer; and

WHEREAS, City, District and Developer wish to enter into this Agreement, to provide the terms of wholesale water service for the benefit of the present and future residents of City and the District.

NOW, THEREFORE, for and in consideration of the agreements set forth below, the City, District and Developer agree as follows:

ARTICLE 1. DEFINITIONS

Section 1.01 Definitions of Terms.

In addition to the terms otherwise defined in the above recitals; in the City’s ordinances; or the provisions of this Agreement, the terms used in this Agreement will have the meanings set forth below.

Agreement: means this Wholesale Water Agreement by and among the City of Bastrop, Texas, West Bastrop Village Municipal Utility District, and West Bastrop Village, LTD.

AWWA: means the American Water Works Association.

Bastrop Aqua Agreement: means the Wholesale Water Service Agreement between the City of Bastrop and Aqua Water Supply Corporation (“Aqua”), effective November 28, 2018, a copy of which is attached hereto as Exhibit “B”, pursuant to which Aqua will sell potable water at wholesale to the City.

Bastrop’s System Agreement: means any agreements necessary to provide wholesale water service to District, including but not limited to the Bastrop Aqua Agreement.

Bastrop System: means the facilities, including water production wells, pumps, lines, meters, components, and equipment owned and operated by Bastrop, together with all extensions, expansions, improvements, enlargements, betterments and replacements to monitor, convey, supply, deliver and distribute potable water or Wholesale Water Services to Bastrop's customers, including water storage necessary for peaking and firefighting purposes, including Water Storage West. The Bastrop System does not include any improvements on District’s side of the Delivery Point or any facilities on any other wholesale customer’s side of its delivery point.

Bastrop Water Conservation and Drought Contingency Plan: means, collectively, the Bastrop Water Conservation Plan and the Bastrop Drought Contingency Plan, as may be amended by the Bastrop City Council from time to time. A copy of the Bastrop Water Conservation and Drought Contingency Plan in effect as of the Effective Date is attached hereto as Exhibit “C”.

CCN: means a certificate of convenience and necessity or similar permit authorizing a specified entity to be the retail water or sewer service provider in a specified area.

City: means The City of Bastrop, Texas, a home rule municipality, organized and operating pursuant to the applicable laws of the State of Texas

City Manager: means the City of Bastrop’s City Manager.

Commission or TCEQ: means the Texas Commission on Environmental Quality or its successor agency.

Connecting Facilities: means District-owned infrastructure and facilities including, but not limited to valves, vault, backflow preventer, meter, and pressure reduction valve if required, utilized to connect any Internal Facilities to a Delivery Point.

County: means Bastrop County, Texas.

Delivery Point: means the point at which Bastrop will deliver treated water to District under this Agreement, which point shall be at the Master Meter to be installed as depicted on Exhibit “D”. Future Delivery Point(s), if any, shall be agreed upon by Bastrop, District and Developer.

Developer: means West Bastrop Village, LTD., a Texas limited partnership, its successors or assigns.

Development: means the mixed-use development of the Tract, including residential and non-residential land uses, together with parkland, open space, recreational amenities and related facilities, intended to produce developed lots.

District: means the municipal utility district organized and operating in accordance with Section 54.016, Texas Water Code and Section 42.042, Texas Local Government Code, encompassing the Tract, known as West Bastrop Village Municipal Utility District.

District System: means District’s water transmission, distribution and delivery systems that provide service to District’s retail customers through the Wholesale Water Services provided under this Agreement. The District System shall be owned, operated and maintained by West Bastrop Village Municipal Utility District and shall not include the Master Meter or any facilities on Bastrop’s side of the Delivery Point.

District Service Area: means the retail water service territory of West Bastrop Village Municipal Utility District of Bastrop County, which shall be the boundaries of the West Bastrop Village Municipal Utility District of Bastrop County.

Effective Date: means the last date of execution by all of the Parties.

ETJ: means extraterritorial jurisdiction.

Emergency: means a sudden unexpected happening; an unforeseen occurrence or condition; exigency; pressing necessity; or a relatively permanent condition or insufficiency of service or of facilities resulting from causes outside of the reasonable control of Bastrop. The term includes Force Majeure and acts of third parties that cause the Bastrop System to be unable to provide the Wholesale Water Services agreed to be provided herein.

EPA: means the United States Environmental Protection Agency.

Forced Outage: means a shut-down by Bastrop in the operation of all or a portion of Bastrop's System or by Aqua for all or part of Aqua's system, such that no water service is provided to District (i) which shut-down is, in the reasonable opinion of Bastrop, necessary or required to protect persons or property (including the System) from contamination or releases that could reasonably result in harm, injury, or material damage; and (ii) with respect to which Bastrop has notified District.

Force Majeure: means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of any governmental entity other than Bastrop or any civil or military authority, acts, orders or delays of any regulatory authorities with jurisdiction over the parties, insurrections, riots, acts of terrorism, epidemics, landslides, lightning, earthquakes, fires, hurricanes, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or any other conditions which are not within the control of a party.

Internal Facilities: means the internal Water distribution facilities and related equipment, facilities, and appurtenances within the boundaries of the District to be constructed by or on behalf of District for the District System.

Master Meter: means the water flow meter, meter vault, and all metering and telemetering equipment located at a Delivery Point to measure Wholesale Water Service to District. The Bastrop System shall include the Master Meter.

Parties: means the City, the District, and the Developer.

Planned Development Agreement or PDA: means the agreement that was entered into by the City and the Developer on August 11, 2006.

Planned Outage: means a shut-down by Bastrop in the operation of all or a portion of Bastrop's System or by Aqua for all or part of Aqua's system, such that no water service is provided to District (i) which shut-down is scheduled by Bastrop in order to carry out foreseeable preventive, corrective, and other maintenance activities on such System or which may be required by any Governmental Authority; (ii) for which Bastrop has notified District; and (iii) lasts for no more than three (3) Days unless another time period is mutually agreed-to in writing by both Parties.

SUE: means service unit equivalent which is the basis for establishing equivalency among and within various customer classes, based upon the relationship of the continuous duty flow rate in gallons per minute for a water meter of a given size and type compared to the continuous duty maximum flow rate in gallons per minute for a 5/8 " diameter simple water meter, using American Water Works Association C700-C703 standards. For purposes of this Agreement and as reflected in Bastrop Code of Ordinances Section 10.02.004, 5/8 " water meters are considered to equal one SUE; except that for multi-family development, each living unit is equivalent to 0.5 SUE.

Tract: means the approximately 347.9 acres of land within the District's boundaries.

Water Storage West: means the 250,000 gallon-elevated storage tank and 250,000 gallon-ground storage tank to be built by the City in which the District's peaking, storage and fire flow needs will be met once it is connected to the District System. Such facilities may be expanded by the City in the future to meet the needs of the City and District. The City has or will acquire necessary easements and complete construction of Water Storage West on a schedule that serves and protects the property owners and their structures in the District, but in no event later than May 31, 2020. The Water Storage West facilities are shown generally on Exhibit "E."

Wholesale Water Services: means the diversion or the production of water, the transmission thereof to a place or places of treatment, the treatment of the water into potable form, and the transmission of the potable water to the Delivery Point in a quantity not to exceed 2,785,000 gallons per day, unless increased as provided herein.

Section 1.02 Captions.

The captions appearing at the first of each numbered section or paragraph in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement.

ARTICLE II. DESIGN AND CONSTRUCTION OF FACILITIES

Section 2.01 Design and Construction of the Internal Facilities.

- a. District will be responsible for design and construction of, or for causing one or more third parties to design and construct, the Internal Facilities within the District System.
- b. District agrees to be responsible for and pay for all costs of rights-of-way, easements, design, engineering, contracting, construction and inspection of the Internal Facilities; provided that District may require Developer to be responsible and pay for all or a portion of the costs of rights-of-way, easements, design, engineering, contracting, construction, and inspection of the Internal Facilities.
- c. The Internal Facilities will be designed and constructed in accordance with applicable regulations and specifications of Bastrop, the State of Texas and United States, and with the terms and conditions of this Agreement.

Section 2.02 Design and Construction of the Connecting Facilities.

- a. District shall be responsible for design and construction of, or for causing one or more third parties to design and construct, any Connecting Facilities, or modification to the existing Connecting Facilities, required for the transmission of water from the Bastrop System.
- b. Subject to the terms and conditions of this Agreement, District agrees to engage or cause to be engaged the services of a professional engineer registered in Texas to produce the engineering design, including detailed plans and specifications for Connecting Facilities in conformance with Bastrop's design criteria and construction standards in effect as of the Effective Date, and any approved variances. Notwithstanding the foregoing, at the option

of the District or Developer, District or Developer may avail itself of any change to laws, rules, regulations or ordinances affecting design of facilities for the Tract. The plans and specifications will address the sizing, routing, material selection, service method, cost estimates, proposed construction schedule, and easements, and such other and further information related to design and construction as Bastrop deems reasonably necessary or advisable for proper review and assessment of the plans and specifications. The design for the Connecting Facilities shall be procured at District's sole expense; provided that District may cause Developer to be responsible for designing the Connecting Facilities, and the cost thereof. The plans and specifications for the Connecting Facilities will be submitted to Bastrop for review and comment before District approves said plans and specifications. Review of plans and specifications are subject to applicable City review fees. District shall cause any comments provided by Bastrop to be addressed.

- c. District solely shall be responsible for funding construction, and all costs related thereto, of the Connecting Facilities, or for causing one or more third party developers or owners of land within the District Service Area to be responsible for funding construction, and all costs related thereto, of the Connecting Facilities.
- d. District agrees to be responsible for, and pay for all costs of rights-of-way, easements, design, engineering, contracting, construction and inspection of the Connecting Facilities required to be constructed for the connection to the Bastrop System, or for causing Developer to be responsible for and to pay all costs of rights-of-way, easements, design, engineering, contracting, construction and inspection of the Connecting Facilities required to be constructed for the connection to the Bastrop System.
- e. The parties will cooperate in good faith to determine the location of Connecting Facilities that are located in Bastrop's ETJ and within the District boundaries. Bastrop agrees to cause the dedication of easements or rights-of-way that may be necessary for the location and installation of Connecting Facilities within the ETJ of Bastrop. Pursuant to separate written instruments, Bastrop will further allow District to access and use rights-of-way and easements owned or controlled by City for the purpose of installing, constructing, repairing, replacing, maintaining, and operating or causing to be installed, constructed, repaired, replaced, maintained and operated, Connecting Facilities.

Section 2.03 Notification of Commencement of Construction on Connecting Facilities.

After all required approvals for construction of the Connecting Facilities are obtained, but prior to commencement of construction, District will provide, or cause to be provided, written notice to Bastrop of the date on which construction of the Connecting Facilities is scheduled to commence. Bastrop must receive this written notice at least five (5) days before the scheduled construction date.

Section 2.04 Inspection and Acceptance of a Portion or All of the Connecting Facilities.

The Parties agree that Bastrop has the right to make periodic inspections during the construction phase of the Connecting Facilities. Acceptance of the Connecting Facilities constructed by District is subject to final inspection by Bastrop.

Section 2.05 Agreement to Submit As-Built or Record Drawings and Final Plats.

District agrees to provide, or cause to be provided to Bastrop:

- a. as-built or record drawings of all Internal Facilities and Connecting Facilities that contribute directly to the Bastrop System; and
- b. final plats for property located within the District Service Area; within thirty (30) days of District receiving them, not to exceed sixty (60) days following completion and acceptance of the construction of such facilities or recording of the final plat, as appropriate.

Section 2.06 Ownership and Operation of Connecting Facilities.

Except as set forth below or otherwise agreed, District shall own and operate all Connecting Facilities located on its side of a Delivery Point after completion of construction by District or the Developer, and acceptance of the Connecting Facilities by Bastrop.

ARTICLE III. PROVISION OF WHOLESALE WATER SERVICES**Section 3.01 Wholesale Water Services.**

(a) Bastrop agrees to provide Wholesale Water Services to District in amount not to exceed 2,785,000 gallons per day (which includes peaking use, storage, and fire flow) and in accordance with the flow limitations and other provisions of this Agreement, all as hereafter specified. Provided, however, to allow flexibility to respond to market conditions, subject to prior written notice by the District or Developer and approval by the City, the wholesale water service commitment, currently 2,785,000 gallons per day can be increased without the need for amending this Agreement so long as such increase does not exceed the wholesale water service commitment set forth herein by more than 25%. In such event, Bastrop City Manager shall provide a letter to the District and Developer, within sixty (60) days of receipt of notice from the District and/or Developer requesting such increase in wholesale water service commitment, approving the increased wholesale water service commitment.

(b) The wholesale water service commitment, initially 2,785,000 GPD, is based on a quantity of gallons per day to be provided to the District and is not limited to a specific number of SUEs. Although such amount is initially calculated at an amount sufficient to provide wholesale water service to at least 1,500 SUEs, the actual number of SUEs that may ultimately be served pursuant to this Agreement may increase if City determines, at any time, that the actual daily water use per connection is less than current use assumptions.

Section 3.02 District Responsible for Retail Connections.

District will be solely responsible for providing retail water service within the District Service Area. District will be solely responsible for the proper and lawful application of District's policies and regulations governing connection to the District System.

Section 3.03 Source.

