

**Bastrop, TX City Council  
Meeting Agenda**

Bastrop City Hall City  
Council Chambers  
1311 Chestnut Street  
Bastrop, TX 78602



(512) 332-8800

---

**December 8, 2020 at 6:30 P.M.**

---

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

---

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

**PLEASE NOTE: ANYONE IN ATTENDANCE WISHING TO ADDRESS THE COUNCIL MUST COMPLETE A CITIZEN COMMENT FORM AND GIVE THE COMPLETED FORM TO THE CITY SECRETARY PRIOR TO THE START OF THE CITY COUNCIL MEETING. ALTERNATELY, IF YOU ARE UNABLE TO ATTEND THE COUNCIL MEETING, YOU MAY COMPLETE A CITIZEN COMMENT FORM WITH YOUR COMMENTS AT [WWW.CITYOFBASTROP.ORG/CITIZENCOMMENTFORM](http://WWW.CITYOFBASTROP.ORG/CITIZENCOMMENTFORM) BEFORE 5:00 P.M. ON DECEMBER 8, 2020. COMMENTS SUBMITTED BY THIS TIME WILL GENERALLY BE READ ALOUD AT THE MEETING. COMMENTS FROM EACH INDIVIDUAL WILL BE LIMITED TO THREE (3) MINUTES WHEN READ ALOUD**

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE –**

**TEXAS PLEDGE OF ALLEGIANCE**

*Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.*

3. **INVOCATION –** Grady Chandler, Police Chaplain

4. **PRESENTATIONS**

4A. Mayor's Report

4B. Council Members' Report

---

4C. City Manager's Report

**5. WORK SESSION/BRIEFINGS**

5A. Discuss policy regarding repair of broken headstones located in the Fairview Cemetery. (Submitted by: Tracy Waldron, Chief Financial Officer)

**6. STAFF AND BOARD REPORTS**

6A. Receive presentation on the unaudited Monthly Financial Report for the period ending September 30, 2020. (Submitted by: Tracy Waldron, Chief Financial Officer)

6B. Receive presentation on the unaudited Monthly Financial Report for the period ending October 31, 2020. (Submitted by: Tracy Waldron, Chief Financial Officer)

**7. CITIZEN COMMENTS**

*At this time, three (3) minute comments will be taken from the audience on any topic. To address the Council in person, please submit a fully completed request card to the City Secretary prior to the start of the meeting or to have it read from the dais, complete a citizen comment form with comments at [www.cityofbastrop.org/citizencommentform](http://www.cityofbastrop.org/citizencommentform) before 5:00 p.m. on December 8, 2020. Submitted comments will be read aloud at the meeting. Comments from each individual will be limited to three (3) minutes when read aloud. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Manager for research and possible future action.*

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

**8. CONSENT AGENDA**

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

8A. Consider action to approve City Council minutes from the November 10, 2020 Regular meeting. (Submitted by: Ann Franklin, City Secretary)

8B. Consider action to approve Resolution No. R-2020-120 of the City Council of the City of Bastrop, Texas approving the 2021 Council Meeting Schedule, attached as Exhibit A; and providing an effective date. (Submitted by: Ann Franklin, City Secretary)

- 8C. Consider action to approve the second reading of Ordinance No. 2020-31 of the City Council of the City of Bastrop, Texas amending Bastrop Building Block (B<sup>3</sup>) Code Section 2.3.004 Annual Adoption of Schedule of Uniform Submittal Dates for Site Plans and Place Type Zoning Changes, and Bastrop Building Block (B<sup>3</sup>) Technical Manual Section 1.2.002 Uniform Submittal Dates, as shown in Exhibit A, establishing a repealing clause, providing severability, and providing an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer) (Submitted by: Jennifer Bills, Assistant Director Planning)
- 8D. Consider action to approve Resolution No. R-2020-117 of the City Council of the City of Bastrop, Texas approving a CARES Act Funding Agreement with the Bastrop Economic Development Corporation, attached as Exhibit A, in an amount not to exceed One Hundred Twenty-Six Thousand Dollars (\$126,000); and establishing an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)
- 8E. Consider action to approve Resolution No. R-2020-121 of the City Council of the City of Bastrop, Texas, stating that the City Council has determined the Construction Manager at Risk (CMAR) delivery method to provide the best value to the City and that the award of the Construction Manager At Risk Contract will be awarded based on best value to the City; and providing an effective date. (Submitted by: Trey Job, Assistant City Manager)
- 8F. Consider action to approve Resolution No. R-2020-119 of the City Council of the City of Bastrop, Texas awarding a contract for The Sidewalk Connectivity Project to 304 Construction, LLC, in the amount of two hundred twenty thousand and fifty three dollars (\$220,053.00); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Curtis Hancock, Director of Public Works)
- 8G. Consider action to approve Resolution No. R-2020-112 approving reappointment of Charles W. Carver, JD as Associate Judge, Bastrop Municipal Court, City of Bastrop; naming the appointed Judge to a term of two (2) years; authorizing the City Manager to execute a contract; attached as Exhibit A; providing for a repealing clause; and establishing an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)
- 8H. Discuss and consider action to confirm standard forms and Rules of Procedure proposed by the Bastrop Board of Ethics. (Submitted by: Paul A. Hofmann, City Manager)

## **9. ITEMS FOR INDIVIDUAL CONSIDERATION**

- 9A. Consider and adopt on first and final reading Ordinance No. 2020-29 as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regards to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety.
- 9B. Consider action to approve Resolution No. R-2020-118 of the City Council of the City of Bastrop, Texas for a Speed Hump Policy, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Curtis Hancock, Director of Public Works)



- 9C. Consider action to approve Resolution No. R-2020-125 of the City Council of the City of Bastrop, Texas, authorizing the City Manager to take certain actions regarding fitness and recreational facilities and programs as related to the Bastrop Young Men's Christian Association (Bastrop YMCA). (Submitted by: Paul A. Hofmann, City Manager)
- 9D. Consider action to approve the Ordinance No. 2020-32 of the City Council of the City of Bastrop, Texas authorizing the issuance of City of Bastrop, Texas Limited Tax Note, Series 2020; prescribing the form of the note; levying an ad valorem tax to pay the note; awarding the sales thereof; and enacting other provisions relating thereto. (Submitted by: Tracy Waldron, Chief Financial Officer)
- 9E. Consider action to approve the first reading of Ordinance No. 2020-33 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2021 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date, and move to include on the January 12, 2020 City Council consent agenda for a second reading. (Submitted by: Tracy Waldron, Chief Financial Officer)
- 9F. Consider action to approve the first reading of Ordinance No. 2020-34 of the City Council of the City of Bastrop, Texas, amending the code of ordinances, affirming the creation of Assistant City Manager positions, addressing designation of an Acting City Manager, and removing the Director of Public Safety position by amending Sections 9.02.004 and 9.02.005, and repealing Article 9.05, Division 2, and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting; and move to include on the January 12, 2020 City Council consent agenda for a second reading. (Submitted by: Tanya Cantrell, Human Resources Director)
- 9G. Consider action to approve Resolution No. R-2020-122 of the City Council of the City of Bastrop, Texas, requiring a Professional Service Agreement be executed with NEU Community Bastrop LLC for the continued review of the NEU Community Bastrop Public Improvement District and NEU Community Bastrop Development Agreement, as attached in Exhibit A; authorizing the City Manager to execute necessary documents; providing for a repealing clause; and establishing an effective date.
- 9H. Hold public hearing and consider action to approve Resolution No. R-2020-123 of the City Council, of the City of Bastrop, Texas, authorizing the creation of the NEU Community Bastrop Public Improvement District within the City of Bastrop, pursuant to Chapter 372 of the Texas Local Government Code, as shown in Exhibit A, establishing findings of fact, authorizing and directing the publication of notice; and establishing an effective date. (Trey Job, Assistant City Manager and Jennifer Bills, Assistant Director of Planning)
- 9I. Consider action to approve Resolution No. R-2020-124 of the City Council of the City of Bastrop, Texas, approving a development agreement for NEU Community Bastrop LLC on 410.599 acres of the Nancy Blakey survey, Abstract A-98, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; and establishing an effective date. (Trey Job, Assistant City Manager and Jennifer Bills, Assistant Director of Planning)

**10. EXECUTIVE SESSION - NONE**

**11. ADJOURNMENT**



I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, [www.cityofbastrop.org](http://www.cityofbastrop.org) and said Notice was posted on the following date and time: Friday, December 4, 2020 at 3:00 p.m. and remained posted for at least two hours after said meeting was convened.

*Ann Franklin*  
Ann Franklin, City Secretary





# STAFF REPORT

---

**MEETING DATE:** December 8, 2020

**AGENDA ITEM:** 4A

**TITLE:**

Mayor's Report

**STAFF REPRESENTATIVE:**

Paul A. Hofmann, City Manager

**POLICY EXPLANATION:**

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

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

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

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

**ATTACHMENTS:**

- Power Point Presentation

*Mayor's Report*  
*December 8, 2020*





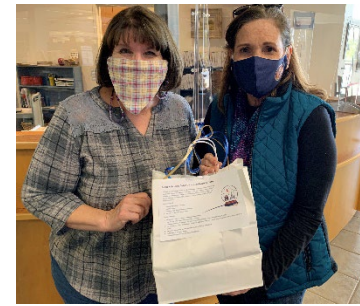


4th Annual Board & Commissions Banquet

# Latest Activities

Since Nov 10

Events in 2020: 301



Gingerbread  
Decorating  
Kit



Main Street Ribbon Cutting



Bassano's Grand Opening



Blake's Music Shop



Smile with Your Eyes



Gobble Kit Delivery



Black & White Interiors



# *Planned Events*

*December 1 - 8*

- December 1
  - EOC Weekly Update
  - Policy Group Call
  - Rotary – B3 Code presentation by ACM Trey Job
  - TML Region 10 Meeting
- December 2
  - National COVID Briefing Call
  - MLK Planning Meeting (2021 sponsored by Smithville)
- December 3
  - CRCA Interview with 9<sup>th</sup> Graders
  - Film Bastrop Industry Sector Meeting
- December 4
  - TML Board Meeting
  - Speaker for CHE Municipal Fundamentals Seminar
- December 7 – Library Board Meeting
- December 8
  - EOC Weekly Update
  - Council Meeting



# *Upcoming Events & City Meetings*

- December 10 – TML Economics Development Webinar
- December 12 – Library Open House (COVID Safety Measures in place)
- **December 14 – Kahoot Match with ACES students**
- December 15 – EOC Weekly Update
- December 22 – EOC Weekly Update
- December 24/25 – City Hall CLOSED – *Merry Christmas*
- December 29 – EOC Weekly Update
- January 1 – City Hall CLOSED – *Happy New Year*
- January 6 – Monthly Chamber Luncheon
- January 12 – City Council Meeting







# STAFF REPORT

---

**MEETING DATE:** December 8, 2020

**AGENDA ITEM:** 4B

**TITLE:**

Council Members' Report

**STAFF REPRESENTATIVE:**

Paul A. Hofmann, City Manager

**POLICY EXPLANATION:**

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

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

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

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



# STAFF REPORT

---

**MEETING DATE:** December 8, 2020

**AGENDA ITEM:** 4C

**TITLE:**

City Manager's Report

**STAFF REPRESENTATIVE:**

Paul A. Hofmann, City Manager

**POLICY EXPLANATION:**

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

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

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

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



# STAFF

# REPORT

**MEETING DATE:** December 8, 2020

**AGENDA ITEM:** 5A

**TITLE:**

Discuss policy regarding repair of broken headstones located in the Fairview Cemetery.

**STAFF REPRESENTATIVE:**

Tracy Waldron, Chief Financial Officer

**BACKGROUND/HISTORY:**

The Fairview Cemetery Advisory Board has met and discussed the broken headstones within the cemetery on several occasions. Finance Department staff has reviewed the current ordinance with the board. The current ordinance states:

*Sec.15.01.008 (c) "Cemetery care, oversight and supervision by the city does not include the purchase, erection, repair, leveling or replacement of monuments, headstones, markers or any other item on a grave site"*

Mari Tipton, with the finance department has done the following research:

- Texas Historical Commission – Unless repairs are stated in the bylaws (referring to a cemetery association) they should not be made as the headstones are considered personal property of the plot owner.
- City of Taylor (oldest grave 1853) – spoke to staff at this cemetery and they state they are not repairing headstones due to the liability.
- City of Smithville – Does not coordinate or fund the repair of damaged headstones. They will prop up the broken headstones if possible.
- City of San Marcos (graves going back to 1812) – The city attempts to contact a plot owner or their descendants if possible, for repair. The headstones remain as is unless it is a danger to visitors. If that is the case, they will remove the headstone.

We have also had the discussion of the city's liability regarding these headstones and that some of them could fall over. The city attorney has been asked to respond to the city's liability as a part of this workshop.

**POLICY EXPLANATION:**

Changes to the policy of the Fairview Cemetery would require amendment to the ordinance by City Council.

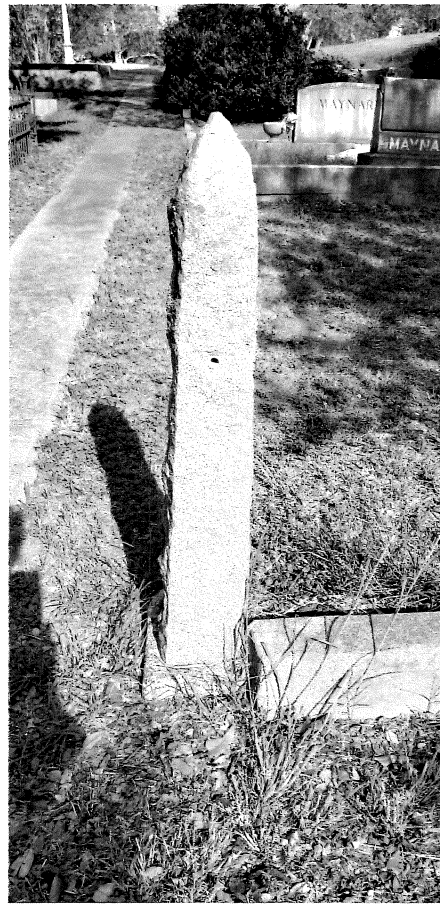
**ATTACHMENTS:**

- Pictures





Charles McNeil



Hitching Post



Robert Magers



Chas. & Selma Ziegenhals



# STAFF

# REPORT

**MEETING DATE:** December 8, 2020

**AGENDA ITEM:** 6A

**TITLE:**

Receive presentation on the unaudited Monthly Financial Report for the period ending September 30, 2020.

**STAFF REPRESENTATIVE:**

Tracy Waldron, Chief Financial Officer

**BACKGROUND/HISTORY:**

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

**REVENUE**

General Fund is exceeding revenue the budget by almost 8%. This is attributed to development fees, sales tax and CARES funding being substantially higher than budgeted.

The Water/Wastewater debt fund was short of budget due to less interest earned than budgeted.

The Electric fund is running slightly short of forecast due to lower rate adjustments for pass-through credits.

HOT funds revenue is short of forecast due to COVID-19 impacting the hospitality industry. The Hyatt Lost Pines closed from April to June.

The Park Land Dedication fund had an error in the revenue that needed to be adjusted regarding the amount of lease revenue that can be recognized of the payment from the County for Mayfest Park lease agreement.

**EXPENDITURES**

All funds are positive variance to forecasted expenditures year to date.

**POLICY EXPLANATION:**

This reporting requirement is set forth by the City of Bastrop Financial Management Policies, Chapter IV. Operating Budget, Section D. Reporting, as adopted by Resolution R-2019-90 on October 22, 2019.

**ATTACHMENTS:**

- Unaudited Monthly Financial Report for the period ending September 30, 2020

# CITY OF BASTROP

Comprehensive Monthly Financial Report  
September 2020



# Performance at a Glance as of September 30, 2020



	YEAR TO DATE	REFERENCE
<b>ALL FUNDS SUMMARY</b>		
ALL FUNDS SUMMARY	POSITIVE	Page 4-5
GENERAL FUND REV VS EXP	POSITIVE	Page 6
SALES TAXES	POSITIVE	Page 7
PROPERTY TAXES	POSITIVE	Page 8
WATER/WASTEWATER FUND REV VS EXP	POSITIVE	Page 9
WATER/WASTEWATER REVENUES	POSITIVE	Page 10
ELECTRIC FUND REV VS EXP	POSITIVE	Page 11
ELECTRIC REVENUES	NEGATIVE	Page 12
HOT TAX FUND REV VS EXP	NEGATIVE	Page 13
HOTEL OCCUPANCY TAX REVENUES	NEGATIVE	Page 14
Legal fees	N/A	Page 15
<b>PERFORMANCE INDICATORS</b>		
<b>POSITIVE</b>	= Positive variance or negative variance < 1% compared to seasonal trends	
<b>WARNING</b>	= Negative variance of 1-5% compared to seasonal trends	
<b>NEGATIVE</b>	= Negative variance of > 5% compared to seasonal trends	



## BUDGET SUMMARY OF ALL FUNDS

	FY2020 <u>Approved Budget</u>	FY2020 <u>Forecast YTD</u>	FY2020 <u>Actual YTD</u>	<u>Variance</u>
<b><u>Revenues:</u></b>				
General	\$ 12,138,091	\$ 12,138,091	\$ 12,975,865	6.9%
Designated	59,710	59,710	84,832	42.1%
Innovation	137,137	66,984	66,984	0.0%
Street Maintenance	248,000	248,000	253,064	2.0%
Debt Service	2,787,826	2,787,826	2,788,802	0.0%
Water/Wastewater	6,214,823	6,214,823	6,194,680	-0.3%
Water/Wastewater Debt	1,900,885	1,900,885	1,818,632	-4.3%
Water/Wastewater Capital Proj	3,070,000	3,070,000	3,446,442	12.3%
Impact Fees	420,850	420,850	1,264,919	200.6%
Vehicle & Equipment Replacement	461,692	461,692	507,684	10.0%
Electric	7,126,562	7,126,562	6,450,146	-9.5%
HOT Tax Fund	3,708,456	3,708,456	2,362,837	-36.3%
Library Board	20,550	20,550	28,378	38.1%
Cemetery	106,250	106,250	114,945	8.2%
Capital Bond Projects	3,349,644	3,349,644	23,954,309	615.1%
Grant Fund	2,863,125	1,225,000	1,244,707	1.6%
Park/Trail Land Dedicaiton	1,000	1,000	(15,345)	-1634.5%
Hunter's Crossing PID	2,985,224	2,985,224	3,010,753	0.9%
<b>TOTAL REVENUES</b>	<b>\$ 47,599,825</b>	<b>\$ 45,891,547</b>	<b>\$ 66,552,634</b>	<b>45.0%</b>

**POSITIVE**  
**WARNING**  
**NEGATIVE**

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

## BUDGET SUMMARY OF ALL FUNDS

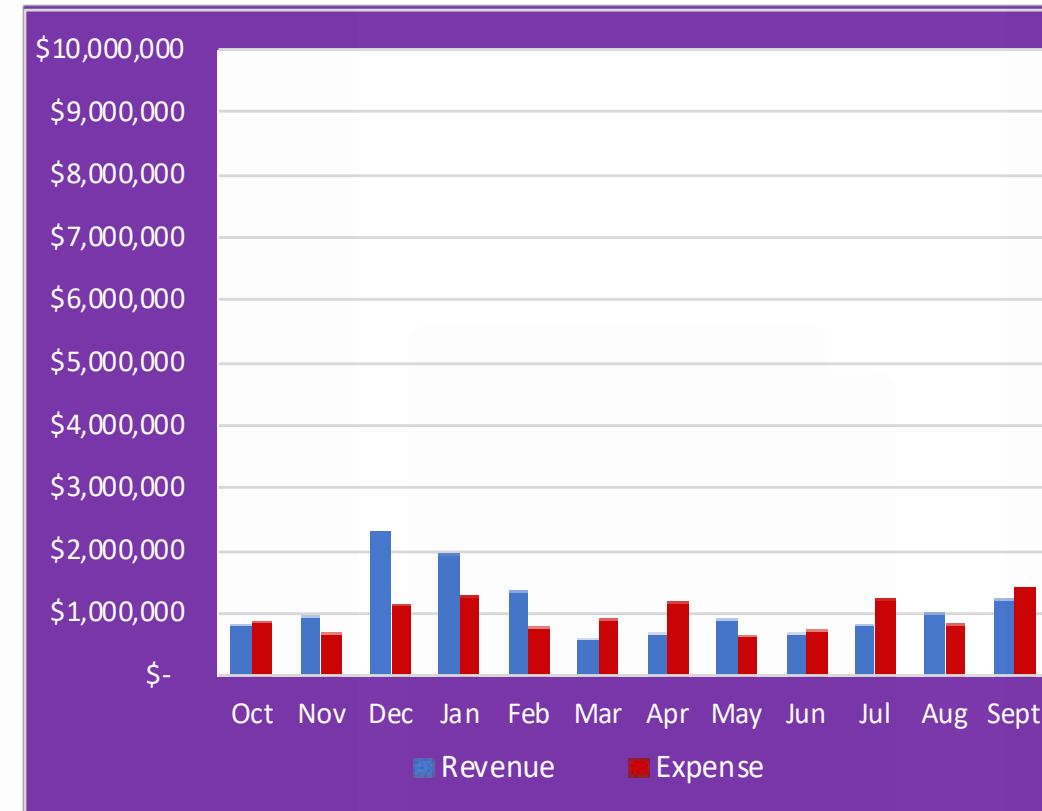
	<u>FY2020 Approved Budget</u>	<u>FY2020 Forecast YTD</u>	<u>FY2020 Actual YTD</u>	<u>Variance</u>
<b><u>Expense:</u></b>				
General	\$ 12,141,090	\$ 12,141,090	\$ 11,329,252	-6.7%
Designated	471,950	471,950	8,974	-98.1%
Innovation	978,205	978,205	527,330	-46.1%
Street Maintenance	1,285,345	1,285,345	1,206,931	-6.1%
Debt Service	2,790,559	2,790,559	2,548,818	-8.7%
Water/Wastewater	6,182,902	6,182,902	6,028,406	-2.5%
Water/Wastewater Debt	3,870,887	3,870,887	3,553,967	-8.2%
Water/Wastewater Capital Proj.	4,614,323	4,614,323	4,138,085	-10.3%
Impact Fees	732,691	732,691	136,330	-81.4%
Vehicle & Equipment Replacement	356,500	356,500	247,408	-30.6%
Electric	7,714,148	7,714,148	6,653,917	-13.7%
HOT Tax Fund	4,215,966	4,215,966	3,316,198	-21.3%
Library Board	23,453	23,453	6,154	-73.8%
Park Dedication	100,000	-	-	0.0%
Cemetery	118,429	118,429	110,337	-6.8%
Hunter's Crossing PID	3,395,969	3,395,969	3,409,737	0.4%
Capital Projects (Bond)	8,859,185	8,859,185	7,261,826	-18.0%
Grant Fund	2,863,125	1,225,000	1,224,707	0.0%
<b>TOTAL EXPENSES</b>	<b>\$ 60,714,727</b>	<b>\$ 58,976,602</b>	<b>\$ 51,708,377</b>	<b>-12.3%</b>
Surplus/(Shortfall)	\$ (13,114,902)	\$ (13,085,055)	\$ 14,844,257	-213.4%

<b>POSITIVE</b>	= Negative variance or positive variance < 1% compared to forecast
<b>WARNING</b>	= Positive variance of 1-5% compared to forecast
<b>NEGATIVE</b>	= Positive variance of >5% compared to forecast

OVERALL FUND PERFORMANCE

GENERAL FUND REVENUES VS EXPENSES

Month	FY2020 Revenue	FY2020 Expense	Monthly Variance
Oct	\$ 793,594	\$ 828,778	\$ (35,184)
Nov	927,420	679,143	\$ 248,277
Dec	2,283,803	1,110,497	\$ 1,173,306
Jan	1,909,225	1,242,730	\$ 666,495
Feb	1,341,319	748,546	\$ 592,773
Mar	571,335	897,197	\$ (325,862)
Apr	636,183	1,138,326	\$ (502,143)
May	896,526	603,745	\$ 292,781
Jun	644,665	715,493	\$ (70,828)
Jul	807,093	1,202,188	\$ (395,095)
Aug	984,330	771,536	\$ 212,794
Sept	1,180,372	1,391,073	\$ (210,701)
<b>Total</b>	<b>\$ 12,975,865</b>	<b>\$ 11,329,252</b>	<b>\$ 1,646,613</b>
Cumulative Forecast	\$ 12,138,091	\$ 12,141,090	\$ (2,999)
Actual to Forecast \$	\$ 837,774	\$ 811,838	\$ 1,649,612
Actual to Forecast %	6.90%	6.69%	13.59%



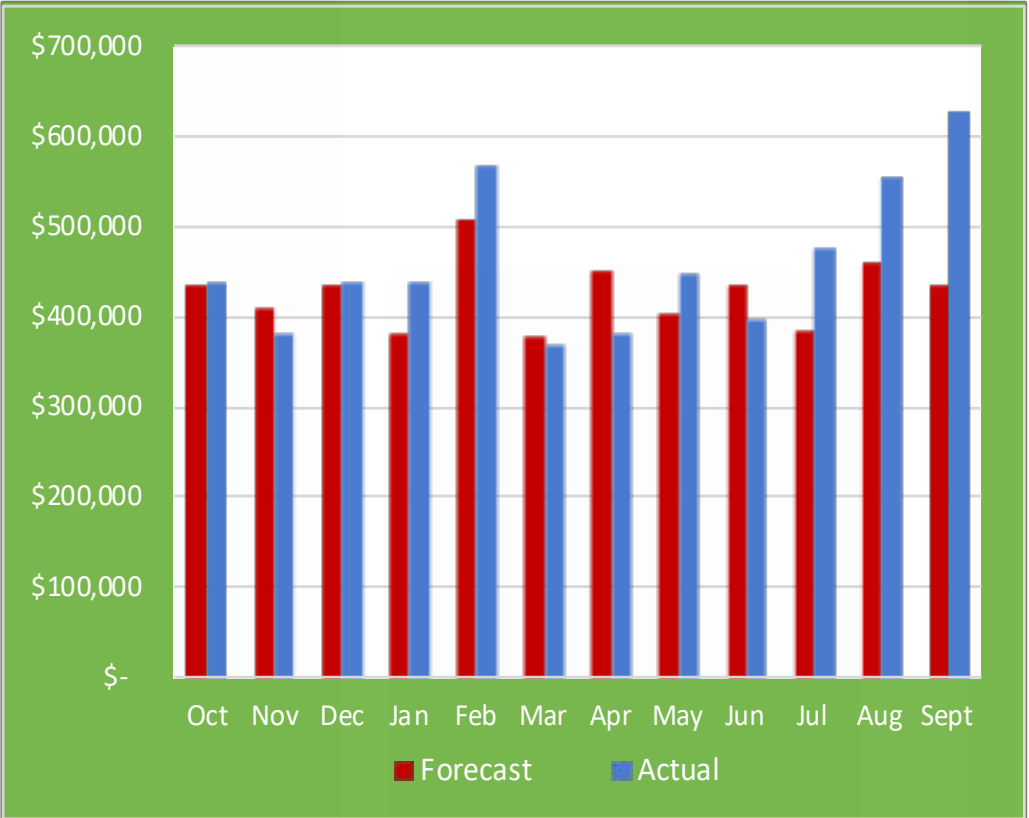
POSITIVE

Cumulatively overall, the General Fund is positive of forecasted by almost 14%. There is salary savings that is attributing to the positive expense variance. Also, departments were asked to only purchase those items that are essential and hold off on any special project expenses. Some contracts are paid out quarterly which is why expenses are higher in Jan., Apr., July, and September. There was additional revenue from sales tax, development services, and CARES funding that exceeded the budgeted amount.

REVENUE ANALYSIS

SALES TAX REVENUE

Month	FY2020 Forecast	FY2020 Actual	Monthly Variance
Oct	\$ 432,174	\$ 434,511	\$ 2,337
Nov	406,752	378,114	\$ (28,638)
Dec	432,174	434,387	\$ 2,213
Jan	379,029	434,307	\$ 55,278
Feb	505,312	562,560	\$ 57,248
Mar	376,892	364,760	\$ (12,132)
Apr	448,102	379,155	\$ (68,947)
May	400,691	443,237	\$ 42,546
Jun	432,174	394,160	\$ (38,014)
Jul	381,330	471,365	\$ 90,035
Aug	457,596	552,230	\$ 94,634
Sept	432,174	622,511	\$ 190,337
<b>Total</b>	<b>\$ 5,084,400</b>	<b>\$ 5,471,297</b>	<b>\$ 386,897</b>
Cumulative Forecast	\$ 5,084,400		
Actual to Forecast	\$ 386,897	7.6%	



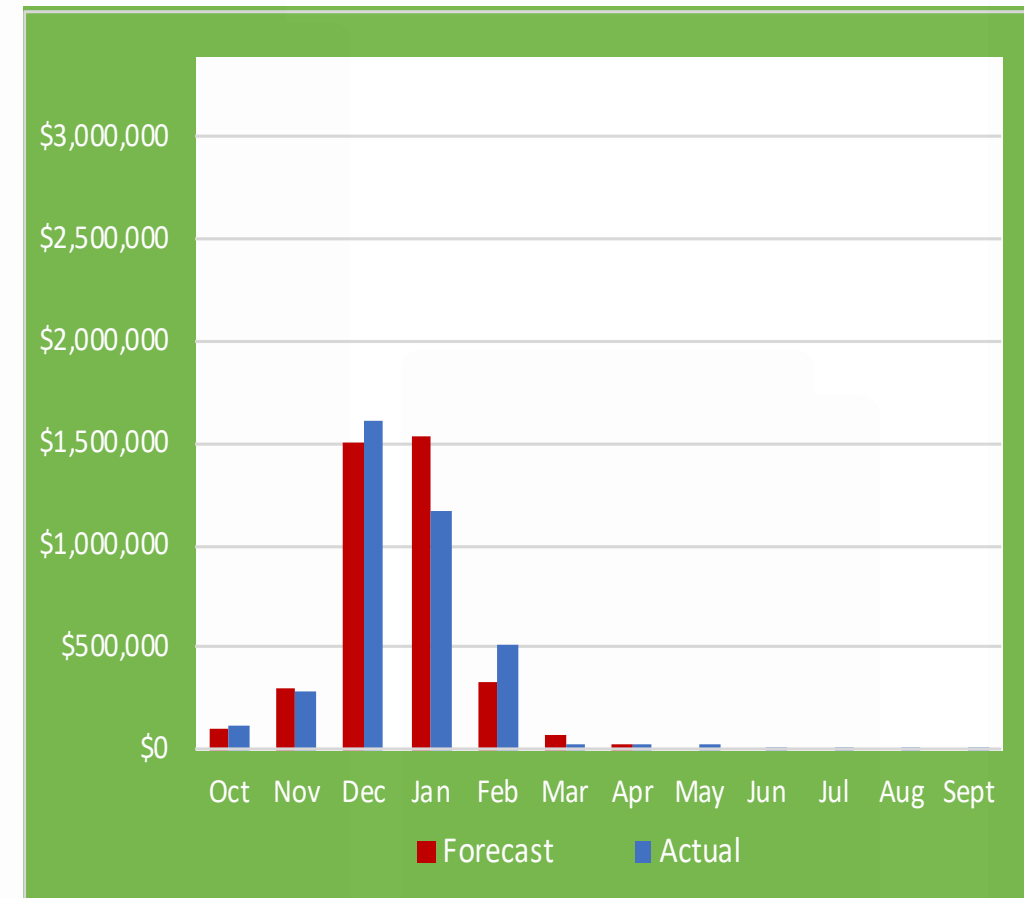
POSITIVE

Sales Tax is 42% of the total budgeted revenue for General Fund. The actual amounts for Oct. and Nov. are estimated due to the State Comptroller's two month lag in payment of these earned taxes. The actual is over 7.5% over forecasted. The year end projection is expected to exceed the budgeted amount.