- a. Bastrop, by entering into this Agreement with District and Developer, confers upon District, the right to purchase on a wholesale basis water in amount not to exceed 2,785,000 gallons per day from the water secured by Bastrop from Aqua Water Supply Corporation.
- b. In the event that the amount of water supplied by Aqua to Bastrop pursuant to the Bastrop Aqua Agreement is reduced, the amount of water supply available to the District pursuant to this Agreement shall be reduced on a pro rata basis among all City water users. Provided, however, upon completion of the City's water plant, which is anticipated to be completed by 2022, the City will provide sufficient water to the District, subject to the conditions in Section 3.12, such that the water supplied to the District pursuant to this Agreement is not reduced due to any reduction of water by Aqua to Bastrop pursuant to the Bastrop Aqua Agreement.

Section 3.04 Title to and Responsibility for Water; Delivery Point(s).

- a. Title to the water diverted, treated and transported to District by Bastrop under this Agreement shall remain with Bastrop at all times until it reaches the Delivery Point. At the Delivery Point, title, control and dominion of the water shall pass to District.
- b. District shall be solely responsible for conveying water from the Delivery Point to the District's intended places of use. At its cost and expense, District may change the Delivery Point from time to time following prior written notice to and written approval by Bastrop, which approval shall not be unreasonably withheld, denied or delayed.

Section 3.05 Quantity and Pressure.

Subject to the terms of this Agreement, Bastrop agrees to deliver potable water to District all water needed and requested by District for the District Service Area, up to, but not in excess of: (i) a minimum of 1,855 GPD per SUE (ii) a maximum hourly delivery of 200,000 gallons per hour; (iii) a maximum daily delivery of 2,785,000 gallons per day; (iii) a maximum yearly delivery of 383,250,000 per year; and (iv) a maximum flow rate of 1.5 gallons per minute per connection at a delivery pressure of 35 psi as measured at the Delivery Point. The service provided by Bastrop shall provide for peaking, storage and fire flows, including standards found in 30 Texas Administrative Code, Chapter 290, Subchapter F (the "TCEQ Requirements").

Section 3.06 Quality of Water Delivered to District.

The water delivered by Bastrop at the Delivery Point shall be potable water of a quality conforming to the requirements of any applicable federal or state laws, rules, regulations or orders, including requirements of the TCEQ applicable to water provided for human consumption and other domestic use, specifically to satisfy the TCEQ Drinking Water Standards Governing Drinking

Water Quality and Reporting Requirements for Public Water Systems, 30 Tex. Admin. Code Chapter 290, Subchapter F, as currently in effect or as may be amended from time to time. The water that Bastrop delivers to the District shall be of the same quality of water that Bastrop delivers to its retail members. Each party agrees to provide to the other party, in a timely manner, any information or data regarding this Agreement or the quality of treated water provided through this Agreement as required for reporting to the TCEQ or other state and federal regulatory agencies.

Section 3.07 Maintenance and Operation; Future Construction.

- a. Bastrop shall be responsible for operating, maintaining, repairing, replacing, extending, improving and enlarging the Bastrop System, including the Master Meter, in good working condition and shall promptly repair any leaks or breaks in the Bastrop System. Bastrop commits to completing construction, by May 31, 2020, of additional water storage known as Water Storage West to consist of one elevated 250,000-gallon storage tank and one 250,000-gallon ground storage tank in which the District's peaking, storage and fire flow needs will be met once it is connected to the District System. The City has or will acquire necessary easements and complete construction of Water Storage West on a schedule that serves and protects the property owners and their structures in the District, but in no event later than May 31, 2020. In the event such facilities have not been constructed by the City to meet the District's development schedule, the District shall have the right, but not the obligation, to construct, , such facilities as are necessary to meet the needs of the District.
- b. District shall be responsible for operating, maintaining, repairing, replacing, extending, improving and enlarging the District System in good working condition and shall promptly repair any leaks or breaks in the District System.

Section 3.08 Rights and Responsibilities in Event of Leaks or Breaks.

District shall be responsible for paying for all water delivered to it under this Agreement at the Delivery Point even if such water passed through the Delivery Point as a result of leaks or breaks in the District System.

Section 3.09 Commencement of Wholesale Water Service.

Bastrop will commence the provision of Wholesale Water Service to District upon final inspection and approval of Connecting Facilities to the District.

Section 3.10 Wholesale Service Commitment Not Transferable.

Bastrop's commitment to provide Wholesale Water Services pursuant to this Agreement is solely to District. District may not assign or transfer in whole or in part it's right to receive Wholesale Water Services without Bastrop's prior written approval.

Section 3.11 Conservation and Drought Planning.

Within ninety (90) days of the date the District begins operation of the District Water System, the District shall adopt a water conservation plan consistent with and no less stringent than the City's

drought contingency plan then in effect and in compliance with TCEQ Rules, 30 Texas Administrative Code, Chapter 288. A copy of the City's current drought contingency plan is attached as Exhibit "C" to this Agreement.

Section 3.12 Curtailment of Service.

The Parties agree that if Water Service is curtailed by Bastrop due to a Planned Outage, Forced Outage or Emergency, Bastrop may impose a like curtailment, with notice to District, on Wholesale Water Service delivered to District under this Agreement. Bastrop will impose such curtailments in a nondiscriminatory fashion. The curtailment Bastrop imposes on District shall be equal in duration to the curtailment imposed on Bastrop's retail members.

For Planned Outages, Bastrop shall provide notice to District of the duration of any Planned Outages to be conducted by Bastrop that may affect water service to the District at least thirty (30) days prior of the planned outage. To the extent reasonably possible, Bastrop shall coordinate the timing of any Planned Outage with District and shall cooperate with District to minimize the impact of any Planned Outage on the operation and maintenance of District's system.

When a Forced Outage or Emergency occurs curtailing water service to District, Bastrop shall notify District of the existence, nature, and expected duration of the Forced Outage as soon as practical. Bastrop shall use its best efforts to ensure that any interruption in the delivery of wastewater service due to a Forced Outage or Emergency shall continue only for so long as reasonably necessary. Bastrop shall immediately inform District of any changes in the nature and expected duration of such Forced Outage.

Section 3.13 Cooperation during Maintenance or Emergency.

District will reasonably cooperate with Bastrop during periods of Emergency or required maintenance. If necessary, upon prior notice, District will operate and maintain the District System in a manner reasonably necessary for the safe and efficient completion of repairs or the replacement of facilities, the restoration of service, and the protection of the public health, safety, and welfare.

Section 3.14 Re-sale of Water Prohibited.

District is prohibited from selling any water sold to District hereunder to any person or entity, except to its retail water customers served within its boundaries.

Section 3.15 CCN Amendment.

Following execution of this Agreement, and prior to provision of Wholesale Water Service by Bastrop, Developer, at its expense, will prepare, file and pursue decertification of the Tract from Aqua's CCN and City agrees to cooperate with Developer in connection with same.

ARTICLE IV. WATER METERING PROVISIONS

Section 4.01 Meter Specifications.

All meters shall be as specified in Exhibit “F” and installed as specified in Exhibit “G”.

Section 4.02 Master Meter Accuracy.

Meters shall meet accuracy standards required by the AWWA with calibration maintained as described in Section 4.03.

Section 4.03 Meter Calibration.

- a. The Master Meter(s) shall be calibrated each calendar year by City at City’s sole cost and expense. District shall be provided 30 days prior notice of each such calibration, and a representative of District may be present to observe each calibration.
- b. In the event any question arises at any time as to the accuracy of the Master Meter, but not more than a frequency of once per consecutive twelve (12) month period without mutual consent of both Parties, then the Master Meter shall be tested by Bastrop promptly upon demand of District. The expense of such test shall be borne by District, unless such meter is found to be registering inaccurately. The District shall have the right to test the meter at any time at its cost and expense.
- c. If, as a result of any test, the Master Meter is found to be registering inaccurately (in excess of AWWA and manufacturer’s standards for the type and size of meter), the readings of the Master Meter shall be corrected at the rate of their inaccuracy for any period which is definitely known or agreed upon, if no such period is known or agreed upon, the shorter of:
 1. a period extending back either sixty (60) days from the date of demand for the test or, if no demand for the test was made, sixty (60) days from the date of the test; or
 2. a period extending back one-half of the time elapsed since the last previous test; and the records of the readings, and all payments which have been made on the basis of such readings, shall be adjusted accordingly.

ARTICLE V. FIRE FLOW

Section 5.01. Fire flow Availability.

Sixty days from the preconstruction meeting, City will provide water to the District for up to fifty-three (53) connections without fire flow.

City is under contract to construct Water Storage West, a 250,000-gallon elevated storage tank and 250,000-gallon ground storage tank, with an anticipated completion date of May 31, 2020, subject to change based on weather and other factors. Fire flow will be available to the District within thirty (30) days of completion of Water Storage West and connection of the water line to the District. In the event such facilities have not been constructed by the City by May 31, 2020, the District shall have the right, but not the obligation, to construct, and such facilities as are necessary to meet the needs of the District.

Section 5.02 Hydrants.

Fire hydrants shall be painted as specified in 2009 NFPA 291 Chapter 5, Appendix B.

Section 5.03 Measurement of Water Used for Fire Flow.

The measurement of water used for fire flow shall be based on reports provided to Bastrop by the responding fire department documenting the number of gallons pumped over the duration of the response.

ARTICLE VI. WATER RATES AND CHARGES

Section 6.01 Wholesale Water Rates, Fees and Charges.

District will pay Bastrop for the Wholesale Water Service provided under this Agreement based on a monthly fixed charge plus the volumetric charge.

Section 6.02 Monthly Fixed Charge.

District will pay Bastrop the monthly fixed charge comprised of the Source Cost per MGD of subscribed capacity, plus the Transmission Cost per MGD of subscribed capacity, plus a Customer Charge per wholesale meter as adopted in Bastrop Code of Ordinances Section A13.02.004(b). Such fee shall be subject to change from time to time when Bastrop wholesale rates are reviewed. The initial monthly fixed charge is as follows:

Source Cost	\$45,000 per MGD of subscribed capacity
Transmission Cost	\$4,243.70 per MGD of subscribed capacity
Customer Charge	<u>\$2.23 per wholesale meter</u>

Section 6.03 Volumetric Charge.

- a. Bastrop will measure water flows monthly based on monthly readings of the Master Meter. The total of this amount multiplied by the volumetric rate will be used by Bastrop to compute the volume charge as provided in Section 6.03(b) below.
- b. The volumetric rate shall be Bastrop's Wholesale Volumetric Water Rate as adopted in Bastrop Code of Ordinances Section A13.02.004(b), which rate is initially \$1.97 per 1,000 gallons of actual consumption. Such fee shall be subject to change from time to time when Bastrop retail rates are reviewed.
- c. Bastrop may amend the volumetric rate from time to time when Bastrop retail rates are reviewed.

Section 6.04 Changes to Rates and Fees.

Bastrop shall provide written notice to District of any rate adjustments not later than thirty (30) days prior to the effective date thereof. The City agrees that a change in the monthly fixed charge or volumetric charge will not become effective against the District until thirty (30) days after effective written notice to the District if a change is provided by the City.

Section 6.05 District Water Rates and Charges.

District will determine and charge its retail water customers such rates as are determined by its governing body. During the term of this Agreement, District will fix and collect rates and charges for retail water service that are, in the opinion of its governing body, sufficient, together with any other revenues available to District, to produce the amount necessary to operate, repair, and maintain the District System, and to pay the cost of Wholesale Water Service from Bastrop. District will be solely responsible for ensuring that its retail rates and charges are determined and collected in accordance with applicable law.

Section 6.06 District and Developer to Pay All Costs for Connection to the City.

The District, or Developer if the District does not have sufficient funds, will pay the entire cost of connection to the City's Water System.

Section 6.07 Wholesale Water Rates.

The City shall invoice the District for wholesale water delivery and treatment service at the same rate that the City charges its other wholesale customers for fixed and volumetric charges. The District shall pay the City monthly, one month in arrears, as more fully described in Article VII of this Agreement.

Section 6.08 District Payment for Wholesale Service.

- c. Billing for wholesale service will commence after the first date water service is provided to the District. The City will send one bill to the District on or after the first day of each month after the date water service has commenced.

- d. By the 30th day of each month or the first business day following the 30th day if the 30th day falls on a weekend or holiday, District shall deliver to Bastrop the total number of SUEs connected to the System during the previous month. The District shall provide, annually, the projected number of SUEs for which wastewater service is expected to be provided for the future twelve Billing Periods.

ARTICLE VII. WHOLESALE WATER BILLING METHODOLOGIES; REPORTS AND OTHER RELATED MATTERS

Section 7.01 Monthly Statement.

For each monthly billing period, Bastrop will forward to District a bill providing a statement of the Fixed Charge and the total Volume Charge owed by District for Wholesale Water Service provided to District during the previous monthly billing period. A sample billing statement is attached as Exhibit "H." District will pay Bastrop for each bill submitted by Bastrop to District by check or bank-wire on or before thirty (30) days from the date of receipt of the invoice. Payments shall be mailed to the address indicated on the invoice or can be hand-delivered to Bastrop's headquarters in Bastrop County, Texas. If payments will be made by bank-wire, District shall verify wiring instructions. Payment must be received at Bastrop's headquarters or bank by the due date in order not to be considered past due or late. In the event District or an assignee responsible for payment in accordance with this Agreement fails to make payment of a bill within said thirty (30) day period, District shall pay in addition, Bastrop's then current delinquent account charges in accordance with Bastrop Code of Ordinances Section 13.02.006 on the unpaid balance of the invoice.

Section 7.02 Monthly Billing Calculations.

Bastrop will compute the sum of the fixed charge and the volume charge for Wholesale Water Service on the basis of monthly readings of the Master Meter and will bill District such sum on a monthly basis.

Section 7.03 Effect of Nonpayment.

With respect to monthly billings, if Bastrop has not received payment from District by the due date, the bill will be considered delinquent, unless contested in good faith. In such event, Bastrop will notify District of such delinquency in writing, and if District fails to make payment of the delinquent billing within thirty (30) calendar days from the date of transmittal of such written notice of delinquency from Bastrop, then Bastrop may, at its discretion, terminate or reduce the level of Wholesale Water Service to District until payment of all sums owed, including applicable disconnection and reconnection fees is made.

Section 7.04 Protests, Disputes or Appeals.

Nothing in this Agreement is intended to limit, impair or prevent any right of District to protest, dispute or appeal with respect to rate making, the establishment of fees and charges or any other

related legal or administrative proceedings affecting services or charges to District under this Agreement.

Section 7.05 Records and Reports.

The District shall promptly provide to the City upon written request, copies of any District records or documents relating to the construction, operation, maintenance, or repair of the District System.

ARTICLE VIII. REGULATORY COMPLIANCE

Section 8.01 Agreement Subject to Applicable Law.

The Agreement will be subject to all valid rules, regulations, and applicable laws of the United States of America, the State of Texas and/or any other governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.

Section 8.02 Cooperation to Assure Regulatory Compliance.

Each Party will cooperate in good faith with the other Party at all times to assure compliance with any applicable governmental requirements where noncompliance or non-cooperation may subject the Parties to penalties, loss of grants or other funds, or other adverse regulatory action in the performance of this Agreement.

ARTICLE IX. TERM, TERMINATION, DEFAULT, REMEDIES

Section 9.01 Term and Termination.

- a. This Agreement shall become effective upon the Effective Date and shall extend until _____, 2069 unless terminated earlier as provided herein. Provided, however, unless the District provides at least six (6) months' written notice to the City prior to the end of the first fifty year term, the Agreement shall be renewed for one additional term of fifty (50) years.
- b. District may terminate this Agreement by providing not less than sixty (60) days written notice of termination to Bastrop.
- c. In the event that the Bastrop Aqua Agreement is terminated or expires, this Agreement shall be terminated and be of no further force or effect. The City shall give six (6) months prior written notice of an anticipated termination or expiration of the Bastrop Aqua Agreement. In the event this Agreement is terminated in accordance with this provision, Bastrop agrees to enter into a wholesale water service agreement, in substantially similar terms, with the District to provide water service sufficient to meet the District's needs at full build-out.

Section 9.02 Default.

- a. In the event District shall default in the payment of any amounts due to Bastrop under this Agreement, or in the performance of any material obligation to be performed by District

under this Agreement, then Bastrop shall give District at least thirty (30) days' written notice of such default and the opportunity to cure same. Thereafter, Bastrop shall have the right to pursue any remedy available at law or in equity (other than termination of this Agreement), pending cure of such default by District.

- b. In the event Bastrop shall default in the performance of any material obligation to be performed by Bastrop under this Agreement, then District shall give Bastrop at least thirty (30) days' written notice of such default and the opportunity to cure same. Thereafter, in the event such default remains uncured, the District shall have the right to pursue any remedy available at law or in equity, pending cure of such default by Bastrop.

Section 9.03 Additional Remedies upon Default.

It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies existing at law or in equity may be availed of by any party and shall be cumulative of the remedies provided. Recognizing however, that Bastrop's undertaking to provide Wholesale Water Service to the District System is an obligation, failure in the performance of which cannot be adequately compensated in money damages alone, Bastrop agrees, in the event of any default on its part, that District shall have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination of this Agreement) that may also be available. In recognition that failure in the performance of District's obligations could not be adequately compensated in money damages alone, District agrees in the event of any default on its part that Bastrop shall have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination of this Agreement) that may also be available to Bastrop including the right to obtain a writ of mandamus or an injunction against District requiring the District to collect rates and charges sufficient to pay the amounts owed to Bastrop by District under this Agreement. If either party institutes legal proceedings to seek adjudication of an alleged default under this Agreement, the prevailing party in the adjudication shall be entitled to its reasonable and necessary attorneys' fees. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS SUBJECT TO SUBCHAPTER I, CHAPTER 271, TEXAS LOCAL GOVERNMENT CODE.

ARTICLE X. GENERAL PROVISIONS

Section 10.01 Assignability.

Assignment of this Agreement is prohibited without the prior written consent of the other parties, which consent shall not be unreasonably withheld, delayed or conditioned.

Section 10.02 Amendment.

This Agreement may be amended or modified only by written agreement duly authorized by the respective governing bodies of District and Bastrop and executed by duly authorized representatives of each.

Section 10.03 Necessary Documents and Actions.

Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

Section 10.04 Entire Agreement. This Agreement constitutes the entire agreement of the Parties and this Agreement supersedes any prior or contemporaneous oral or written understandings or representations of the Parties regarding Wholesale Water Service by Bastrop to District for the District Service Area.

Section 10.05 Applicable Law.

This Agreement will be construed under and in accordance with the laws of the State of Texas.

Section 10.06 Venue.

All obligations of the Parties created in this Agreement are performable in Bastrop County, Texas, and venue for any action arising under this Agreement will be in Bastrop County, Texas.

Section 10.07 Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than to the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

Section 10.08 Duplicate Originals.

This Agreement may be executed in duplicate originals each of equal dignity.

Section 10.09 Notices.

Any notice required under this Agreement may be given to the respective Parties by deposit in regular first-class mail or by hand-delivery the address of the other party shown below:

DISTRICT: West Bastrop Village Municipal Utility District
Allen Boone Humphries Robinson, LLP
1108 Lavaca, Suite 510
Austin, TX 78701
Attn: D. Ryan Harper

DEVELOPER: West Bastrop Village, Ltd.
610 West 5th St., Ste. 601
Austin, TX 78701
Attn: David C. Mahn

CITY OF BASTROP: City of Bastrop
1311 Chestnut Street
Bastrop, Texas 78602
Attn: City Manager

WITH REQUIRED COPY TO: Alan Bojorquez
Bojorquez Law Firm, PC
12325 Hymeadow Drive, Suite 2-100
Austin, Texas 78750

Notices shall be deemed received on the date of hand delivery or within three (3) days of deposit in first-class mail.

Section 10.10 Consents and Approvals.

Wherever this Agreement requires any Party, or its agents or employees to provide a consent, approval or similar action, the parties agree that such consent, approval or similar action will not be unreasonably withheld or delayed.

Section 10.11 Severability.

Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

Section 10.12 Records.

Bastrop and District each agree to preserve, for a period of at least two (2) years from their respective dates of origin, all books, records, test data, charts and other records pertaining to this Agreement. Bastrop and District shall each, respectively, have the right during reasonable business hours to inspect such records to the extent necessary to verify the accuracy of any statement, charge or computation made pursuant to any provisions of this Agreement.

Section 10.13 State Approval; Compliance with TCEQ Rules.

Anything herein to the contrary notwithstanding, it is the intention of the parties that this Agreement fully comply with the requirements of the TCEQ applicable to public drinking water systems which receive water through a sole-source water supply contract, including the requirements of 30 Texas Administrative Code, Section 290.45(f). The parties each agree to provide any information which may be requested by the other in order to respond to any inquiries

or reports required by the TCEQ. If, at any time, it is determined that this Agreement does not comply with all applicable TCEQ requirements, the parties agree to cooperate to modify this Agreement in order to effect such compliance.

Section 10.14 Force Majeure.

If any party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, other than an obligation to pay or provide money, then such obligations of that party to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the affected party, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of the affected party.

Section 10.15 Good Faith.

Each party agrees that, notwithstanding any provision herein to the contrary (i) it will not unreasonably withhold or condition or unduly delay any consent, approval, decision, determination or other action which is required or permitted under the terms of this Agreement, and (ii) it will act in good faith and shall at all times deal fairly with the other party.

Section 10.16 Authority of Parties Executing Agreement, Validity.

By their execution, each of the individuals executing this Agreement on behalf of a Party represents and warrants to the other Party that he or she has the authority to execute the document in the capacity shown on this document. Each of the Parties further represent and warrant that this Agreement constitutes a valid and binding contract, enforceable against it in accordance with its terms.

Section 10.17 Exhibits.

The following exhibits are attached to and incorporated into this Agreement for all purposes:

- Exhibit A: Metes and Bounds Description of the Land
- Exhibit B: Bastrop Aqua Agreement
- Exhibit C: Bastrop Water Conservation and Drought Contingency Plan
- Exhibit D: Map Showing Locations of Water Delivery Points, Water Connection Points
- Exhibit E: Location of Water Storage West Facilities
- Exhibit F: Meter Specifications
- Exhibit G: Meter Installation Specifications
- Exhibit H: Sample Billing Statement

Section 10.18 Effective Date and Counterparts.

This Agreement will be effective from and after the last date of due execution by all Parties. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

Remainder of Page Intentionally Left Blank

CITY OF BASTROP, TEXAS

By: _____
Name: Lynda Humble
Title: City Manager
Date: _____

ATTEST: _____
City Secretary

WEST BASTROP VILLAGE, LTD.

A Texas limited partnership

By: WBV GP, LLC

A Texas limited liability company, general partner

By: _____
David C. Mahn

Title: Manager

Date: _____

STATE OF _____ §

§

COUNTY OF _____ §

§

This instrument was acknowledged before me on the ____ day of _____, 2018, by David C. Mahn, Manager of WBV GP, LLC, a Texas limited liability company, General Partner of West Bastrop Village, Ltd., a Texas limited partnership, on behalf of said limited liability company as general partner of the general partner of the limited partnership.

Notary Public, State of _____

Exhibit "A"

Metes and Bounds Description of the Land

Exhibit “B”

Bastrop Water Conservation and Drought Contingency Plan

Exhibit “C”

Map Showing Location of Water Delivery Point

Exhibit “D”
Meter Specifications

Exhibit “E”

Meter Installation Specifications

Exhibit “F”

Sample Billing Statement



STAFF REPORT

MEETING DATE: September 10, 2019

AGENDA ITEM: 9N

TITLE:

Consider action to approve Resolution No. R-2019-68 of the City Council of the City of Bastrop, Texas, adopting a wholesale wastewater agreement with West Bastrop Village Municipal Utility District of Bastrop County and West Bastrop Village, Ltd.; attached in Exhibit A; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Lynda Humble, City Manager

Trey Job, Assistant City Manager of Development Services

BACKGROUND/HISTORY:

The City of Bastrop hired NewGen Services to assist with the development of a wholesale wastewater rate that will allow the City of Bastrop to manage the imminent growth while remaining fiscally sustainable. As Austin continues to grow and be consistently named one of the most desirable places to live, growth will continue to move east toward Bastrop. It is vital that the City of Bastrop be poised and ready to handle development. The current City Council has made a commitment to be prepared for the expected growth. The daunting task of managing a Certificate of Convenience and Necessity (CCN) that is three times larger than the present city limits is important to future growth and fiscal sustainability.

A standardized draft wholesale wastewater agreement was approved by Council in April of 2019. Since that time, the City of Bastrop has acquired a wholesale customer who had several questions. As a result of those questions, Staff met with the future customer and provided clarity. The attached agreement reflects the changes that were made to better clarify and/or answers the questions as follows:

- Better defining the “Connecting Facilities” and associated cost.
- Providing the current impact fees for water & wastewater.
- Simplifying the impact fee calculations and the cost of reserving capacity in the wastewater treatment plant (WWTP).
- Meter specifications and ownership of the meters.
- Current and future WWTP capacity and the ability of the developer to assign to another project.
- Term of the agreements. (50 yrs.)
- Inflow & infiltration testing requirements and limits.
- Sewer strength surcharge fees.

POLICY EXPLANATION:

The City Charter grants the City Council the authority in Section 3.01 Powers and Duties (13) provide for a sanitary sewer and water system and require property owners to connect with such

sewer system and provide for penalties for failure to make sanitary sewer connections. The City's Code of Ordinance further established areas of service and utility rates.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve Resolution No. R-2019-68 of the City Council of the City of Bastrop, Texas, adopting a wholesale wastewater agreement with West Bastrop Village Municipal Utility District of Bastrop County and West Bastrop Village, Ltd.; attached in Exhibit A; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Wholesale Wastewater Agreement



RESOLUTION NO. R-2019-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ADOPTING A WHOLESALE WASTEWATER AGREEMENT WEST BASTROP VILLAGE MUNICIPAL UTILITY DISTRICT OF BASTROP COUNTY AND WEST BASTROP VILLAGE, LTD.; ATTACHED IN EXHIBIT A; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop City Council understands the importance of fiscal sustainability; and

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

WHEREAS, the City of Bastrop understands the importance of focusing on the standardization of wastewater wholesales and providing fairness and consistency; and

WHEREAS, the City of Bastrop adopted a standardized wholesale wastewater agreement on April 23, 2019 by Resolution R-2019-32; and

WHEREAS, the City of Bastrop chooses to approve the attached wholesale wastewater agreement shown as exhibit A; and

WHEREAS this Resolution R-2019-68 expressly repeals and replaces Resolution R-2019-32; and

WHEREAS, the City of Bastrop City Council has unequivocally committed to fiscal sustainability, responsibly managing growth, and taking definitive action towards lasting solutions.

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

Section 1. The City Manager is hereby authorized to execute a contract between the City of Bastrop and West Bastrop Village Municipal Utility District of Bastrop County and West Bastrop Village Ltd. (attached as Exhibit A) as well as all other necessary documents.