# PROPERTY TAX REVENUE

<u>Month</u>	<u>FY2020 Forecast</u>	<u>FY2020 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 96,182	\$ 110,455	\$ 14,273
Nov	292,365	288,604	\$ (3,761)
Dec	1,500,445	1,610,759	\$ 110,314
Jan	1,538,918	1,175,352	\$ (363,566)
Feb	323,202	516,287	\$ 193,085
Mar	76,946	29,067	\$ (47,879)
Apr	19,236	20,390	\$ 1,154
May	-	17,700	\$ 17,700
Jun	-	14,276	\$ 14,276
Jul	-	15,682	\$ 15,682
Aug	-	14,165	\$ 14,165
Sept	-	5,441	\$ 5,441
<b>Total</b>	<b>\$ 3,847,294</b>	<b>\$ 3,818,178</b>	<b>\$ (29,116)</b>
Cumulative Forecast	\$ 3,847,294		
Actual to Forecast	\$ (29,116)	-0.76%	



POSITIVE

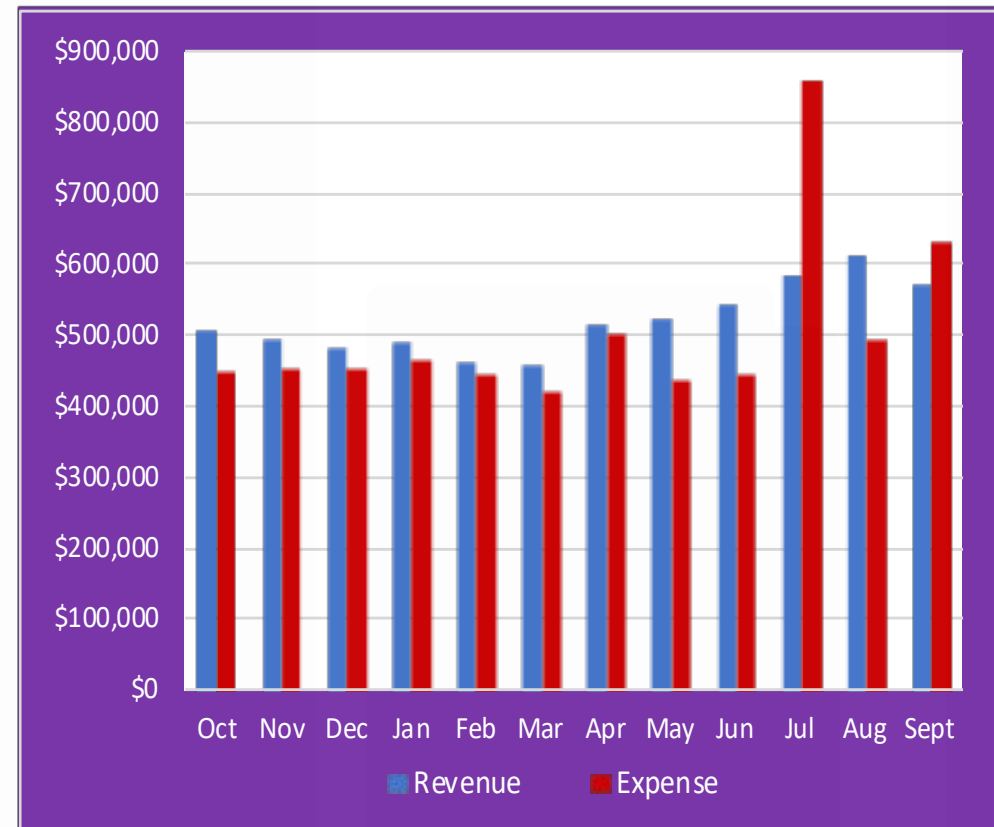
Property tax represents 31% of the total General Fund revenue budget. The actual is short the forecast by less than 1%. We have consistently had a 99% collection rate. The City received a supplemental report for Tax Year 2019 in April and it reflected a large decrease in the taxable valuation amount from the certified amounts received in July of 2019. **Due to this decrease it is not likely that we will collect the total amount budgeted.**

# COMPREHENSIVE MONTHLY FINANCIAL REPORT – September 2020

## OVERALL FUND PERFORMANCE

### WATER/WASTEWATER FUND REVENUES VS EXPENSES

<u>Month</u>	FY2020 <u>Revenue</u>	FY2020 <u>Expense</u>	Monthly <u>Variance</u>
Oct	\$ 501,916	\$ 447,250	\$ 54,666
Nov	490,855	449,305	\$ 41,550
Dec	478,735	452,449	\$ 26,286
Jan	485,721	463,689	\$ 22,032
Feb	458,214	442,619	\$ 15,595
Mar	452,776	418,358	\$ 34,418
Apr	511,706	500,931	\$ 10,775
May	518,149	436,064	\$ 82,085
Jun	540,167	443,026	\$ 97,141
Jul	579,571	854,870	\$ (275,299)
Aug	608,606	491,646	\$ 116,960
Sept	568,264	628,198	\$ (59,934)
<b>Total</b>	<b>\$ 6,194,680</b>	<b>\$ 6,028,405</b>	<b>\$ 166,275</b>
Cumulative Forecast	\$ 6,214,823	\$ 6,182,902	\$ 31,921
Actual to Forecast \$	\$ (20,143)	\$ 154,497	\$ 134,354
Actual to Forecast %	-0.32%	2.50%	2.17%



**POSITIVE**

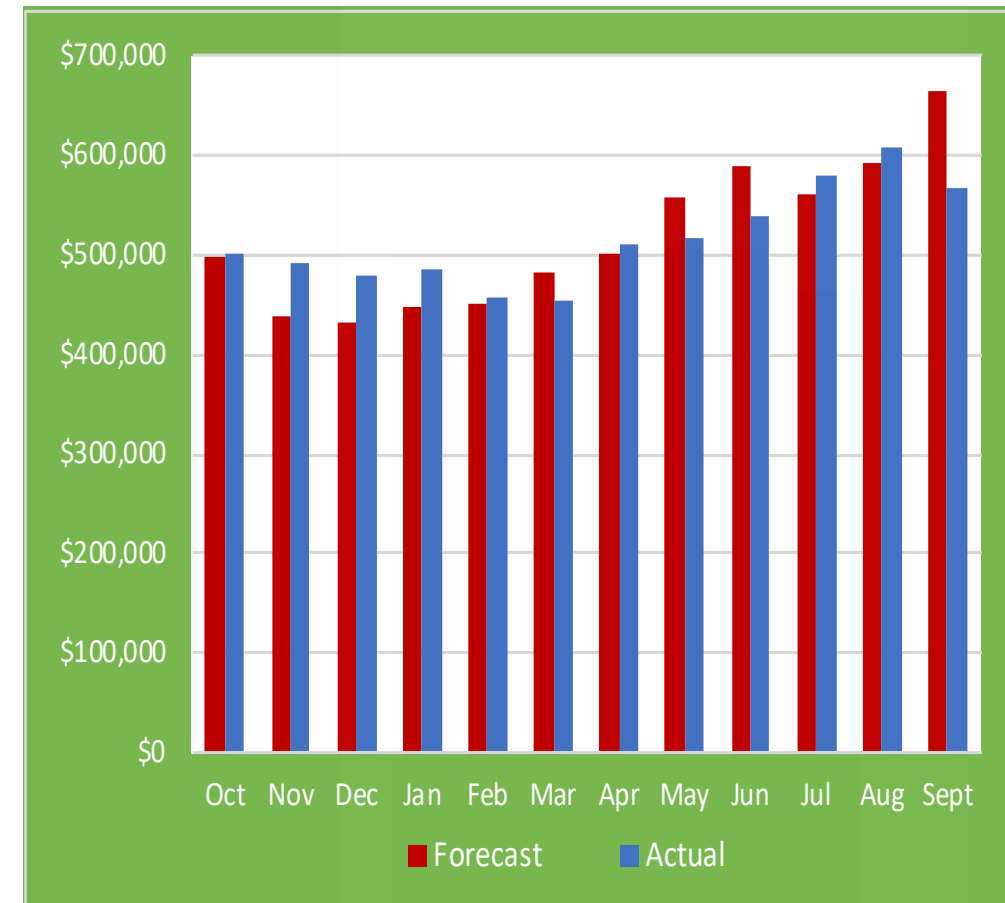
Water and wastewater fund is 2% net positive. There are several vacant positions in this fund. Revenue ended just shy of the forecast. July expense is up due to the issuance costs on the \$21M revenue bond closing during this month.

# COMPREHENSIVE MONTHLY FINANCIAL REPORT – September 2020

## REVENUE ANALYSIS

# WATER/WASTEWATER REVENUE

<u>Month</u>	<u>FY2020 Forecast</u>	<u>FY2020 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 497,087	\$ 501,916	\$ 4,829
Nov	439,890	490,855	\$ 50,965
Dec	433,509	478,735	\$ 45,226
Jan	447,943	485,721	\$ 37,778
Feb	449,890	458,214	\$ 8,324
Mar	482,653	452,776	\$ (29,877)
Apr	500,346	511,706	\$ 11,360
May	558,717	518,149	\$ (40,568)
Jun	589,533	540,167	\$ (49,366)
Jul	560,665	579,571	\$ 18,906
Aug	591,480	608,606	\$ 17,126
Sept	663,111	568,264	(94,847)
<b>Total</b>	<b>\$ 6,214,824</b>	<b>\$ 6,194,680</b>	<b>\$ (20,144)</b>
Cumulative Forecast	\$ 6,214,824		
Actual to Forecast	\$ (20,144)	-0.32%	



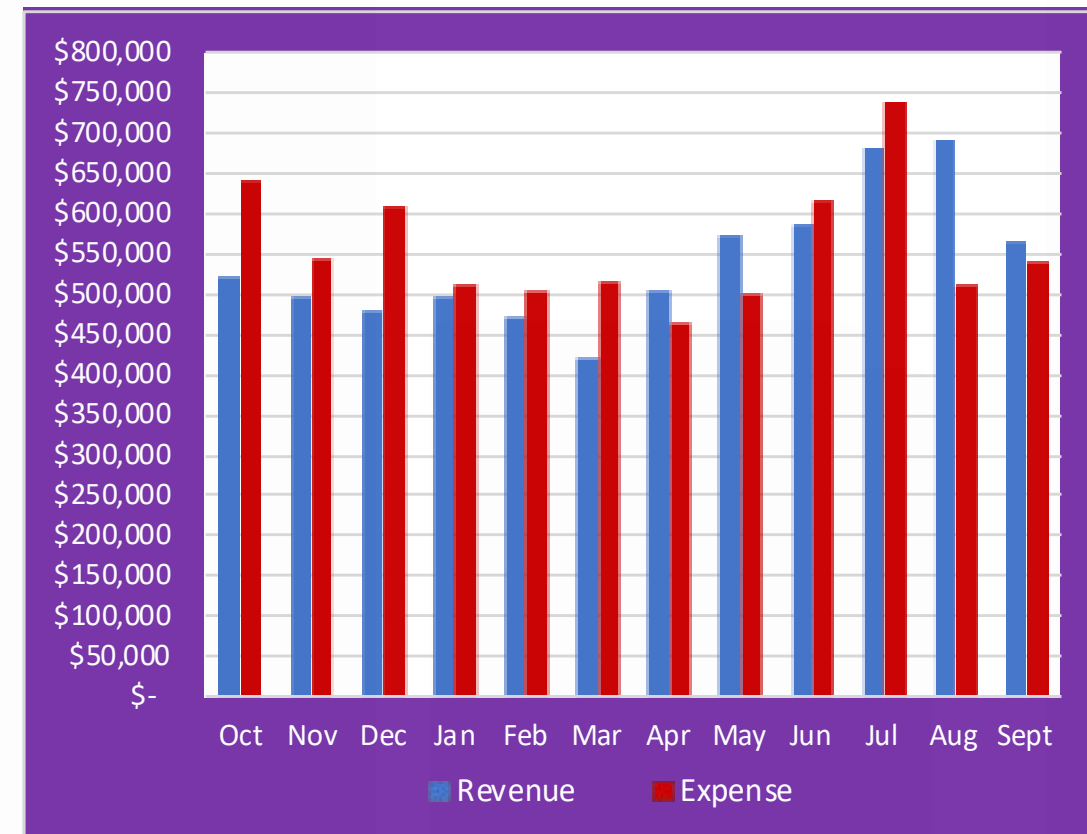
**POSITIVE**

The water and wastewater actual revenue is under forecast by slightly less than .5%. There were 21 new meters set this month, 19 residential and 2 commercial.

OVERALL FUND PERFORMANCE

ELECTRIC FUND REVENUES VS EXPENSES

<u>Month</u>	<u>FY2020 Revenue</u>	<u>FY2020 Expense</u>	<u>Monthly Variance</u>
Oct	\$ 520,687	\$ 637,713	\$ (117,026)
Nov	493,894	541,649	\$ (47,755)
Dec	475,356	604,251	\$ (128,895)
Jan	493,218	507,590	\$ (14,372)
Feb	467,516	501,834	\$ (34,318)
Mar	419,164	510,512	\$ (91,348)
Apr	501,106	461,237	\$ 39,869
May	569,284	497,301	\$ 71,983
Jun	585,177	611,869	\$ (26,692)
Jul	676,900	735,142	\$ (58,242)
Aug	686,682	507,002	\$ 179,680
Sept	561,162	537,816	\$ 23,346
<b>Total</b>	<b>\$ 6,450,146</b>	<b>\$ 6,653,916</b>	<b>\$ (203,770)</b>
Cumulative Forecast	\$ 7,126,562	\$ 7,714,148	\$ (587,586)
Actual to Forecast \$	\$ (676,416)	\$ 1,060,232	\$ 383,816
Actual to Forecast %	-9.49%	13.74%	4.25%



**POSITIVE**

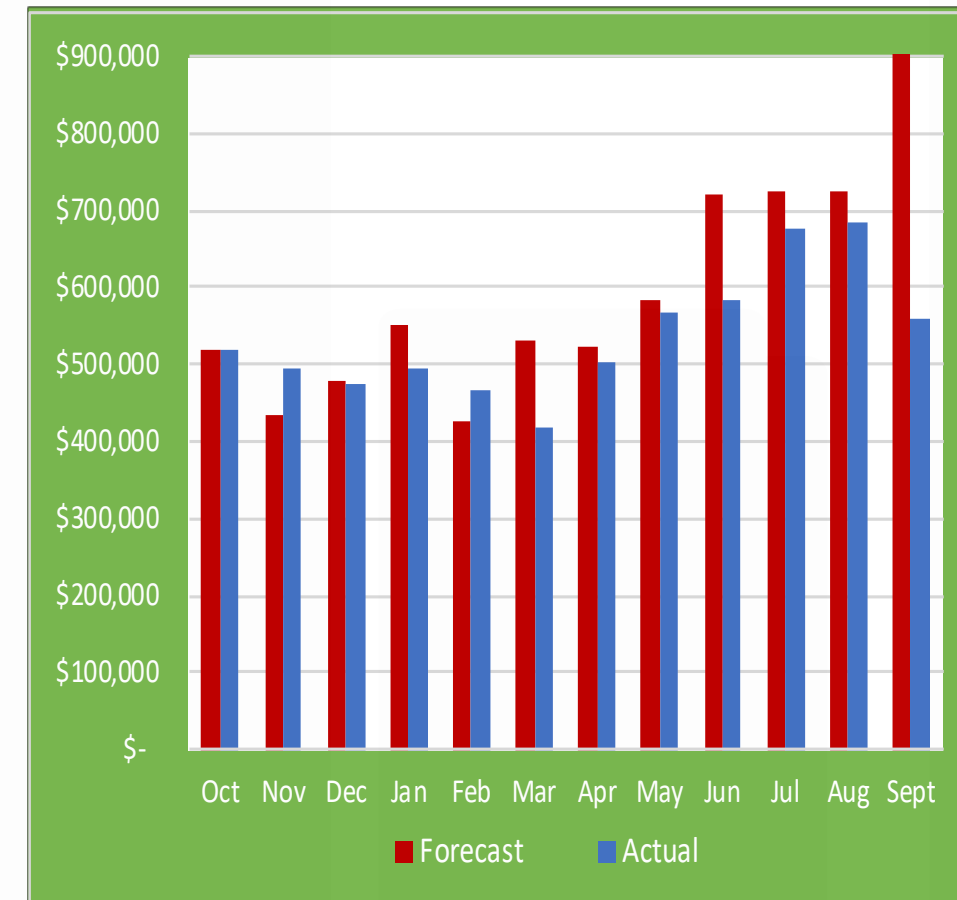
The Electric utility fund is over 4% net positive actual to forecast. The expense is higher in October due to budgeted annual transfers that were processed during this month. This budget was approved with expenditures exceeding revenues to utilize available fund balance for capital projects and special projects. Most of these projects have been put on hold due to COVID-19.



REVENUE ANALYSIS

**ELECTRIC FUND REVENUE**

<u>Month</u>	FY2020 <u>Forecast</u>	FY2020 <u>Actual</u>	Monthly <u>Variance</u>
Oct	\$ 517,966	\$ 520,687	\$ 2,721
Nov	435,450	493,894	\$ 58,444
Dec	477,708	475,356	\$ (2,352)
Jan	551,515	493,218	\$ (58,297)
Feb	425,321	467,516	\$ 42,195
Mar	531,386	419,164	\$ (112,222)
Apr	524,676	501,106	\$ (23,570)
May	585,063	569,284	\$ (15,779)
Jun	719,257	585,177	\$ (134,080)
Jul	725,966	676,900	\$ (49,066)
Aug	725,966	686,682	\$ (39,284)
Sept	906,288	561,162	(345,126)
<b>Total</b>	<b>\$ 7,126,562</b>	<b>\$ 6,450,146</b>	<b>\$ (676,416)</b>
Cumulative Forecast	\$ 7,126,562		
Actual to Forecast	\$ (676,416)	-9.49%	



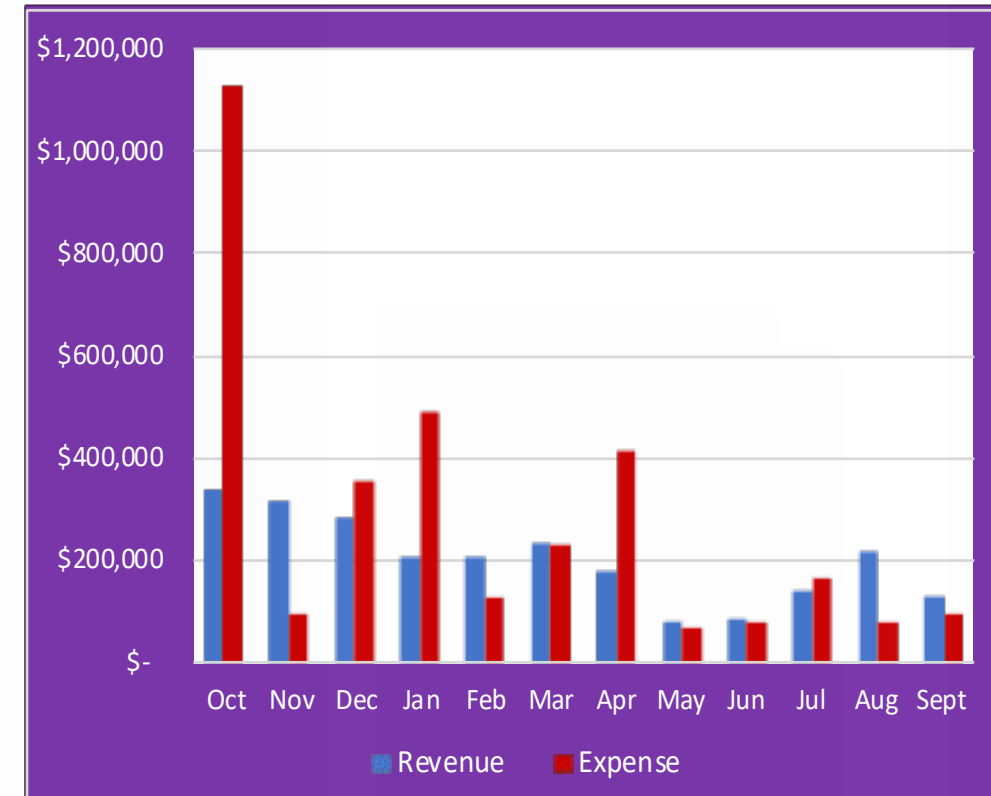
**NEGATIVE**

The Electric utility revenue is short of forecast by over 9%. There were 2 new meters set this month. There are several factors for this shortfall. LCRA applied a credit to the power bill that is now being passed through to the customers, creating a lower billed amount than previously forecasted. Also, extension fee revenue is well below forecasted amount.

OVERALL FUND PERFORMANCE

**HOT TAX FUND REVENUES VS EXPENSES**

<u>Month</u>	<u>FY2020 Revenue</u>	<u>FY2020 Expense</u>	<u>Monthly Variance</u>
Oct	\$ 332,664	\$ 1,120,211	\$ (787,548)
Nov	310,199	92,618	\$ 217,581
Dec	276,054	354,093	\$ (78,039)
Jan	200,031	489,461	\$ (289,430)
Feb	203,616	125,811	\$ 77,805
Mar	228,663	230,499	\$ (1,836)
Apr	174,091	412,556	\$ (238,465)
May	76,187	70,283	\$ 5,904
Jun	83,458	80,999	\$ 2,459
Jul	138,514	167,200	\$ (28,686)
Aug	210,877	78,382	\$ 132,495
Sept	128,483	94,086	\$ 34,397
<b>Total</b>	<b>\$ 2,362,837</b>	<b>\$ 3,316,199</b>	<b>\$ (953,363)</b>
Cumulative Forecast	\$ 3,708,456	\$ 4,215,966	\$ (507,510)
Actual to Forecast \$	\$ (1,345,620)	\$ 899,767	\$ (445,853)
Actual to Forecast %	-36.29%	21.34%	-14.94%



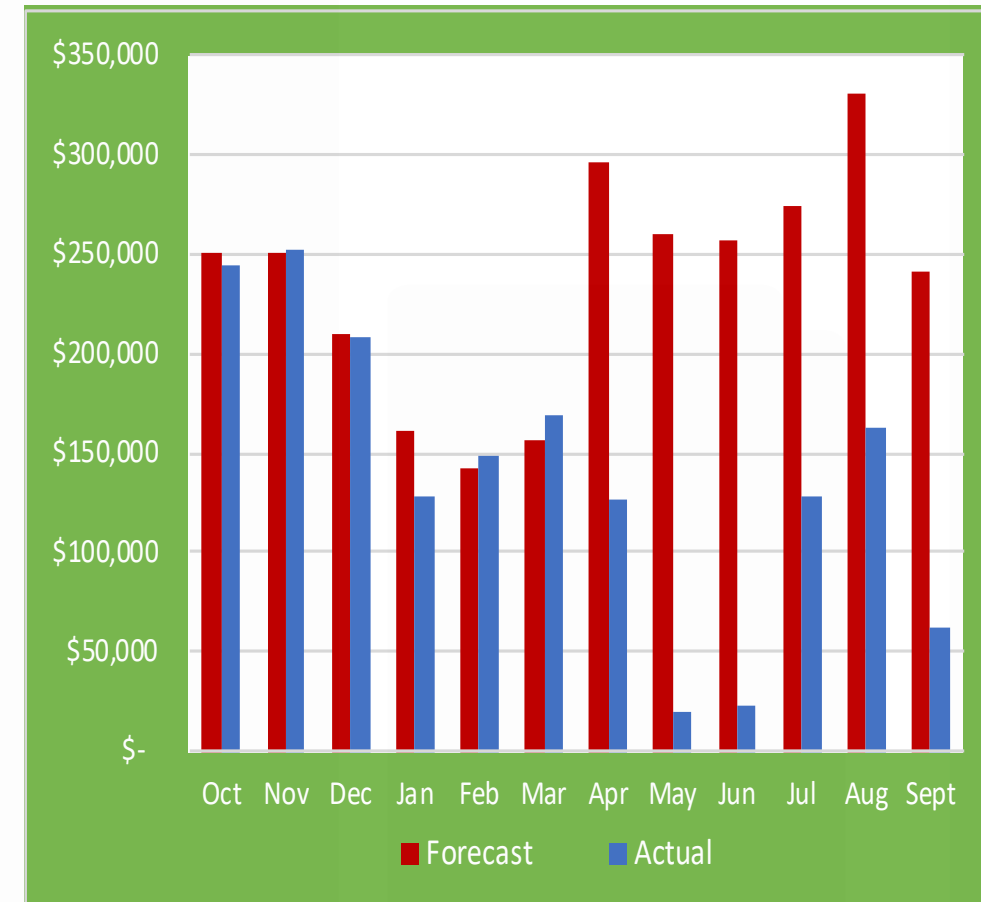
**NEGATIVE**

The HOT Tax fund is almost 15% net negative to forecasted. The 4th quarter payment to Visit Bastrop was not be paid in July however, the other community assets did receive their quarterly distribution.

REVENUE ANALYSIS

# HOTEL OCCUPANCY TAX REVENUE

Month	FY2020 Forecast	FY2020 Actual	Monthly Variance
Oct	\$ 250,522	\$ 245,000	\$ (5,522)
Nov	250,672	251,784	\$ 1,112
Dec	209,500	207,571	\$ (1,929)
Jan	161,857	128,943	\$ (32,914)
Feb	142,211	148,161	\$ 5,950
Mar	155,935	168,239	\$ 12,304
Apr	296,690	126,123	\$ (170,567)
May	260,463	19,933	\$ (240,530)
Jun	256,424	23,214	\$ (233,210)
Jul	274,446	128,591	\$ (145,855)
Aug	330,326	163,301	\$ (167,025)
Sept	241,454	62,749	\$ (178,705)
<b>Total</b>	<b>\$ 2,830,500</b>	<b>\$ 1,673,609</b>	<b>\$ (1,156,891)</b>
Cumulative Forecast	\$ 2,830,500		
Actual to Forecast %	\$ (1,156,891)	-40.9%	



**NEGATIVE**

So far YTD we are almost 41% negative actual to forecast. **The Hotel Tax revenue YTD is \$1,155,440 less than same time last year.** This shortage can be attributed to the Hyatt Lost Pines closure and lower than normal occupancy due to COVID-19.

# Legal fees by Attorney/Category

COMPREHENSIVE MONTHLY FINANCIAL REPORT – September 2020

<b>FIRM</b>	<b>CASE</b>	<b>FY17-18</b>	<b>FY18-19</b>	<b>FY19-20</b>
<b>BUNDREN</b>				
	Pine Forest Interlocal	\$ 26,612	\$ 6,195	\$ 1,298
<b>TERRELL LAW FIRM</b>				
	Water permit	\$ 135	\$ -	\$ -
<b>BOJORQUEZ LAW FIRM</b>				
	General legal	\$ 245,168	\$ 432,931	\$ 185,102
	COVID-19	\$ -	\$ -	\$ 8,687
	Vandiver	\$ 5,079	\$ 1,857	\$ -
	Pine Forest Interlocal	\$ 10,116	\$ -	\$ 1,275
	Prosecutor	\$ 19,633	\$ 23,358	\$ 15,526
	Water/Wastewater	\$ 18,425	\$ 46,721	\$ 57,168
<b>MULTIPLE FIRMS</b>				
	Hunters Crossing PID	\$ -	\$ -	\$ 7,378
	XS Ranch Bankruptcy	\$ 11,770	\$ -	\$ -
<b>RUSSEL RODRIGUEZ HYDE</b>				
	XS Ranch Water Right	\$ 27,965	\$ 6,204	\$ 4,888
	Hunters Crossing PID	\$ 83,524	\$ 89,899	\$ 10,391
	Water/Wastewater	\$ 910	\$ -	\$ -
<b>TAYLOR, OLSON, ADKINS, SRALLA &amp; ELAM, LLP</b>				
	Red Light Camera Sui	\$ 2,124	\$ 717	\$ 64
	<b>Total Legal</b>	<b>\$ 451,460</b>	<b>\$ 607,881</b>	<b>\$ 291,777</b>

## Summary by Case/Type

<b>Row Labels</b>	<b>Sum of FY17-18</b>	<b>Sum of FY18-19</b>	<b>Sum of FY19-20</b>
General legal	\$ 245,168	\$ 432,931	\$ 185,102
Hunters Crossing PID	\$ 83,524	\$ 89,899	\$ 15,722
Pine Forest Interlocal	\$ 36,728	\$ 6,195	\$ 2,573
Prosecutor	\$ 19,633	\$ 23,358	\$ 15,526
Red Light Camera Suit	\$ 2,124	\$ 717	\$ 64
Vandiver	\$ 5,079	\$ 1,857	\$ -
Water permit	\$ 135	\$ -	\$ -
Water/Wastewater	\$ 19,335	\$ 46,721	\$ 57,168
XS Ranch Bankruptcy	\$ 11,770	\$ -	\$ -
XS Ranch Water Rights	\$ 27,965	\$ 6,204	\$ 3,355
COVID-19	\$ -	\$ -	\$ 8,687
<b>Grand Total</b>	<b>\$ 451,460</b>	<b>\$ 607,881</b>	<b>\$ 288,197</b>





# STAFF

# REPORT

**MEETING DATE:** December 8, 2020

**AGENDA ITEM:** 6B

**TITLE:**

Receive presentation on the unaudited Monthly Financial Report for the period ending October 31, 2020.

**STAFF REPRESENTATIVE:**

Tracy Waldron, Chief Financial Officer

**BACKGROUND/HISTORY:**

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

**REVENUE**

General Fund is exceeding revenue forecast by 37%. This is attributed to development fees being substantially higher than forecasted.

HOT funds revenue is short of forecast due to COVID-19 impacting the hospitality industry.

The cemetery is behind forecast. We are not sure if the new non-resident rates are affecting this yet. We have had some calls with no sales.

Capital project revenue is behind forecast and it is all related to interest revenue. The forecast was higher than what we are actually receiving.

**EXPENDITURES**

All funds are positive variance to forecasted expenditures year to date.

**POLICY EXPLANATION:**

This reporting requirement is set forth by the City of Bastrop Financial Management Policies, Chapter IV. Operating Budget, Section D. Reporting, as adopted by Resolution R-2020-77 on September 8, 2020.

**ATTACHMENTS:**

- Unaudited Monthly Financial Report for the period ending October 31, 2020

# CITY OF BASTROP

Comprehensive Monthly Financial Report  
October 2020



# Performance at a Glance as of October 31, 2020



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

## BUDGET SUMMARY OF ALL FUNDS

	<u>FY2021</u> <u>Approved Budget</u>	<u>FY2021</u> <u>Forecast YTD</u>	<u>FY2021</u> <u>Actual YTD</u>	<u>Variance</u>
<b><u>Revenues:</u></b>				
General	\$ 12,471,919	\$ 669,227	\$ 917,870	37.2%
Designated	63,583	2,267	2,932	29.3%
Innovation	150,000	-	-	0.0%
Street Maintenance	1,024,000	1,021,000	1,022,140	0.1%
Debt Service	2,863,181	4,500	7,570	68.2%
Water/Wastewater	6,572,900	525,920	572,388	8.8%
Water/Wastewater Debt	2,956,026	171,731	172,294	0.3%
Water/Wastewater Capital Proj	130,000	10,833	11,488	6.0%
Impact Fees	907,250	75,604	92,943	22.9%
Vehicle & Equipment Replacement	452,192	97,266	103,000	5.9%
Electric	7,154,050	537,087	566,455	5.5%
HOT Tax Fund	2,533,212	217,168	145,576	-33.0%
Library Board	20,600	200	201	0.5%
Cemetery	108,750	6,671	5,030	-24.6%
Capital Bond Projects	1,105,793	8,583	2,166	-74.8%
Grant Fund	731,851	12,000	12,000	0.0%
Park/Trail Land Dedicaiton	1,865	115	116	0.9%
Hunter's Crossing PID	513,031	-	238	0.0%
Bastrop EDC	3,953,570	221,839	355,414	60.2%
<b>TOTAL REVENUES</b>	<b>\$ 43,713,773</b>	<b>\$ 3,582,011</b>	<b>\$ 3,989,821</b>	<b>11.4%</b>

**POSITIVE**  
**WARNING**  
**NEGATIVE**

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



**BUDGET SUMMARY OF ALL FUNDS**

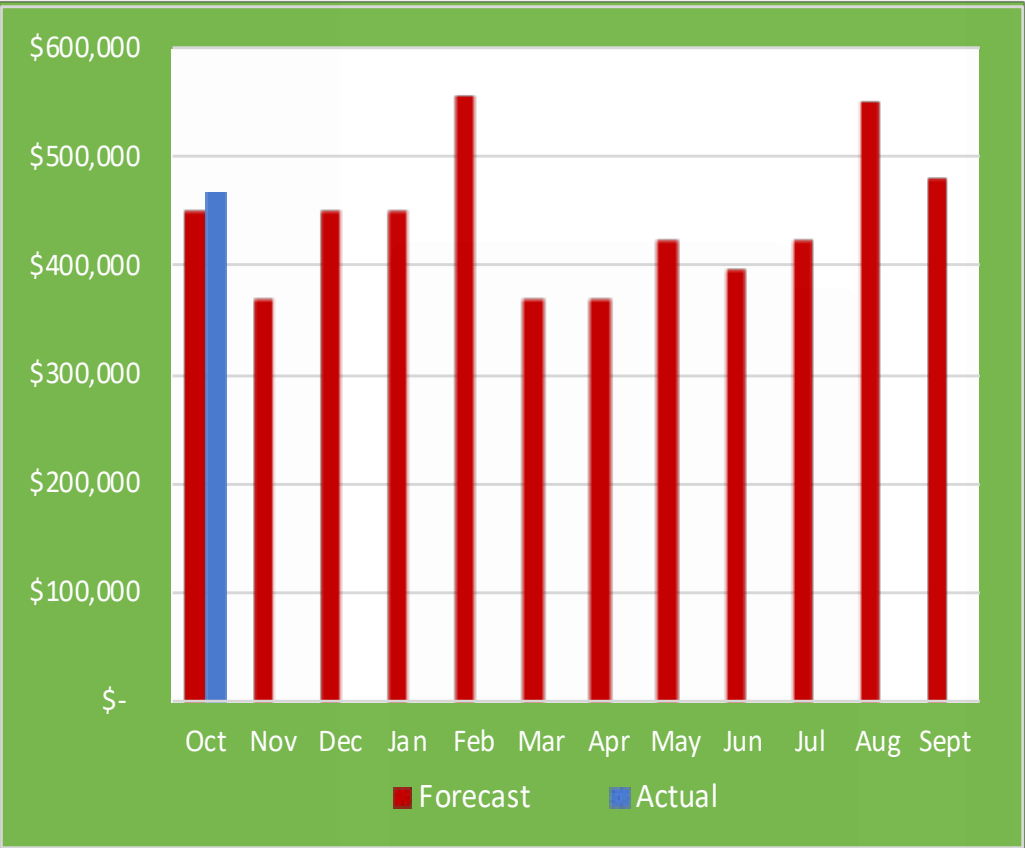
	<u>FY2021</u> <u>Approved Budget</u>	<u>FY2021</u> <u>Forecast YTD</u>	<u>FY2021</u> <u>Actual YTD</u>	<u>Variance</u>
<b><u>Expense:</u></b>				
General	\$ 12,333,505	\$ 837,422	\$ 630,071	-24.8%
Designated	481,000	# 1,550	395	-74.5%
Innovation	503,668	143,668	143,668	0.0%
Street Maintenance	1,020,654	-	-	0.0%
Debt Service	2,997,157	806	-	-100.0%
Water/Wastewater	6,213,872	451,735	427,943	-5.3%
Water/Wastewater Debt	2,174,353	-	-	0.0%
Water/Wastewater Capital Proj.	200,000	100,000	93,315	-6.7%
Impact Fees	910,250	-	-	0.0%
Vehicle & Equipment Replacement	241,800	-	-	0.0%
Electric	7,427,450	637,801	600,799	-5.8%
HOT Tax Fund	2,795,012	436,032	383,104	-12.1%
Library Board	23,450	1,954	-	-100.0%
Park Dedication	56,000	-	-	0.0%
Cemetery	79,803	8,620	7,197	-16.5%
Hunter's Crossing PID	480,025	10,294	7,952	-22.8%
Capital Projects (Bond)	24,305,268	1,186,000	1,192,460	0.5%
Grant Fund	731,851	7,500	7,500	0.0%
Bastrop EDC	5,131,091	316,491	264,146	-16.5%
<b>TOTAL EXPENSES</b>	<b>\$ 68,106,209</b>	<b>\$ 4,139,873</b>	<b>\$ 3,758,550</b>	<b>-9.2%</b>
Surplus/(Shortfall)	\$ (24,392,436)	\$ (557,862)	\$ 231,271	-141.5%

**POSITIVE** = Negative variance or positive variance < 1% compared to forecast  
**WARNING** = Positive variance of 1-5% compared to forecast  
**NEGATIVE** = Positive variance of >5% compared to forecast

REVENUE ANALYSIS

SALES TAX REVENUE

Month	FY2021 Forecast	FY2021 Actual	Monthly Variance
Oct	\$ 447,689	\$ 464,945	\$ 17,256
Nov	368,685		\$ -
Dec	447,689		\$ -
Jan	447,689		\$ -
Feb	553,028		\$ -
Mar	368,685		\$ -
Apr	368,685		\$ -
May	421,355		\$ -
Jun	395,020		\$ -
Jul	421,355		\$ -
Aug	547,761		\$ -
Sept	479,291		\$ -
<b>Total</b>	<b>\$ 5,266,932</b>	<b>\$ 464,945</b>	<b>\$ 17,256</b>
Cumulative Forecast	\$ 447,689		
Actual to Forecast	\$ 17,256		3.9%

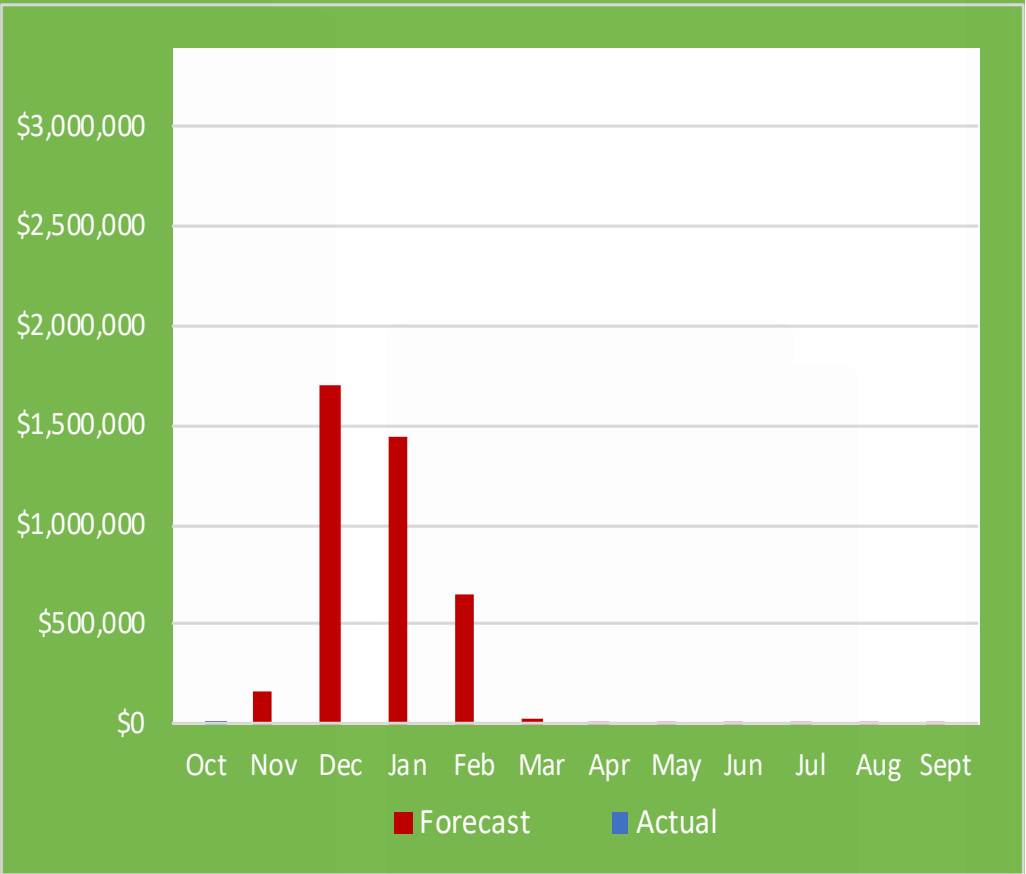


POSITIVE

Sales Tax is 42% of the total budgeted revenue for General Fund. The actual amounts for Oct. and Nov. are estimated due to the State Comptroller's two month lag in payment of these earned taxes. The actual is almost 4% greater than forecasted.