Section 2. The City Council adopts a standardized wholesale wastewater agreement, as attached in Exhibit A, for use with future wholesale customers.

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

Section 4. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas this 10th day of September 2019.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

**WHOLESALE WASTEWATER AGREEMENT
BETWEEN CITY OF BASTROP, WEST BASTROP VILLAGE MUNICIPAL UTILITY
DISTRICT OF BASTROP COUNTY AND WEST BASTROP VILLAGE, LTD.**

This WHOLESALE WASTEWATER AGREEMENT (“**Agreement**”) is made and entered into by and between the CITY OF BASTROP, a home rule city located in Bastrop County (“**Bastrop**” or “**City**”) and the West Bastrop Village Municipal Utility District of Bastrop County, a political subdivision of the state operating under Chapters 49 and 54, Texas Water Code (“**District**”), and West Bastrop Village, LTD., a Texas limited partnership (“**Developer**”) (collectively referred to herein as the “**Parties**”). The Parties hereby mutually agree as follows:

RECITALS

WHEREAS, the City and the Developer entered into a Planned Development Agreement, to be known in this Agreement as “the PDA” on August 11, 2006, requiring a wholesale utility agreement; and

WHEREAS, by Resolution R-2006-24, on September 13, 2006, the City granted consent for creation of West Bastrop Village Municipal Utility District; and

WHEREAS, by Order signed on April 24, 2007, the Texas Commission on Environmental Quality granted the Petition for Creation of West Bastrop Village Municipal Utility District; and

WHEREAS, by Resolution R-2007-12 the City confirmed its consent for creation of the West Bastrop Village Municipal Utility District, on June 26, 2007; and

WHEREAS, the District encompasses approximately 347.9 acres of land within the extraterritorial jurisdiction (“ETJ”) of the City (the “Tract”). The Tract is more particularly described in Exhibit “A”; and

WHEREAS, Developer intends to develop the Tract as a master-planned, mixed-use community, initially to be referred to as “West Bastrop Village” projected to consist primarily of residential uses, expected at the time of execution of this Agreement to include approximately 1,500 homes, and also will include other limited nonresidential uses (the “Development”); and

WHEREAS, the Tract is within Bastrop’s sewer CCN (20466) (Exhibit “B”), from which the City will provide wastewater services to the District; and

WHEREAS, Bastrop, District and Developer wish to enter into this Agreement, to provide the terms of wholesale wastewater service for the benefit of the present and future residents of the City and the District; and

NOW, THEREFORE, for and in consideration of the agreements set forth below, the City, District and Developer agree as follows:

ARTICLE 1. DEFINITIONS

Section 1.01 Definitions of Terms.

In addition to the terms otherwise defined in the above recitals; in the City's ordinances; or the provisions of this Agreement, the terms used in this Agreement will have the meanings set forth below.

Agreement: means this Wholesale Wastewater Agreement by and among the City of Bastrop, Texas, District, and Developer.

Bastrop System: means all of the Wastewater equipment, lines, components and facilities of Bastrop that are used for the collection, transportation, treatment, monitoring, regulation and disposal of Wastewater received from the District, including the Existing Wastewater Treatment Plant, and WWTP#3.

Billing Period: means the monthly billing period established by Bastrop in its sole discretion, which may be a calendar month, or other monthly period as established by Bastrop.

CCN: means a certificate of convenience and necessity or similar permit authorizing a specified entity to be the retail water or sewer service provider in a specified area.

City: means The City of Bastrop, Texas, a home rule municipality, organized and operating pursuant to the applicable laws of the State of Texas

City Manager: means the City of Bastrop's City Manager

Commission or TCEQ: means the Texas Commission on Environmental Quality or its successor agency.

Connecting Facilities: means District-owned infrastructure and facilities utilized to connect any Internal Facilities to a Point of Entry, including but not limited to a lift station, meter vault, check valves, air release valves or a manhole.

Costs of the System: means all of Bastrop's costs of acquiring, constructing, developing, permitting, implementing, expanding, improving, enlarging, bettering, extending, replacing, repairing, maintaining, and operating the Bastrop System, including, without limiting the generality of the foregoing, the costs of property, interests in property, capitalized interest, land, easements and rights-of-way, damages to land and property, leases, facilities, equipment, machinery, pumps, pipes, tanks, valves, fittings, mechanical devices, office equipment, assets, contract rights, wages and salaries, employee benefits, chemicals, stores, material, supplies, power, supervision, engineering, testing, auditing, franchises, charges, assessments, claims, insurance, engineering, financing, consultants, administrative expenses, auditing expenses, legal expenses and other similar or dissimilar expenses and costs required for the Bastrop System in accordance with policies of Bastrop's City Council.

Daily BOD loading: means the daily biochemical oxygen demand loading as measured based on the arithmetic average of all samples, grab or composite, within a calendar month, consisting of at least four separate representative samples taken in accordance with the Permit.

Developer: means West Bastrop Village, LTD., a Texas limited partnership, its successors or assigns.

Development: means the mixed-use development of the Tract, including residential and non-residential land uses, together with parkland, open space, recreational amenities and related facilities, intended to produce developed lots.

District: means the municipal utility district organized and operating in accordance with Section 54.016, Texas Water Code and Section 42.042, Texas Local Government Code, encompassing the Tract, known as West Bastrop Village Municipal Utility District.

District System: means the Wastewater facilities of the District for collection and transportation of Wastewater from its retail customers to the Points of Entry into the Bastrop System.

District Service Area: means the retail wastewater service territory of the West Bastrop Municipal Utility District, which shall be the boundaries of the West Bastrop Municipal Utility District.

Effective Date: means the last date of execution by all of the Parties.

ETJ: means extraterritorial jurisdiction.

Emergency: means a sudden unexpected happening; an unforeseen occurrence or condition; exigency; pressing necessity; or a relatively permanent condition or insufficiency of service or of facilities resulting from causes outside of the reasonable control of Bastrop. The term includes Force Majeure and acts of third parties that cause the Bastrop System to be unable to provide the Wholesale Wastewater Services agreed to be provided herein.

EPA: means the United States Environmental Protection Agency.

Existing Wastewater Treatment Plant: means the City-owned 1.4 MGD wastewater treatment plant operating pursuant to TPDES Permit No. WQ001107600, a copy of which is attached as Exhibit "C".

Forced Outage: means a shut-down by Bastrop in the operation of all or a portion of Bastrop's System, such that no wastewater service is provided to District (i) which shut-down is, in the reasonable opinion of Bastrop, necessary or required to protect persons or property (including the System) from contamination or releases that could reasonably result in harm, injury, or material damage; and (ii) with respect to which Bastrop has notified District.

Force Majeure: means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of any governmental entity other than Bastrop or any civil or military authority, acts, orders or delays of any regulatory authorities with jurisdiction over the parties, insurrections, riots, acts of terrorism, epidemics, landslides, lightning, earthquakes, fires, hurricanes, floods, washouts, droughts, arrests, restraint of government and people, civil

disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or any other conditions which are not within the control of a party.

Infiltration: means water that enters Bastrop's System through defects in the District's System such as cracks or breaks in the piping, manholes or other appurtenances.

Inflow: means water that enters the Bastrop System through direct sources in the District's System such as drain spouts, manholes, clean-outs, or other appurtenances.

Initial Wastewater Impact Fee: means the Wastewater Impact Fee paid to the City within one hundred twenty (120) days of the Effective Date to reserve wastewater capacity equivalent to 53 Wastewater SUEs for the District.

Initial Wholesale Wastewater Service: means the reception, transportation, treatment, and disposal of no more than 24,000 GPD Wastewater to be provided by Bastrop to District, during the period before WWTP#3 is capable of providing service to the District.

Interceptors: means any wastewater mains, including, Trunk Main West, or other wastewater facilities constructed by or on behalf of Bastrop after the Effective Date of this Agreement that connect the City's Existing Wastewater Treatment Plant or WWTP#3 to a Point of Entry.

Internal Facilities: means the internal Wastewater collection and lift station facilities and related equipment, facilities, and appurtenances within the boundaries of the District to be constructed by or on behalf of District for the District's System to the Point of Entry.

Metering Facility: means the Wastewater flow meter, meter vault, and all metering and telemetering equipment, if any, to be installed after 500 homes are constructed in the District and to be located at a Point of Entry to measure infiltration and inflow from District.

Monthly Fixed Charge: means the City's wastewater Monthly Fixed Charge to be paid by District for wholesale wastewater service as adopted in Bastrop Code of Ordinances Section A13.02.002(c) as amended.

Parties: means the City, the District, and the Developer.

Peak Hour Flow Rate: means the highest metered and calculated flow rate delivered from District to Bastrop's System at a Point of Entry under any operational condition, including Inflow and Infiltration.

Planned Development Agreement or PDA: means the agreement entered into by the City and the Developer on August 11, 2006.

Planned Outage: means a shut-down by Bastrop in the operation of all or a portion of Bastrop's System, such that no wastewater service is provided to District (i) which shut-down is scheduled by Bastrop in order to carry out foreseeable preventive, corrective, and other maintenance activities on such System or which may be required by any Governmental Authority; (ii) for which Bastrop has notified District; and (iii) lasts for no more than three (3) Days unless another time period is mutually agreed-to in writing by both Parties.

Points of Entry: means the locations, to be approved by Bastrop, District and Developer, in Bastrop’s System at which all Wastewater will pass from District's Connecting Facilities to Bastrop’s System generally shown on Exhibit “D”. Future Points of Entry, if any, shall be agreed upon by Bastrop and District in connection with the acquisition or construction and commencement of operation of new Connecting Facilities, after the Effective Date, that connect to Bastrop’s System.

Prohibited Waste: means those substances and wastes prohibited from being discharged into Bastrop’s System as identified in Bastrop’s Code of Ordinances.

SUE: means Service Unit Equivalent which is currently equivalent to 250 gallons per day of wastewater.

Subsequent Wastewater Impact Fee: means any Wastewater Impact Fee paid after the Initial Wastewater Impact Fees is paid to City.

Tract: means the approximately 347.9 acres of land within the District’s boundaries.

Trunk Main West: means the wastewater interceptor that will connect the District to the City’s Existing Wastewater Treatment Plant and WWTP#3, as further described in Section 3.07, and shown generally on Exhibit “E”.

Waste or Wastewater: means liquid or water borne waster, including without limitation, sewage.

Wastewater Impact Fee: means the City’s wastewater Impact Fee in the amount of \$5,020 per SUE, as adopted in Bastrop Code of Ordinances Section 10.02.093 as amended.

Wastewater meter or Wastewater Flow Meter means the meter installed and operated in accordance with Sections 4.01 - 4.03 for the purpose of measuring Inflow/Infiltration into the Bastrop System

Water Meter: means the water meter(s) installed to monitor the flow of wholesale water delivered to the District by the City pursuant to the Wholesale Water Agreement between the District and City in effect concurrently with this Agreement.

Wholesale Wastewater Service Area: means the entire Tract.

WWTP#3: The planned wastewater treatment plant to be built by the City in which the District’s ultimate capacity needs will be reserved. Its planned location is shown on Exhibit “D”.

Section 1.02 Captions.

The captions appearing at the first of each numbered section or paragraph in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement.

ARTICLE II. PROVISION OF WHOLESALE WASTEWATER SERVICE

Section 2.01 Wholesale Wastewater Service Commitment.

- a. Subject to the terms and conditions of this Agreement and the requirements of applicable law, Bastrop agrees to provide Wholesale Wastewater Service to District for the Wholesale Wastewater Service Area in a quantity not to exceed 375,000 GPD in phases as set-forth in Section 2.02 of this Agreement. The City's obligation set-forth in this Section 2.01(a) shall hereinafter be referred to as the "Wholesale Wastewater Service Commitment." The amount of the Wholesale Wastewater Service Commitment, up to 375,000 GPD, is based on a quantity of gallons and is not limited to a number of SUEs. Initially, with SUEs calculated at a flow rate of 250 GPD per connection, 375,000 GPD is sufficient to provide service to approximately 1,500 SUEs. However, in the event (i) the City determines that SUEs in Bastrop's System should be based on less than 250 GPD or (ii) the District determines, based on actual flows, that the connections in the District that are sending wastewater to the Bastrop System are using less than 250 GPD, City, at City's sole discretion may determine that a figure lower than 250 GPD may be used to calculate the number of SUEs that may receive wastewater service pursuant to this Agreement. Any such change to the allocation of gallons per day to SUEs will require a written amendment of this Agreement duly authorized by the governing bodies of the Parties. Any increase in number of SUEs for the Tract will require payment of Subsequent Wastewater Impact Fees in accordance with Section 5.05 of this Agreement.
- b. The Wholesale Wastewater Service Commitment may be reduced in accordance with Section 5.05 of this Agreement.
- c. District or Developer may request that Bastrop increase the Wholesale Wastewater Service Area and/or the Wholesale Wastewater Service Commitment. In such event, Bastrop, District and Developer will enter into good faith negotiations to amend this Agreement to increase the Wholesale Wastewater Service Commitment and/or the Wholesale Wastewater Service Area, as appropriate. Provided, however, to allow flexibility to respond to market conditions, subject to prior written notice and payment of Impact Fees by the District or Developer to the City, the Wholesale Wastewater Service Commitment can be increased without the need for amending this Agreement so long as the Bastrop System has capacity available and such increase does not exceed the Wholesale Wastewater Service Commitment set forth herein by more than 25%. In such event, Bastrop City Manager shall provide a letter to the District and Developer, within sixty (60) days of receipt of notice from the District and/or Developer requesting such increase in Wholesale Wastewater Service Commitment, approving the increased Wholesale Wastewater Service Commitment.

Section 2.02 Phasing of Wholesale Wastewater Service.

Subject to the provisions of the foregoing paragraph 2.01, Bastrop shall make Wholesale Wastewater Service available within the Wholesale Wastewater Service Area on a phased basis as follows:

- a. Phase 1: Initial Wholesale Wastewater Service in the amount of up to 24,000 GPD shall be made available from the City's Existing Wastewater Treatment Plant to the Wholesale

Wastewater Service Area upon acceptance by the City of Connecting Facilities to a Point of Entry.

- b. Phase 1A: The Parties recognize and acknowledge that the City, by agreement, has access to 24,000 GPD of committed but unutilized capacity from the Existing Wastewater Treatment plant to serve the District until such time as WWTP #3 is operational. Notwithstanding, the City is diligently pursuing the permitting, design, construction and operation of WWTP#3 and at the time WWTP#3 is operational, the City's Wholesale Wastewater Service Commitment under this Agreement will be provided through WWTP#3. Although the City may physically provide additional Wholesale Wastewater Service to the Development prior to the operation of WWTP#3, the City's existing wastewater capacity has already been fully committed to others. Therefore, in exchange for the City's Wholesale Wastewater Service Commitment, the Parties agree that if the District or the Developer desire more than 24,000 GPD prior to the time that WWTP#3 is operational, the District may temporarily pump and haul wastewater and, if determined necessary by the District, construct and operate at its own expense temporary pump and haul facilities subject to the following conditions, as applicable:
- (1) District will bear all the costs of the design, construction, maintenance and operation of any pump and haul facilities;
 - (2) District is responsible for obtaining any necessary approvals for the pump and haul facilities and for compliance with any applicable laws or regulations.
 - (3) All parties agree that pump and haul treatment is not preferred and that no more than 250 SUEs will utilize pump and haul for wastewater service, unless determined necessary by the District in the event City is unable to provide sufficient Wholesale Wastewater Service or WWTP#3 is not completed at such time the District needs additional capacity from WWTP#3;
 - (4) District is responsible for monitoring any pump and haul facilities to ensure there are no overflows of Wastewater. A TCEQ licensed wastewater disposal company will conduct pump and haul operations. District will provide the City a copy of monthly invoices for pump and haul operations. This should include verification of proper disposal and the total volume of wastewater pumped each month via disposal manifests or similar;
 - (5) Upon receiving notice from the City that WWTP#3 is operational, District will cease operation of any pump and haul facilities and will be responsible for all costs associated with removing pump and haul facilities;
 - (6) Prior to constructing any pump and haul facilities, detailed plans, signed and sealed by a Texas Licensed Professional Engineer, must be submitted and approved by the City. Plans shall include, if determined necessary by

the District's engineer, all weather access road to collection site and calculations of projected flow;

- (7) Any storage tanks for the pump and haul facilities must have constant storage tank level monitoring with auto-dialer capabilities;
- (8) District shall provide the storage deemed reasonably sufficient by the District engineer, and approved by the City; and
- (9) District understands and agrees that it will not likely recoup the costs of pump and haul from users of any pump & haul facilities, and that District or Developer is responsible for any deficiency in its operation. Neither the District nor the Developer will receive any impact fee credit or reimbursement from the City for the pump & haul facilities or for the removal of any pump & haul facilities unless City fails to provide sufficient Wholesale Wastewater Service in accordance with this Agreement. Provided, however, District shall not be responsible for paying the City any rates, charges or fees attributable to the quantity of wastewater pumped or hauled by District.

- c. Phase 2: Up to 375,000 GPD of Wholesale Wastewater Service shall be made available from WWTP #3 to the Wholesale Wastewater Service Area upon acceptance of Connecting Facilities to a Point of Entry.

Section 2.03 Wastewater Strength Limitations.

The Wholesale Wastewater Service Commitment shall be subject to the following additional limitations:

The daily BOD Loading, as measured based on the arithmetic average of all samples, grab or composite, within a calendar month, consisting of at least four (4) separate representative samples taken in accordance with the Permit shall not exceed an average of 0.425 pounds (BOD-5) per SUE allocated to a Phase. The daily BOD Loading for Phase I shall not exceed 76.5 pounds (BOD-5). The daily BOD loading for all subsequent phases shall be calculated in accordance with this subsection.

$$\text{Daily BOD Loading (BOD-5)} = (0.425 \text{ pounds}) \times (\text{number of SUEs requested per phase}).$$

The Parties agree that any increase in the agreed the daily BOD of Wholesale Wastewater Service that Bastrop provides to District under this Agreement will require a written amendment of this Agreement duly authorized by the governing bodies of the Parties. Provided, however, City agrees, if requested by the District, to amend this Agreement to reflect increases to the daily BOD limits, if such rate or limit (i) is inconsistent with industry standards or (ii) should be increased to reflect changes in rules, regulations or technologies, as agreed upon by the City and the District.

Section 2.04 Sole Provider; Waste Disposal Permit Application.

- a. For so long as Bastrop meets its obligations under this Agreement, Bastrop will be the sole source of Wholesale Wastewater Service to District for the Wholesale Wastewater Service Area unless: i) Bastrop consents in writing to District’s conversion to another wholesale provider; or, ii) Bastrop refuses or fails to provide Wholesale Wastewater Service in accordance with the terms of this Agreement, in which event District shall be free to find an alternative Wholesale Wastewater Service provider or build a wastewater treatment plant to serve the District.
- b. Under the terms and conditions set forth herein, Bastrop shall be entitled to provide Wholesale Wastewater Service to District for the Wholesale Wastewater Service Area from any source of treatment capacity available to Bastrop.

Section 2.05 Transferability of Wholesale Service Commitment.

- a. Bastrop’s commitment to provide Wholesale Wastewater Service under this Agreement is solely to District and solely for the Wholesale Wastewater Service Area. District may not assign or transfer in whole or in part Bastrop’s service commitment to any person or entity without Bastrop’s approval, which consent shall not be unreasonably withheld, and any assignment will be subject to the terms and conditions of this Agreement.
- b. Bastrop may not assign or transfer in whole or in part its obligations under this Agreement to any other person or entity, without District’s prior written consent, which consent shall not be unreasonably withheld.

Section 2.06 District Responsible for Retail Connections.

District will be solely responsible for ensuring compliance by its retail customers with the applicable terms of this Agreement and for the proper and lawful application of District’s policies and regulations governing connection to the District System.

Section 2.07 Retail Billing and Collection.

District agrees that it will be solely responsible for retail billings to and collections from its customers within the Wholesale Wastewater Service Area.

Section 2.08 Curtailment of Service.

The Parties agree that if Wastewater Service is curtailed by Bastrop due to a Planned Outage, Forced Outage or Emergency, Bastrop may impose a like curtailment, with notice to District, on Wholesale Wastewater Service delivered to District under this Agreement. Bastrop will impose such curtailments in a nondiscriminatory fashion. The curtailment Bastrop imposes on District shall be equal in duration to the curtailment imposed on Bastrop’s retail members.

For Planned Outages, Bastrop shall provide notice to District of the duration of any Planned Outages to be conducted by Bastrop that may affect wastewater service to the District at least thirty

(30) days prior of the planned outage. To the extent reasonably possible, Bastrop shall coordinate the timing of any Planned Outage with District and shall cooperate with District to minimize the impact of any Planned Outage on the operation and maintenance of District's system.

When a Forced Outage or Emergency occurs curtailing wastewater service to District, Bastrop shall notify District of the existence, nature, and expected duration of the Forced Outage as soon as practical. Bastrop shall use its best efforts to ensure that any interruption in the delivery of wastewater service due to a Forced Outage or Emergency shall continue only for so long as reasonably necessary. Bastrop shall immediately inform District of any changes in the nature and expected duration of such Forced Outage.

Section 2.09 Cooperation during Maintenance or Emergency.

District will reasonably cooperate with Bastrop during periods of Emergency or required maintenance. If necessary, upon prior notice, District will operate and maintain the District System in a manner reasonably necessary for the safe and efficient completion of repairs or the replacement of facilities, the restoration of service, and the protection of the public health, safety, and welfare.

Section 2.10 Retail Service and CCN.

The Parties acknowledge and agree that District shall be the retail provider of sewer service to lands within the Wholesale Wastewater Service Area. Bastrop agrees that it will not oppose or protest an application by District to obtain a sewer CCN for the Wholesale Wastewater Service Area within the District boundaries. Bastrop will not provide retail sewer service within the Wholesale Wastewater Service Area and shall amend any agreements providing for Bastrop to provide retail wastewater service within the Wholesale Wastewater Service Area to be consistent with the retail sewer service area boundaries and the agreements regarding inspection of Internal Facilities set forth in this Agreement. The District shall not provide retail wastewater service outside of the District Service Area, without the prior written approval of the City.

ARTICLE III. DESIGN AND CONSTRUCTION OF FACILITIES

Section 3.01 Design and Construction of the Internal Facilities.

- a. District will be responsible for design and construction of, or for causing one or more third parties to design and construct, the Internal Facilities within the District System.
- b. District agrees to be responsible for and pay for all costs of rights-of-way, easements, design, engineering, contracting, construction and inspection of the Internal Facilities; provided that District may require Developer to be responsible and pay for all or a portion of the costs of rights-of-way, easements, design, engineering, contracting, construction, and inspection of the Internal Facilities. Notwithstanding the foregoing, in the event any Internal Facilities will serve an area outside the District, the City agrees to pay or cause the user of such other Internal Facilities to pay its proportionate share of such facilities based on allocated capacity in such facility.

- c. The Internal Facilities will be designed and constructed in accordance with applicable regulations and specifications of Bastrop in effect as of the Effective Date, the State of Texas and United States, and with the terms and conditions of this Agreement.

Section 3.02 Design and Construction of the Connecting Facilities.

- a. District shall be responsible for design and construction of, or for causing one or more third parties to design and construct, any Connecting Facilities, or modification to the existing Connecting Facilities, required for the transmission of Wastewater to the Bastrop System.
- b. Subject to the terms and conditions of this Agreement, District agrees to engage or cause to be engaged the services of a professional engineer registered in Texas to produce the engineering design, including detailed plans and specifications for Connecting Facilities in conformance with Bastrop's design criteria and construction standards in effect as of the Effective Date, and any approved variances. Notwithstanding the foregoing, at the option of the District or Developer, District or Developer may avail itself of any change to laws, rules, regulations or ordinances affecting the Tract. The plans and specifications will address the sizing, routing, material selection, service method, cost estimates, proposed construction schedule, easements, and such other requirements and information required in Bastrop's Construction Standards Manual, Ordinance or other City regulation reasonably necessary or advisable for proper review and assessment of the plans and specifications. The design for the Connecting Facilities shall be procured at District's sole expense; provided that District may cause Developer to be responsible for designing the Connecting Facilities, and the cost thereof. The plans and specifications for the Connecting Facilities will be submitted to Bastrop for review and comment before District approves said plans and specifications. District shall cause any comments provided by Bastrop to be addressed.
- c. District solely shall be responsible for the construction of the Connecting Facilities, or for causing Developer to be responsible for the construction of the Connecting Facilities. District solely shall be responsible for funding construction, and all costs related thereto, of the Connecting Facilities, or for causing one or more third party developers or owners of land within the Wholesale Wastewater Service Area to be responsible for funding construction, and all costs related thereto, of the Connecting Facilities.
- d. District agrees to be responsible for, and pay for all costs of rights-of-way, easements, design, engineering, contracting, construction and inspection of the Connecting Facilities required to be constructed for the connection to the Bastrop System, or for causing Developer to be responsible for and to pay all costs of rights-of-way, easements, design, engineering, contracting, construction and inspection of the Connecting Facilities required to be constructed for the connection to the Bastrop System. Provided, however, if any such facilities are oversized to serve land outside the District, the City shall pay or cause to be paid the costs related to such oversizing.
- e. The parties will cooperate in good faith to determine the location of Connecting Facilities that are located in Bastrop's ETJ and within the District boundaries. Bastrop agrees to cause the dedication of easements or rights-of-way that may be necessary for the location

and installation of Connecting Facilities within the ETJ of Bastrop. Pursuant to separate written instruments, Bastrop will further allow District to access and use rights-of-way and easements owned or controlled by City for the purpose of installing, constructing, repairing, replacing, maintaining, and operating or causing to be installed, constructed, repaired, replaced, maintained and operated, Connecting Facilities.

Section 3.03 Notification of Commencement of Construction on Connecting Facilities.

After all required approvals for construction of the Connecting Facilities are obtained but prior to commencement of construction, District will provide, or cause to be provided, written notice to Bastrop of the date on which construction of the Connecting Facilities is scheduled to commence. Bastrop must receive this written notice at least five (5) days before the scheduled construction date.

Section 3.04 Inspection and Acceptance of a Portion or All of the Connecting Facilities.

The Parties agree that Bastrop has the right to make periodic inspections during the construction phase of the Connecting Facilities. Acceptance of the Connecting Facilities by District is subject to final inspection by Bastrop.

Section 3.05 Agreement to Submit As-Built or Record Drawings and Final Plats.