# PROPERTY TAX REVENUE

<u>Month</u>	<u>FY2021 Forecast</u>	<u>FY2021 Actual</u>	<u>Monthly Variance</u>
Oct	\$ -	\$ 696	\$ 696
Nov	161,543		
Dec	1,696,205		
Jan	1,437,736		
Feb	646,173		
Mar	32,309		
Apr	16,154		
May	16,154		
Jun	8,077		
Jul	8,077		
Aug	8,077		
Sept	8,077		
<b>Total</b>	<b>\$ 4,038,582</b>	<b>\$ 696</b>	<b>\$ 696</b>
Cumulative Forecast	\$ -		
Actual to Forecast	\$ 696	#DIV/0!	



POSITIVE

Property tax represents 31% of the total General Fund revenue budget. As you can see from the forecast, they are generally collected from December to February. The actual is exceeding the forecast.

## GENERAL FUND EXPENDITURES BY DEPT.

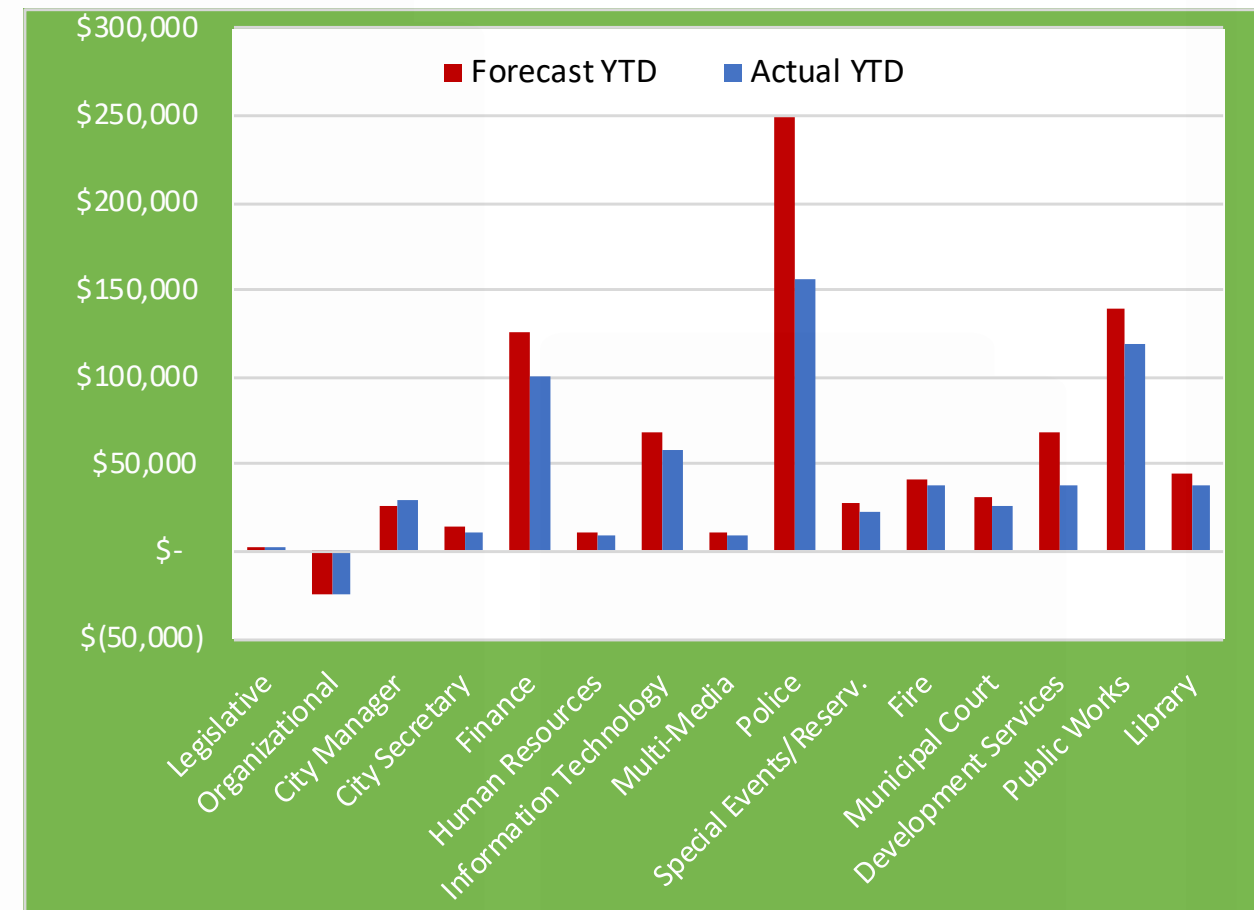
Division	FY2021 Forecast YTD	FY2021 Actual YTD	Variance
Legislative	\$ 2,924	\$ 547	\$ (2,377)
Organizational	(24,285)	(24,844)	\$ (559)
City Manager	26,693	28,803	\$ 2,110
City Secretary	14,940	10,342	\$ (4,598)
Finance	125,867	100,259	\$ (25,608)
Human Resources	11,650	9,662	\$ (1,988)
Information Technology	68,586	58,154	\$ (10,432)
Multi-Media	10,113	9,050	\$ (1,063)
Police	249,663	155,831	\$ (93,832)
Special Events/Reserv.	27,296	23,369	\$ (3,927)
Fire	41,655	37,789	\$ (3,866)
Municipal Court	30,765	26,133	\$ (4,632)
Development Services	68,368	37,161	\$ (31,207)
Public Works	138,741	119,802	\$ (18,939)
Library	44,446	38,013	\$ (6,433)
<b>Total</b>	<b>\$ 837,422</b>	<b>\$ 630,071</b>	<b>\$ (207,351)</b>

Actual to Forecast

75.2%

POSITIVE

This is a new page to the financial report that looks at forecast to actual by department within the General Fund. YTD the actual is only 75% of forecast. We will continue to refine our forecast based on historic patterns and understanding of what has been budgeted.

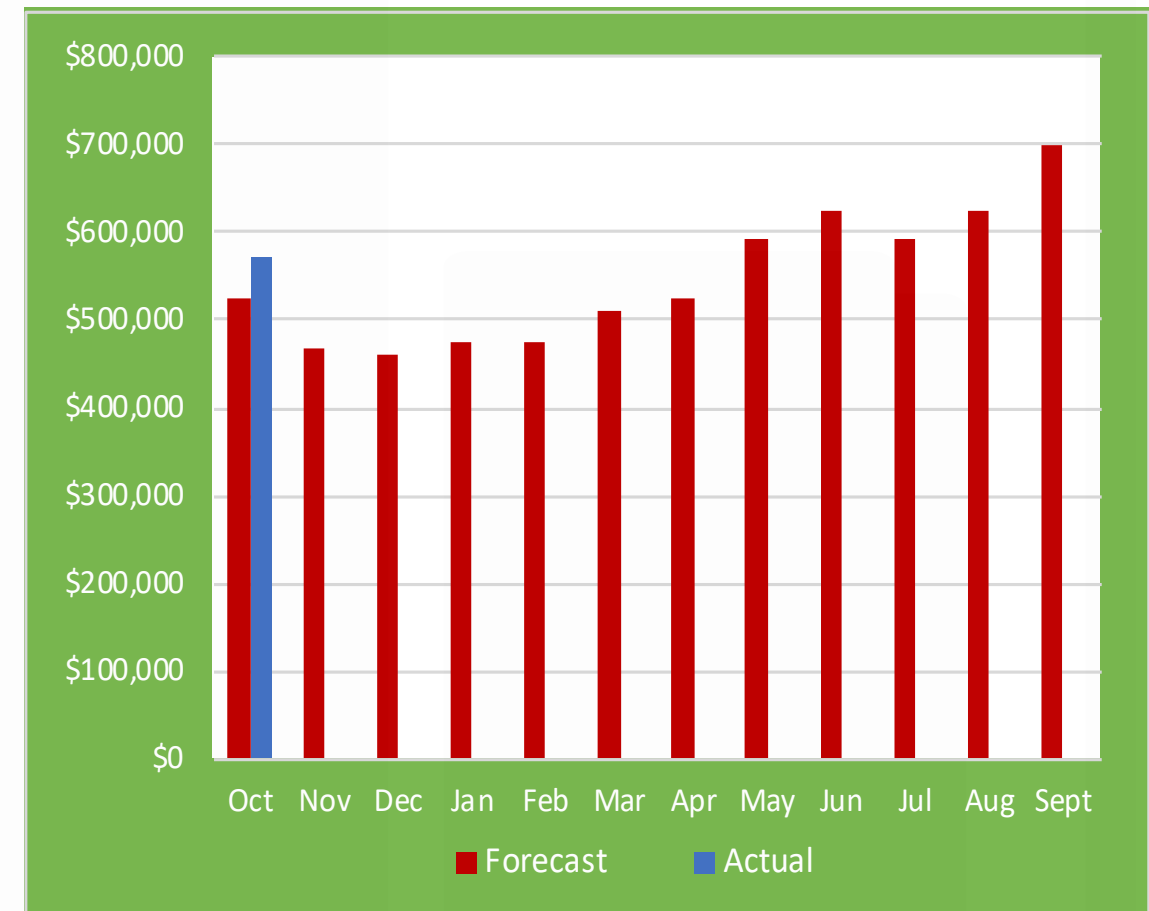




REVENUE ANALYSIS

WATER/WASTEWATER REVENUE

<u>Month</u>	<u>FY2021 Forecast</u>	<u>FY2021 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 525,920	\$ 572,388	\$ 46,468
Nov	466,616		
Dec	460,044		
Jan	476,204		
Feb	476,616		
Mar	509,760		
Apr	525,920		
May	591,384		
Jun	624,116		
Jul	591,796		
Aug	624,528		
Sept	699,992		
<b>Total</b>	<b>\$ 6,572,896</b>	<b>\$ 572,388</b>	<b>\$ 46,468</b>
Cumulative Forecast	\$ 525,920		
Actual to Forecast	\$ 46,468	8.84%	



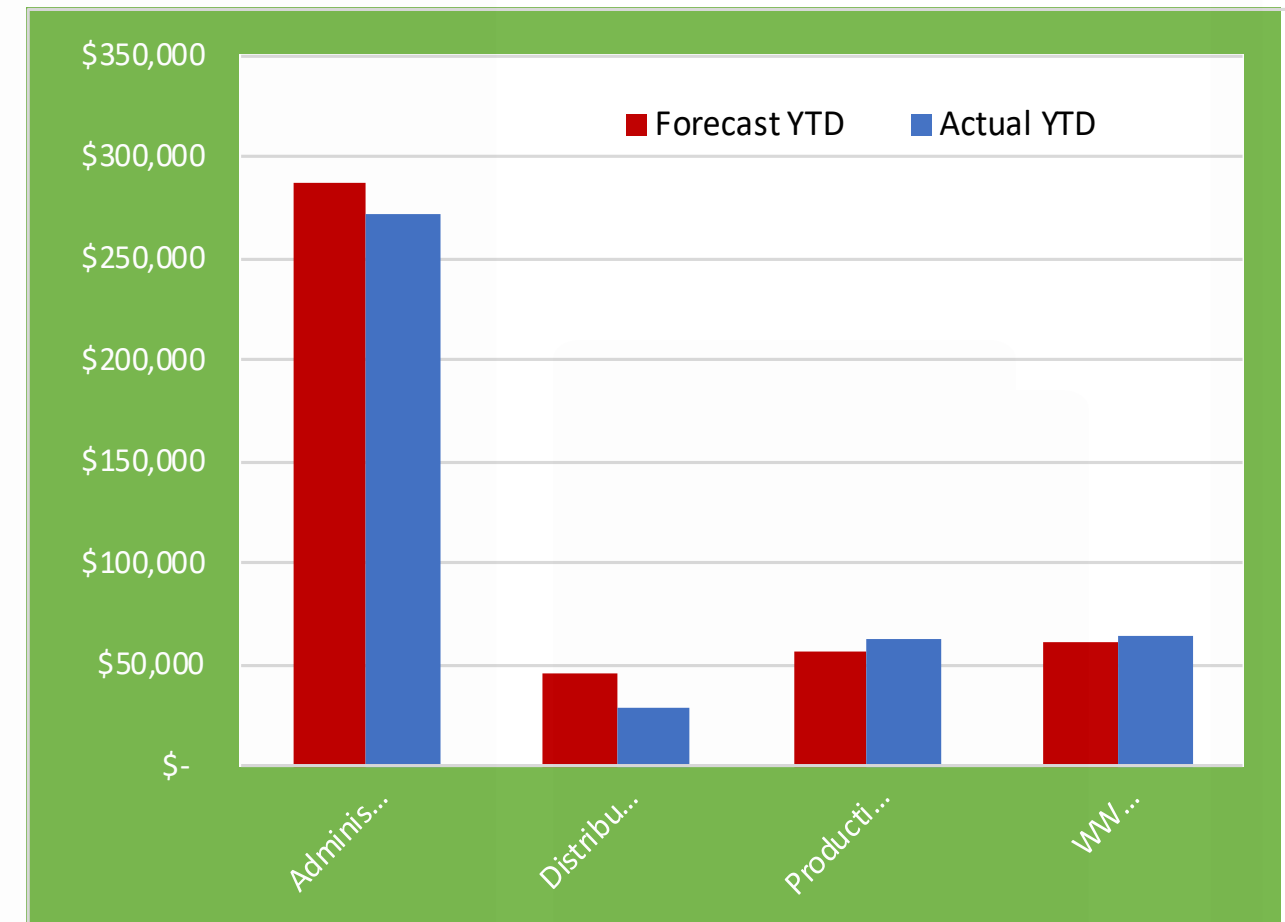
**POSITIVE**

The water and wastewater actual revenue is higher than forecast almost 9%. There were 15 new meters set this month all residential.

EXPENSE ANALYSIS

# WATER/WASTEWATER EXPENDITURES BY DIVISION

<u>Division</u>	FY2021 <u>Forecast YTD</u>	FY2021 <u>Actual YTD</u>	<u>Variance</u>
Administration	\$ 288,144	\$ 272,738	\$ (15,406)
Distribution/Collection	46,575	28,729	\$ (17,846)
Production/Treatment	55,976	62,050	\$ 6,074
WW Treatment Plant	<u>61,041</u>	<u>64,426</u>	\$ 3,385
<b>Total</b>	<b><u>\$ 451,736</u></b>	<b><u>\$ 427,943</u></b>	<b><u>\$ (23,793)</u></b>
Actual to Forecast		94.7%	



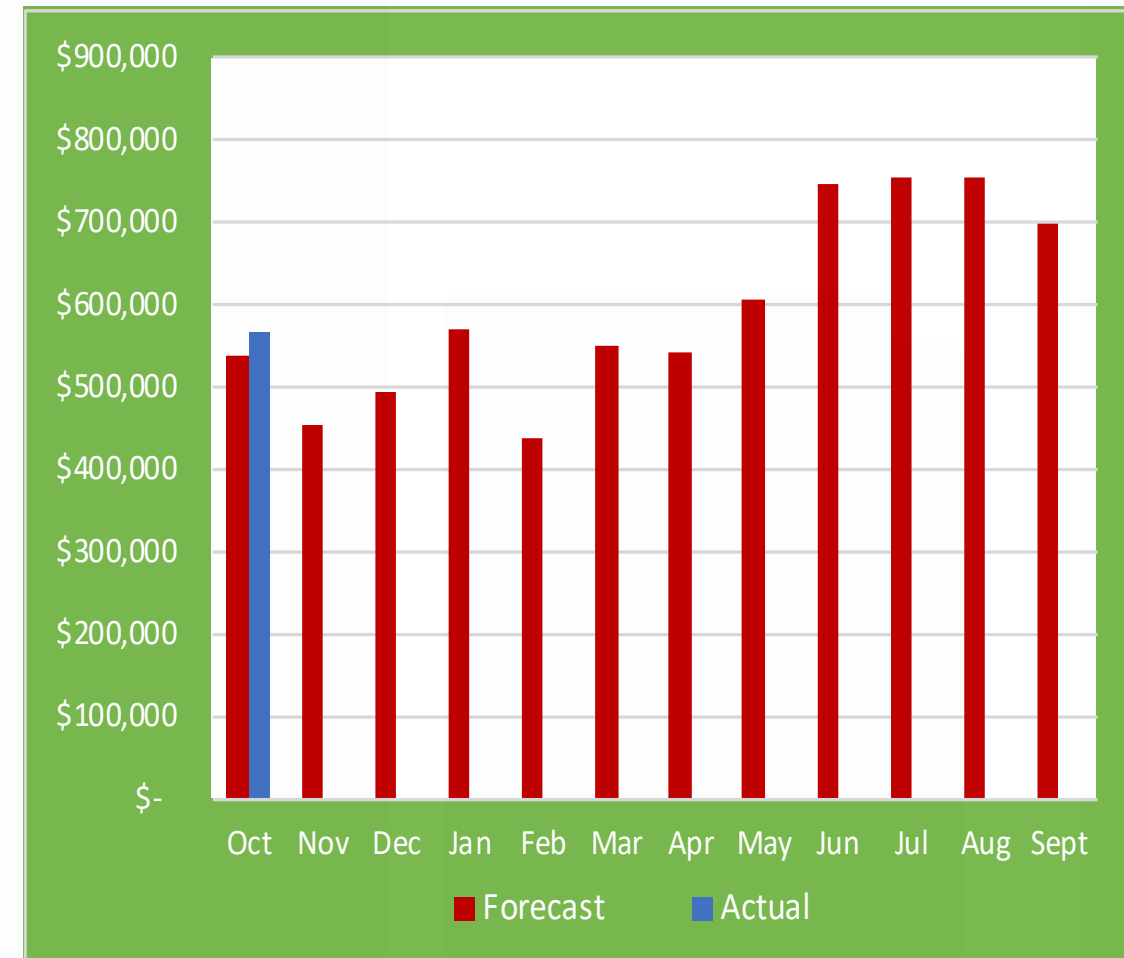
POSITIVE

This is a new page in the Financial Report that tracks the actual to forecast by divisions within the Water/Wastewater department. The actual is almost 95% of forecast.

REVENUE ANALYSIS

ELECTRIC FUND REVENUE

<u>Month</u>	<u>FY2021 Forecast</u>	<u>FY2021 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 537,087	\$ 566,455	\$ 29,368
Nov	452,966		
Dec	495,027		
Jan	572,137		
Feb	439,936		
Mar	551,107		
Apr	544,097		
May	607,188		
Jun	747,389		
Jul	754,399		
Aug	754,399		
Sept	698,318		
<b>Total</b>	<b>\$ 7,154,050</b>	<b>\$ 566,455</b>	<b>\$ 29,368</b>
Cumulative Forecast	\$ 537,087		
Actual to Forecast	\$ 29,368	5.47%	



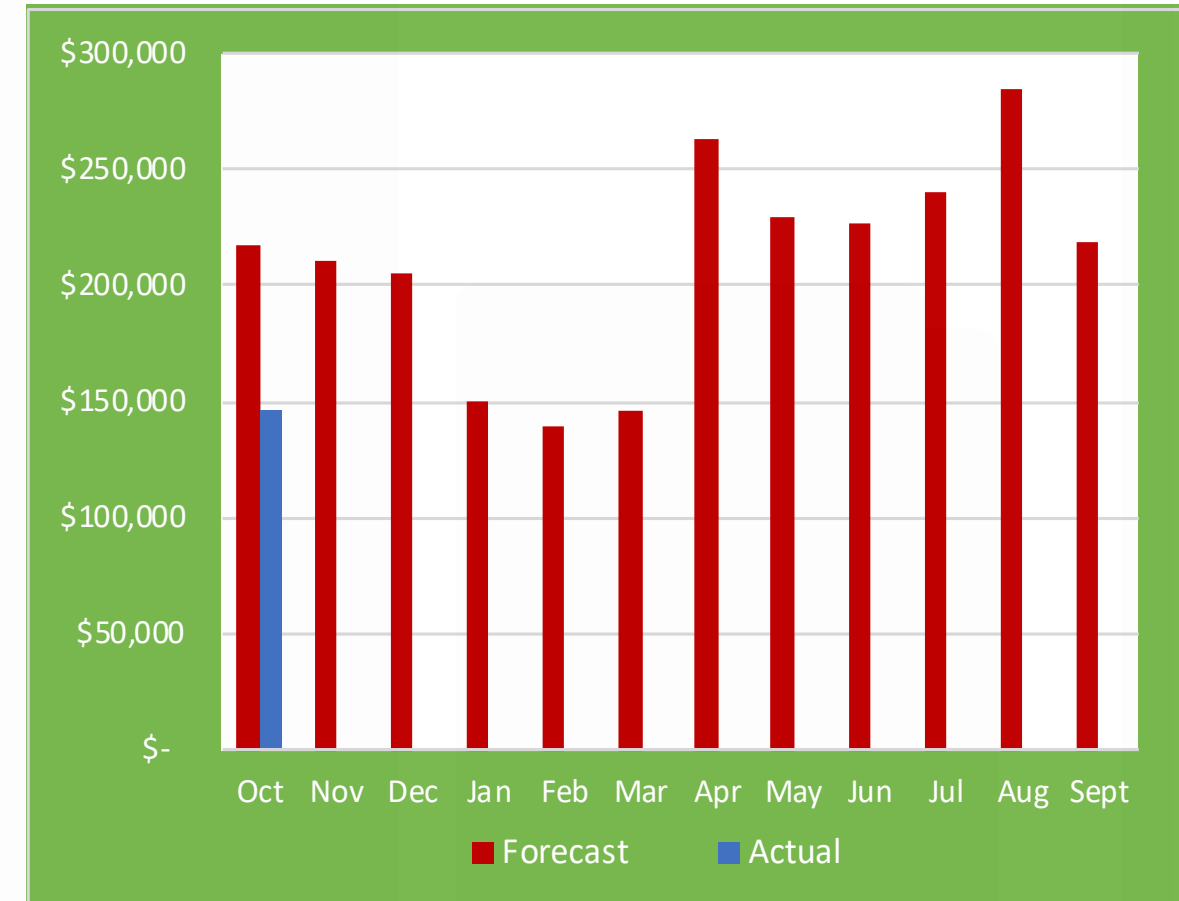
POSITIVE

The Electric utility revenue is almost 5.5% above forecasted revenue. There was 9 new meter set this month, 7 residential and 1 commercial.

REVENUE ANALYSIS

# HOTEL OCCUPANCY TAX REVENUE

<u>Month</u>	<u>FY2021 Forecast</u>	<u>FY2021 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 217,168	\$ 145,576	\$ (71,592)
Nov	210,688		
Dec	204,751		
Jan	150,637		
Feb	139,920		
Mar	145,899		
Apr	263,503		
May	229,521		
Jun	226,291		
Jul	240,708		
Aug	285,412		
Sept	218,714		
<b>Total</b>	<b>\$ 2,533,212</b>	<b>\$ 145,576</b>	<b>\$ (71,592)</b>
Cumulative Forecast	\$ 217,168		
Actual to Forecast %	\$ (71,592)	-33.0%	



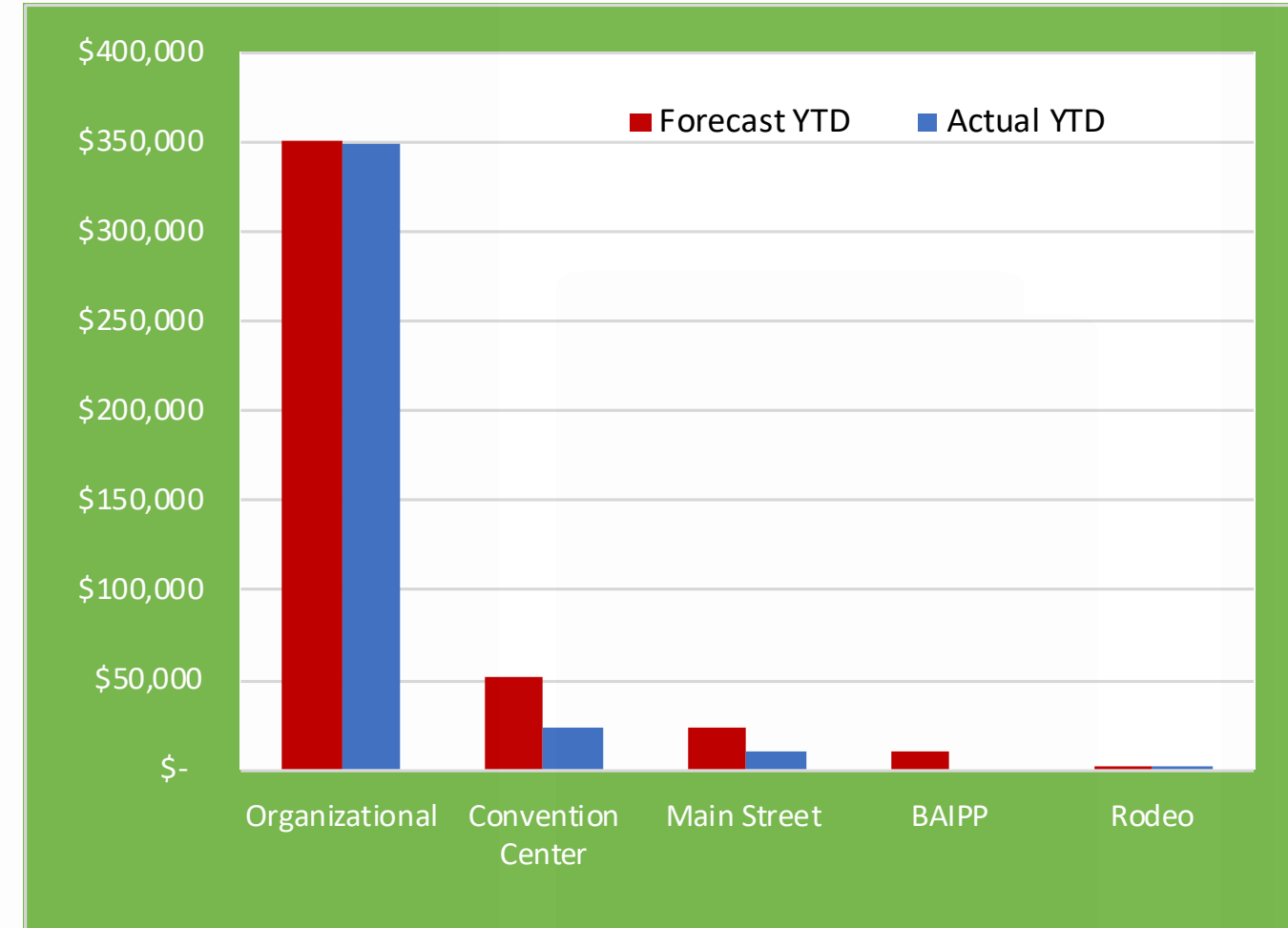
**NEGATIVE**

So far YTD we are 33% negative actual to forecast. ***The Hotel Tax revenue YTD is \$99,424 less than same time last year.***

EXPENSE ANALYSIS

# HOTEL OCCUPANCY TAX EXPENDITURES BY DIVISION

<u>Division</u>	<u>FY2021 Forecast YTD</u>	<u>FY2021 Actual YTD</u>	<u>Variance</u>
Organizational	\$ 351,194	\$ 349,431	\$ (1,763)
Convention Center	51,485	23,670	\$ (27,815)
Main Street	22,718	9,758	\$ (12,960)
BAIPP	10,394	-	\$ (10,394)
Rodeo	<u>242</u>	<u>245</u>	\$ 3
<b>Total</b>	<b><u>\$ 436,033</u></b>	<b><u>\$ 383,104</u></b>	<b><u>\$ (52,929)</u></b>
Actual to Forecast		<b>87.9%</b>	



**POSITIVE**

This is a new page in the Financial Report that shows the actual to forecast for each division located in the Hotel Occupancy Tax Fund. YTD is reporting actual is almost 88% of forecast.



# Legal fees by Attorney/Category

## COMPREHENSIVE MONTHLY FINANCIAL REPORT – October 2020

FIRM	CASE	FY18-19	FY19-20	FY20-21
<b>BUNDREN</b>				
	Pine Forest Interlocal	\$ 6,195	\$ 1,298	\$ -
<b>BOJORQUEZ LAW FIRM</b>				
	General legal	\$ 432,931	\$ 185,102	\$ 10,542
	COVID-19	\$ -	\$ 8,687	\$ -
	Vandiver	\$ 1,857	\$ -	\$ -
	Pine Forest Interlocal	\$ -	\$ 1,275	\$ -
	Prosecutor	\$ 23,358	\$ 15,526	\$ 1,597
	Water/Wastewater	\$ 46,721	\$ 57,168	\$ 10,956
<b>MULTIPLE FIRMS</b>				
	Hunters Crossing PID	\$ -	\$ 7,378	\$ -
	XS Ranch Bankruptcy	\$ -	\$ -	\$ -
<b>RUSSEL RODRIGUEZ HYDE</b>				
	XS Ranch Water Rights	\$ 6,204	\$ 4,888	\$ -
	Hunters Crossing PID	\$ 89,899	\$ 10,391	\$ -
	Water/Wastewater	\$ -	\$ -	\$ -
<b>TAYLOR, OLSON, ADKINS, SRALLA &amp; ELAM, LLP</b>				
	Red Light Camera Suit	\$ 717	\$ 64	
	<b>Total Legal</b>	<b>\$ 607,881</b>	<b>\$ 291,776</b>	<b>\$ 23,096</b>

### Summary by Case/Type

Row Labels	Sum of FY18-19	Sum of FY19-20	Sum of FY20-21
COVID-19	\$ -	\$ 8,687	\$ -
General legal	\$ 432,931	\$ 185,102	\$ 10,542
Hunters Crossing PID	\$ 89,899	\$ 17,769	\$ -
Pine Forest Interlocal	\$ 6,195	\$ 2,573	\$ -
Prosecutor	\$ 23,358	\$ 15,526	\$ 1,597
Red Light Camera Suit	\$ 717	\$ 64	\$ -
Vandiver	\$ 1,857	\$ -	\$ -
Water permit	\$ -	\$ -	\$ -
Water/Wastewater	\$ 46,721	\$ 57,168	\$ 10,956
XS Ranch Bankruptcy	\$ -	\$ -	\$ -
XS Ranch Water Rights	\$ 6,204	\$ 4,888	\$ -
<b>Grand Total</b>	<b>\$ 607,881</b>	<b>\$ 291,776</b>	<b>\$ 23,096</b>



# STAFF REPORT

---

**MEETING DATE:** December 8, 2020

**AGENDA ITEM:** 7

**TITLE:**

## **CITIZEN COMMENTS**

*At this time, three (3) minute comments will be taken from the audience on any topic. To address the Council in person, please submit a fully completed request card to the City Secretary prior to the start of the meeting or to have it read from the dais, complete a citizen comment form with comments at [www.cityofbastrop.org/citizencommentform](http://www.cityofbastrop.org/citizencommentform) before 5:00 p.m. on December 8, 2020. Submitted comments will be read aloud at the meeting. Comments from each individual will be limited to three (3) minutes when read aloud. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Manager for research and possible future action.*

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



# STAFF REPORT

---

**MEETING DATE:** December 8, 2020

**AGENDA ITEM:** 8A

**TITLE:**

Consider action to approve City Council minutes from the November 10, 2020 Regular meeting.  
(Submitted by: Ann Franklin, City Secretary)

**STAFF REPRESENTATIVE:**

Paul A. Hofmann, City Manager  
Ann Franklin, City Secretary

**BACKGROUND/HISTORY:**

N/A

**POLICY EXPLANATION:**

Section 551.021 of the Government Code provides as follows:

- (a) A governmental body shall prepare and keep minutes or make a tape recording of each open meeting of the body.
- (b) The minutes must:
  1. State the subject of each deliberation; and
  2. Indicate the vote, order, decision, or other action taken.

**FUNDING SOURCE:**

N/A

**RECOMMENDATION:**

Consider action to approve City Council minutes from the November 10, 2020 Regular meeting.

**ATTACHMENTS:**

- November 10, 2020, DRAFT Regular Meeting Minutes.

**NOVEMBER 10, 2020**

The Bastrop City Council met in a regular meeting on Tuesday, November 10, 2020, at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members physically present were: Mayor Schroeder, Mayor Pro Tem Nelson and Council Members Ennis, Peterson and Rogers. Council Member Jackson was present via video. Officers physically present were City Manager, Paul A. Hofmann; City Secretary, Ann Franklin; and City Attorney, Alan Bojorquez.

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE****INVOCATION**

Police Chaplain Hardy Overton, gave the invocation.

**PRESENTATIONS**

- 4A. Mayor's Report
- 4B. Council Members' Report
- 4C. City Manager's Report
- 4D. Receive update from Capital Area Rural Transportation Systems (CARTS) regarding a Micro Mobility Hub at the corner of Main and Spring Street. (Submitted by: Trey Job, Assistant City Manager)  
**Presentation was given by David Marsh, Capital Area Rural Transportation Systems.**

**CONSENT AGENDA**

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

- 8A. Consider action to approve City Council minutes from the October 27, 2020 Regular meeting. (Submitted by: Ann Franklin, City Secretary)
- 8B. Consider action to approve Resolution No. R-2020-110 of the City Council of the City of Bastrop, Texas, approving the Bastrop Public Library to accept a grant in the amount of Twelve Thousand and 00/100 Dollars (\$12,000) from the Hancher Foundation for the purchase of laptops and hotspots for use by library patrons and providing an effective date. (Submitted by: Becca Sexton, Library Director)
- 8C. Consider action to approve Resolution No. R-2020-115 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Ranch Road Development LLC for Section Seven of Pecan Park as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a

- repealing clause; and establishing an effective date. (Submitted by: Trey Job, Assistant City Manager)
- 8D. Consider action to approve Resolution No. R-2020-113 approving a second amendment to the Destination and Marketing Services Agreement; attached as Exhibit A; authorizing the City Manager to execute all necessary documentation; providing for a repealing clause; and establishing an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)
- 8E. Consider action to approve Resolution No. R-2020-116 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor to the Hunters Crossing Local Government Corporation Board, as required in Section 3.08 of the City's Charter, and establishing an effective date. (Submitted by: Paul A. Hofmann, City Manager)
- 8F. Consider action to approve Resolution No. R-2020-114 of the City Council of the City of Bastrop, Texas approving the Fourth Amendment to Consent Agreement for the Colony Municipal Utility District No. 1 and Successor Districts to be Created by Division of the Colony Municipal Utility District No. 1, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; and establishing an effective date. (Submitted by: Trey Job, Assistant City Manager)

#### **WORK SESSION/BRIEFINGS**

- 5A. Receive a presentation and hold a discussion with Jonathan Jenkins regarding the NEU community development project. (Submitted by: Trey Job, Assistant City Manager)  
**Presentation was made by Jonathan Jenkins, Chief Executive Officer of NEU.**

**Mayor Schroeder recessed the Council Meeting at 8:15 p.m.**

**Mayor Schroeder called the Council Meeting back to order at 8:26 p.m.**

#### **STAFF AND BOARD REPORTS**

- 6A. Receive an update on all City of Bastrop active, pending, and future grants. (Submitted by: Trey Job, Assistant City Manager)  
**Presentation was made by Assistant City Manager, Trey Job.**
- 6B. Receive presentation of the Strategic Planning Calendar for Fiscal Year 2021-2022. (Submitted by: Tracy Waldron, Chief Financial Officer)  
**Presentation was made by Chief Financial Officer, Tracy Waldron.**
- 6C. Presentation of City Manager's Proposed Reorganization Plan. (Submitted by: Paul A. Hofmann, City Manager)  
**Presentation was made by City Manager, Paul A. Hofmann.**

#### **CITIZEN COMMENT – NONE**



**ITEMS FOR INDIVIDUAL CONSIDERATION**

9A. Consider and adopt on first and final reading Ordinance No. 2020-29 as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regards to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety. **Mayor Schroeder did not approve any Emergency Orders since the last Council meeting.**

9B. Consider action to approve the second reading of Ordinance No. 2020-30, of the City Council of the City of Bastrop, Texas repealing and replacing Chapter 12 – Traffic and Vehicles, Article 12.12 – Golf Carts; and providing for findings of fact, adoption, repealer, severability, and enforcement; establishing an effective date, proper notice and meeting. (Submitted by: Clint Nagy, Chief of Police)  
**Presentation was made by Chief of Police, Clint Nagy.**

**A motion was made by Mayor Pro Tem Nelson to approve the second reading of Ordinance No. 2020-30 with the following amendment, seconded by Council Member Rogers, motion was approved on a 5-0 vote.**

**The amendment was to include in the ordinance: no passenger under the age of six (6) allowed on a golf cart and passengers between the ages of six (6) – twelve (12) must be secured while riding on golf cart.**

9C. Hold public hearing and consider action to approve the first reading of Ordinance No. 2020-31 of the City Council of the City of Bastrop, Texas amending Bastrop Building Block (B<sup>3</sup>) Code Section 2.3.004 Annual Adoption of Schedule of Uniform Submittal Dates for Site Plans and Place Type Zoning Changes, and Bastrop Building Block (B<sup>3</sup>) Technical Manual Section 1.2.002 Uniform Submittal Dates, as shown in Exhibit A, establishing a repealing clause, providing severability, and providing an effective date, and place on the December 8, 2020 Consent Agenda. (Submitted by: Jennifer Bills, Assistant Director Planning)  
**Presentation was made by Assistant Planning Director, Jennifer Bills.**

**Public hearing was opened.**

**Public hearing was closed.**

**A motion was made by Council Member Rogers to approve the first reading of Ordinance No. 2020-31, seconded by Council Member Ennis, motion was approved on a 5-0 vote.**

9D. Consider action to approve Resolution No. R-2020-111 of the City Council of the City of Bastrop, Texas, establishing priorities for the 87<sup>th</sup> Legislative Session in Texas, and authorizing the Mayor, Mayor Pro-Tem, City Manager, and City Attorney to communicate with the Office of the Governor and Texas Legislature on behalf of the City of Bastrop Texas; and establishing an effective date. (Submitted by: Rebecca Gleason, Main Street Manager)  
**Presentation was made by Main Street Manager, Rebecca Gleason.**

**A motion was made by Council Member Jackson to approve Resolution No. 2020-111, seconded by Council Member Ennis, motion was approved on a 5-0 vote.**

**EXECUTIVE SESSION**

**The City Council met at 9:57 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:**

- 10A. City Council shall convene into closed executive session pursuant to Texas Government Code Sections 551.071 and 551.072, to seek the advice of legal counsel, and to deliberate upon the acquisition of real property interests associated with the construction of Wastewater Treatment Plant #3 at 385 SH 304, Unit B, Bastrop, TX 78602, and its collections systems, including all related agreements, authorizations, easements, resolutions, and associated legal actions.

**The Bastrop City Council reconvened at 10:02 p.m. into open (public) session.**

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

No action taken.

**ADJOURNMENT**

**Adjourned at 10:02 p.m. without objection.**

APPROVED:

ATTEST:

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

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

**The Minutes were approved on December 8, 2020, by Council Member motion, Council Member second. The motion was approved on a vote.**



# STAFF REPORT

---

**MEETING DATE:** December 8, 2020

**AGENDA ITEM:** 8B

**TITLE:**

Consider action to approve Resolution No. R-2020-120 of the City Council of the City of Bastrop, Texas approving the 2021 Council Meeting Schedule, attached as Exhibit A; and providing an effective date.

**STAFF REPRESENTATIVE:**

Paul A. Hofmann, City Manager  
Ann Franklin, City Secretary

**BACKGROUND/HISTORY:**

Council dates are set at the beginning of each calendar year and brought before Council for approval.

**RECOMMENDATIONS:**

Consider action to approve Resolution No. R-2020-120 of the City Council of the City of Bastrop, Texas approving the 2021 Council Meeting Schedule, attached as Exhibit A; and providing an effective date.

**ATTACHMENTS:**

- Resolution
- Exhibit A - 2021 Council Meeting Schedule

**RESOLUTION NO. R-2020-120**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS  
APPROVING THE 2021 COUNCIL MEETING SCHEDULE, ATTACHED AS  
EXHIBIT A; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, The City of Bastrop, Texas City Council meetings are held on the second and fourth Tuesdays of each month in the Council Chambers of City Hall, 1311 Chestnut Street, Bastrop, Texas in accordance with City of Bastrop Code of Ordinances, Section 1.03.061; and

**WHEREAS**, Section 3.12 of the City of Bastrop's Home-Rule Charter states the Council shall meet regularly and at least once each month; and

**WHEREAS**, the regular meetings will begin at 6:30 PM.

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

**Section 1:** The City Secretary is hereby directed to post the list of dates of the City of Bastrop Council Meetings to be held during the year 2021, as attached in Exhibit A.

**Section 2:** That this Resolution shall take effect immediately upon its passage, and it is so resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 8<sup>th</sup> Day of December 2020.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**COUNCIL REGULAR MEETINGS - 2021**

MEETING	MEETING DATE	TIME	LOCATION	AGENDA ITEM DEADLINE 5:00PM
Regular Council Meeting	January 12	6:30 PM	Council Chambers 1311 Chestnut	December 31* <b>BY NOON</b>
Regular Council Meeting	January 26	6:30 PM	Council Chambers 1311 Chestnut	January 14
Regular Council Meeting	February 9	6:30 PM	Council Chambers 1311 Chestnut	January 28
Regular Council Meeting	February 23	6:30 PM	Council Chambers 1311 Chestnut	February 11
Regular Council Meeting	March 9	6:30 PM	Council Chambers 1311 Chestnut	February 25
Regular Council Meeting	March 23	6:30 PM	Council Chambers 1311 Chestnut	March 11
Regular Council Meeting	April 13	6:30 PM	Council Chambers 1311 Chestnut	April 1* <b>BY NOON</b>
Regular Council Meeting	April 27	6:30 PM	Council Chambers 1311 Chestnut	April 15
Regular Council Meeting	May 11	6:30 PM	Council Chambers 1311 Chestnut	April 29
Regular Council Meeting	May 25	6:30 PM	Council Chambers 1311 Chestnut	May 13
Regular Council Meeting	June 8	6:30 PM	Council Chambers 1311 Chestnut	May 27
Regular Council Meeting	June 22	6:30 PM	Council Chambers 1311 Chestnut	June 10
Regular Council Meeting	July 13	6:30 PM	Council Chambers 1311 Chestnut	July 1
Regular Council Meeting	July 27	6:30 PM	Council Chambers 1311 Chestnut	July 15
Regular Council Meeting	August 10	6:30 PM	Council Chambers 1311 Chestnut	July 29
Regular Council Meeting	August 24	6:30 PM	Council Chambers 1311 Chestnut	August 12
Regular Council Meeting	September 14	6:30 PM	Council Chambers 1311 Chestnut	September 2
Regular Council Meeting	September 28	6:30 PM	Council Chambers 1311 Chestnut	September 16
Regular Council Meeting	October 12	6:30 PM	Council Chambers 1311 Chestnut	September 30
Regular Council Meeting	October 26	6:30 PM	Council Chambers 1311 Chestnut	October 14
Regular Council Meeting	November 9	6:30 PM	Council Chambers 1311 Chestnut	October 28
<b>MEETING CANCELED DUE TO WEEK OF THANKSGIVING</b>	November 23**			
Regular Council Meeting	December 14	6:30 PM	Council Chambers 1311 Chestnut	November 24 <b>BY NOON</b>
<b>MEETING CANCELED DUE TO WEEK OF CHRISTMAS</b>	December 28**			

\* December 31<sup>st</sup> Agenda Item deadline by Noon due to January 1<sup>st</sup> being New Years

\*April 1<sup>st</sup> Agenda Item deadline by Noon due to April 2<sup>nd</sup> being Good Friday Holiday

\*\*November 22<sup>nd</sup> - November 26<sup>th</sup> Thanksgiving Week

\*\*December 27<sup>th</sup> -December 31<sup>st</sup> Christmas Holiday Observed





# STAFF REPORT

---

**MEETING DATE:** December 8, 2020

**AGENDA ITEM:** 8C

**TITLE:**

Consider action to approve the second reading of Ordinance No. 2020-31 of the City Council of the City of Bastrop, Texas amending Bastrop Building Block (B<sup>3</sup>) Code Section 2.3.004 Annual Adoption of Schedule of Uniform Submittal Dates for Site Plans and Place Type Zoning Changes, and Bastrop Building Block (B<sup>3</sup>) Technical Manual Section 1.2.002 Uniform Submittal Dates, as shown in Exhibit A, establishing a repealing clause, providing severability, and providing an effective date.

**STAFF REPRESENTATIVE:**

Jennifer C. Bills, AICP, LEED AP, Assistant Planning Director

**BACKGROUND/HISTORY:**

House Bill 3167 of the 86th Session of the Texas Legislature requires that a subdivision development plan, subdivision construction plan, site plan, land development application, site development plan, preliminary plat, general plan, final plat, and replat be approved, approved with conditions, or disapproved by Staff and Planning & Zoning Commission within 30 days of submission or it is deemed approved by inaction.

**POLICY EXPLANATION:**

Texas Local Government Code Chapter 212, Subchapter A. Regulation of Subdivisions, Section 212.002 Rules, grants authority to a governing body of a municipality, after conducting a public hearing on the matter, to adopt rules governing plats and subdivisions of land within the municipality's jurisdiction to promote the health, safety, morals, or general welfare of the municipality and the safe, orderly, and healthful development of the municipality.

To ensure compliance with Texas Local Government Code Chapters 211 and 212, City Council will annually adopt Schedules of Uniform Submittal Dates for Zoning Concept Scheme applications, Public Improvement Plan applications, Plat applications, and Site Plan applications. The Schedules of Uniform Submittal Dates will include dates applications will be accepted, when review for completeness checks will occur, when recommendations or approvals are made, and dates of any required Planning & Zoning Commission and/or City Council meetings.

This year's calendar roughly adheres to the following monthly schedule:

- First Monday: Plats
- Second Monday: Zoning
- Third Monday: Site Development Plans and Public Improvement Plans (PIPs)

Holiday considerations include moving submittal dates to Tuesdays when Monday is a City holiday, moving the Planning & Zoning Commission meetings to the week ahead of Thanksgiving and Christmas holidays, and adjusting completeness checks around any Tuesday holidays. Adjustments from the regularly scheduled day are in bold and italics on the schedules.

The Zoning schedule includes City Council meeting dates. These dates may be adjusted by ordinance amendment after City Council adopts their 2021 meeting calendar. The Zoning schedule currently assumes that the second meeting in November and December will be cancelled due to the holidays.

The schedules may also be adjusted if changes to the development process require different dates to provide consistent and predictable workflows. Any changes will be brought back to the Planning & Zoning Commission at the time of any development ordinance changes.

**FUNDING SOURCE:** N/A

**PLANNING & ZONING COMMISSION RECOMMENDATION:**

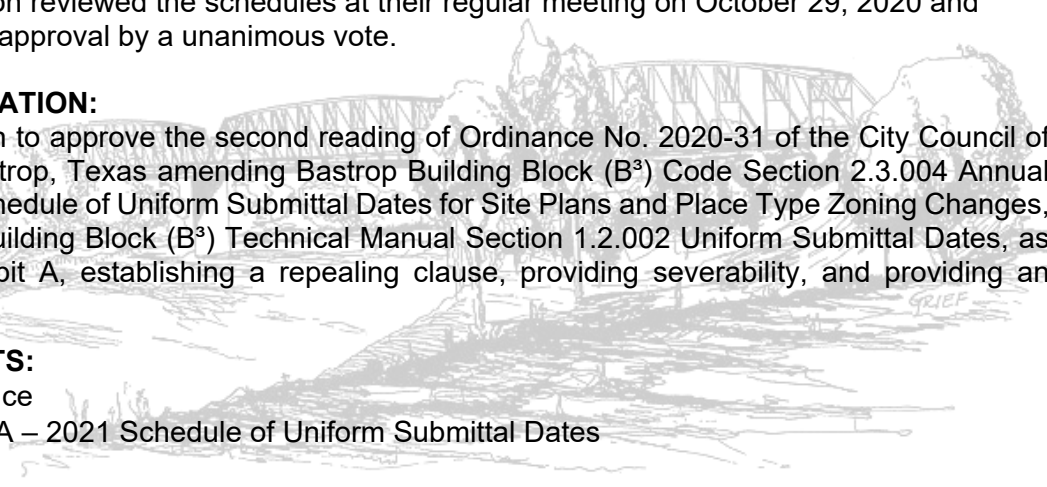
The Commission reviewed the schedules at their regular meeting on October 29, 2020 and recommended approval by a unanimous vote.

**RECOMMENDATION:**

Consider action to approve the second reading of Ordinance No. 2020-31 of the City Council of the City of Bastrop, Texas amending Bastrop Building Block (B<sup>3</sup>) Code Section 2.3.004 Annual Adoption of Schedule of Uniform Submittal Dates for Site Plans and Place Type Zoning Changes, and Bastrop Building Block (B<sup>3</sup>) Technical Manual Section 1.2.002 Uniform Submittal Dates, as shown in Exhibit A, establishing a repealing clause, providing severability, and providing an effective date.

**ATTACHMENTS:**

- Ordinance
- Exhibit A – 2021 Schedule of Uniform Submittal Dates



## ORDINANCE 2020-31

**A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AMENDING BASTROP BUILDING BLOCK (B<sup>3</sup>) CODE SECTION 2.3.004 ANNUAL ADOPTION OF SCHEDULE OF UNIFORM SUBMITTAL DATES FOR SITE PLANS AND PLACE TYPE ZONING CHANGES, AND BASTROP BUILDING BLOCK (B<sup>3</sup>) TECHNICAL MANUAL SECTION 1.2.002 UNIFORM SUBMITTAL DATES, AS SHOWN IN EXHIBIT A, ESTABLISHING A REPEALING CLAUSE, PROVIDING SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, House Bill 3167 of the 86th Session of the Texas Legislature requires that a subdivision development plan, subdivision construction plan, site plan, land development application, site development plan, preliminary plat, general plan, final plat, and replat be approved, approved with conditions, or disapproved by staff and Planning & Zoning Commission within 30 days of submission or it is deemed approved by inaction; and

**WHEREAS**, Texas Local Government Code Chapter 212, Subchapter A. Regulation of Subdivisions, Section 212.002. Rules, grants authority to a governing body of a municipality, after conducting a public hearing on the matter, to adopt rules governing plats and subdivisions of land within the municipality's jurisdiction to promote the health, safety, morals, or general welfare of the municipality and the safe, orderly, and healthful development of the municipality; and

**WHEREAS**, City Council will annually adopt a Schedule of Uniform Submittal Dates to comply with Texas Local Government Code Chapters 211 and 212 for Zoning Concept Scheme applications, Public Improvement Plan applications, Plat applications, and Site Plan applications. The Schedules of Uniform Submittal Dates will include dates applications will be accepted, when review for completeness checks will occur, when recommendations or approvals are made, and dates of any required Planning & Zoning Commission and/or City Council meetings.

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

**Section 1:** The City Council hereby adopts the 2021 Schedule of Uniform Submittal Dates, in accordance with B<sup>3</sup> Code Section 2.3.004 Annual Adoption of Schedule of Uniform Submittal Dates for Site Plans and Place Type Zoning Changes and B<sup>3</sup> Technical Manual Section 1.2.002 Uniform Submittal Dates, as attached in Exhibit A.

**Section 2:** 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 3:** 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 4:** This Ordinance shall take effect immediately upon passage.

**READ and APPROVED** on First Reading on the 10<sup>th</sup> day of November 2020.

**READ and ADOPTED** on Second Reading on the 8<sup>th</sup> day of December 2020.

**APPROVED:**

---

Connie B. Schroeder, Mayor

**ATTEST:**

---

Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

---

Alan Bojorquez, City Attorney

## Exhibit A

# 2021 Schedule of Uniform Submittal Dates

## Plats Requiring Planning & Zoning Commission Approval



Preliminary, Final, Residential Replat

Submittal Dates	Completeness Check Date	Comments Issued Date	Resubmittal Date	Planning & Zoning Commission Packet Published	Planning & Zoning Commission Meeting Date
Must be received by 4:00 pm CDT (Monday unless City holiday)	All submissions must be deemed complete to be considered filed and enter review	Approved, Approved with Conditions, or Denied (Thursday)	For projects that were Approved with Conditions (Monday)	(Friday)	(Thursday)
1/4/2021	1/5/2021	1/14/2021	1/18/2021	1/22/2021	1/28/2021
2/1/2021	2/2/2021	2/11/2021	2/15/2021	2/19/2021	2/25/2021
3/1/2021	3/3/2021	3/11/2021	3/15/2021	3/19/2021	3/25/2021
4/5/2021	4/6/2021	4/15/2021	4/19/2021	4/23/2021	4/29/2021
5/3/2021	5/4/2021	5/13/2021	5/17/2021	5/21/2021	5/27/2021
6/7/2021	6/8/2021	6/17/2021	6/21/2021	6/18/2021	6/24/2021
<b>7/6/2021</b>	7/7/2021	7/15/2021	7/19/2021	7/23/2021	7/29/2021
8/9/2021	8/10/2021	8/19/2021	8/23/2021	8/20/2021	8/26/2021
<b>9/7/2021</b>	9/8/2021	9/16/2021	9/20/2021	9/24/2021	9/30/2021
10/4/2021	10/5/2021	10/14/2021	10/18/2021	10/22/2021	10/28/2021
10/25/2021	10/26/2021	11/4/2021	11/8/2021	11/12/2021	<b>11/18/2021</b>
11/22/2021	11/23/2021	12/2/2021	12/6/2021	12/10/2021	<b>12/16/2021</b>
1/3/2022	1/4/2022	1/13/2022	1/17/2022	1/21/2022	1/27/2022



## 2021 Schedule of Uniform Submittal Dates

### Zoning Concept Schemes and Neighborhood Regulating Plans



Submittal/Resubmittal Dates	Completeness Check Date	Planning Director Recommendation	Planning & Zoning Commission Meeting Date	City Council Meeting Date	City Council Meeting Date
Must be received by 4:00 pm CDT (Monday unless City holiday)	All submissions must be deemed complete to be considered filed and enter review	(Thursday)	Public Hearing (Thursday)	Public Hearing First Reading (Tuesday)	Second Reading (Tuesday)
12/14/2020	12/15/2020	12/24/2020	1/28/2021	2/23/2021	3/9/2021
1/11/2021	1/12/2021	1/21/2021	2/25/2021	3/23/2021	4/13/2021
2/8/2021	2/9/2021	2/18/2021	3/25/2021	4/13/2021	4/27/2021
3/15/2021	3/16/2021	3/25/2021	4/29/2021	5/25/2021	6/8/2021
4/12/2021	4/13/2021	4/22/2021	5/27/2021	6/22/2021	7/13/2021
5/10/2021	5/11/2021	5/20/2021	6/24/2021	7/13/2021	7/27/2021
6/7/2021	6/8/2021	6/17/2021	7/29/2021	8/24/2021	9/14/2021
7/12/2021	7/13/2021	7/22/2021	8/26/2021	9/14/2021	9/28/2021
8/9/2021	8/10/2021	8/19/2021	9/30/2021	10/26/2021	11/9/2021
9/13/2021	9/14/2021	9/23/2021	10/28/2021	<b>12/14/2021</b>	<b>1/11/2022</b>
10/4/2021	10/5/2021	10/14/2021	<b>11/18/2021</b>	<b>12/14/2021</b>	1/11/2022
11/1/2021	11/2/2021	11/11/2021	<b>12/16/2021</b>	1/11/2022	1/25/2022
12/13/2021	12/14/2021	12/23/2021	1/27/2022	2/22/2022	3/8/2022

# 2021 Schedule of Uniform Submittal Dates

## Plats Administratively Approved



Amending, Minor, Non-Residential Replat

Submittal Dates	Completeness Check Date	First Administrative Decision Date	Resubmittal Date	Final Administrative Decision Date
Must be received by 4:00 pm CDT (Monday unless City holiday)	All submissions must be deemed complete to be considered filed and enter review	Approved, Approved with Conditions, Denied (Thursday)	For projects that were Approved with Conditions (Monday unless City holiday)	Verify conditions have been met for Approved with Conditions projects
1/4/2021	1/5/2021	1/14/2021	<b>1/19/2021</b>	1/28/2021
2/1/2021	2/2/2021	2/11/2021	2/15/2021	2/25/2021
3/1/2021	3/3/2021	3/11/2021	3/15/2021	3/25/2021
4/5/2021	4/6/2021	4/15/2021	4/19/2021	4/29/2021
5/3/2021	5/4/2021	5/13/2021	5/17/2021	5/27/2021
6/7/2021	6/8/2021	6/17/2021	6/21/2021	6/24/2021
<b>7/6/2021</b>	7/7/2021	7/15/2021	7/19/2021	7/29/2021
8/9/2021	8/10/2021	8/19/2021	8/23/2021	8/26/2021
<b>9/7/2021</b>	9/8/2021	9/16/2021	9/20/2021	9/30/2021
10/4/2021	10/5/2021	10/14/2021	10/18/2021	10/28/2021
10/25/2021	10/26/2021	11/4/2021	11/8/2021	<b>11/18/2021</b>
11/22/2021	11/23/2021	12/2/2021	12/6/2021	<b>12/16/2021</b>
1/3/2022	1/4/2022	1/13/2022	1/17/2022	1/27/2022

## 2021 Schedule of Uniform Submittal Dates

### Site Development Plans & Public Improvement Plans (PIPs)



Submittal Dates	Completeness Check Date	First Administrative Decision Date	Resubmittal Date	Final Administrative Decision Date
Must be received by 4:00 pm CDT (Monday unless City holiday)	All submissions must be deemed complete to be considered filed and enter review	Approved, Approved with Conditions, Denied (Thursday)	For projects that were Approved with Conditions (Monday unless City holiday)	Verify conditions have been met for Approved with Conditions projects
<b>1/19/2021</b>	1/20/2021	1/28/2021	2/1/2021	2/11/2021
2/15/2021	2/16/2021	2/25/2021	3/1/2021	3/11/2021
3/15/2021	3/3/2021	3/25/2021	3/29/2021	4/8/2021
4/19/2021	4/20/2021	4/29/2021	5/3/2021	5/13/2021
5/17/2021	5/18/2021	5/27/2021	5/31/2021	6/10/2021
6/21/2021	6/22/2021	7/1/2021	7/5/2021	7/15/2021
7/19/2021	7/20/2021	7/15/2021	7/19/2021	7/29/2021
8/16/2021	8/17/2021	8/26/2021	8/30/2021	9/9/2021
9/20/2021	9/21/2021	9/16/2021	9/20/2021	9/30/2021
10/18/2021	10/19/2021	10/28/2021	11/1/2021	<b>11/12/2021</b>
11/15/2021	11/16/2021	11/25/2021	11/29/2021	12/9/2021
12/20/2021	12/21/2021	12/30/2021	1/3/2022	1/13/2022
<b>1/18/2022</b>	1/19/2022	1/27/2022	1/31/2022	2/10/2022



# STAFF REPORT

---

**MEETING DATE:** December 8, 2020

**AGENDA ITEM:** 8D

**TITLE:**

Consider action to approve Resolution No. R-2020-117 of the City Council of the City of Bastrop, Texas approving a CARES Act Funding Agreement with the Bastrop Economic Development Corporation, attached as Exhibit A, in an amount not to exceed One Hundred Twenty-Six Thousand Dollars (\$126,000); and establishing an effective date.

**STAFF REPRESENTATIVE:**

Tracy Waldron, Chief Financial Officer

**BACKGROUND/HISTORY:**

Under the CARES Act, the Coronavirus Relief Fund (CRF) is to be used to make payments for specific uses to state and local governments. The total allocated to the City of Bastrop is \$506,605. The allocation is split 75%/25% on use. The 25% can be used only for expenses associated with the provision of economic support in connection with the COVID-19 public health emergency.

The Bastrop Economic Development Corporation (BEDC) has awarded over Five Hundred seventy-six thousand dollars (\$576,000) in COVID-19 relief grants to one hundred twenty-one (121) local businesses within the City of Bastrop.

This resolution is establishing a funding agreement between the city and BEDC to allow the city to use the available 25% (\$126,000) of CRF funds to reimburse BEDC a portion of the relief grants already distributed.

**POLICY EXPLANATION:**

It was the recommendation of the Texas Department of Emergency Management to establish this agreement for the facilitation of the reimbursement to BEDC with these CRF funds.

**FUNDING SOURCE:**

Coronavirus Relief Funds

**RECOMMENDATION:**

Tracy Waldron, CFO, recommends approval of Resolution No. R-2020-117 of the City Council of the City of Bastrop, Texas approving a CARES Act Funding Agreement with the Bastrop Economic Development Corporation, attached as Exhibit A, in an amount not to exceed One Hundred Twenty-Six Thousand Dollars (\$126,000); and establishing an effective date.

**ATTACHMENTS:**

- Resolution 2020-117

**RESOLUTION NO. R-2020-117**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A CARES ACT FUNDING AGREEMENT WITH THE BASTROP ECONOMIC DEVELOPMENT CORPORATION, ATTACHED AS EXHIBIT A, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-SIX THOUSAND DOLLARS (\$126,000); AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bastrop received an allocation of \$506,605 from the State of Texas from the Coronavirus Relief Fund; and

**WHEREAS**, this funding allowed for 25% of the allocated amount be used for expenses associated with the provision of economic support in connection with the COVID-19 public health emergency; and

**WHEREAS**, BEDC provided five hundred seventy-six thousand dollars (\$576,000.00) in COVID-19 Relief Grants to one hundred and twenty-one (121) local businesses in and around the City of Bastrop. The purpose of these awards was to help businesses stay in operation, survive the pandemic, and continue to employ people in the Bastrop area; and

**WHEREAS**, the City Council of the City of Bastrop, Texas finds it to be in the public interest, and necessary for the public health, safety and welfare to award to the BEDC the total amount not to exceed One Hundred Twenty-Six Thousand Dollars (\$126,000) representing a portion of the federal Coronavirus Relief Funds the city was allocated, as a partial reimbursement for the cost of the COVID-19 relief grants.

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

**Section 1:** The City hereby approves the CARES Act Funding Agreement, as attached as Exhibit A, and authorizes the City Manager to take all necessary actions to execute the Agreement and any necessary subsequent documents to effectuate the performance of the Resolution.

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

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

**DULY RESOLVED AND APPROVED** by the City Council of the City of Bastrop, Texas this 8<sup>th</sup> day of December 2020.

**APPROVED:**

---

Connie B. Schroeder, Mayor

**ATTEST:**

---

Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

---

Alan Bojorquez, City Attorney





## CARES ACT FUNDING AGREEMENT

This CARES Act Funding Agreement (“Agreement”) is made by and between the **City of Bastrop, Texas**, (“City”), and the **Bastrop Economic Development Corporation** (“BEDC”). The City and BEDC are also referred to collectively in this Agreement as the “Parties” and singularly as a “Party.”

**NOW, IN CONSIDERATION** of the mutual covenants to be performed by the Parties and other valuable consideration hereby acknowledged, therefore, be it mutually agreed as follows:

### 1. SCOPE OF SERVICES

BEDC provided five hundred seventy-six thousand dollars (\$576,000.00) in COVID-19 Relief Grants to one hundred and twenty-one (121) local businesses in and around the City of Bastrop. The purpose of these awards was to help businesses stay in operation, survive the pandemic, and continue to employ people in the Bastrop area. The grants emphasized the retention and training of employees during the pandemic and national disaster, as approved by the BEDC Board of Directors in the resolutions referenced as *Exhibit “A”*.