District agrees to provide, or cause to be provided, to Bastrop: a) as-built or record drawings of all Internal Facilities and Connecting Facilities that contribute directly to the Bastrop System; and b) final plats for property located within the Wholesale Wastewater Service Area; within thirty (30) days of District receiving them, not to exceed sixty (60) days following completion and acceptance of the construction of such facilities or recording of the final plat, as appropriate.

Section 3.06 Ownership and Operation of Connecting Facilities.

Except as set forth below or otherwise agreed, District shall own and operate all Connecting Facilities located on its side of a Point of Entry after completion of construction by District or the Developer, and acceptance of the Connecting Facilities by Bastrop.

Section 3.07 Design and Construction of Interceptors.

- a. The District at District's cost, which may be paid by Developer, (including easement acquisition for the easement shown on Exhibit "F", which easement has been acquired) will design and construct Trunk Main West in a size sufficient to provide capacity to serve the District, as determined by the District's engineer. City retains the right to inspect all construction to confirm compliance with applicable City ordinances and plumbing codes. Upon completion of construction, District will dedicate and convey Trunk Main West to the City. The City will own, operate and maintain Trunk Main West upon its completion, acceptance and conveyance by the District to the City. The District shall have the right to utilize the percentage of the Trunk Main West line's capacity necessary to transport sewage at a flow rate of 375,000 GPD to serve the District at full buildout.

- b. City may participate in the upsizing of Trunk Main West. In such event, the City agrees to pay the District, prior to construction of Trunk Main West, for the increased material costs for the difference between the line necessary to serve the District's planned 12" line and the City's proposed 24" line plus the additional design and construction costs associated with upsizing. The Parties agree to coordinate, in the future, cost sharing for any additional facilities that are oversized or serving land outside the District.
- c. Except as described in Subsection 3.07(a) and (b) or as otherwise agreed by the Parties, Bastrop shall be responsible for design and construction of the Interceptors, including the acquisition of all easements required for the construction, ownership and operation of the Interceptors.
- d. Bastrop agrees that the Interceptors shall be designed and constructed with sufficient capacity to make wholesale service available to District in an amount not less than required for Bastrop to fulfill its obligations under this Agreement.
- e. Under no circumstances shall District construct any Interceptors that would connect to or contribute Wastewater into the Bastrop System without Bastrop's prior written approval.

Section 3.08 Design and Construction of Improvements to the Bastrop System and WWTP#3

- a. Bastrop shall be responsible for the design and construction of WWTP#3 (Permit No. WQ0011076002) and the portions of the Bastrop System that serve the Wholesale Wastewater Service Area.
- b. For the term of this Agreement, Bastrop agrees that it will provide Wholesale Wastewater Service to District up to the Wholesale Wastewater Commitment under the terms and conditions of this Agreement and payment of the Wastewater Impact Fees, as further described in Section 5.05, shall guarantee capacity in the WWTP#3 and the Bastrop System for the number of SUE's for which the Wastewater Impact Fee is paid, or a portion of which is paid pursuant to 5.05(c)(2).

ARTICLE IV. WASTEWATER METER

Section 4.01 Wastewater Meter.

The District, at District or Developer expense, shall install a wastewater meter, the type, specifications and location of which shall be agreed upon by the Parties, for the purpose of measuring Inflow/Infiltration into the Bastrop System. Such metering device shall be installed at the time determined necessary by the Parties, provided, however, such metering device shall not be required to be installed prior to the completion of 500 homes in the District. Upon completion of installation, the wastewater meter(s) shall be dedicated to Bastrop.

Section 4.02 Wastewater Flow Meter Calibration and Testing.

- a. Bastrop agrees to calibrate and routinely service the Wastewater flow meter no less than once during each twelve (12) month period as a Cost of the System. Calibration will be accomplished according to Bastrop's standard methods.
- b. Bastrop will notify District in writing of proposed calibrations in advance of such occurrences so that District may observe if desired.
- c. It will be the duty of the Parties to this Agreement to notify the other Party in the event any Party becomes aware that a Wastewater flow meter is registering inaccurately or malfunctioning. Any Party will have the right to test a flow meter at any time. Notification of a proposed test will be provided at least forty (48) hours before conducting the test except in the case of emergencies. Any Party will have the right to witness Wastewater flow meter tests. Payment for meter calibration and testing under this Section 4.02(c) will be the responsibility of the Party requesting the meter calibration and testing.

Section 4.03 Ownership, Operating and Maintenance of the Wastewater Flow Meters.

Following completion of the wastewater meter by District, and acceptance by Bastrop, Bastrop will own, operate and maintain the wastewater meter.

Section 4.04 Billing Adjustments.

If measured flows from the wastewater meter are more than 10 percent over the monthly winter average, indicating potential inflow and infiltration from the District such that additional flows are being sent to the Bastrop System from the District, District shall pay for the additional flows as measured by the wastewater meter. If, for any reason, the Wastewater Meter is out of service or inoperative, or if, upon any test, a Wastewater Meter(s) is found to be inaccurate (variance of five percent (5%) or more), Bastrop will calibrate the meter to measure within five percent (5%) accuracy, Bastrop will adjust billings by an amount that corresponds to the percentage that the meter varies from accurate measurement for one-half of the months since the most recent calibration of the same meter but not to exceed six (6) months. If adjustment results in credit to District, Bastrop may provide such credit against future billings to District. If adjustment results in additional amounts due to Bastrop, District will pay such amounts to Bastrop in accordance with the billing terms provided in this Agreement.

Section 4.05 Wastewater Flow Monitoring.

If Bastrop discovers a wastewater flow problem, as determined in its reasonable discretion, associated with a Point of Entry, Bastrop may, at any time, with notice to District, conduct smoke testing, television of lines, or other methods to determine the cause of the problem. The Parties agree to fully cooperate in this investigation. If the cause of the problem is determined to be solely in Bastrop's System, then Bastrop will solely pay for all investigation costs. If the cause of the problem is determined to be solely in District's System, then District will solely pay for all

investigation costs. If the cause of the problem is determined to be in both District and Bastrop Systems, then investigation costs will be proportionally distributed based relative cost to investigate each part of the District and Bastrop Systems. District agrees to reimburse Bastrop for District's portion of this investigation costs within forty-five (45) days of receipt of invoice, which invoice shall include supporting data in reasonable detail. District agrees to correct any problems in the District's System identified in the investigation, and agreed upon by District, with reasonable promptness, depending on the nature of the problem.

ARTICLE V. WASTEWATER RATES AND CHARGES

Section 5.01 Wholesale Wastewater Rate Fees and Charges.

- a. In accordance with the terms and conditions of this Agreement, Bastrop, through City Council, will establish and District (as set forth below) will pay Bastrop rates, charges and fees for the Wholesale Wastewater Service provided under this Agreement. The rates, charges and fees for Wholesale Wastewater Service shall consist of:
 - (1) the Wholesale Wastewater Rate, which shall consist of a Volume Charge, and Monthly Fixed Charge, as set forth in Section 5.03; and
 - (2) Wastewater Impact Fee.
- b. Bastrop may charge a metered Volume Charge for Wholesale Wastewater Service at the discretion of its governing body and after thirty (30) days prior notice to District. Bastrop specifically agrees that the Volume Charge will be calculated so that all Costs of the System on which the charges are based are properly allocated between District, any other wholesale customers of the System, and Bastrop's retail customers in a just, reasonable and nondiscriminatory manner and in accordance with this Agreement.
- c. Any subsequent changes in rates shall be set in accordance with the following principles:
 - (1) The Wholesale Wastewater Rate shall be calculated in accordance with industry standards;
 - (2) Rates shall be just, reasonable, and non-discriminatory, and shall be based on Costs of the System related to the provision of Wholesale Wastewater Service under this Agreement;
 - (3) The Wholesale Wastewater Rate shall not include any capital costs recovered through the Wastewater Impact Fee for infrastructure and facilities, or portions thereof constructed to serve the District;
 - (4) Costs attributable to Bastrop's retail customers only will be identified and not included in the rates charged for Wholesale Wastewater Service under this Agreement; and
 - (5) The Wholesale Wastewater Rate shall be calculated based on cash basis.

- d. Bastrop agrees that it will review the Costs of the System that form the basis for the Wholesale Wastewater Rate not less than once every three (3) years; provided, however, that Bastrop shall not be required to employ persons other than Bastrop employees for purposes of doing so unless Bastrop wishes to increase the Wholesale Wastewater Rate, or unless the Bastrop employee is not qualified to conduct a wastewater rate study.

Section 5.02 Notice to and Review by District.

- a. Bastrop will provide District with at least thirty (30) days prior written notice of any changes to the Wholesale Wastewater Rate. Written notice shall include the proposed new rates and/or fees, and an updated cost of service study with reasonable detail that allows District to identify the methodology used to revise the rates (including enough detail to allow District to evaluate the exclusion of retail-only service costs from the Wholesale Wastewater Rate), the Costs of the System that necessitate the change, along with the allocation of Costs of the System between District, and all other customers of the Bastrop System (wholesale and retail).
- b. District will have the right to inspect and copy, at its expense, Bastrop's books and records to verify any statement, billing, charge, computation or demand made to District by Bastrop. Bastrop agrees to make all such information available to District for inspection and copying with reasonable promptness during normal business hours.

Section 5.03 Volumetric Charges and Monthly Fixed Charges.

- a. Bastrop will charge a monthly Volumetric Charge as reflected in Bastrop Code of Ordinances Section A13.02.002(c), as may be amended, currently in the amount of \$3.83 per 1,000 gallons, based on the "winter average" of the water consumption for the months of December, January and February as such winter average is calculated in accordance with the rules of the City. Bastrop shall provide District written notice thirty (30) days prior to revision of the monthly Volumetric Charge.
- b. Bastrop will bill District as provided in Article VI of this Agreement for the Volumetric Charge based on the "winter average" of the water consumption measured at the Water Meter for the months of December, January and February. Provided, however, prior to provision of service to any commercial users within the District, the Parties agree to evaluate whether winter averaging shall apply for commercial users and agree to execute an amendment to this Agreement if, in the City's opinion, a different billing methodology should be utilized for commercial users.
- c. Bastrop will charge a Monthly Fixed Charge consisting of a customer charge per Water Meter at the rate adopted in Bastrop Code of Ordinances Section A13.02.002(c), as may be amended, currently \$2.23. Bastrop shall provide District written notice thirty (30) days prior to revision of the Monthly Fixed Charge.

Section 5.04 Wholesale Wastewater Rates.

The City shall invoice the District for wholesale wastewater delivery and treatment service at the same rate that the City charges its other wholesale customers per GPD of use. The District shall pay the City monthly, one month in arrears, as more fully described in Article 6 of this Agreement.

Section 5.05 Wastewater Impact Fees.

- a. *Initial Wastewater Impact Fee.* The District, or the Developer if the District does not have sufficient funds, will pay to the City the Wastewater Impact Fee within one hundred twenty (120) days of the Effective Date to reserve wastewater capacity equivalent to 53 Wastewater SUEs for the District. The Wastewater Impact Fees specified by this Section 5.05(a) shall hereinafter be referred to as the Initial Wastewater Impact Fees.
 - (1) If the District or Developer fails to pay to the City the Initial Wastewater Impact Fees within one hundred twenty (120) days of the Effective Date to reserve wastewater capacity equivalent to 53 Wastewater SUEs for the District, this Agreement terminates immediately, the Agreement becomes null and void, and the City is released from any and all obligations imposed by this Agreement, including, without limitation, the Wholesale Wastewater Service Commitment.

- b. *Subsequent Wastewater Impact Fees.* Within one hundred twenty (120) days of receiving written notice from the City that WWTP#3 is capable of providing service to the District, the District shall pay, or cause to be paid, to Bastrop to guarantee capacity in the Bastrop System, the Wastewater Impact Fee for the remaining SUEs that have been platted in the Wholesale Wastewater Service Area. For lots that have not been platted at the time WWTP#3 is completed, the District shall pay, or cause to be paid, to Bastrop, the Wastewater Impact Fee for the SUEs included in a final plat approved by the City within 120 days of such approval, in accordance with one of the payment methods authorized by Section 5.05(c). The Wastewater Impact Fees specified by this Section 5.05(b) shall hereinafter be referred to as the Subsequent Wastewater Impact Fees. Subsequent Wastewater Impact Fees may be paid in accordance with any method authorized by Section 5.05(c) below. Payment of the Subsequent Wastewater Impact Fee in accordance with any method authorized by Section 5.05(c) below will secure the right to capacity in the Bastrop System only for the number of SUEs for which fees are paid or are being paid pursuant to 5.05(c)(2).
 - (1) If, after one hundred twenty (120) days of receiving written notice from the City that WWTP#3 is capable of providing service to the District, payment is not made to the City for the SUEs that have been platted, in the Wholesale Wastewater Service Area, in accordance with Section 5.05(c) below, the City's Wholesale Wastewater Service Commitment is reduced by the amount for which payment is not made until such time payment is made.