### 2. FUNDING

- A. Amount.** The City shall provide to BEDC grant funds in an amount up to a sum not to exceed one hundred twenty-six thousand dollars (\$126,000.00)
- B. Disbursement.** The City shall remit payment to the BEDC of the funds due as a lump sum payable in-full within thirty (30) days of the Effective Date of this Agreement.

### 3. ACCOUNTABILITY

- A. Written Reports.** BEDC has already submitted to the City’s Finance Department three spreadsheets describing which local businesses received COVID-19 Relief Grants in each of the three rounds. The City shall keep these records and may request additional records as required by the state and federal government.
- B. Accounting Practices.** BEDC already utilizes the City Finance Department as it’s accountant and bookkeeper who practices generally accepted bookkeeping and

standard accounting practices to maintain complete and accurate financial records of all expenditures of grant funds.

- C. Records Retention.** All reports and records related to grant funds shall be maintained by the BEDC in accordance with the BEDC's record retention policy.

#### **4. GENERAL PROVISIONS**

- A. Governing Law & Venue.** This Agreement shall be subject to the laws of the State of Texas and the City of Bastrop, Texas. Venue for any disputes arising under this Agreement shall rest solely in Bastrop County.
- B. Inclusiveness.** This document represents the entire understanding between the Parties. This Agreement may only be amended in writing with the mutual consent of the Parties.
- C. Severability.** If any sentence, clause or portion of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
- D. Effective Date.** The City and the BEDC make and execute this Agreement to be effective upon the date of final execution by both parties.

*<Signature Page to Follow>*

**IN WITNESS, WHEREOF:**

**CITY:**

*by:* \_\_\_\_\_  
Paul A Hofmann, City Manager  
City of Bastrop  
Date of Execution: December 8, 2020

**ATTEST:**

*by:* \_\_\_\_\_  
Ann Franklin, City Secretary  
City of Bastrop

**BEDC:**

*by:* \_\_\_\_\_  
Cameron Cox, Chief Executive Officer  
Bastrop Economic Development Corporation  
Date of Execution: December 8, 2020

**ATTEST:**

*by:* \_\_\_\_\_  
Sam Kier, Board Secretary  
Bastrop Economic Development Corporation

***Exhibit “A”***

**COVID-19 Relief Grants**

*(BEDC Resolutions, April 13, 2020 – August 27, 2020)*



# STAFF REPORT

**MEETING DATE:** December 8, 2020

**AGENDA ITEM:** 8E

**TITLE:**

Consider action to approve Resolution No. R-2020-121 of the City Council of the City of Bastrop, Texas, stating that the City Council has determined the Construction Manager at Risk (CMAR) delivery method to provide the best value to the City and that the award of the Construction Manager At Risk Contract will be awarded based on best value to the City; and providing an effective date. (Submitted by: Trey Job, Assistant City Manager)

**STAFF REPRESENTATIVE:**

Trey Job, Assistant City Manager

**BACKGROUND/HISTORY:**

On September 22, 2020, the City of Bastrop City Council received a presentation on the benefits of using the CMAR method of delivery for the Simsboro Aquifer Water Supply and Water Treatment Plant construction. Once the presentation was completed the City Council took action approving an amendment to the Freese & Nichols task order that increased the overall contract amount by \$60,000.00. This resolution has no budgetary impact.

CMAR is a delivery method which necessitates a commitment by the Construction Manager (CM) to deliver the project within a Guaranteed Maximum Price (GMP) which is based on the construction documents and specifications at the time of the GMP plus, any reasonably inferred items or tasks. By bringing the CMAR on early in the process, they can provide valuable input (e.g., including cost estimating, scheduling, solicitation of subcontractor bids, value engineering, etc.) into the design and construction planning for the project.

This delivery method has several unique benefits to the Owner, including:

- A higher level of cost control from the start. During the design process, the CMAR provides cost estimates at contractually established points. If these cost estimates are in line with the established budget, the architect then moves on to the next phase of design. If not, the CMAR, Owner and Architect assess the cost estimate and make design changes to bring the design back into budget alignment. This process ensures budget success.
- The CMAR is an Owner advocate and manages the project with the Owner's best interest in mind at all times.
- The CMAR takes burden off of the Owner in managing and coordinating the project.
- The Owner's risk is limited by the CMAR process providing the construction documents are complete and proper allowances and contingencies are built into the GMP.

- Constructability and value to the Owner are afforded by the Value Engineering expertise brought to the process by the CMAR.
- Since the CMAR is at risk and gives the GMP prior to bid, the CMAR does not have to select the low bid but can focus on the quality of the respondents.
- Generally, the thorough prequalification process minimizes the number of low bidders that get disqualified and generally leads to lower long term costs, higher quality, and fewer claims because only pre-qualified contractors are performing work.
- CMAR services are professional services like architectural, engineering, surveying, etc. The CMAR's main purpose is not only to construct the project, but to manage the construction of the project. This management focus adds much value to the project.

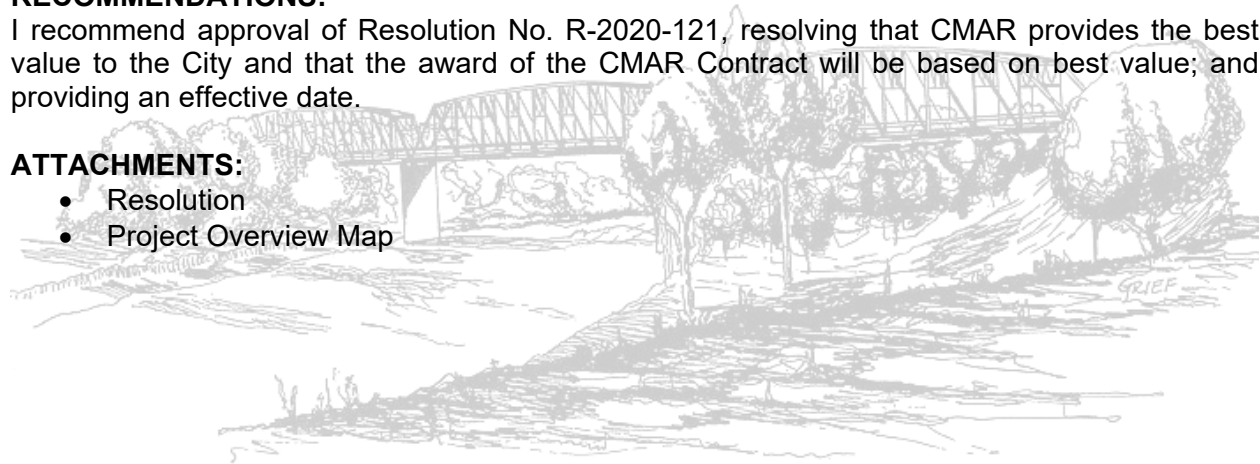
The Texas Government Code requires a governmental entity when using a method other than competitive bidding for construction services to determine prior to advertising and issuing the request for proposal that the alternate method provides the best value to the City (TX Gov't Code § 2269.056). If passed tonight the RFP will be issued by December 10, 2020.

**RECOMMENDATIONS:**

I recommend approval of Resolution No. R-2020-121, resolving that CMAR provides the best value to the City and that the award of the CMAR Contract will be based on best value; and providing an effective date.

**ATTACHMENTS:**

- Resolution
- Project Overview Map





**RESOLUTION NO. R-2020-121**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, STATING THAT THE CITY COUNCIL HAS DETERMINED THE CONSTRUCTION MANAGER AT RISK DELIVERY METHOD TO PROVIDE THE BEST VALUE TO THE CITY AND THAT THE AWARD OF THE CONSTRUCTION MANAGER AT RISK CONTRACT WILL BE AWARDED BASED ON BEST VALUE TO THE CITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, The City of Bastrop, Texas City Council understands the Construction Manager at Risk (CMAR) method of delivery generally brings overall value and cost savings to construction projects; and

**WHEREAS**, The CMAR is an Owner advocate and manages the project with the Owner's best interest in mind at all times; and

**WHEREAS**, Constructability and value to the Owner are afforded by the Value Engineering expertise brought to the process by the CMAR; and

**WHEREAS**, CMAR services are professional services like architectural, engineering, surveying etc. and the CMAR's purpose is not only to construct the project, but to manage the coordination and construction of the project. This management focus adds much value to the project; and

**WHEREAS**, The Simsboro Aquifer Water Supply and Water Treatment Plant construction is a complex project that will benefit these management services.

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

**Section 1:** The City of Bastrop City Council has determined the construction manager at risk delivery method to provide the best value to the City of Bastrop for the Simsboro Aquifer Water Supply and Water Treatment Plant project and will award the construction manager at risk contract based on best value provided to the City after review of qualifications based proposals from prospective firms.

**Section 2:** That this Resolution shall take effect immediately upon its passage, and it is so resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 8<sup>th</sup> Day of December 2020.

**APPROVED:**

---

Connie B. Schroeder, Mayor

**ATTEST:**

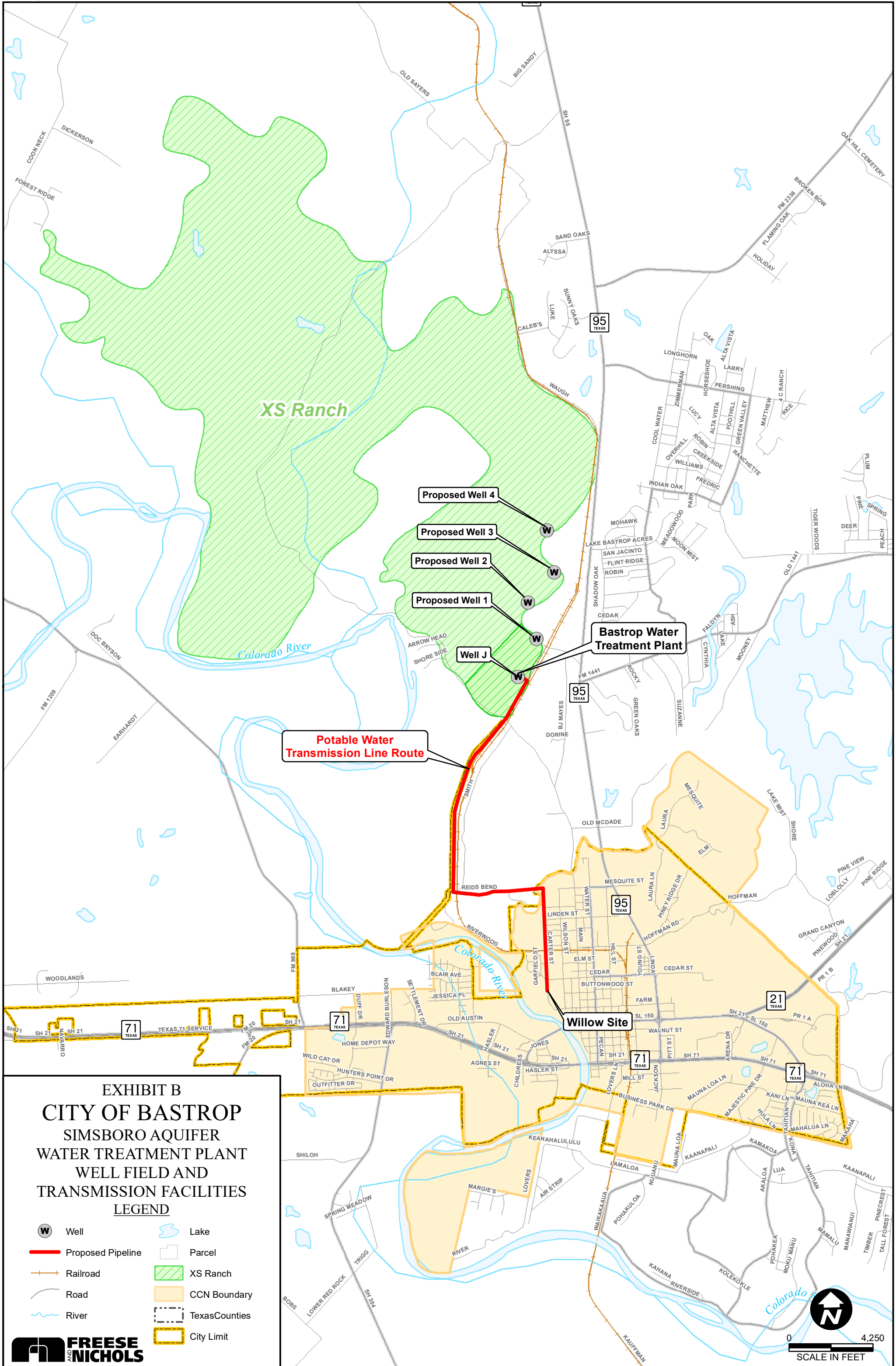
---

Ann Franklin, City Secretary

**APPROVED AS TO FORM:**












---

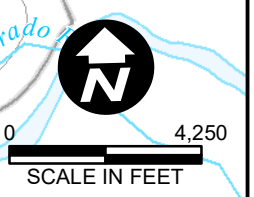
Alan Bojorquez, City Attorney



**EXHIBIT B**  
**CITY OF BASTROP**  
**SIMSBORO AQUIFER**  
**WATER TREATMENT PLANT**  
**WELL FIELD AND**  
**TRANSMISSION FACILITIES**

**LEGEND**

-  Well
-  Proposed Pipeline
-  Railroad
-  Road
-  River
-  Lake
-  Parcel
-  XS Ranch
-  CCN Boundary
-  Texas Counties
-  City Limit





# STAFF REPORT

---

**MEETING DATE:** December 8, 2020

**AGENDA ITEM:** 8F

**TITLE:**

Consider action to approve Resolution No. R-2020-119 of the City Council of the City of Bastrop, Texas awarding a contract for The Sidewalk Connectivity Project to 304 Construction, LLC, in the amount of two hundred twenty thousand and fifty three dollars (\$220,053.00); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**STAFF REPRESENTATIVE:**

Curtis Hancock, Director of Public Works

**BACKGROUND/HISTORY:**

On October 27, 2020 Public Work Director Curtis Hancock made a presentation to the council on The Sidewalk Connectivity Project to add new sidewalks to improve overall walkability, connectivity of the parks system, and public safety.

**POLICY EXPLANATION:**

**FUNDING SOURCE:**

Traffic Safety – Capital outlay

**RECOMMENDATION:**

Approve Resolution No. R-2020-119 of the City Council of the City of Bastrop, Texas awarding a contract for The Sidewalk Connectivity Project To 304 Construction, LLC, in the amount of two hundred twenty thousand and fifty three dollars (\$220,053.00); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**ATTACHMENTS:**

- Resolution R-2020-119
- Exhibit A
- Exhibit B

**RESOLUTION NO. R-2020-119**

**A RESOLUTION NO. R-2020-119 OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDED A CONTRACT FOR THE SIDEWALK CONNECTIVITY PROJECT TO 304 CONSTRUCTION, LLC, IN THE AMOUNT OF TWO HUNDRED TWENTY THOUSAND, FIFTY THREE DOLLARS(\$220,053.00) AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS,** The City Council has appointed the City Manager as the Chief Administrative Officer of the City; and

**WHEREAS,** The City Manager is responsible for the proper administration of all affairs of the City; and

**WHEREAS,** The City Council has the steadfastness to ensure the quality of our City sidewalk system and public safety; and

**WHEREAS,** The City of Bastrop has received all bids, and determined the best value contract.

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

**Section 1:** That the City Manager is hereby authorized to execute an Agreement with 304 Construction, LLC as attached as Exhibit A and Exhibit B.

**Section 2:** That the City Council of the City of Bastrop has found 304 Construction, LLC, to be to be skilled and qualified in the field of concrete improvements.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 8<sup>th</sup> day of December, 2020.

**APPROVED:**

---

Connie B. Schroeder, Mayor

**ATTEST:**

---

Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

---

Alan Bojorquez, City Attorney



# 304 Construction

# PROPOSAL

1083 FM 812 Suite i-9  
Cedar Creek, Texas 78612  
Ph: 512-581-7997 Fax: 512-581-7998

PROPOSAL

PO1044-20

Date: 9.16.2020

<b>TO:</b>	City of Bastrop	<b>PROJECT:</b>	Sidewalk Project
	David Junek		
	1209 Lindon St		
	Bastrop, TX 78602		
Phone:	512-332-8934		
Fax:			

340 Ft x 6 Ft 4" Sidewalk- Fishermans Park	\$ 11,118.00
20Ft x 15 Ft Demo- Fishermans Park	\$ 3,300.00
4500 Ft x 4 Ft 4" Sidewalk Linden to Main	\$ 98,100.00
1600 Ft x 4 Ft 4" Sidewalk Demo and Replace	\$ 50,880.00
Approx. 1,500 Driveway Demo and Replace	\$ 15,750.00
ADA Ramps 4@ 1,500 Each	\$ 6,000.00

**Route:** Linden to Pecan  
Pecan to Laurel  
Laurel to Main  
Main to Farm

Proposal good for 30 days

Total

**\$ 185,148.00**

ACCEPTANCE OF PROPOSAL the above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made for the above amount.

Date of acceptance: \_\_\_\_\_ Signature \_\_\_\_\_

# 304 Construction

# PROPOSAL

1083 FM 812 Suite i-9  
Cedar Creek, Texas 78612  
Ph: 512-581-7997 Fax: 512-581-7998

PROPOSAL

PO1055-20

Date: 10.09.2020

<b>TO:</b>	City of Bastrop	<b>PROJECT:</b>	Sidewalk Project
	David Junek		
	1209 Lindon St		
	Bastrop, TX 78602		
Phone:	512-332-8934		
Fax:			

Approximately 5,400 sqft new 4" sidewalk @ \$5.45 \$ 29,430.00

Approximately 500 sqft demo and new 4" sidewalk @ 7.95 \$ 3,975.00

1 Ada Ramp@ 1,500 \$ 1,500.00

**Route:**

Wilson from the tracks to Cedar St.

Proposal good for 30 days

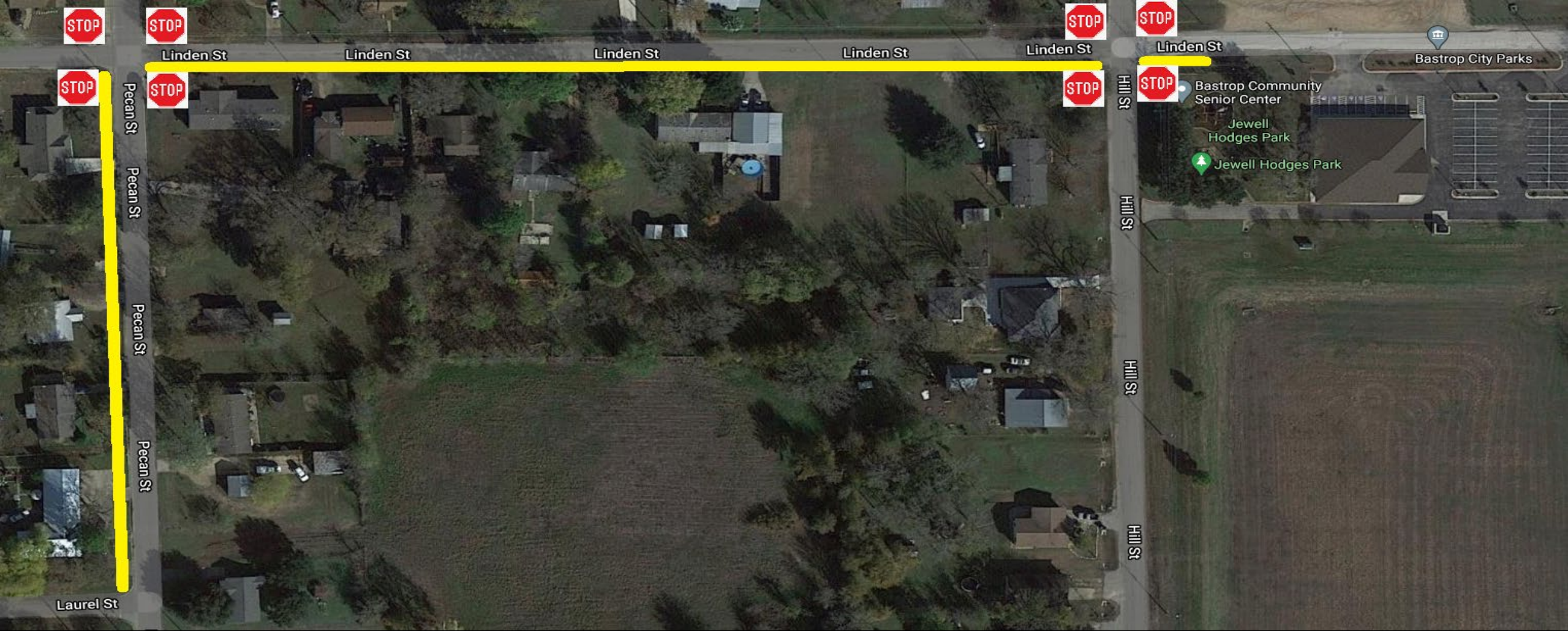
Total

**\$ 34,905.00**


**ACCEPTANCE OF PROPOSAL** the above prices, specification and conditions

are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made for the above amount.