- c. Payment Options for Subsequent Wastewater Impact Fees:

- (1) Lump Sum based on one hundred percent of the Wastewater Impact Fee Per SUE to be reserved, or
- (2) Monthly installments paid on the first day of every month as follows: (i) for lots that have been platted at the time of completion of WWTP#3, monthly installments shall be paid beginning with the month immediately after notice is received by the District and the first installment is paid in accordance with Section 5.05(b) and (ii) for SUEs that are platted subsequent to completion of WWTP#3, monthly installments shall be paid beginning with the month immediately after a final plat is approved by the City in accordance with Section 5.05(b). The monthly installments shall be paid over time (36-60 months) based on the following formula: $I = \frac{WIF \times S \times (WAC + 2.5\%)}{M}$
 - A. "I" means the Installment Fee Amount;
 - B. "WIF" means the Wastewater Impact Fee reflected in City Code of Ordinances Section 10.02.093, as amended;
 - C. "S" means the number of SUEs being reserved;
 - D. "WAC" means the City's weighted average cost of debt;
 - E. "M" means the number of months the installments are paid (the number of months may be between 36 and 60 as determined by the District);

- d. District may require Developer to pay for or to reimburse District for the Wastewater Impact Fee.
- e. Bastrop and District shall each keep accurate records of the Wastewater Impact Fee paid. For each payment of Wastewater Impact Fees made by District or the Developer, Bastrop shall give District a certificate stating the total Wastewater Impact Fees paid and the number of SUE's guaranteed by such payment. The parties may inspect each other's records during normal business hours.
- f. Bastrop agrees to provide, annually, by September 1 of each year, a report to the District and the Developer identifying the capacity committed in the Bastrop System, including WWTP#3, remaining capacity available and anticipated expansions thereto. City further agrees to provide notice to District and Developer when the City has commenced design of any expansions to the Bastrop System.

Section 5.06 Reasonableness of Rates and Right of Appeal.

District agrees that the Wholesale Wastewater Rates charges and fees as defined and described in this Article V, initially charged by City and the policies defined in this Agreement are just and reasonable, and do not adversely affect the public interest. The Rates charged by City are subject to modification as provided herein. District agrees that it is reasonable for City to adjust the Rates

periodically as provided herein and understands that any adjustments made in accordance with this Agreement are part of the consideration for this Agreement. Notwithstanding any provision to the contrary, District does not waive any right it has under Texas law to file and pursue an appeal of any increase in Wholesale Wastewater Rates proposed or adopted by City.

Section 5.07 Other Service Fees.

District acknowledges and agrees that Bastrop, through its City Council, may adopt charges and fees for Wholesale Wastewater Service in addition to the Volume Charge and Monthly Fixed Charge. These additional charges and fees are limited to review fees and inspection fees related to review and inspection of plans for the Internal Facilities and the Connecting Facilities, and any new or increased charges for any new or revised Governmental Authority restrictions, impositions, rental fees or charges levied, assessed or imposed on Bastrop by any new or amended Governmental Authority law or regulation. These charges or fees shall be just and reasonable, and nondiscriminatory and are not to exceed the actual costs imposed by the Governmental Authority or by Bastrop for review and inspection. Plan review, inspection, and similar fees or charges relating to the design and/or construction of the Internal Facilities and Connecting Facilities shall be charged to and paid by the constructing party.

Section 5.08 District Wastewater Rates and Charges.

District will determine and charge its retail Wastewater customers such rates as are determined by its governing body. During the term of this Agreement, District will fix and collect rates and charges for retail Wastewater service that are, in the opinion of its governing body, sufficient, together with any other revenues available to District, to produce the amount necessary to operate, repair, and maintain the District System, and to pay the cost of Wholesale Wastewater Service from Bastrop. District will establish retail rates consistent with industry standards. District will be solely responsible for ensuring that its retail rates and charges are determined and collected in accordance with applicable law.

Section 5.09 District Wastewater Fees.

The Parties acknowledge that District has the right to the extent allowed under applicable law to assess, charge, and collect such impact fees, capital recovery fees, connection fees, meter fees, or other service fees, rates, truces, or other charges as its governing body will deem appropriate. This Agreement will not be construed to require, limit, or restrict the governmental power of District to implement the same. District will be solely responsible for the proper exercise of its governmental power to assess and collect such fees and charges and for ensuring that all fees, rates, and charges District elects to charge are in compliance with applicable law.

Section 5.10 Verification of District Wastewater Connections.

For verification of the Wholesale Wastewater Rates and fees as described in this Article V, paid to Bastrop and for any other purpose, District will make available for inspection and copying during regular business hours, all records for retail connections to the District System. In addition, Bastrop will have the right to inspect the District System at any reasonable time, at Bastrop's sole expense, after giving District written notice of its intention to inspect and allowing the opportunity

for District to be present, to verify the type and amount of retail connections made or the condition of the District System (related to contractual compliance issues) and District will provide lawful access to Bastrop for this purpose.

ARTICLE VI. WASTEWATER WHOLESALE BILLING METHODOLOGY

Section 6.01 Monthly Statement.

- a. For each monthly Billing Period, Bastrop will forward to District a bill providing a statement of the total amount owed by District for Wholesale Wastewater Service provided to District during the previous monthly Billing Period. The invoice shall contain sufficient detail to allow District to verify the charges. District shall not be charged for Wholesale Wastewater Services until such services commence. District will pay Bastrop for each bill submitted by Bastrop to District by check or bank-wire on or before thirty (30) days from the date of the invoice.
- b. Payments by District shall be mailed to the address indicated on the invoice or can be hand-delivered to Bastrop's City Hall in Bastrop, Bastrop County, Texas, upon prior arrangement. If payments will be made by bank-wire, District shall verify wiring instructions with Bastrop's Finance Department. Payment must be received at Bastrop's bank by the due date in order not to be considered past due or late, unless District timely contests a bill, or a portion thereof, in accordance with Section 6.04. In the event District fails to make payment of an uncontested bill within said thirty (30) day period, District shall pay a one-time late payment charge of five percent (5%) of the unpaid balance of the invoice. In addition, District shall pay interest on the unpaid uncontested balance at a rate equal to one and one-half percent (1.5%) per month.

Section 6.02 Monthly Billing Calculations.

- a. Bastrop will compute the Volume Charge included in the monthly billing for Wholesale Wastewater Service on the basis of "winter average" of the water consumption measured at each Water Meter for the months of December, January and February. The winter average amount multiplied by the Wholesale Wastewater rate, set from time to time by the Bastrop City Council, will be used to compute the monthly bill for the Volume Charge.
- b. By the 30th day of each month or the first business day following the 30th day if the 30th day falls on a weekend or holiday, District shall deliver to Bastrop the total number of SUEs connected to the System during the previous month. Bastrop shall use the number of SUEs stated in the report to calculate the Wholesale Wastewater Rate for the Billing Period in which the report was filed. The District shall provide, annually, the projected number of SUEs for which wastewater service is expected to be provided for the future twelve Billing Periods.

Section 6.03 Infiltration and Inflow.

District acknowledges that water entering the Bastrop System from the District System emanating from any source whatsoever must be given treatment and handling whether or not its source is

revenue producing for District. Therefore, subject to the conditions of Section 4.04, including any penalty assessed, District agrees to pay, as part of the Volume Charge, for Infiltration and Inflow originating within the District system without abatement in the same manner and cost as other Wastewater entering Bastrop's System from the District System.

Section 6.04 Effect of Nonpayment.

With respect to monthly billings, including billings for the Wholesale Wastewater Rate and any other fees or charges applicable under this Agreement, if Bastrop has not received payment from District by the due date, the bill will be considered delinquent, unless contested in good faith. In such event, Bastrop will notify District in accordance with this Agreement, of such delinquency in writing. If District fails to make payment of the delinquent billing within thirty (30) calendar days from the date of transmittal of such written notice of delinquency from Bastrop, then Bastrop may, at its discretion, suspend or reduce the level of Wastewater service to District until payment is made. District may exercise its right to dispute its obligation to pay all or a portion of a bill during the cure period following the procedure set forth in Section 6.05.

Section 6.05 Billing Disputes.

Should District dispute its obligation to pay all or any part of the amount stated in any statement or notice, District may pay such amount along with a written notice of protest, in which event such amount shall be deposited by Bastrop in a separate interest-bearing account mutually acceptable to both Bastrop and District pending final resolution of such dispute in accordance with this Agreement. Bastrop may not terminate this contract or deny Wastewater service that is otherwise in accordance with this Agreement for failure to pay the amount stated in any statement or notice if District pays such amount under protest.

ARTICLE VII. WASTEWATER QUALITY

Section 7.01 Condition of Wastewater Delivered.

- a. District shall have the right to discharge Wastewater into the Bastrop System meeting the requirements of quality as set forth in this Section and not containing Prohibited Wastes identified in Bastrop's Code of Ordinances.
- b. Discharges into the Bastrop System shall consist only of domestic Wastewater and Wastewater that the Bastrop System is capable of handling:
 - (1) So that the effluent and sludge from the Bastrop System meets the current legal standards of the EPA, the TCEQ, or any governmental body having legal authority to set standards for such effluent;
 - (2) Without causing damage or corrosion to the Bastrop System that would result in increased maintenance costs;
 - (3) Without causing excessive treatment costs; and

- (4) That meets any applicable requirements of the EPA Pretreatment Regulations, 40 CFR Part 403.
- c. EPA and TCEQ periodically modify standards on prohibited discharges. It is the intention of the Parties, therefore, that the Prohibited Wastes be reviewed periodically by Bastrop and that they are revised by Bastrop in accordance with the latest standards of EPA, TCEQ or any federal or state agency having regulatory authority over discharges made to the Bastrop System. Any required revisions shall be made by Bastrop and upon the effective date, District shall be responsible for integrating such changes into its regulations and notifying all affected users of the change.

Section 7.02 Remedies for Delivery of Prohibited Wastes or Exceedances of Wastewater Quality.

- a. In the event Wastewater delivered from the District System to the Bastrop System fails to meet the standards specified in this Agreement, and Bastrop reasonably determines that the addition of oxidizing chemicals or another acceptable method of pretreatment of Wastewater or operation of the District System is necessary in order for Wastewater delivered from the District System to the Bastrop System to be non-corrosive and non-injurious to the Bastrop System, District agrees to, as soon as reasonably practicable after receiving notice from Bastrop, install such facilities within forty-eight (48) hours of receiving notice from Bastrop or immediately implement such methods of operation and maintenance, at its sole expense, as are reasonably deemed by Bastrop to be necessary, and agreed upon by the District, for the Wastewater delivered by District to meet the requirements of this Article.
- b. In the event Wastewater delivered from the District System to the Bastrop System fails to meet the standards specified in this Agreement, District shall pay to Bastrop, in the same manner provided in this Agreement for the payment of the Volume Charges, a surcharge calculated in accordance with and subject to the requirements of this section (the "Treatment Surcharge") rounded to the nearest pound.

- (1) The Treatment Surcharge shall be based on the following formula:

$$S = V \times 8.34 (A [\text{BOD} -200] + B [\text{TSS} -200]), \text{ where:}$$

- A. "S" means the surcharge that will appear on District's monthly bill;
- B. "V" means volume of wastewater actually billed in millions of gallons during the Billing Period;
- C. 8.34 = pounds per gallon of water;
- D. "A" means the unit charge in dollars per pound of BOD which unit charge shall be based on the unit charge adopted by the Bastrop City Council for wastewater service from the Bastrop System, as amended from time to time, which unit charge is \$0.441603 per pound as of the Effective Date; provided

that increases in such charge shall not be effective as to District until notice of the increase has been given to District;

- E. "BOD" means biological oxygen demand measured in milligrams per liter by weight; "200" means 200 mg/l;
- F. "B" means the unit charge in dollars per pound of total suspended solids. which unit charge shall be based on the unit charge adopted by the Bastrop City Council for wastewater service from the Bastrop System, as amended from time to time, which unit charge is \$0.441603 per pound as of the Effective Date; provided that increases in such charge shall not be effective as to District until notice of the increase has been given to District; and,
- G. "TSS" means total suspended solids measured in milligrams per liter by weight.

(2) The Treatment Surcharge shall be charged for each month following sampling completed in accordance with this Agreement that measures BOD in excess of 200 mg/I or TSS in excess of 200 mg/I until subsequent sampling measures both BOD and TSS below those levels. In the event any Treatment Surcharge is based on sampling performed by Bastrop, Bastrop will provide written notice of the sampling results prior to charging the Treatment Surcharge to District and shall give District an opportunity to be present during the testing.

- c. In the event District delivers Wastewater to Bastrop that fails to meet the standards specified in this Agreement, District agrees to pay Bastrop for all damages and costs of repair to the Bastrop System and/or regulatory fines reasonably incurred by Bastrop that were caused by District's delivery of Wastewater that fails to meet the standards specified in this Agreement. Bastrop may require payment of the cost of repair of damaged facilities and/or regulatory fines as a condition to the further provision of Wholesale Wastewater Service, restrict District's flows to the extent necessary to protect Bastrop's System, file suit to recover for any and all damages to the Bastrop System caused by such failure on the part of District, or seek such other and further relief, at law or in equity, as Bastrop will deem advisable.

Section 7.03 Sampling and Testing.

- a. District will perform sampling of Wastewater at the Point(s) of Entry and provide an analysis to Bastrop due every June 1, (year) and September 1, (year) after the Connecting Facilities are completed.
 - (1) AU samples will be Composite Samples, that is, a series of at least twelve (12) samples taken from a waste stream without regard to the flow in the waste stream and over a period of time not less than twenty-four (24) hours at intervals of not less than one (1) hour, which samples shall be averaged in accordance with standard industry practice.

- (2) The analysis of the sample shall be performed by a National Environmental Laboratory Accreditation Conference (NELAC) approved laboratory. District will require a copy of the report to include at a minimum, levels of pH, BOD-5, COD TSS and oil and grease. The report also must contain the chain of custody for the sample and the Quality Assurance/Quality Control (QA-QC) report.
 - (3) District will be responsible for the cost of sampling and analysis.
 - (4) District will provide written notice to Bastrop or Bastrop's current plant operator at least five (5) business days prior to conducting Wastewater sampling and shall allow Bastrop or Bastrop's current plant operator representatives to observe the sampling.
 - (5) In the event District fails to perform sampling by the deadlines provided in this section, after notice and an opportunity to cure within thirty (30) days, District shall pay to Bastrop a sampling surcharge calculated in accordance with Subsection 7.02(b). In addition, if the District does not perform the sampling within the cure period, the District will pay Bastrop for Bastrop's actual costs to perform the sampling if Bastrop does so during the next thirty (30) days after the expiration of the cure period.
- b. District agrees that Bastrop or Bastrop's current operator will have the right, at its option and expense, to sample Wastewater discharges within the District System at:
- (1) the site of discharge;
 - (2) Points of Entry to the Bastrop System; and
 - (3) other locations as required for the purpose of determining the source, type, and strength of discharge.
- c. District will use reasonable efforts to make necessary arrangements for and provide assistance to Bastrop in obtaining lawful access to sampling points within areas served by District. Bastrop will provide written notice to District at least five (5) business days prior to conducting Wastewater sampling and shall allow one or more District representatives to observe the sampling.
- d. District agrees that to the extent authorized by applicable laws, any of its individual customers found in violation of allowable discharges or any of its individual customers who refuse access for the purpose of sampling may be disconnected from District and Bastrop's Wastewater System in accordance with applicable regulations of District or Bastrop and federal law.
- e. Notwithstanding any other provision in this Agreement to the contrary, the Parties agree as follows:
- (1) no Party shall be obligated to perform any sampling of Wastewater except at Points of Entry constructed with sampling ports; and

- (2) all future sampling ports at Points of Entry shall be identified on plans and specifications for Connecting Facilities to be approved by Bastrop.

ARTICLE VIII. STANDARDS FOR WASTEWATER CONNECTIONS TO DISTRICT SYSTEM

Section 8.01 District Prevention of Infiltration and Inflow.

It will be District's responsibility to undertake such measures as are reasonably necessary or prudent to minimize Infiltration and Inflow to District's System. District will prohibit the discharge of drainage water and storm water run-off into the District System.

Section 8.02 Construction and Testing Criteria for District Sewer Connections.

- a. All tests required by the design criteria and specifications of the State of Texas for connections to the District System within the Wholesale Wastewater Area will be at District's or its customer's expense.
- b. District agrees that the physical connection of each service line to the local Wastewater facility within the Wholesale Wastewater Area will be the responsibility of District and will not be left to the discretion of the plumber or contractor unless said plumber or contractor is under the direct supervision of or whose work is inspected by District's authorized representative.
- c. Connections made to the District System after the date of execution of this Agreement will be made using only materials permitted by applicable codes and development criteria manuals of the State of Texas. District will inspect all connections to the District System in accordance with its own rules and regulations in order to insure compliance with it.
- d. A failure on the part of District to provide and enforce such regulations governing connections to the District System will, at the option of Bastrop after: (i) notice to District in writing of the specific violation, and (ii) failure within thirty (30) days to correct said violation or, if the violation is of a nature that it cannot be corrected within thirty (30) days, to begin to correct such violation and to diligently pursue such curative action, constitutes sufficient grounds for Bastrop to restrict or limit Wastewater flows, to such extent Bastrop deems reasonably necessary in order to protect the Bastrop System from damage or excessive flows, until such time as the District has completed all necessary corrective action.

ARTICLE IX. LIABILITY FOR DAMAGES AND RESPONSIBILITY FOR TREATMENT AND DISPOSAL OF WASTEWATER

Section 9.01 Liability of District.

As between the Parties and except as otherwise provided herein, District shall bear responsibility for damages, if any, claimed by third persons arising from the reception, transportation, delivery, and disposal of all Wastewater discharged while it remains within the District System, and

District, to the extent authorized by law, holds Bastrop harmless therefrom. Notwithstanding the foregoing, Bastrop shall bear responsibility for damages, if any, claimed by third persons because Bastrop does not accept Wastewater at a Point of Entry in a quantity that it is contractually obligated to accept under this Agreement, and Bastrop, to the extent authorized by law, agrees to hold District harmless therefrom.

Section 9.02 Liability of Bastrop.

Bastrop will bear the responsibility as between the Parties for the proper reception, transportation, treatment, and disposal of Wastewater received by it at Points of Entry in accordance with the Agreement. However, the Parties agree that they will not construe this Agreement to cause Bastrop to bear responsibility for damages to the Bastrop System or to third persons arising from the delivery by District of Prohibited Wastes or Wastewater that is in violation of this Agreement and corrosive or otherwise damaging to the Bastrop System or to persons or property.

ARTICLE X. REGULATORY COMPLIANCE

Section 10.01 Agreement Subject to Applicable Law.

The Agreement will be subject to all valid rules, regulations, and applicable laws of the United States of America, the State of Texas and/or any other governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.

Section 10.02 Cooperation to Assure Regulatory Compliance.

Since the Parties must comply with all federal, state, and local requirements to obtain permits, grants, and assistance for system construction, studies, etc., each Party will cooperate in good faith with the other Party at all times to assure compliance with any such governmental requirements where noncompliance or non-cooperation may subject the Parties to penalties, loss of grants or other funds, or other adverse regulatory action in the performance of this Agreement.

ARTICLE XI. TERM, TERMINATION, DEFAULT, REMEDIES

Section 11.01 Term and Termination.

- a. This Agreement shall become effective upon the Effective Date and shall extend until _____, 2069 unless terminated earlier as provided herein. Provided, however, unless the District provides at least six (6) months' written notice to the City prior to the end of the first fifty-year term, the Agreement shall be renewed for one additional term of fifty (50) years.
- b. District may terminate this Agreement by providing not less than sixty (60) days written notice of termination to Bastrop.

Section 11.02 Default.

- a. Except as otherwise provided herein, in the event District shall default in the payment of any amounts due to Bastrop under this Agreement, or in the performance of any material obligation to be performed by District under this Agreement, then Bastrop shall give District at least thirty (30) days' written notice of such default and the opportunity to cure same. Thereafter, Bastrop shall have the right to pursue any remedy available at law or in equity, pending cure of such default by District.
- b. In the event Bastrop shall default in the performance of any material obligation to be performed by Bastrop under this Agreement, then District shall give Bastrop at least thirty (30) days' written notice of such default and the opportunity to cure same. Thereafter, in the event such default remains uncured, the District shall have the right to pursue any remedy available at law or in equity, pending cure of such default by Bastrop.

Section 11.03 Additional Remedies upon Default.

It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies existing at law or in equity may be availed of by any party and shall be cumulative of the remedies provided. Recognizing however, that Bastrop's undertaking to provide Wholesale Wastewater Service to the District System is an obligation, failure in the performance of which cannot be adequately compensated in money damages alone, Bastrop agrees, in the event of any default on its part, that District shall have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination of this Agreement) that may also be available. In recognition that failure in the performance of District's obligations could not be adequately compensated in money damages alone, District agrees in the event of any default on its part that Bastrop shall have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination of this Agreement) that may also be available to Bastrop including the right to obtain a writ of mandamus or an injunction against District requiring the District to collect rates and charges sufficient to pay the amounts owed to Bastrop by District under this Agreement. If either party institutes legal proceedings to seek adjudication of an alleged default under this Agreement, the prevailing party in the adjudication shall be entitled to its reasonable and necessary attorneys' fees. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS SUBJECT TO SUBCHAPTER I, CHAPTER 271, TEXAS LOCAL GOVERNMENT CODE.

ARTICLE XII. GENERAL PROVISIONS**Section 12.01 Assignability.**

Assignment of this Agreement is prohibited without the prior written consent of the other parties, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding anything herein to the contrary, the rights and obligations of the Developer, in whole or in part, may be sold or assigned by Developer to a subsequent owner or developer of all or a portion of the Tract or another person or entity in the City's sewer CCN.

Section 12.02 Amendment.

This Agreement may be amended or modified only by written agreement duly authorized by the respective governing bodies of District and Bastrop and executed by duly authorized representatives of each.

Section 12.03 Necessary Documents and Actions.

Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

Section 12.04 Entire Agreement.

This Agreement constitutes the entire agreement of the Parties and this Agreement supersedes any prior or contemporaneous oral or written understandings or representations of the Parties regarding Wholesale Water Service by Bastrop to District for the District Service Area.

Section 12.05 Applicable Law.

This Agreement will be construed under and in accordance with the laws of the State of Texas.

Section 12.06 Venue.

All obligations of the Parties created in the Agreement are performable in Bastrop County, Texas, and venue for any action arising under this Agreement will be in Bastrop County, Texas.

Section 12.07 Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than to the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

Section 12.08 Duplicate Originals.

This Agreement may be executed in duplicate originals each of equal dignity.

Section 12.09 Notices.

Any notice required under this Agreement may be given to the respective Parties by deposit in regular first-class mail or by hand-delivery to the address of the other party shown below:

DISTRICT: West Bastrop Village Municipal Utility District
Allen Boone Humphries Robinson, LLP
1108 Lavaca, Suite 510
Austin, TX 78701
Attn: D. Ryan Harper

DEVELOPER: West Bastrop Village, Ltd.
610 West 5th St., Ste. 601

Austin, TX 78701
Attn: David C. Mahn

CITY OF BASTROP: City of Bastrop
P. O. Box 427
Bastrop, TX 78602
Attn: City Manager

WITH REQUIRED COPY TO: Alan Bojorquez
Bojorquez Law Firm, PC
12325 Hymeadow Drive, Suite 2-100
Austin, Texas 78750

Notices shall be deemed received on the date of hand delivery or within three (3) days of deposit in first-class mail.

Section 12.10 Consents and Approvals.

Wherever this Agreement requires any Party, or its agents or employees to provide a consent, approval or similar action, the parties agree that such consent, approval or similar action will not be unreasonably withheld or delayed.

Section 12.11 Severability.

Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

Section 12.12 Records.

Bastrop and District each agree to preserve, for a period of at least two (2) years from their respective dates of origin, all books, records, test data, charts and other records pertaining to this Agreement. Bastrop and District shall each, respectively, have the right during reasonable business hours to inspect such records to the extent necessary to verify the accuracy of any statement, charge or computation made pursuant to any provisions of this Agreement.

Section 12.13 State Approval; Compliance with TCEQ Rules and Applicable Federal

Regulations.

Anything herein to the contrary notwithstanding, it is the intention of the parties that this Agreement fully comply with the requirements of the TCEQ and EPA applicable to domestic wastewater systems, effluent limitations and permitting requirements. The parties each agree to provide any information which may be requested by the other in order to respond to any inquiries or reports required by the TCEQ or EPA. If, at any time, it is determined that this Agreement does not comply with all applicable TCEQ or EPA requirements, the parties agree to cooperate to modify this Agreement in order to effect such compliance.

Section 12.14 Force Majeure.

If any party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, other than an obligation to pay or provide money, then such obligations of that party to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the affected party, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of the affected party.

Section 12.15 Good Faith.

Each party agrees that, notwithstanding any provision herein to the contrary (i) it will not unreasonably withhold or condition or unduly delay any consent, approval, decision, determination or other action which is required or permitted under the terms of this Agreement, and (ii) it will act in good faith and shall at all times deal fairly with the other party.

Section 12.16 Authority of Parties Executing Agreement, Validity.

By their execution, each of the individuals executing this Agreement on behalf of a Party represents and warrants to the other Party that he or she has the authority to execute the document in the capacity shown on this document. Each of the Parties further represent and warrant that this Agreement constitutes a valid and binding contract, enforceable against it in accordance with its terms.

Section 12.17 Exhibits.

The following exhibits are attached to and incorporated into this Agreement for all purposes:

- Exhibit A: Metes and Bounds Description of the Land
- Exhibit B: Map of Bastrop’s Sewer CCN No. 20466
- Exhibit C: Bastrop TPDES Permit No. WQ001107600
- Exhibit D: Map Showing Locations of Wastewater Delivery Points, WWTP#3
- Exhibit E: Map Showing Trunk Main West

Exhibit F: Easement for Trunk Main West
Exhibit G: Trunk Main West Proportionate Shares

Section 12.18 Effective Date and Counterparts.

This Agreement will be effective from and after the last date of due execution by all Parties. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

CITY OF BASTROP, TEXAS

By: _____
Name: Lynda Humble
Title: City Manager
Date: _____

ATTEST: _____
City Secretary

WEST BASTROP VILLAGE, LTD.

A Texas limited partnership

By: WBV GP, LLC

A Texas limited liability company, general partner

By: _____
David C. Mahn

Title: Manager

Date: _____

STATE OF _____ §

§

COUNTY OF _____ §

§

This instrument was acknowledged before me on the ____ day of _____, 2018, by David C. Mahn, Manager of WBV GP, LLC, a Texas limited liability company, General Partner of West Bastrop Village, Ltd., a Texas limited partnership, on behalf of said limited liability company as general partner of the general partner of the limited partnership.

Notary Public, State of _____

Exhibit “A”

Metes and Bounds Description of the Land

Exhibit “B”

Map of Bastrop’s Sewer CCN No. 20466

Exhibit “C”

Bastrop TPDES Permit No. WQ001107600

Exhibit “D”

Map Showing Locations of Wastewater Delivery Points, WWTP #3

Exhibit “E”

Map Showing Trunk Main West

Exhibit “F”

Easement for Trunk Main West