Date of acceptance: \_\_\_\_\_ Signature \_\_\_\_\_



# Linden Street to Pecan Street to Laurel Street Section

-  New Sidewalk
-  Stop Sign





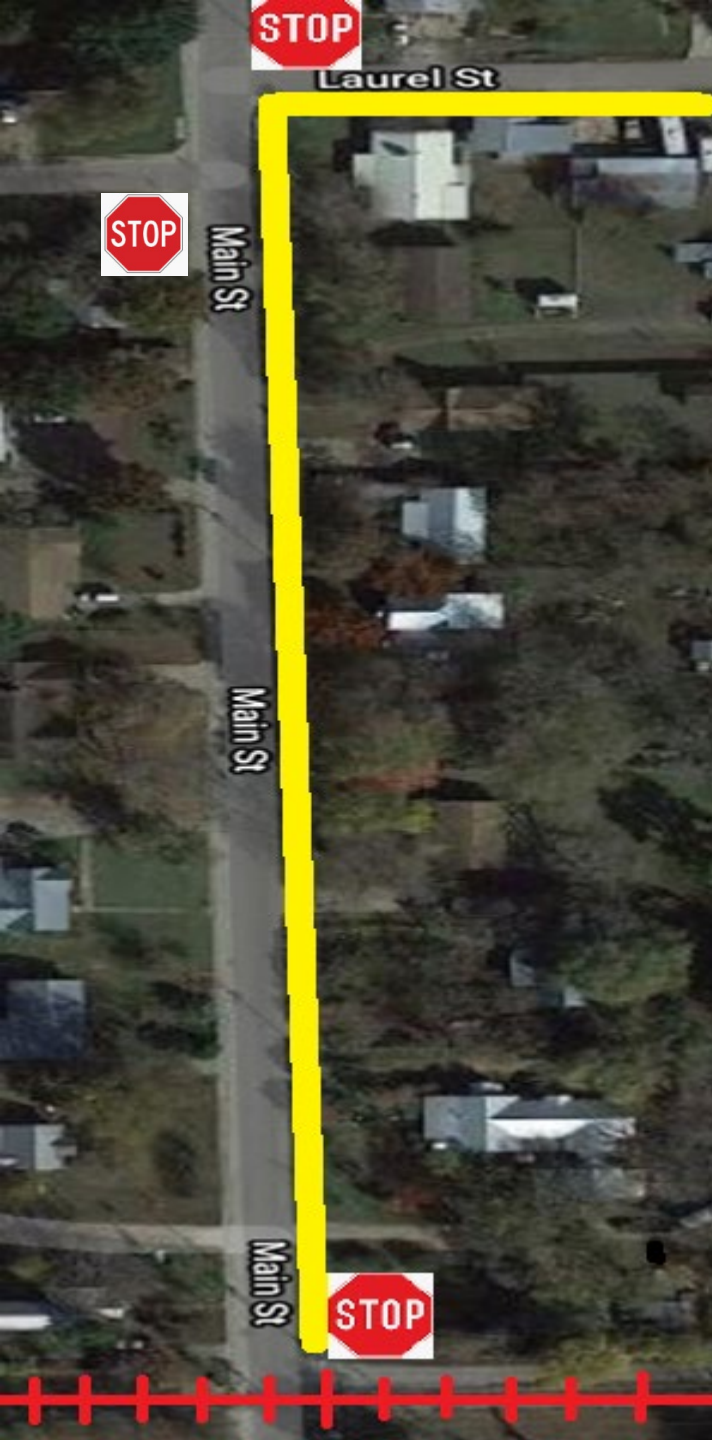
# Laurel Street to Main Street Section



New Sidewalk



Stop Sign



# Main Street Section from Laurel Street to Hawthorne Street



New Sidewalk

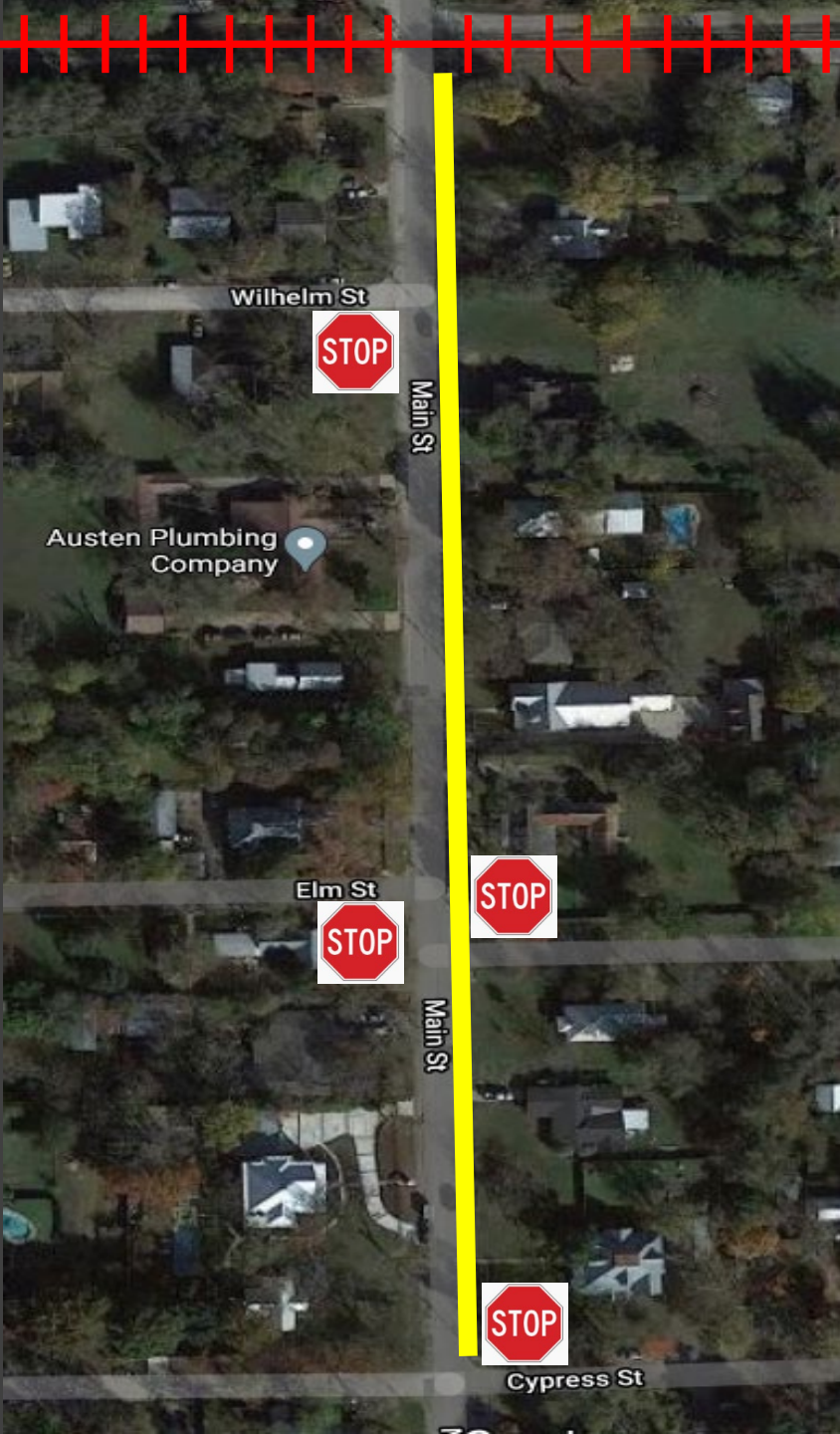


Stop Sign



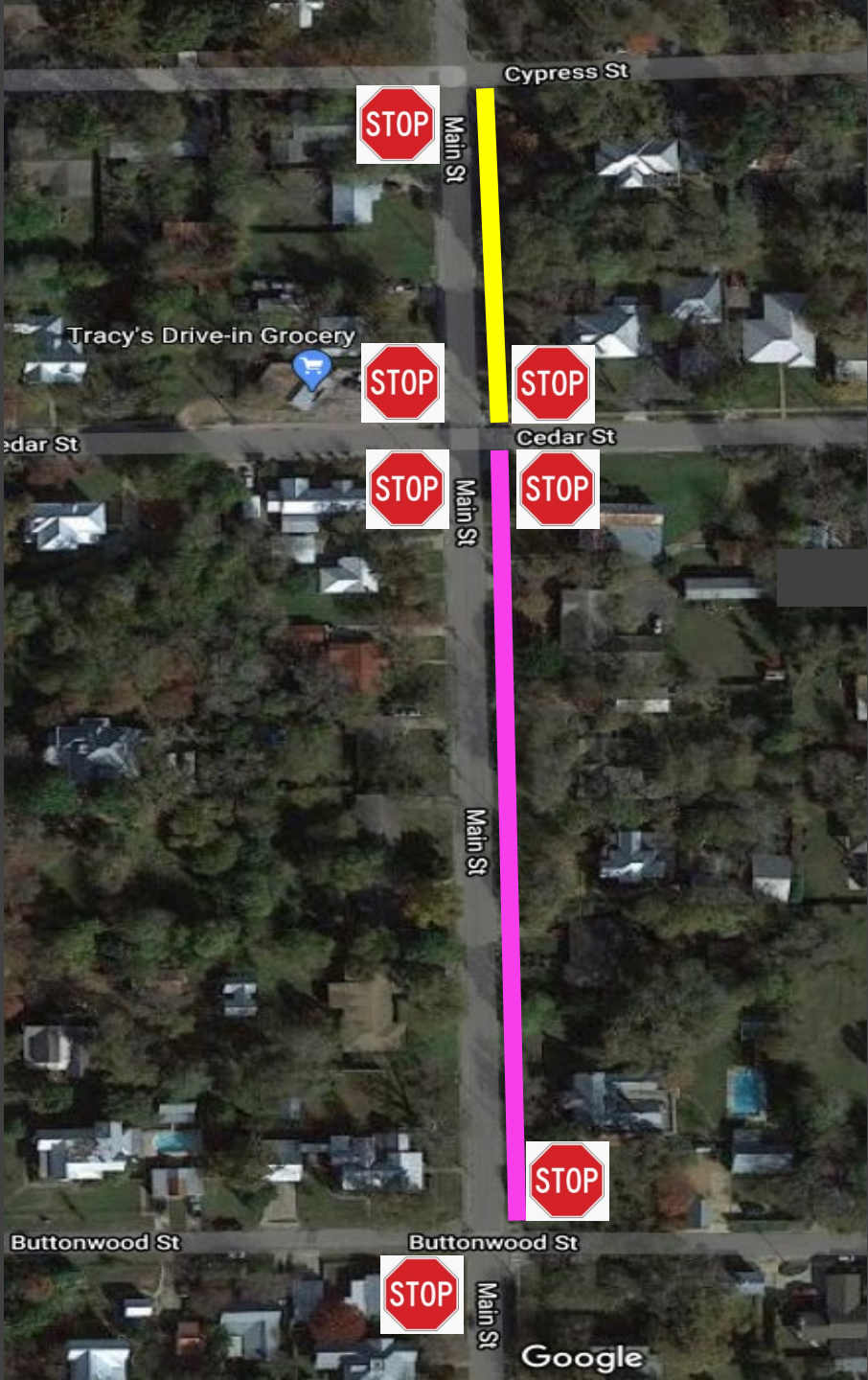
Railroad





# Main Street Section from Hawthorne Street to Cypress Street

-  New Sidewalk
-  Stop Sign
-  Railroad



# Main Street Section from Cypress Street to Buttonwood Street



New Sidewalk

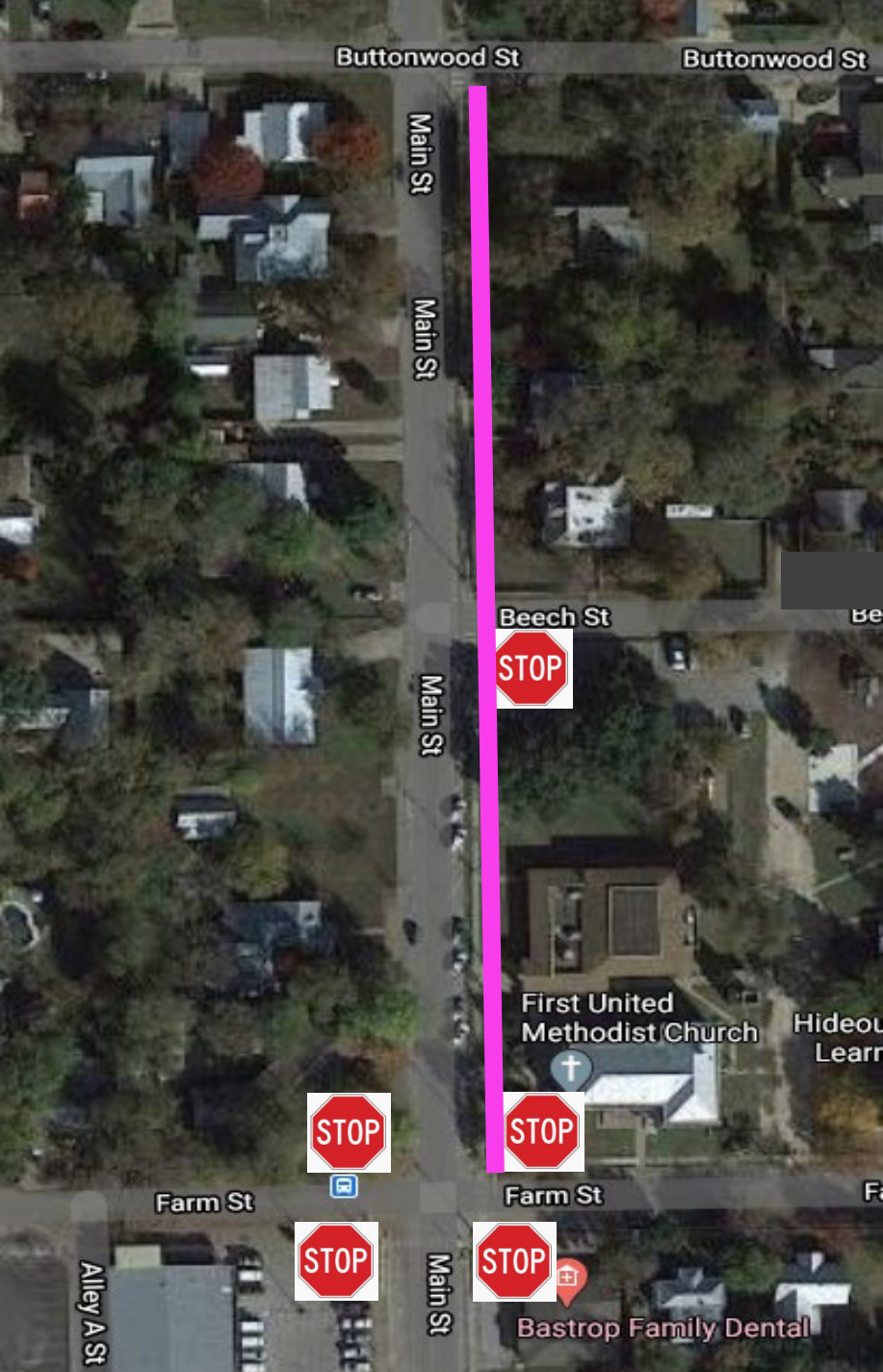


Stop Sign



Existing Sidewalk





# Main Street Section from Buttonwood Street to Farm Street

---



Stop Sign



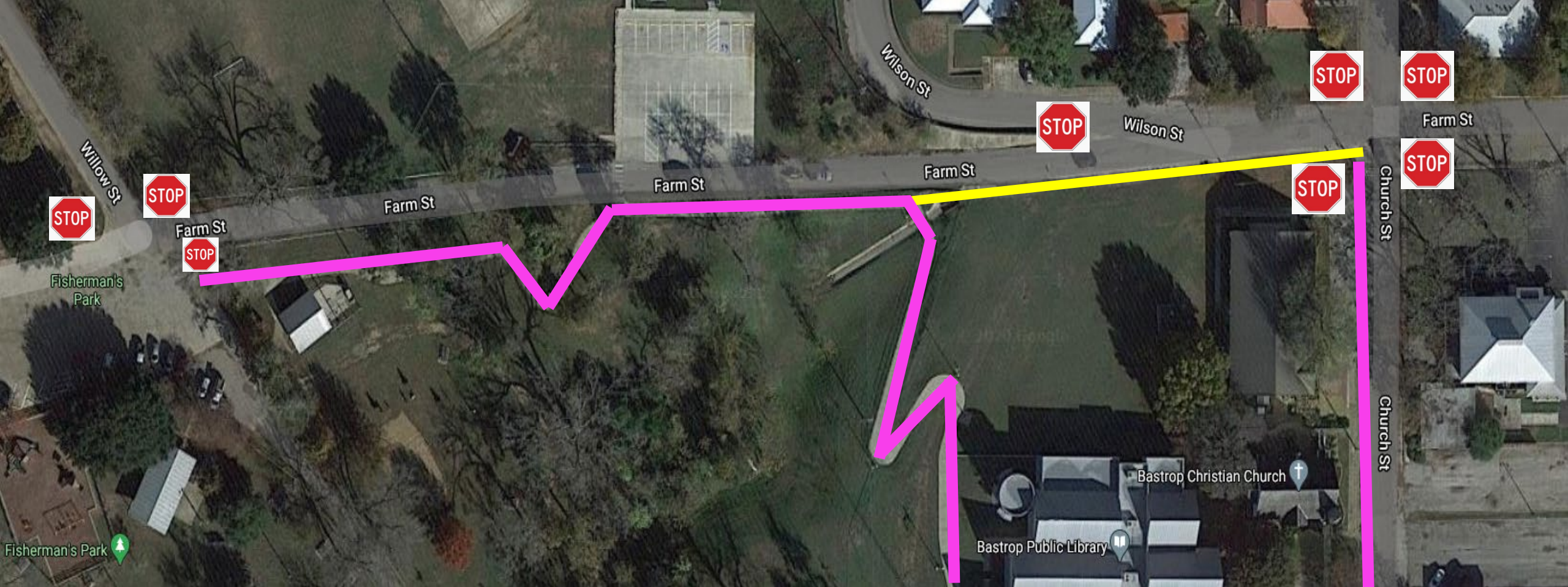
Existing Sidewalk



# 1100 Block of Main and Church Street Section

-  Existing Sidewalk
-  New Sidewalk
-  Stop Sign





# Church Street to Fisherman's Park Section



Existing Sidewalk



New Sidewalk



Stop Sign

# 304 Construction

# PROPOSAL

1083 FM 812 Suite i-9  
Cedar Creek, Texas 78612  
Ph: 512-581-7997 Fax: 512-581-7998

**PROPOSAL**

PO1044-20

Date: 9.16.2020

<b>TO:</b>	City of Bastrop David Junek 1209 Lindon St Bastrop, TX 78602	<b>PROJECT:</b>	Sidewalk Project
Phone:	512-332-8934		
Fax:			

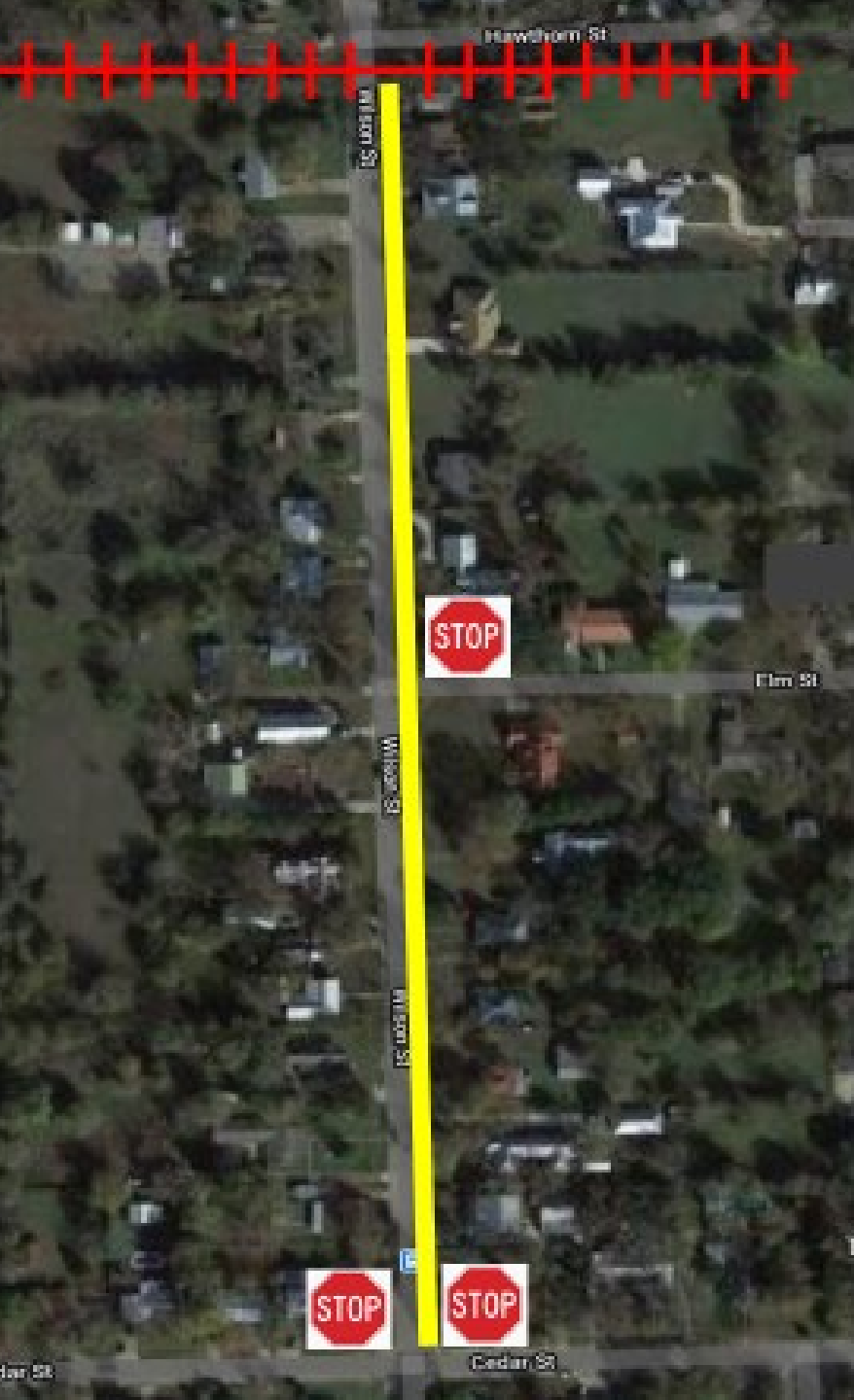
340 Ft x 6 Ft 4" Sidewalk- Fishermans Park	\$ 11,118.00
20Ft x 15 Ft Demo- Fishermans Park	\$ 3,300.00
4500 Ft x 4 Ft 4" Sidewalk Linden to Main	\$ 98,100.00
1600 Ft x 4 Ft 4" Sidewalk Demo and Replace	\$ 50,880.00
Approx. 1,500 Driveway Demo and Replace	\$ 15,750.00
ADA Ramps 4@ 1,500 Each	\$ 6,000.00

**Route:** Linden to Pecan  
Pecan to Laurel  
Laurel to Main  
Main to Farm

Proposal good for 30 days Total **\$185,148.00**

ACCEPTANCE OF PROPOSAL the above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made for the above amount.

Date of acceptance: \_\_\_\_\_ Signature \_\_\_\_\_



# Wilson Street Section from Cedar Street to Railroad Track



New Sidewalk



Stop Sign



Railroad

# 304 Construction

# PROPOSAL

1083 FM 812 Suite i-9  
Cedar Creek, Texas 78612  
Ph: 512-581-7997 Fax: 512-581-7998

**PROPOSAL** PO1055-20 Date: 10.09.2020

<b>TO:</b>	City of Bastrop David Junek 1209 Lindon St Bastrop, TX 78602	<b>PROJECT:</b>	Sidewalk Project
<b>Phone:</b>	512-332-8934		
<b>Fax:</b>			

Approximately 5,400 sqft new 4" sidewalk @ \$5.45	\$ 29,430.00
Approximately 500 sqft demo and new 4" sidewalk @ 7.95	\$ 3,975.00
1 Ada Ramp@ 1,500	\$ 1,500.00

**Route:**  
Wilson from the tracks to Cedar St.

Proposal good for 30 days	Total	\$ 34,905.00
<b>ACCEPTANCE OF PROPOSAL</b> the above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made for the above amount.		
Date of acceptance:	Signature	

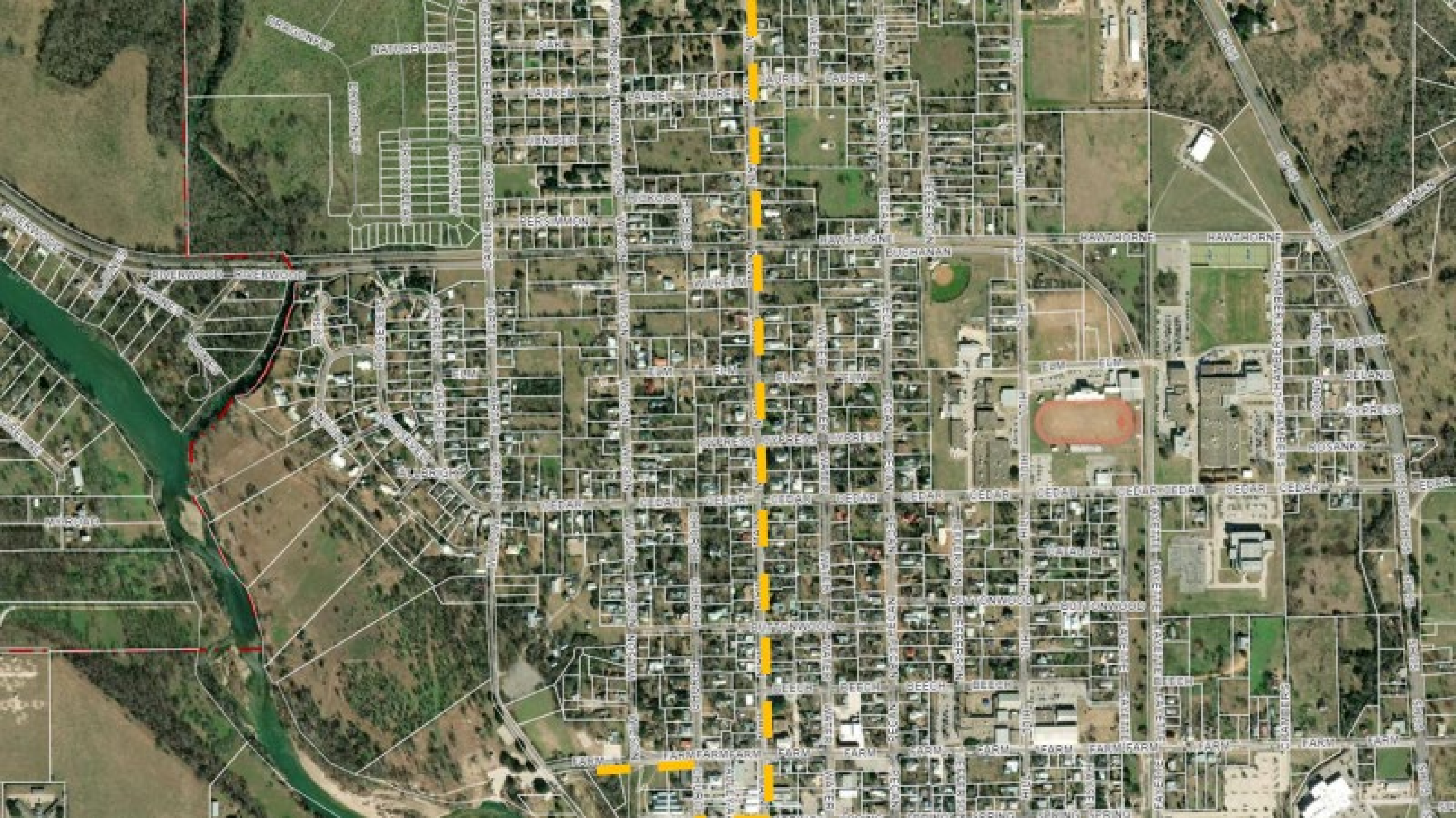
# Funding

- Funding Source: Traffic Safety – Capital outlay 405,000.00
- Linden (Hill to Pecan), Pecan (Linden to Laurel), Laurel (Pecan to Main), Main (Laurel to Farm) - 170,730.00
- Fisherman’s Park (Church and Farm, down Farm to tie-in to existing sidewalk in Fisherman’s Park) -14,418.00
- Wilson (Railroad track to Cedar) – 34,905.00
- Phase I total cost - 220,053.00
- Leaving us a balance – 184,947.00



# Park Connectivity Map

After completion of this project you can walk or bike from Jewel Hodges Park to Fisherman's Park or continue on to Bob Bryant Park.











# STAFF REPORT

---

**MEETING DATE:** December 8, 2020

**AGENDA ITEM:** 8G

**TITLE:**

Consider action to approve Resolution No. R-2020-112 approving reappointment of Charles W. Carver, JD as Associate Judge, Bastrop Municipal Court, City of Bastrop; naming the appointed Judge to a term of two (2) years; authorizing the City Manager to execute a contract; attached as Exhibit A; providing for a repealing clause; and establishing an effective date.

**STAFF REPRESENTATIVE:**

Tracy Waldron, Chief Financial Officer

**BACKGROUND/HISTORY:**

In August 2017, the city issued a Request for Qualifications for an Associate Judge position. This was the first time this position was considered. The Associate Judge position is to relieve the Presiding Judge of jail magistrate on the weekends and facilitates court in the Presiding Judge's absence.

The initial contract for Judge Carver was for a term of three years. He is up for re-appointment.

**POLICY EXPLANATION:**

Section 30.00006 of the Texas Government Code provides that the term of office for municipal judge's must be for a definite term of two or four years.

Section 5.02 of the City of Bastrop Home Rule Charter states that the Judge of the Municipal Court shall be nominated by the Mayor and appointed by the Council.

Section 7.01.003(f) of the Bastrop City Code states each alternate judge shall be appointed for a term of two (2) years.

**FUNDING SOURCE:**

N/A

**RECOMMENDATION:**

Tracy Waldron, CFO, recommends approval of Resolution No. R-2020-112 approving reappointment of Charles W. Carver, JD as Associate Judge, Bastrop Municipal Court, City of Bastrop; naming the appointed Judge to a term of two (2) years; authorizing the City Manager to execute a contract; attached as Exhibit A; providing for a repealing clause; and establishing an effective date.

**ATTACHMENTS:**

- Resolution 2020-112



**RESOLUTION NO. R-2020-112**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING REAPPOINTMENT OF CHARLES W. CARVER, JD AS ASSOCIATE JUDGE, BASTROP MUNICIPAL COURT, CITY OF BASTROP; NAMING THE APPOINTED JUDGE TO A TERM OF TWO YEARS; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT, ATTACHED AS EXHIBIT A; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, Section 30.00006 of the Texas Government Code provides that the term of office for municipal judges “must be for a definite term of two or four years.”; and

**WHEREAS**, Section §5.02 of the City of Bastrop Home Rule Charter states that the Judge of the Municipal Court “shall be nominated by the Mayor and appointed by the Council”; and

**WHEREAS**, Section 7.01.003(f) of the Bastrop City Code states “each alternate judge shall be appointed for a term of two (2) years; and

**WHEREAS**, the City Council of the City of Bastrop, Texas has determined that it is in the best interest of the City of Bastrop and for the orderly operation of the City of Bastrop Municipal Court to reappoint Charles Carver as Associate Municipal Court Judge.

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

**Section 1:** The City hereby reappoints, under the authority of §5.02 of the City of Bastrop Home Rule Charter and Section 7.01.003 of the Bastrop City Code, Charles W. Carver, JD to the position of Associate Municipal Court Judge for a term of two (2) years.

**Section 2:** The City Manager is hereby authorized to execute a contract for Associate Municipal Court Judge services between the City of Bastrop, Texas and Charles W. Carver, JD (attached as Exhibit A) as well as all other necessary documents related to this contract.

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

**DULY RESOLVED AND APPROVED** by the City Council of the City of Bastrop, Texas  
this 8<sup>th</sup> day of December 2020.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



EXHIBIT A

STATE OF TEXAS                                     §  
COUNTY OF BASTROP                             §

**AGREEMENT BETWEEN THE CITY OF BASTROP**  
**AND**  
**CHARLES W. CARVER, JD**

This agreement is effective the 8<sup>th</sup> day of December 2020, between the City of Bastrop, acting through its duly elected City Council of the City of Bastrop and Charles W. Carver, JD.

WITNESSETH:

WHEREAS, pursuant to the authority granted to the City Council through **the City Charter** and the laws of the State of Texas, the City Council of the City of Bastrop has appointed Charles W. Carver, JD as Associate Municipal Court Judge; and

WHEREAS, the parties desire to enter into a written agreement setting forth all terms, conditions, and obligations of the parties;

NOW, THEREFORE, in consideration of the mutual covenants and promises, the parties agree as follows:

I. TERM

1.1     The term of this Agreement shall be for two (2) years to run the portion of such unexpired term as may remain at the time of the appointment, unless sooner terminated as provided by the terms of this Agreement.

2. SCOPE OF AGREEMENT

2.1     The purpose of this Agreement is to engage Judge Carver for the express purpose of serving the City of Bastrop, Texas, as the City's Associate Municipal Court Judge.

2.2     Judge Carver shall perform all functions of the Municipal Court Judge of the City of Bastrop, Texas, as set forth in the current or revised **Charter of the City of Bastrop** as required by **The Code of the City of Bastrop, as amended**, by applicable State law, as it now exists or may be amended in the future, and the **Texas Code of Judicial Conduct**.

2.3     The City of Bastrop's regular Municipal Court shall be held at Bastrop Municipal Court located at 104 Grady Tuck Lane, Bastrop, Texas 78602. However, the City of Bastrop reserves the right to designate days of the week, hours, and alternate locations where the Municipal Court may be held in the event that facility should not be available.

## EXHIBIT A

- 2.4 The City Council shall have the power to create and establish additional Municipal Courts, with the same or separate jurisdictions, and to appoint an additional Magistrate for each Court so established.
- 2.5 Judge Carver agrees to provide prompt, courteous, efficient, and professional services in the performance of his duties.
- 2.6 Judge Carver shall deal with the administrative services of Municipal Court solely through the Presiding Judge, Municipal Court Clerk or the City Manager.
- 2.7 In the event Judge Carver is unable to act for any reason, the Council may appoint an Alternate Municipal Court Judge to act in the Judge's place.
- 2.8 Judge Carver shall meet with the Presiding Judge, City Attorney, City Manager, Director of Planning and Community Development, City Prosecutor, and the Chief of Police, or such officials' respective designees, on request, to discuss procedures within the Municipal Court.

### 3. SALARY AND BENEFITS

- 3.1 Judge Carver shall be deemed an independent contractor of the City.
- 3.2 The City agrees to pay Judge Carver the following flat rates: one hundred and fifty dollars (\$150) per event (i.e., jail magistrate trips), four hundred dollars (\$400) for each half day Judge Carver conducts court and fifty dollars (\$50) per overnight warrant Judge Carver processes on behalf of the City. The City agrees to pay Judge Carver within 15 business days of receiving an invoice for services received.
- 3.3 Judge Carver shall pay all applicable local, state, federal taxes, including income tax, withholding tax, social security tax, and pension contributions, if any.
- 3.4 The City agrees to pay Judge Carver a daily rate of \$400 and his travel and expenses to attend the Texas Municipal Courts Education Center ("TMCEC") judges training, up to a maximum of three (3) days annually. Judge Carver is required to attend the TMCEC judges training each year during the term of this contract.

EXHIBIT A

4. TERMINATION

- 4.1 Judge Carver shall serve at the pleasure of the City Council. The City may terminate Judge Carver at any time without cause, and without notice, as allowed by law.
- 4.2 Judge Carver may terminate this Agreement at any time, with or without notice.
- 4.3 Judge Carver shall waive all claims for compensation if not claimed within thirty (30) days for the date of the termination of this Agreement.

5. GENERAL PROVISIONS

- 5.1 If any provision of this Agreement shall, for any reason, be held to violate any applicable law, the invalidity of such a specific provision of this Agreement shall not be deemed to invalidate any other provisions of this Agreement, which shall remain in full force and effect unless removal of the invalid provisions destroy the legitimate purposes of this Agreement, in which event the parties shall deem this Agreement canceled.
- 5.2 The paragraph headings used in this Agreement are descriptive only and shall have no legal force or effect.
- 5.3 This Agreement represents the entire agreement by and between the parties, except as otherwise provided in this Agreement, and it may not be changed except by written amendment duly executed by all parties.
- 5.4 This Agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in the City of Bastrop, Bastrop County, Texas.

IN WITNESS WHEREOF, the City Council of the City of Bastrop, by and through the Mayor, has caused this Agreement to be executed and that upon execution thereof, it shall be deemed the act and deed of the City of Bastrop.

[SIGNATURES FOLLOW ON PAGE 4]

EXHIBIT A

CITY OF BASTROP, TEXAS

BY: \_\_\_\_\_  
Paul A. Hofmann, City Manager

BY: \_\_\_\_\_  
Charles W. Carver, JD, Associate Municipal Court Judge

ATTEST: \_\_\_\_\_  
Ann Franklin, City Secretary



# STAFF REPORT

---

**MEETING DATE:** December 8, 2020

**AGENDA ITEM:** 8H

**TITLE:**

Discuss and consider action to confirm standard forms and Rules of Procedure proposed by the Bastrop Board of Ethics. (Submitted by: Paul A. Hofmann)

**STAFF REPRESENTATIVE:**

Paul A. Hofmann, City Manager

**BACKGROUND/HISTORY:**

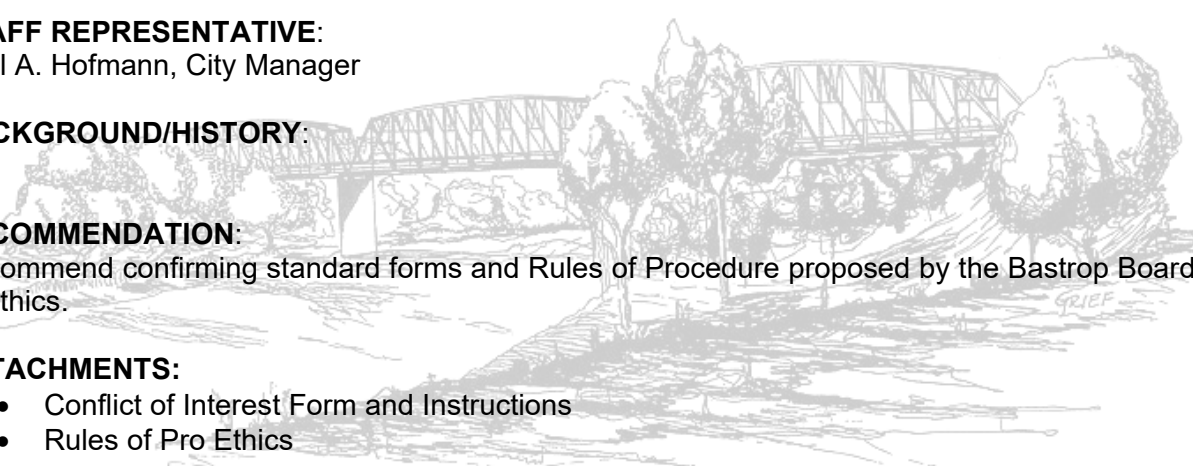
N/A

**RECOMMENDATION:**

Recommend confirming standard forms and Rules of Procedure proposed by the Bastrop Board of Ethics.

**ATTACHMENTS:**

- Conflict of Interest Form and Instructions
- Rules of Pro Ethics





City of Bastrop  
1131 Chestnut St.  
Bastrop, TX 78602  
(512) 332-8800  
[www.cityofbastrop.org](http://www.cityofbastrop.org)

## CONFLICTS DISCLOSURE STATEMENT

### INSTRUCTIONS

1. All forms must be either typewritten or legibly hand-printed in ink.
2. List the name of and the office held by the City Official filing this statement.
3. Specify the nature of the conflict being disclosed.
4. Read and sign the form in the presence of a notary.
5. Once you complete the form, you must print it out, sign it, have it notarized, and deliver it to: City Secretary, 1131 Chestnut St., Bastrop, TX 78602.

### IMPORTANT

**In accordance with the City of Bastrop Code of Ethics Section 1.15.009(a), any individual filing this form should be aware of the following provisions:**

#### **Deliberation Prohibited**

It is a violation of the code for a City Official to knowingly deliberate regarding a pending matter for which the City Official currently has a conflicting interest. City Officials with a current conflicting interest in a pending matter must recuse themselves and abstain from deliberations.

A City Official is considered to have a conflicting interest if the City Official's relative has a conflicting interest. A relative is defined in the Code of Ethics as a family member related to the City Official within the third (3rd) degree of affinity (marriage) or consanguinity (blood or adoption); that is, the parent(s), child(ren), sibling(s), grandparent(s), grandchild(ren), aunt(s), uncle(s), great-grandparent(s), great-grandchild(ren), niece(s), and nephew(s) of the City Official and the Official's spouse.

It is an exception to this recusal requirement if the City Official serves on the City Council, Planning and Zoning Commission, or Board of Adjustment; and a majority of the members of that body is composed of persons who are likewise required to file (and who do file) disclosures on the same pending matter.

#### **Disclosure Required**

If a City Official has a Conflicting Interest or Substantial Interest in a pending matter, the City Official shall disclose the nature of the conflicting interest by filing a sworn statement with the City Secretary. Disclosures under this subsection shall be for the time period, including the previous calendar year, and up to the date where the Conflicting Interest arises before the City Official.



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

**CONFLICTS DISCLOSURE STATEMENT**

This notice is to disclose that the following City Official has become aware of facts that require the official to file this statement in accordance with Section 1.15.009(a) of the Bastrop Code of Ethics.

**A. Filer's General Information**

Date of Statement: \_\_\_\_\_

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

M.I: \_\_\_\_\_

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

Title / Position: \_\_\_\_\_

**B. Check the applicable section(s) and complete the required information:**

I, \_\_\_\_\_, the City Official named above, my spouse, or one of my relatives [specifically, the parent(s), child(ren), sibling(s), grandparent(s), grandchild(ren), aunt(s), uncle(s), great-grandparent(s), great-grandchild(ren), niece(s), or nephew(s) of me or my spouse]:

own(s) five percent (5%) or more voting shares or stock in \_\_\_\_\_ [name of Business Entity];

receive(s) more than five-thousand dollars (\$5,000.00) in gross annual income from \_\_\_\_\_ [name of Business Entity], as evidenced by a W-2, 1099, K-1, or similar tax form;

own(s) more than five-thousand dollars (\$5,000.00) of the fair market value of \_\_\_\_\_ [name of Business Entity];

own(s) an interest in real property, specifically, \_\_\_\_\_ [the property's address] with a fair market value of more than one thousand dollars (\$1,000.00);

serve(s) on the Board of Directors or as an Officer of \_\_\_\_\_ [name of Business Entity, nonprofit corporation, or unincorporated association], a position I was not appointed to by the City Council;

serve(s) in an official, named capacity as a designated fundraiser for \_\_\_\_\_ [name of nonprofit corporation or unincorporated association], a position I was not appointed to by the City Council.

received funds that exceed 10% of gross income for the previous year from \_\_\_\_\_ [name of Business Entity];

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



## AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I also acknowledge that this statement includes the previous calendar year, and up to the date where the conflicting interest arose.

---

Signature of City Official

Submit completed form by hand delivery, U.S. mail, or email to:

City Secretary  
1131 Chestnut St.  
Bastrop, TX 78602  
[citysec@cityofbastrop.org](mailto:citysec@cityofbastrop.org)  
(512) 332-8800

# City of Bastrop Board of Ethics

## RULES OF PROCEDURE for Meetings & Hearings

### A. GENERAL

- 1. Confidentiality.** The City of Bastrop shall strive to maintain a level of confidentiality during the preliminary phases of processing Complaints in order to avoid unduly tarnishing peoples' reputations while striving to provide due process. Confidentiality shall be limited by law, including the Texas Public Information Act.

Under the Code of Ethics, a complaint submitted to the City is confidential until it is either dismissed or placed on an agenda for consideration by the Board of Ethics in accordance with the Code of Ethics.

The Board of Ethics shall maintain the confidentiality of any document it receives that is categorized as being subject to common law privacy as defined by Section 552.101 of the Texas Government Code; trade secrets, audit working papers, certain commercial or financial information as defined by Section 552.110 of the Texas Government Code; confidentiality of certain private communications of elected officers as defined by Section 552.109 of the Texas Government Code; and all other information considered confidential and protected under the Texas Public Information Act or other law, as applied to Section 552.022 of the Texas Government Code.

*Code of Ethics § 1.15.015(j).*

- 2. Ex Parte.** The complainant and accused are prohibited by the Code of Ethics from communicating (directly or indirectly) about the subject matter or merits of the complaint, or any issue of law or fact about a complaint, with the Board, any of its members, or witnesses identified in the complaint (or filed supplements). Similarly, the Board is prohibited from communicating about the subject matter or merits of a complaint, or any issue of law or fact about a complaint with the parties or other persons (except for members of the Board, the City Secretary's Office, the City Attorney's Office, or Special Counsel).

- 3. Definitions.** In these Rules, the following words, terms, and phrases shall have the meanings ascribed to them, except where the context clearly indicates a different meaning:

“Board” means the Board of Ethics of the City of Bastrop.

*Code of Ethics § 1.15.015(5).*

## B. MEETINGS

1. **Calling Meetings.** Board meetings shall be called upon request of the Chairperson, three (3) Board members, or the City Secretary.
2. **Decorum.** Every person present must exhibit civility and professionalism. Personal attacks, insulting remarks, and threats are prohibited. Speakers must confine their remarks to the subject under discussion.
3. **Call to Order.** The Chairperson shall:
  - (a) Call each meeting to order;
  - (b) Announce the time the meeting is convened; and
  - (c) State whether a quorum of four (4) or more Board members is present.
4. **Open Meetings Act.** Board meetings shall be conducted in compliance with the Texas Open Meetings Act.
5. **Adjournment.** Board meetings may be adjourned at the Chairperson's initiative or upon vote of a majority of the Board members present.
6. **Role of the Chairperson.** As presiding officer, the Chairperson will control meetings, including the flow of discussion. Only one person may speak at a time. The Chairperson will enforce these requirements by:
  - (a) Calling a person to order, advising them of the rules, and requesting compliance;
  - (b) Ending a person's opportunity to speak on an agenda item; and/or
  - (c) Ordering a person to leave a meeting and barring the person's presence during the remainder of the meeting.

The Chairperson may reasonably extend time limits provided under these Rules, either at their own discretion or by a simple majority vote of the Board members.

For purposes of these Rules, the term "Chairperson" shall include the Vice-Chairperson when the Chairperson is absent or has been recused. If both the Chairperson and Vice-Chairperson are absent or recusing themselves, the remaining Board members will select from among themselves a presiding officer for that particular meeting.

7. **Recusals.** At any point prior to the commencement of deliberations, Board members can recuse themselves. It is preferred that recusals be communicated to the Chairperson and the City Secretary's Office prior to a meeting so that the City Secretary's Office may request an alternate Board member to participate at the meeting.

**8. Attendance & Abstaining.** Upon receipt of an agenda for a meeting or hearing, each Board member shall immediately (preferably, within twenty-four (24) hours) inform the City Secretary's Office if the member is planning to:

(a) Attend;

(b) Not attend; or

(c) Attend but abstain from participation.

*Code of Ethics, §§1.15.013(d), 1.15.017.*

### **C. ADVISORY OPINIONS**

- 1. Assignment.** The City Secretary shall refer a written request for an advisory opinion to a panel. Panels shall be designated by the City Secretary and shall consist of three (3) Board members on a rotating basis and contain at least one (1) member who is an attorney or retired jurist.
- 2. Calling Meetings.** Panel meetings shall be called by the City Secretary.
- 3. Open Meetings.** Panel meetings shall be conducted in compliance with the Texas Open Meetings Act.
- 4. Notice.** The City Secretary shall send a written notification of the panel meeting to the requesting city official at least five (5) calendar days before the date of the meeting.
- 5. Participation.** While the requesting city official and other persons may attend the meeting, no testimony or public comments will be accepted.
- 6. Scope.** When assembled, a panel shall respond to a request for an advisory opinion by issuing written guidance regarding how the Code of Ethics applies (if at all) to the particular situation or behavior that is the subject of the request. The opinion may contain conclusions and recommendations.
- 7. Basis of Opinion.** A panel's opinion shall be limited to the facts presented in the request. No additional material will be considered. The opinion shall reflect the majority position of the panel.
- 8. Deadline.** A panel must issue its advisory opinion within thirty (30) days of the City Secretary's receipt of the request.

## **D. PRELIMINARY ASSESSMENTS**

- 1. Assignment.** The Chairperson shall assign an accepted complaint to a panel for preliminary assessment. A panel shall consist of three (3) Board members on a rotating basis and contain at least one (1) member who is an attorney or retired jurist.
- 2. Calling Meetings.** Panel meetings shall be ordered by the Chairperson.
- 3. Open Meetings.** Panel meetings shall be conducted in compliance with the Texas Open Meetings Act.
- 4. Notice.** The City Secretary shall send a written notification of the panel meeting to the complainant, the accused, and the City Attorney at least five (5) calendar days before the date of the meeting.
- 5. Participation.** While the complainant, the accused, and other persons may attend the meeting, no testimony or public comments will be accepted.
- 6. Scope.** When assembled, panels shall determine if a complaint is actionable or baseless, as defined by the Code of Ethics.
- 7. Basis.** A panel's review is limited to the contents of the complaint and no extraneous information may be considered. However, the panel may review extraneous information to determine the accuracy of any statement made in the complaint for the purpose of considering a recommendation that a hearing be held on an accepted complaint to determine whether the complaint is frivolous.

## **E. HEARINGS**

- 1. Preliminary Hearing.** If a complaint proceeds to a hearing, the Board may conduct a preliminary hearing to rule on any procedural request from a party, such as a motion to postpone.
- 2. Evidentiary Hearing.** If a complaint proceeds to a hearing, the Board may:
  - (a) Allow witnesses to attend and testify;
  - (b) Admit evidence; and
  - (c) Make determinations.
- 3. Scheduling or Calling a Hearing.** A hearing shall be scheduled by the City Secretary upon the filing of:
  - (a) A panel determination that a complaint is actionable; or

(b) An appeal challenging a panel's dismissal of a complaint as baseless.

The City Secretary shall send a written notification of a hearing to the complainant, the accused, and the City Attorney at least seven (7) calendar days before the date of the hearing.

**4. Purpose of Hearing.** The purpose of an evidentiary hearing shall be solely to determine whether:

(a) A violation of the Code of Ethics occurred and, if so, to assess the appropriate sanction;

(b) An accepted complaint was erroneously dismissed as baseless by a panel; and/or

(c) An accepted complaint is frivolous.

**5. Authority of Chairperson.** As presiding officer, the Chairperson will control meetings, including the flow of discussion. Only one person may speak at a time. The Chairperson will enforce these requirements by:

(a) Calling a person to order, advising them of the rules, and requesting compliance;

(b) Ending a person's opportunity to speak on an agenda item; and/or

(c) Ordering a person to leave a hearing and barring the person's presence during the remainder of the hearing.

The Chairperson may reasonably extend time limits provided under these Rules, either at their own discretion or by a simple majority vote of the Board members.

For purposes of these Rules, the term "Chairperson" shall include the Vice-Chairperson when the Chairperson is absent or has been recused. If both the Chairperson and Vice-Chairperson are absent or recusing themselves, the remaining Board members will select from among themselves a presiding officer for that particular hearing.

**6. Call to Order.** The Chairperson shall call the hearing to order, announce the time the hearing is called to order, and state whether a quorum of the board is present. The chair shall identify the complaint being considered by the board.

**7. Recusals.** At any point prior to the commencement of deliberations, members of the Board can recuse themselves. It is preferred that recusals be communicated to the Chairperson and the City Secretary's Office prior to a meeting so that the City Secretary's Office may request an alternate Board member to participate at the hearing. Grounds for recusal shall include prohibitions listed in the Code of Ethics, Section 1.15.009(a) (Conflicts of Interest), or any other ethical basis deemed compelling by the recusing member. Board members shall recuse themselves if the City Council member who nominated them is a party to a complaint pending before the Board member.



7. **Enter Appearance of the Parties.** The Chairperson shall call the parties to announce if they are present. If the complainant is not present, the Chairperson shall dismiss the complaint, close the hearing, and issue a letter of dismissal.
8. **Procedural Requests.** All procedural motions that the complainant or accused wishes the Board to consider at the evidentiary hearing must be filed with the City Secretary's Office at least four (4) calendar days before the date of the hearing. The Board shall determine whether to grant requests that had not been submitted in time for the preliminary hearing.

Within one (1) business day after receipt, the City Secretary's Office will promptly forward the procedural motions to the Board members, the City Attorney's office, and the opposing party.

In addition to other procedural matters, the Board may consider a request for a reset or continuance of a hearing. The Board may also, on its own motion, reset or continue a hearing. At the beginning of the hearing, the Board will consider and rule upon any such requests and any procedural motions.

9. **Evidence & Witnesses.** No later than by seven (7) calendar days prior to date of an evidentiary hearing, the Board shall in writing request the parties to submit to it the identities of the witnesses they intend to call at the hearing, briefly describing the matter each witness will be expected to testify about, and any sworn statements and documentary evidence they desire to be considered. The parties shall submit their aforementioned evidence to the City Secretary within the time specified in the notice (that being no less than four (4) calendar days prior to the date of the hearing). The City Secretary shall forward the evidence to the parties, Board members, and the City Attorney no less than three (3) calendar days prior to the hearing.
10. **Exhibits.** All exhibits submitted by the parties shall be numbered sequentially. The complainant's exhibits shall be pre-marked with the letter "C" followed by a dash, followed by a number; for example: "C-1". The accused's exhibits shall be pre-marked with the letter "A," followed by a dash, followed by a number, for example: "A-1".
13. **Decorum.** Speakers must confine their remarks to the subject under discussion. Personal attacks and remarks are prohibited.
14. **Sworn Testimony.** Each witness, before testifying at a hearing, shall be duly sworn by the Chairperson.
15. **Order of Presentations.** The complainant shall open the presentation of the evidence and argument. The accused may then elect to present evidence and argument in response to the evidence presented to support their defense, but will not be required to do so. The complainant shall be permitted to present rebuttal evidence on any defense raised in Respondent's case presentation. If the parties at the hearing include more than one accused, the Chairperson may determine the order of their presentations.

- 16. Opening Statements.** Before presenting any evidence, each party shall present their positions with an initial statement in a narrative form including a summary of documents and witness testimony to be presented. Initial statements shall not exceed three (3) minutes.
- 17. Presentation of Evidence.** The parties may offer such evidence as is relevant and material to the complaint or any defense. All exhibits submitted in advance of the hearing shall be admitted at the start of hearing except those that the Board finds, after objection by a party, to be inadmissible as hearsay or speculative. Parties are restricted to evidence submitted in the Board packet except if good cause is shown and granted by the majority of the Board members present.
- 18. Witness Testimony.** Parties may proffer testimony of their witnesses if the witness is present and available for further examination, if needed. Testimony of witnesses at hearing shall be in question and answer format. Opposing parties shall be permitted to cross-examine the witnesses. Members of the Board may question witnesses, subject to reasonable time limits imposed by the Chair. Questioning by the Board shall not count against a party's allotted time.
- 19. Representation.** The parties may be accompanied or represented by legal counsel or another representative. A party's representative may present evidence and conduct examination of witnesses. A party's representative may not testify on behalf of a party. If a party designates a representative to present evidence on the party's behalf, then only the representative may present evidence at the hearing. For example, a witness offered by a complainant may be questioned by the complainant or by the complainant's representative, but not both. Nothing herein relieves the complainant of the obligation to put forth evidence supporting the complaint, including testifying.
- 20. Time Limitations.** The parties shall each be permitted thirty (30) minutes to present all their witness testimony, cross-examine opposing witnesses, and present documentary evidence unless otherwise modified by the Board.
- 21. Closing Statements.** Each party shall be permitted five (5) minutes to make a closing statement summarizing what they believe the evidence at the evidentiary hearing proved, or failed to prove. The complainant shall proceed with a closing statement first, followed by the accused. Of the five (5) minutes allotted for closing, the complainant may reserve a portion of that time to provide a rebuttal.
- 22. Closing of Hearing.** Upon expiration of the timelines allotted and being satisfied that the record is complete, the Chairperson shall declare the hearing closed. If additional evidence is required, the Chairperson may seek to continue the hearing.
- 23. Executive Session.** The Board may convene in executive session (i.e., conduct a closed meeting) at any point during a meeting or hearing in accordance with the Texas Open Meetings Act, pursuant to Texas Government Code § 551.071 (Consultation with Attorney),

and/or § 551.074 (Personnel Matters). However, all final actions of the Board shall take place in open session.

- 24. Deliberations.** Upon the closing of a public hearing, the Board shall conduct deliberations. During deliberations, the Board may discuss the complaint, any evidence and testimony that was submitted, and the opinions of the Board members about the credibility of the information before the Board, and the applicability of the Code of Ethics. Deliberations may be in open or closed session, but all final actions of the Board shall take place in open session.
- 25. Reliability of Evidence.** The Board shall rely on evidence on which a reasonably prudent person commonly relies in the conduct of the person's affairs. The amount of weight given to any evidence or testimony shall solely be at the discretion of the Board.
- 26. Burden of Proof.** Because the burden of showing that a violation of the Code of Ethics occurred is placed on the complainant, it is the complainant that has the obligation to put forth evidence, including testimony, supporting the complaint. The complainant is required to testify at the hearing. A complainant's failure to testify at a hearing shall be grounds for dismissal of a complaint.
- 27. Determinations.** Upon conclusion of deliberations, the Chairperson shall call for a motion. All votes will be voice vote, with the option for any member to request a roll call vote at any time. The Board is obligated to render its decision (i.e., imposing or recommending a sanction) within ten (10) business days after the conclusion of a hearing at which the Board determined that a violation occurred.

A decision to impose a sanction shall be communicated by the Chairperson to the parties, the City Secretary, the City Attorney, and the City Council. A decision to recommend a sanction shall be communicated by the Chairperson to the parties, the City Secretary, and the person to whom the recommendation for sanction is made.

A dismissal of a complaint shall be communicated by the Chairperson to the parties and the City Secretary in a letter of dismissal that sets forth the reasons for the dismissal.

If at any point during any Board proceeding or hearing, the Board determines that the complaint was erroneously accepted because it was filed more than two (2) years after the date of the act or omission (unless tolled pursuant to the Code of Ethics), the Board shall dismiss the complaint and the Chairperson shall issue a letter of dismissal to the parties and the City Secretary.

Any decision shall state the Board's findings of fact and conclusions of law and shall be authored by the Chair with the assistance of the City Attorney or Special Counsel, as applicable.

- 28. Reconsideration.** Requests for reconsideration shall follow the procedure established in City of Bastrop Code of Ethics, Section 1.15.019.

**29. Alternate Members.** Alternate members of the Board 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 as a replacement for a regular member who is absent or abstaining.

Upon receipt of an agenda for meeting or hearing, each member of the Board shall immediately (within twenty-four (24) hours) inform the City Secretary if the member is planning to: (a) not attend; or (b) abstain from participation. The matter of determining which alternate shall be designated to attend a hearing shall be at the discretion of the Chairperson.

**30. Amendments.** The Board of Ethics may recommend to the City Council amendments to the City of Bastrop Code of Ethics or to these Rules Council by a simple majority vote.



# STAFF

# REPORT

---

**MEETING DATE:** December 8, 2020

**AGENDA ITEM:** 9A

**TITLE:**

Consider and adopt on first and final reading Ordinance No. 2020-29 as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regards to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety.

**STAFF REPRESENTATIVE:**

Paul A. Hofmann, City Manager

**BACKGROUND/HISTORY**

A declaration of local disaster and public health emergency includes the ability to take measures to reduce the possibility of exposure to disease, control the risk, prevent the spread of the disease, and promote the health and safety of individuals in the City of Bastrop; and

**POLICY EXPLANATION:**

On March 16, 2020 the City Council Confirmed a Declaration of Disaster due to the novel coronavirus (COVID-19). Within that declaration the mayor is granted the authority to take extraordinary measures to protect the health and safety of the citizens of Bastrop.

**FUNDING SOURCE:**

N/A

**RECOMMENDATION:**

Recommend adopting on first and final reading Ordinance No. 2020-29 as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regards to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety.

**ATTACHMENTS:**

- Ordinance No. 2020-29

## EMERGENCY ORDINANCE 2020-29

**AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CONFIRMING AND RATIFYING THE EMERGENCY ORDERS ISSUED BY THE MAYOR AS THE EMERGENCY MANAGEMENT DIRECTOR, AS DESCRIBED IN EXHIBIT A; PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, ENFORCEMENT, AND PENALTY; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.**

**WHEREAS**, the novel coronavirus (COVID-19) has been recognized globally as a contagious respiratory virus; and

**WHEREAS**, on March 13, 2020, Texas Governor Greg Abbott declared a State of Disaster for all counties in Texas, and the President of the United States of America declared a national emergency in relation to COVID-19; and

**WHEREAS**, on March 16, 2020, the Mayor issued a Declaration of Local Disaster to allow the City of Bastrop to take measures to reduce the possibility of exposure to COVID-19 and promote the health and safety of Bastrop residents; and

**WHEREAS**, Section 418.108 of the Texas Government Code provides that a declaration of local disaster activates the City's Emergency Management Plan; and

**WHEREAS**, in furtherance of the declaration of local disaster, the Mayor issued certain orders pursuant to Chapter 418 of the Texas Government Code; and

**WHEREAS**, Section 3.15(b) of the Bastrop City Charter allows the City Council to adopt an emergency ordinance relating to the immediate preservation of the public peace, health or safety, and such emergency ordinances shall take effect immediately upon adoption and execution without a second consideration; and

**WHEREAS**, Section 54.001 of the Texas Local Government Code generally provides the maximum penalties for violations of municipal ordinances, rules, or police regulations; and

**WHEREAS**, Section 418.173 of the Texas Government Code provides that a local emergency management plan may provide that failure to comply with the plan or with a rule, order, or ordinance adopted under the plan is an offense punishable by a fine not to exceed \$1,000 or confinement in jail for a term not to exceed 180 days; and

**WHEREAS**, the City Council of the City of Bastrop, Texas, finds it reasonable and necessary for the protection of the health and safety of the residents of the City of Bastrop to confirm and ratify the orders issued by the Mayor pursuant to Chapter 418 of the Texas Government Code, as described in **Exhibit A**; and



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

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

**SECTION 2. CONFIRMATION & RATIFICATION:** The City Council of the City of Bastrop, Texas, in accordance with the authority vested in the governing body of the City of Bastrop, Texas, by Section 418.108 of the Texas Government Code, hereby confirms and ratifies the emergency orders issued by the Mayor in furtherance of the declaration of local disaster, as described in **Exhibit A**.

**SECTION 3. PUBLIC NOTICE:** The City Secretary is hereby directed to give prompt and general publicity to this Emergency Ordinance.

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

**SECTION 5. SEVERABILITY:** If any provision of this Emergency 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 Emergency 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 Emergency Ordinance as may be required by governing law. Any person violating any provision of this Emergency Ordinance violates Section 1.08.011 of the Bastrop City Code. In accordance with Section 418.173 of the Texas Government Code, a violation is a misdemeanor punishable by a fine not to exceed \$1,000 or confinement in jail for a term not to exceed 180 days. 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:** In accordance with Section 3.15(b) of the Bastrop City Charter, this Emergency Ordinance shall be *effective immediately* upon passage.

**SECTION 8. OPEN 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, ACKNOWLEDGED & APPROVED** on the First & Final Reading on this, the 8<sup>th</sup> day of December 2020.

**APPROVED:**

---

Connie B. Schroeder, Mayor

**ATTEST:**

---

Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

---

Alan Bojorquez, City Attorney

## Exhibit A



# STAFF REPORT

---

**MEETING DATE:** December 8, 2020

**AGENDA ITEM:** 9B

**TITLE:**

Consider action to approve Resolution No. R-2020-118 of the City Council of the City of Bastrop, Texas for a Speed Hump Policy, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**STAFF REPRESENTATIVE:**

Curtis Hancock, Director of Public Works

**BACKGROUND/HISTORY:**

At the October 27, 2020 Council meeting we did a workshop for discussion for the City of Bastrop Speed Hump Policy. On first Council meeting December 8<sup>th</sup> we are bringing it back to Council for approval.

**POLICY EXPLANATION:**

N/A

**FUNDING SOURCE:**

N/A

**RECOMMENDATION:**

Consider action to approve Resolution No. R-2020-118 of the City Council of the City of Bastrop, Texas for a Speed Hump Policy, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**ATTACHMENTS:**

- Speed Hump Policy
- Speed Hump PowerPoint Presentation
- Request for Speed Hump Investigation
- Speed Hump Petition Form

**RESOLUTION NO. R-2020-118**

**A RESOLUTION NO. R-2020-118 OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS FOR A SPEED HUMP POLICY AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has the steadfastness to ensure the quality of our City streets and the safety of our citizens; and

**WHEREAS**, at the October 27, 2020 City Council Meeting, the Director of Public Works presented a proposed City of Bastrop Speed Hump Policy for review and policy direction by the City Council; and

**WHEREAS**, such Policy allows the citizens of the City of Bastrop to have a procedure for requesting the installation of speed humps thus increasing the feeling of safety among our citizens while ensuring the process maintains the quality of our City streets.

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

**Section 1:** The City Council hereby approved the City of Bastrop Speed Hump Policy, which is attached as Exhibit A, and requests that it be adopted in full.

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

**Section 3:** This Resolution shall take effect immediately upon its passage, and it is duly resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 8<sup>th</sup> day of December, 2020.

**APPROVED:**

---

Connie B. Schroeder, Mayor

**ATTEST:**

---

Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

---

Alan Bojorquez, City Attorney



# City of Bastrop

## Speed Hump Policy

# Purpose

- To establish policy and procedure for citizen's requesting a speed hump in their neighborhood and/or street.

# Step One: Request

- A request for a speed hump investigation may be made by a City of Bastrop resident or group of resident who reside along the street block(s) where the speed hump is being requested to installed.

# Step Two: Eligibility

Public Works Director or designee will review all request to determine if the street block section meets the following eligibility criteria.

- Street must be classified as a “residential” street.
- Residential street may not exceed 36’ in width

## Step Two: Eligibility

- The posted speed limit may not exceed 30 mph.
- Street block section may not be in a school zone.
- Street may not have more than one lane in each direction.

# Step Three: Investigative Process

- If the request meets the eligibility requirements, the City will conduct a speed study.
- The City engineer will review and evaluate the Speed Study to determine the following:
  - a) Percentage of vehicles traveling at a speed of 35 mph or greater;



# Step Three: Investigative Process

- b) Percentage of vehicles traveling at a speed of 34 mph or less;
- c) How many speed humps are needed;
- d) Placement and location of speed humps;
- e) Proper signage;
- f) Cost to install Speed hump(s) and signage.

# Step Three: Investigative Process

- If the Study determines at least 85% of vehicles are traveling at a speed of 35 mph or greater, the City will install speed humps at no cost to the Requester(s). If the Speed Study determines that *less than* 85% of vehicles are traveling at a speed of 35 mph (34 mph or under), the Requester(s) will be required to pay the full cost of installing the speed hump(s).

# Step Three: Investigative Process

- A copy of the Speed Study results and cost of installation will be given to the Requester.
- If the Requester would like to proceed, they will need to complete the Petition Process and submit it to the City for consideration.

# Step Four: Petition Process

- A petition is required in order to determine support for the installation of a speed hump. The designated contact will be responsible for circulating the petition and gathering signatures of street block property owners in support of the speed hump. Approval will not be granted for installations that do not have the support of at least two-thirds of the property owners along the eligible street block section.

# Step Five: Funding

- Once the Investigative Study and Petition Process has been completed and the City has determined that there are speeds in excess of 35 mph which impacts the safety of residents and other vehicles, the City will pay to install the Speed Hump(s).

# Step Five: Funding

- If the Investigative Study determines that there are speeds within the study area are 34 mph and below, but the street block is still eligible for a speed hump(s), the requester will be responsible for paying the full cost for each speed hump and sign to be installed. Payment will need to be remitted to the City of Bastrop prior to installation.

# Step Six: Location

City staff ***will not*** approve installation of a speed hump in the following locations:

- In front of driveways.
- At an intersection.
- Within 200 feet of a stop sign.



# Terms

Once a speed hump has been installed, it must remain in place for a minimum of two (2) years and will only be considered for removal with a petition containing signatures of at least two-thirds of the property owners along the eligible street section in support of the removal.



City of Bastrop

# SPEED HUMPS POLICY

**Purpose:** To establish policy and procedure for citizen's requesting a speed hump in their neighborhood and/or street.

**Effective Date:** [INSERT DATE]

**Forms Submittal Required for Consideration of a Speed Hump:** (1) Completed Request for a Speed Hump Investigation form; (2) Petition with signatures from at least two-thirds of the property owners along the eligible street block section.

**Procedures:** A request for a speed hump begins by completing a "Request for a Speed Hump Investigation" form. This form is available by calling or visiting the City of Bastrop Planning Department.

## **Step One: Request**

A request for a speed hump investigation may be made by a City of Bastrop resident or group of residents who reside along the street block section(s) where the speed hump is being requested to be installed. A Neighborhood Association may also make a request; however, only a designated contact will receive all correspondence from the City regarding the request. The designated contact will also be responsible for petition signatures. (Request Form Attached.)

## **Step Two: Eligibility**

Public Works Director or designee will review all requests to determine if the street block section meets the following eligibility criteria.

- Street must be classified as a "residential" street.
- Residential street may not exceed 36 feet in width.
- The posted speed limit of the residential street may not exceed 30 mph.
- Street block section may not be in a school zone.
- Street may not have more than one lane in each direction.

## **Step Three: Investigative Process**

- If the request meets the eligibility requirements as noted in Step Two above, the City will conduct a Speed Study.

- The City Engineer will review and evaluate the Speed Study in order to determine the following:
  - a) Percentage of vehicles traveling at a speed of 35 mph or greater;
  - b) Percentage of vehicles traveling at a speed of 34 mph or less;
  - c) How many speed humps are needed;
  - d) Placement and location of speed humps;
  - e) Proper signage;
  - f) Cost to install Speed hump(s) and signage.
- If the Study determines at least 85% of vehicles are traveling at a speed of 35 mph or greater, the City will install speed humps at no cost to the Requester(s). If the Speed Study determines that *less than* 85% of vehicles are traveling at a speed of 35 mph (34 mph or under), the Requester(s) will be required to pay the full cost of installing the speed hump(s).
- A copy of the Speed Study results and cost of installation will be given to the Requester.
- If the Requester would like to proceed, they will need to complete the Petition Process and submit it to the City for consideration.

#### **Step Four: Petition Process**

A petition is required in order to determine support for the installation of a speed hump. The designated contact will be responsible for circulating the petition and gathering signatures of street block property owners in support of the speed hump. Approval will not be granted for installations that do not have the support of at least two-thirds of the property owners along the eligible street block section. (Petition Form Attached.)

#### **Step Five: Funding**

- Once the Investigative Study and Petition Process has been completed and the City has determined that there are speeds in excess of 35 mph which impacts the safety of residents and other motor vehicles, the City will pay to install the Speed Hump(s).
- If the Investigative Study determines that there are speeds within the study area are 34 mph and below, but the street block is still eligible for a speed hump(s), the requester (ie: resident, group of residents, Neighborhood Association, etc.) will be responsible for paying the full cost for each speed hump and sign to be installed. Payment will need to be remitted to the City of Bastrop prior to installation.

#### **Step Six: Location**

City staff **will not** approve installation of a speed hump in the following locations:

- In front of driveways.
- At an intersection.
- Within 200 feet of a stop sign.

#### **Terms:**

Once a speed hump has been installed, it must remain in place for a minimum of two (2) years and will only be considered for removal with a petition containing signatures of at least two-thirds of the property owners along the eligible street section in support of the removal.



# REQUEST FOR SPEED HUMP INVESTIGATION

## Request for Speed Hump Investigation

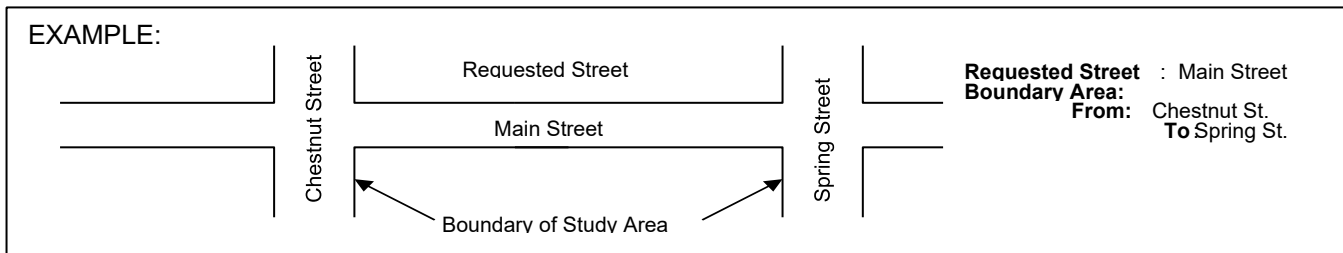
The following is a request form for speed humps (please feel free to submit this form as a formal request. Each request must contain the completed information as indicated in section A and B. The request will be processed in accordance with the provisions of the Speed Hump Policy, which can be found by calling or visiting the Planning Department or online at [www.cityofbastrop.org/page/plan.home](http://www.cityofbastrop.org/page/plan.home)

## A. Street Study Information

Each request must provide the name of the street on which a study is requested, and the boundaries of the street segment. Traffic studies will be conducted only within the boundaries indicated. Please use street names for boundaries, not block ranges. **ONLY ONE STREET PER APPLICATION.**

**Requested Street:** \_\_\_\_\_

**Boundary Area:** From: \_\_\_\_\_ To: \_\_\_\_\_



## B. Contact Person Information

Each request must provide a contact person who lives on the requested street within the study area boundary. If the request is being submitted from a neighborhood association, please provide the name, address, and telephone number of the duly authorized representative of the neighborhood association. The contact person will receive all correspondence and will be responsible for gathering evidence of support when requested.

**Printed Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Bastrop, TX**    **Zip Code:** \_\_\_\_\_    **Phone #:** \_\_\_\_\_

**Email:** \_\_\_\_\_

I agree to be the contact person for the above request, and I understand that a request does not guarantee installation of speed humps and that a request may not automatically be withdrawn from consideration once a study determines the street to be eligible for speed humps.

**Signature:** \_\_\_\_\_

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

**Please Return Request to: City of Bastrop Planning Dept  
PO Box 427 Bastrop, Texas 78602 | 512-332-8840**



## CITY OF BASTROP SPEED HUMP PETITION

### A. CITY OF BASTROP USE ONLY:

Requested street: \_\_\_\_\_

Boundary Area from: \_\_\_\_\_ to: \_\_\_\_\_

Number of houses in neighborhood/street block: \_\_\_\_\_

Number of signatures required to meet two-thirds criteria: \_\_\_\_\_

Recommended: \_\_\_\_\_

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

### B. Evidence of Neighborhood Support

Please provide evidence of neighborhood support for participation in the program by completing the attached Speed Hump Petition. Evidence of support must be within the study area as identified in Section A of the Request for Speed Hump Investigation, if you would like to proceed after reviewing the Speed Study.

Please secure signatures from at least two thirds of the owners/residents representing **properties that abuts the street segment** in question.

#### Contact Person Information:

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

Address: \_\_\_\_\_

Bastrop, TX Zip Code: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

I agree to be the contact person for the attached Speed Hump Petition. I understand that a petition does not guarantee installation of speed humps and that a petition may not automatically be withdrawn from consideration once a study determines the street to be eligible for speed humps.

Signature: \_\_\_\_\_

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

Please Return Petition to: City of Bastrop Planning Dept  
PO Box 427 Bastrop, Texas 78602 | 512-332-8840



## CITY OF BASTROP SPEED HUMP PETITION

We the below-signed owners and residents of \_\_\_\_\_ hereby offer our support for our neighborhood's participation in the Speed Hump Program.

Printed Name	Address	Signature	Phone Number
Printed Name	Address	Signature	Phone Number
Printed Name	Address	Signature	Phone Number
Printed Name	Address	Signature	Phone Number
Printed Name	Address	Signature	Phone Number
Printed Name	Address	Signature	Phone Number
Printed Name	Address	Signature	Phone Number
Printed Name	Address	Signature	Phone Number
Printed Name	Address	Signature	Phone Number
Printed Name	Address	Signature	Phone Number
Printed Name	Address	Signature	Phone Number
Printed Name	Address	Signature	Phone Number
Printed Name	Address	Signature	Phone Number
Printed Name	Address	Signature	Phone Number
Printed Name	Address	Signature	Phone Number
Printed Name	Address	Signature	Phone Number

(Use additional sheets as necessary)



# STAFF REPORT

---

**MEETING DATE:** December 8, 2020

**AGENDA ITEM:** 9C

**TITLE:**

Consider action to approve Resolution No. R-2020-125 of the City Council of the City of Bastrop, Texas, authorizing the City Manager to take certain actions regarding fitness and recreational facilities and programs as related to the Bastrop Young Men's Christian Association (Bastrop YMCA). (Submitted by: Paul A. Hofmann, City Manager)

**STAFF REPRESENTATIVE:**

Paul A. Hofmann, City Manager

**BACKGROUND/HISTORY:**

The City Manager is requesting Council authorization to enter into certain agreements to maintain recreation programming activities in Bastrop, due to the YMCA of Austin's recent decision to pull out of Bastrop effective December 18, 2020.

**POLICY EXPLANATION:**

For ten years the City of Bastrop has supported recreation programming in Bastrop through annual agreements with the YMCA. The intent of the proposed resolution is to maintain those services to the extent possible.

**FUNDING SOURCE:**

The City's remaining budget for the YMCA contract would be utilized to maintain programming services.

**RECOMMENDATION:**

The City Manager recommends Council approve the proposed resolution.

**ATTACHMENTS:**

Memorandum from City Manager  
Proposed Resolution



**RESOLUTION NO. R-2020-125****FITNESS & RECREATION****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS REGARDING FITNESS AND RECREATIONAL FACILITIES AND PROGRAMS AS RELATED TO THE BASTROP YOUNG MEN'S CHRISTIAN ASSOCIATION (BASTROP YMCA)**

**WHEREAS**, the City of Bastrop ("City") and the Bastrop YMCA have enjoyed a cooperative relationship for many years through which both entities, jointly and individually, strove to promote the community's health and fitness; and

**WHEREAS**, the Bastrop YMCA has provided vital fitness and recreational programs and facilities to the Bastrop community for many years; and

**WHEREAS**, the Bastrop YMCA has publicly announced that it will close its facilities and discontinue the provision of services on or about December 18, 2020; and

**WHEREAS**, the City Council of the City of Bastrop ("City Council") finds it to be a public priority to offset the loss of these fitness and recreational facilities and programs; and

**WHEREAS**, the City Manager has identified short-term and long-term opportunities that provide a public benefit and are in the public interest; and

**WHEREAS**, the City is statutorily authorized to establish, acquire, lease, equip, repair, operate, or maintain recreational facilities pursuant to Texas Local Government Code Chapter 331 and Texas Government Code Chapter 1504; and

**WHEREAS**, the City Council of the City of Bastrop ("City Council") finds passage of this Resolution to be in the public interest, and necessary for the public health, safety and welfare.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Bastrop:

**Section 1: General.** The City Council hereby generally authorizes the City Manager to make certain expenditures reasonably related to those actions outlined below, in accordance with the City's budget in furtherance of fitness and recreational activities substantially compatible with those currently provided by the Bastrop YMCA.

**Section 2: Lease.** The City Council hereby authorizes the City Manager to execute a lease agreement with the owner of 1112 Main Street and 1109 Main Street, Bastrop, TX.

**Section 3: Instructors.** The City Council hereby authorizes the City Manager to enter into professional services agreements with fitness instructors who will conduct exercise classes and related programs.

**Section 4: Administration.** The City Council hereby authorizes the City Manager to recruit and hire additional staff to assist with the management of the fitness and recreational facilities and programs.

**Section 5: Equipment.** The City Council hereby authorizes the City Manager to accept on behalf of the City donations of equipment and supplies from Bastrop YMCA that the City Manager deems of value and worthwhile in the pursuit of the City's health and fitness goals for the community.

**Section 6: Report.** The City Council directs the City Manager to provide a written report and public briefing to the City Council on or before April 13, 2021, regarding the actions taken in accordance with the authority granted by this Resolution, including but not limited to the budget implications.

**Section 7: Open Meeting.** The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Texas Open Meetings Act.

**DULY RESOLVED & ADOPTED** by the City Council of the City of Bastrop, TX, on this, the 8<sup>th</sup> day of December, 2020.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

TO: Honorable Mayor and Members of the City Council  
FROM: Paul A. Hofmann  
DATE: December 3, 2020  
SUBJECT: YMCA



=====

The Bastrop YMCA has provided important health, wellness, recreation, and enrichment programming to Bastrop County residents since 2011. According to YMCA Austin, the YMCA has invested over \$1 million into our community, with an average subsidy of more than \$150,000 per year coming from Austin to Bastrop in order to maintain Bastrop operations.

On November 18, YMCA Austin informed the City of Bastrop they will be closing the Bastrop YMCA and will discontinue all programming effective December 18, 2020.

Bastrop members of the Y will be able to transfer their membership to the East Austin branch. However, after December 18, the YMCA will no longer be providing the open gym, group exercise classes, and youth programming services they currently offer. As you know, we've been developing a plan for how the City of Bastrop might fill in the recreation programming gap caused by the YMCA's departure.

Our planning efforts have been driven by the following objectives:

- Stay within current budgeted resources. Existing resources includes the \$80,000 budget for YMCA services, which includes \$30,000 for the operation of the pool at the State Park. At this time, the YMCA plans to continue to operate the pool.
- Be sensitive to the service needs of current YMCA members, especially during a transition period.
- Provide ample time for a good needs assessment and proper evaluation of the City's potential long term role in recreation programming.

The plan as currently envisioned has three phases.

- Phase 1 (January 1, 2021 - April 1, 2021)- transition period
- Phase 2 (April 1, 2021 - end Fiscal Year 2021)- additional needs assessment and planning
- Phase 3 (begins October 1, 2021) the result of future planning and decisions as documented in the approval of the FY 2022 budget

### **Phase 1 – January thru March 2021**

Services offered during Phase 1 would attempt to resemble the service delivery model currently deployed by the YMCA.

The YMCA has offered to donate the fitness equipment they currently own to the City. Phase 1 would include an "open gym" component where the fitness equipment is available at no cost to users.

Conversations are being held with current YMCA instructors to assess their interest in continuing to offer their classes through the end of next March. At the time of this writing, several instructors have indicated their willingness to contract with the City to provide these services. Classes offered would include strength and conditioning, yoga, Pilates, Tai Chi, etc. Youth-oriented classes (dance, cross-country) could also be provided. According to this plan, the instructors would contract with the City at the same rate they previously contracted with the YMCA. Priority would be given to current YMCA members to fill the classes. After sufficient time is given to allow opportunity for current members to sign up, and if class space still exists (class size maximum would likely be 20), then the balance of the class could be filled with Bastrop residents.

Costs to the City would include:

- Leasing of space and custodial services
- Contracts with instructors
- Part-time and temporary staff to manage the open gym

Assuming the City continues to pay the YMCA \$30,000 this fiscal year for the operation of the pool, and assuming the City's contribution for other recreation programming is limited to the first quarter of this fiscal year, then \$37,500 remains in the budget to cover recreation programming. We're still working out details, but the remaining budget is sufficient to cover leases, contracts with instructors, and part-time/temporary staff.

Another cost to the City is the management of these contracts and programming activities. This workload is not easily absorbed by the City. The City should contract with or hire an administrator to run these programs. I'm still working through the details of what this would require, but these costs are easily absorbed with vacancy savings in the current budget.

### **Phase 2 – April thru September 2021**

Phase 1 provides time to develop Phase 2. Phase 2 should lay the foundation for a more permanent and sustainable long-term plan.

Starting in April, we would have in place new instructor agreements, a new fee schedule and new registration process. We plan to introduce a new approach to providing instructors to the mix. Under that new model, some instructors would not be paid by the City but would instead pay to use space made available by the City. Those instructors would directly charge their customers for the instruction.

Depending on the state of COVID restrictions next Spring, we could be in a position of offering youth and adult sports activities at City of Bastrop parks and facilities.

The plan would be that Phase 2 costs would be covered by participant and instructor fees.

### **Phase 3 – Beginning October 2021**

The Phase 1 and Phase 2 experience will allow us to plan and budget for FY 2022. We'll solicit Council feedback on the extent to which we may be interested in subsidizing certain programs so as to reduce costs to the participants.

The City's Parks and Recreation Master Plan was approved in 2015. A FY 2022 budget enhancement we are likely to recommend is the updating of that Master Plan document, which would include a survey of our citizens' recreation programming interests.

### **December 8, 2020 Decision Making**

We have prepared a resolution for Council's consideration on December 8 that would authorize the City Manager to negotiate and execute agreements, and to operate within the current budget, to:

- Lease gym and exercise space
- Enter into short term contracts with instructors
- Accept the donation of fitness equipment

Terry Moore of the YMCA has been very generous with her time and knowledge these past few days. We greatly appreciate her partnership.

Please let me know of any questions.



# STAFF REPORT

**MEETING DATE:** December 8, 2020

**AGENDA ITEM:** 9D

**TITLE:**

Consider action to approve the Ordinance No. 2020-32 of the City Council of the City of Bastrop, Texas authorizing the issuance of City of Bastrop, Texas Limited Tax Note, Series 2020; prescribing the form of the note; levying an ad valorem tax to pay the note; awarding the sales thereof; and enacting other provisions relating thereto.

**STAFF REPRESENTATIVE:**

Tracy Waldron, Chief Financial Officer

**BACKGROUND/HISTORY:**

The debt service 5-year forecast showed available capacity for bonding in 2020 without raising the debt service tax rate. This bond issuance was part of the FY2021 budget discussions and will fund needed building maintenance and equipment replacement (budget pages 129-130; 142).

This tax note is only a short-term note paid in 5 years.

**POLICY EXPLANATION:**

City Charter Sec. 7.01 – Powers to Issue

In keeping with state law, the City shall have the power to borrow money on the credit of the City for any public purpose not now or hereafter prohibited by state law.

Bond Council has advised that state law supersedes the City Charter in only requiring one reading for a Bond Ordinance.

**FUNDING SOURCE:**

Bond funds

**RECOMMENDATION:**

Tracy Waldron, CFO recommends approval of the Ordinance No. 2020-32 of the City Council of the City of Bastrop, Texas authorizing the issuance of City of Bastrop, Texas Limited Tax Note, Series 2020; prescribing the form of the note; levying an ad valorem tax to pay the note; awarding the sales thereof; and enacting other provisions relating thereto.

**ATTACHMENTS:**

- Ordinance No. 2020-32

**ORDINANCE NO. 2020-32**

**ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF BASTROP, TEXAS LIMITED TAX NOTE, SERIES 2020; PRESCRIBING THE FORM OF THE NOTE; LEVYING AN AD VALOREM TAX TO PAY THE NOTE; AWARDING THE SALE THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO.**

**Adopted December 8, 2020**



## Table of Contents

	<u>Page</u>
Recitals.....	1
Section 1. RECITALS, AMOUNT, PURPOSE OF THE NOTE AND DEFINITIONS .....	1
(a) <u>Recitals and Purpose</u> .....	1
(b) <u>Definitions</u> .....	2
Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES OF NOTE.....	2
Section 3. INTEREST.....	2
Section 4. CHARACTERISTICS OF THE NOTE .....	2
(a) <u>Registration, Transfer, Conversion and Exchange; Authentication</u> .....	2
(b) <u>Payment of the Note and Interest</u> .....	3
(c) <u>In General</u> .....	3
(d) <u>Substitute Paying Agent/Registrar</u> .....	4
Section 5. FORM OF NOTE .....	4
Section 6. INTEREST AND SINKING FUND.....	9
Section 7. ESTABLISHMENT OF PROJECT FUND.....	10
(a) <u>Project Fund</u> .....	10
(b) <u>Investment of Funds</u> .....	10
(c) <u>Security for Funds</u> .....	10
(d) <u>Maintenance of Funds</u> .....	10
(e) <u>Interest Earnings</u> .....	10
(f) <u>Perfection</u> .....	10
Section 8. DEFEASANCE OF NOTE.....	10
Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED NOTE .....	12
(a) <u>Replacement Note</u> .....	12
(b) <u>Application for Replacement Note</u> .....	12
(c) <u>No Default Occurred</u> .....	12
(d) <u>Charge for Issuing Replacement Note</u> .....	12
(e) <u>Authority for Issuing Replacement Note</u> .....	12
Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF NOTE; BOND COUNSEL'S OPINION; AND CONTINGENT INSURANCE PROVISION, IF OBTAINED .....	13
Section 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE NOTE .....	13
(a) <u>Covenants</u> .....	13
(b) <u>Rebate Fund</u> .....	14
(c) <u>Proceeds</u> .....	15
(d) <u>Allocation Of, and Limitation On, Expenditures for the Project</u> .....	15
(e) <u>Disposition of Project</u> .....	15
(f) <u>Reimbursement</u> .....	16
Section 12. SALE OF NOTE.....	16

Section 13. NO CONTINUING DISCLOSURE UNDERTAKING.....	16
Section 14. AMENDMENT OF ORDINANCE.....	16
Section 15. DEFAULT AND REMEDIES.....	18
(a) <u>Events of Default</u> .....	18
(b) <u>Remedies for Default</u> .....	18
(c) <u>Remedies Not Exclusive</u> .....	18
Section 16. APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT.....	19
Section 17. NO PERSONAL LIABILITY.....	19
Section 18. FURTHER ACTIONS.....	19
Section 19. INTERPRETATIONS.....	19
Section 20. INCONSISTENT PROVISIONS.....	20
Section 21. INTERESTED PARTIES.....	20
Section 22. INCORPORATION OF RECITALS.....	20
Section 23. SEVERABILITY.....	20
Section 24. REPEALER.....	20
Section 25. EFFECTIVE DATE.....	20
Section 26. PERFECTION.....	20
Section 27. REIMBURSEMENT.....	21
Section 28. PAYMENT OF ATTORNEY GENERAL FEE.....	21

Exhibit A – Definitions

Exhibit B – Form of Letter of Investment

Exhibit C – Paying Agent/Registrar Agreement

**Ordinance No. 2020-32**

**ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF BASTROP, TEXAS LIMITED TAX NOTE, SERIES 2020; PRESCRIBING THE FORM OF THE NOTE; LEVYING AN AD VALOREM TAX TO PAY THE NOTE; AWARDING THE SALE THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO**

---

**THE STATE OF TEXAS           §**  
**COUNTY OF BASTROP         §**  
**CITY OF BASTROP           §**

**WHEREAS**, the City Council of the City of Bastrop, Texas (the "City") deems it advisable to issue tax notes (the "Note") for the purpose of: (i) construction, improvement and renovation of the City's Public Works building, acquisition of equipment and vehicles, and capital maintenance on City buildings, and (ii) paying the professional services including fiscal, engineering, architectural and legal fees including the costs associated with the issuance of the Note; and

**WHEREAS**, the Note is hereinafter authorized and designated are to be issued and delivered pursuant Chapter 1431, Texas Government Code, as amended; and

**WHEREAS**, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code; and

**WHEREAS**, it is considered to be in the best interest of the City that the interest bearing Note be issued.

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

**Section 1. RECITALS, AMOUNT, PURPOSE OF THE NOTE AND DEFINITIONS.**

(a) Recitals and Purpose. The recitals set forth in the preamble hereof are incorporated by reference herein and shall have the same force and effect as if set forth in this Section. The Note of the City of Bastrop, Texas (the "City") are hereby authorized to be issued and delivered in the aggregate principal amount not to exceed \$\_\_\_\_,000 (the "Note") for the purpose of (i) construction, improvement and renovation of the City's Public Works building, acquisition of equipment and vehicles, and capital maintenance on City buildings, and (ii) paying the professional services including fiscal, engineering, architectural and legal fees including the costs associated with the issuance of the Note.

(b) Definitions. For all purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in Exhibit A to this Ordinance have the meanings assigned to them in Exhibit A.

**Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITY OF NOTE.** The Note shall have the Dated Date of December 23, 2020, shall be in fully registered form, without coupons, and initially there shall be issued, sold, and delivered hereunder one fully registered Note, in the denomination of \$ \_\_\_\_\_,000, numbered R-1 with notes issued in replacement thereof being in a like denomination and numbered consecutively from R-2 upward, payable to the registered owner thereof, or to the registered assignee or assignees of the Note or any portion or portions thereof (in each case, the "Registered Owner"), and the Note shall mature and be payable in annual installments as set forth in the FORM OF NOTE set forth in this Ordinance. The term "Note" as used in this Ordinance shall mean and include collectively the note initially issued and delivered pursuant to this Ordinance and all substitute notes exchanged therefor, as well as all other substitute notes and replacement notes issued pursuant hereto.

**Section 3. INTEREST.** The Note shall bear interest on the unpaid balance of the principal amount thereof from the Dated Date to the date of maturity or redemption prior to maturity at the respective rates for each outstanding principal installment as set forth in the FORM OF NOTE contained in this Ordinance. Said interest shall be payable in the manner provided and on the dates stated in the FORM OF NOTE set forth in this Ordinance.

**Section 4. CHARACTERISTICS OF THE NOTE.** (a) Registration, Transfer, Conversion and Exchange; Authentication. The City shall keep or cause to be kept at \_\_\_\_\_, (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Note (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Note to which payments with respect to the Note shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar shall make the Registration Books available within the State of Texas. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Note or Notes. Registration of assignments, transfers, conversions and exchanges of Notes shall be made in the manner provided and with the effect stated in the FORM OF NOTE set forth in this Ordinance. Each substitute Note shall bear a letter and/or number to distinguish it from each other Note.

Except as provided in Section 4(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Note, date and manually sign said Note, and no such Note shall be deemed to be issued or outstanding unless such Note is so executed. The Paying Agent/Registrar promptly shall cancel all paid Note and Note surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or

adopted by the governing body of the City or any other body or person so as to accomplish the foregoing conversion and exchange of any Note or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Note in the manner prescribed herein, and said Note shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of conversion and exchange of Note as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Note, the converted and exchanged Note shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Note which initially was issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(b) Payment of Note and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Note, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Note, and of all conversions and exchanges of the Note, and all replacements of the Note, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Note (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Note to be payable only to the Registered Owners thereof, (ii) may be converted and exchanged for other Note, (iii) may be transferred and assigned, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Note shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Note, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF NOTE set forth in this Ordinance. The Note initially issued and delivered pursuant to this Ordinance are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Note issued in conversion of and exchange for any Note issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF NOTE.

(d) Substitute Paying Agent/Registrar. The City covenants with the Registered Owner of the Note that at all times while the Note is outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Note under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise

cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Note, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Note, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

**Section 5. FORM OF NOTE.** The form of the Note, including the form of Paying Agent/Registrar's Authentication Note, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Note issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

**FORM OF NOTE**

<b>NO. R-</b>	<b>UNITED STATES OF AMERICA</b> <b>STATE OF TEXAS</b>  <b>CITY OF BASTROP, TEXAS</b> <b>LIMITED TAX NOTE</b> <b>SERIES 2020</b>	<b>PRINCIPAL</b> <b>AMOUNT</b> <b>\$ _____,000</b>
---------------	--	--

**DATED DATE:**                    **DECEMBER 23, 2020**

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**        \_\_\_\_\_ **THOUSAND DOLLARS**

**INTEREST RATE:**            \_\_\_\_\_ **%**

**MATURITY DATE:**            \_\_\_\_\_, **20**\_\_\_\_\_

**BASRTOP, TEXAS** (the "City"), being a political subdivision of the State of Texas, for value received, promises to pay, from the sources described herein, to the registered owner specified above, or registered assigns, the principal amount specified above, and to pay interest thereon, from the Dated Date set forth above (calculated on the basis of a 360-day year of twelve 30-day months), on the balance of said principal amount from time to time remaining unpaid, at the applicable rates per annum for each outstanding principal installment as set forth below on each February 1 and August 1 of each year commencing February 1, 2021. The principal of this Note shall be paid in installments on each August 1 in the years and in the amounts and bearing interest at the respective per annum rates, all as set forth in the table below:

<u>Year</u>	<u>Principal Installment</u>
2022	
2023	
2024	
2025	
2026	
2027	

**THE PRINCIPAL OF AND INTEREST ON** the Note is payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Note shall be paid to the Registered Owner hereof upon presentation and surrender of this Note at maturity, at \_\_\_\_\_, which is the "Paying Agent/Registrar" for this Note at its designated office in Killeen, Texas (the "Designated Payment/Transfer Office). The payment of interest on this Note shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the Ordinance authorizing the issuance of this Note (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared at the close of business on the fifteenth day of the preceding month each such date (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Note appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice. Notwithstanding the foregoing, during any period in which ownership of the Note is determined only by a book entry at a securities depository for the Note, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

**ANY ACCRUED INTEREST** due at maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Note for redemption and payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Note that on or before each principal payment date, interest payment date, and accrued interest payment date for this Note it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Note, when due.



**IF THE DATE** for the payment of the principal of or interest on this Note shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the City where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

**THIS NOTE** is dated December 23, 2020, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$\_\_\_\_\_,000, for the purpose of (i) construction, improvement and renovation of the City's Public Works building, acquisition of equipment and vehicles, and capital maintenance on City buildings, and (ii) paying the professional services including fiscal, engineering, architectural and legal fees including the costs associated with the issuance of the Note.

**THE NOTE** is not subject to redemption prior to stated maturity.

**WHENEVER** the beneficial ownership of this Note is determined by a book entry at a securities depository for the Note, the foregoing requirements of holding, delivering or transferring this Note shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

**IN THE EVENT** any Paying Agent/Registrar for the Note is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Note.

**IT IS HEREBY** certified, recited and covenanted that this Note has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Note have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Note, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said City, and have been pledged for such payment, within the limit prescribed by law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Note, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said City, and have been pledged for such payment, within the limit prescribed by law.

**BY BECOMING** the Registered Owner of this Note, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Note and the Ordinance constitute a contract between each Registered Owner hereof and the City.

**IN WITNESS WHEREOF**, the City has caused this Note to be signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Secretary of said City, and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Note.

\_\_\_\_\_  
 City Secretary, City of Bastrop, Texas

\_\_\_\_\_  
 Mayor, City of Bastrop, Texas

(CITY SEAL)

**FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE**

**PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE**

(To be executed if this Note is not accompanied by  
 an executed Registration Certificate of the Comptroller  
 of Public Accounts of the State of Texas)

It is hereby certified that this Note has been issued under the provisions of the Ordinance described in the text of this Note; and that this Note has been issued in conversion or replacement of, or in exchange for, a Note, Notes, or a portion of a Note or Notes of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

\_\_\_\_\_,  
 Paying Agent/Registrar

By \_\_\_\_\_  
 Authorized Representative

**FORM OF PAYMENT RECORD**

**PAYMENT RECORD**

<u>Date of Payment</u>	<u>Principal Payment (amount and installment(s) to which payment is applied)</u>	<u>Remaining Principal Balance</u>	<u>Name and Title of Authorized Officer making Entry</u>	<u>Signature of Authorized Officer</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

---

**FORM OF ASSIGNMENT**

**ASSIGNMENT**

For value received, the undersigned hereby sells, assigns and transfers unto

---

Please insert Social Security or Taxpayer  
Identification Number of Transferee

---

(Please print or typewrite name and address,  
including zip code, of Transferee)

---

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney, to register the transfer of the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Note in every particular, without alteration or enlargement or any change whatsoever.

**FORM OF REGISTRATION CERTIFICATE OF  
THE COMPTROLLER OF PUBLIC ACCOUNTS**

**COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.**

I hereby certify that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

(COMPTROLLER'S SEAL)

**Section 6. INTEREST AND SINKING FUND.** A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the City at an official depository bank of said City. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said City, and shall be used only for paying the interest on and principal of said Note. All ad valorem taxes levied and collected for and on account of said Note shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Note are outstanding and unpaid, the governing body of said City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on said Note as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Note as such principal matures (but never less than 2% of the original principal amount of said Note as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said City, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said City, for each year while any of said Note are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Note, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Accrued interest on the Note shall be deposited in the Interest and Sinking Fund and used to pay interest on the Note.

**Section 7. ESTABLISHMENT OF PROJECT FUND.** (a) Project Fund. The City's Limited Tax Note Series 2020 Project Fund is hereby created and shall be established and maintained by the City at an official depository bank of the City. Proceeds from the sale of the Note, including any premium, but excluding accrued interest, shall be deposited into the Project Fund.

(b) Investment of Funds. The City hereby covenants that the proceeds of the sale of the Note will be used as soon as practicable for the purposes for which the Note is issued. Obligations purchased as an investment of money in any fund shall be deemed to be a part of such fund. Any money in any fund created by this Ordinance may be invested as permitted by the Texas Public Funds Investment Act, as amended.

(c) Security for Funds. All funds created by this Ordinance shall be secured in the manner and to the fullest extent required by law for the security of funds of the City.

(d) Maintenance of Funds. Any funds created pursuant to this Ordinance may be created as separate funds or accounts or as subaccounts of the City's General Fund held by the City's

depository, and, as such, not held in separate bank accounts, such treatment shall not constitute a commingling of the monies in such funds or of such funds and the City shall keep full and complete records indicating the monies and investments credited to each such fund.

(e) Interest Earnings. Interest earnings derived from the investment of proceeds from the sale of the Note shall be used along with the Note proceeds for the purpose for which the Note is issued as set forth in Section 1 hereof or to pay principal or interest payments on the Note; provided, however, that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Note from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

(f) Perfection. Chapter 1208, Texas Government Code, applies to the issuance of the Note and the pledge of the ad valorem taxes granted by the City under this Section, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Note is outstanding and unpaid such that the pledge of the ad valorem taxes granted by the City under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Owners of the Note the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

**Section 8. DEFEASANCE OF NOTE.** (a) The Note and the interest thereon shall be deemed to be paid, retired and no longer outstanding ("Defeased Note") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Note, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or a commercial bank or trust company for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or a commercial bank or trust company for the payment of its services until all Defeased Note shall have become due and payable or (3) any combination of (1) and (2). At such time as Notes shall be deemed to be a Defeased Note hereunder, as aforesaid, such Note and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of Note as aforesaid when proper notice of redemption of such Note shall have been given, in accordance with

this Ordinance. Any money so deposited with the Paying Agent/Registrar or a commercial bank or trust company as provided in this Section may, at the discretion of the City Council, also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or a commercial bank or trust company pursuant to this Section which is not required for the payment of such Note and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City Council.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Note and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Note and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Note shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Note the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or a commercial bank or trust company pursuant to this Section for the payment of the Note and the Note shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of the Note affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Note to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Note for redemption in accordance with the provisions of the Ordinance authorizing its issuance, the City may call such Defeased Note for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Note as though it was being defeased at the time of the exercise of the option to redeem the Defeased Note and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Note.

#### **Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED NOTES.**

(a) Replacement Note. In the event any outstanding Note is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Note of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Note, in replacement for such Note in the manner hereinafter provided.

(b) Application for Replacement Note. Application for replacement of a damaged, mutilated, lost, stolen or destroyed Note shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Note, the Registered Owner applying for a replacement Note shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or

damage with respect thereto. Also, in every case of loss, theft or destruction of a Note, the Registered Owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Note, as the case may be. In every case of damage or mutilation of a Note, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Note so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Note shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Note, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Note) instead of issuing a replacement Note, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Note. Prior to the issuance of any replacement Note, the Paying Agent/Registrar shall charge the Registered Owner of such Note with all legal, printing, and other expenses in connection therewith. Every replacement Note issued pursuant to the provisions of this Section by virtue of the fact that any Note is lost, stolen or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen or destroyed Note shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Note duly issued under this Ordinance.

(e) Authority for Issuing Replacement Note. In accordance with Subchapter B of Texas Government Code, Chapter 1206, this Section of this Ordinance shall constitute authority for the issuance of any such replacement Note without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such Note is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Note in the form and manner and with the effect, as provided in Section 9(a) of this Ordinance for Note issued in conversion and exchange for other Note.

**Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF NOTE; BOND COUNSEL'S OPINION; AND CONTINGENT INSURANCE PROVISION, IF OBTAINED.**

The Mayor of the City is hereby authorized to have control of the Note issued and delivered hereunder and all necessary records and proceedings pertaining to the Note pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Note said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Notes attached to the Note, and the seal of said Comptroller shall be impressed, or placed in facsimile, on the Note. The approving legal opinion of the City's Bond Counsel may, at the option of the City, be printed on the Note issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Note. In addition, if bond insurance is obtained, the Note may bear an appropriate legend as provided by the insurer.

**Section 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE NOTE.** (a) Covenants. The City covenants to take any action necessary to assure, or refrain from



any action which would adversely affect, the treatment of the Note as an obligation described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Note or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Note, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Note or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Note (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Note being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Note being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Note, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Note, other than investment property acquired with --

(A) proceeds of the Note invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Note is issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Note;

(7) to otherwise restrict the use of the proceeds of the Note or amounts treated as proceeds of the Note, as may be necessary, so that the Note does not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings)

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the Noteholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Note. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Note, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Note under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Note, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Note under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager or Director of Finance to execute any documents, Notes or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Note. This Ordinance is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Note, or (2) the date the Note is retired. The

City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Note. For purposes of this subsection, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The City covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Note. For purposes of this subsection, the portion of the property comprising personal property and disposed of in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this subsection, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Reimbursement. This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

**Section 12. SALE OF NOTE.** The Note is hereby sold and shall be delivered to \_\_\_\_\_, (the "Purchaser") pursuant to a Letter of Investment in substantially the form attached hereto as Exhibit B, which the Mayor and Mayor Pro-Tem of the City are hereby authorized to execute and deliver and which the City Secretary of the City is hereby authorized to attest. The City will initially deliver to the Purchaser the Note authorized under this Ordinance. The Note shall initially be registered in the name of \_\_\_\_\_.

**Section 13. NO CONTINUING DISCLOSURE UNDERTAKING; ANNUAL AUDIT.** The City will not enter into a continuing disclosure undertaking with respect to the Obligations, however to the extent the City's annual audited financial statements are not available on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access website or the website of the Texas Municipal Advisory Council, the City shall send the Purchaser such annual audited financial statements within twelve months after the end of each fiscal year.

**Section 14. AMENDMENT OF ORDINANCE.** The City hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The City may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, (v)

obtain insurance or ratings on the Bonds, (vi) obtain the approval of the Attorney General of the State Texas, or (vii) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the City's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the City; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the City shall desire to amend this Ordinance under this Section, the City shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the City for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of publication of such notice the City shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the City may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the City and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the City, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

**Section 15. DEFAULT AND REMEDIES.** (a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

**Section 16. APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT.**

Attached hereto as Exhibit C is a substantially final form of Paying Agent/Registrar Agreement. Each of the Mayor, the City Manager and the Director of Finance are hereby authorized to amend, complete or modify such agreement as necessary and are further authorized to execute such agreement.

**Section 17. NO PERSONAL LIABILITY.** No covenant or agreement contained in the Note, this Ordinance or any corollary instrument shall be deemed to be the covenant or agreement of any member of the City Council or any officer, agent, employee or representative of the City Council in his individual capacity, and neither the directors, officers, agents, employees or representatives of the City Council nor any person executing the Note shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Note.

**Section 18. FURTHER ACTIONS.** The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Note, the initial sale and delivery of the Note, the Paying Agent/Registrar Agreement, any insurance commitment letter or insurance policy and the Official Statement. In addition, prior to the initial delivery of the Note, the City Manager or Assistant City Manager are each hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement or (ii) obtain the approval of the Note by the Texas Attorney General's office.

In case any officer of the City whose signature shall appear on the Note shall cease to be such officer before the delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

**Section 19. INTERPRETATIONS.** All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance and the Table of Contents of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Note and the validity of the lien on and pledge of the Pledged Revenues to secure the payment of the Note.

**Section 20. INCONSISTENT PROVISIONS.** All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

**Section 21. INTERESTED PARTIES.** Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the registered owners of the Note, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owners of the Note.

**Section 22. INCORPORATION OF RECITALS.** The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

**Section 23. SEVERABILITY.** If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

**Section 24. REPEALER.** All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

**Section 25. EFFECTIVE DATE.** This Ordinance shall become effect immediately from and after its passage on first and final reading in accordance with Section 1201.028, Texas Government Code, as amended.

**Section 26. PERFECTION.** Chapter 1208, Government Code, applies to the issuance of the Note and the pledge of ad valorem taxes and surplus net revenues granted by the City under Sections 6 and 7 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Note is outstanding and unpaid such that the pledge of

ad valorem taxes and surplus net revenues granted by the City under Sections 6 and 7 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Note the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

**Section 27. REIMBURSEMENT.** The City expects to pay expenditures in connection with the purposes set forth in the Section 1 of this Ordinance prior to the issuance of the Note. The City finds, considers and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues Note to accomplish the purposes set forth in Section 1 of this Ordinance. All costs to be reimbursed pursuant hereto will be capital expenditures. No Note will be issued by the City in furtherance of this Ordinance after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service. The foregoing notwithstanding, no Note will be issued pursuant to this Ordinance more than three years after the date any expenditure which is to be reimbursed is paid.

**Section 28. PAYMENT OF ATTORNEY GENERAL FEE.** The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Note or (ii) \$9,500, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Note.



**IN ACCORDANCE WITH SECTION 1201.028**, Texas Government Code, finally passed, approved and effective on this 8th day of December 2020.

**THE CITY OF BASTROP, TEXAS**

---

Connie Schroeder, Mayor  
City of Bastrop, Texas

**ATTEST:**

---

Ann Franklin, City Secretary  
City of Bastrop, Texas

**APPROVED AS TO FORM:**

---

Alan Bojorquez, City Attorney

## **EXHIBIT A**

### **DEFINITIONS**

As used in this Ordinance, the following terms and expressions shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

"*Authorized Denominations*" means the denomination of \$5,000 or any integral multiple thereof with respect to the Note and in the denomination of \$5,000 in maturity amount or any integral multiple thereof with respect to the Note.

"*Bond Insurer*" or "*Insurer*" means the provider of a municipal bond insurance policy for the Note or any other entity that insures or guarantees the payment of principal and interest on any Note.

"*Book-Entry-Only System*" means the book-entry system of note registration provided in Section 3, or any successor system of book-entry registration.

"*Business Day*" means any day which is not a Saturday, Sunday or a day on which the Paying Agent/Registrar is authorized by law or executive order to remain closed.

"*Cede & Co.*" means the designated nominee and its successors and assigns of The Depository Trust Company, New York.

"*City*" and "*Issuer*" mean the City of Bastrop, Texas, and where appropriate, the City Council.

"*City Council*" means the governing body of the City.

"*Closing Date*" means the date of initial delivery of and payment for the Note.

"*Defeasance Securities*" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding notes or otherwise provide for the funding of an escrow to effect the defeasance of the Note is rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding notes or otherwise provide for the funding of an escrow to effect the defeasance of the Note, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Note.

"*Depository*" means one or more official depository banks of the City.

"DTC" means The Depository Trust Company, New York, New York and its successors and assigns.

"DTC Participant" means securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Federal Securities" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

"Fiscal Year" means the twelve-month accounting period used by the City in connection with the operation of the System, currently ending on September 30 of each year, which may be any twelve consecutive month period established by the City, but in no event may the Fiscal Year be changed more than one time in any three calendar year period.

"Holder," "Holders," "Owners" or "Registered Owners" means any person or entity in whose name a Note is registered in the Security Register.

"Initial Note" means the Note authorized, issued, and initially delivered as provided in Section 3 of this Ordinance.

"Insurance Policy" means an insurance policy issued by any Insurer guaranteeing the scheduled principal of and interest on the Note when due.

"Interest and Sinking Fund" means the special fund maintained by the provisions of Section 5 of this Ordinance.

"Interest Payment Date" means a date on which interest on the Note is due and payable.

"Issuance Date" means the date of delivery of the Note.

"MSRB" means the Municipal Securities Rulemaking Board.

"Note" means the "City of Bastrop, Texas Limited Tax Note, Series 2020."

"Ordinance" means this ordinance finally adopted by the City Council on December 8, 2020.

"Outstanding", when used with respect to Note, means, as of the date of determination, all Note theretofore delivered under this Ordinance, except:

(1) Note theretofore cancelled and delivered to the City or delivered to the Paying Agent/Registrar for cancellation;

(2) Note deemed paid pursuant to the provisions of Section 9 of this Ordinance;

(3) Note upon transfer of or in exchange for and in lieu of which other Note has been authenticated and delivered pursuant to this Ordinance

(4) Note under which the obligations of the City have been released, discharged or extinguished in accordance with the terms thereof.

"*Rating Agency*" means any nationally recognized securities rating agency which has assigned, at the request of the City, a rating to the Note.

"*Record Date*" means Record Date as defined in Section 4 the Form of Note.

"*Redemption Date*" means a date fixed for redemption of any Note pursuant to the terms of this Ordinance.

"*Register*" or "*Registration Books*" means the registry system maintained on behalf of the City by the Registrar in which are listed the names and addresses of the Registered Owners and the principal amount of Note registered in the name of each Registered Owner.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

**EXHIBIT B**

**FORM OF LETTER OF INVESTMENT**

**EXHIBIT C**

**PAYING AGENT REGISTRAR AGREEMENT**



# STAFF

# REPORT

**MEETING DATE:** December 8, 2020

**AGENDA ITEM:** 9E

**TITLE:**

Consider action to approve the first reading of Ordinance No. 2020-33 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2021 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date, and move to include on the January 12, 2020 City Council consent agenda for a second reading.

**STAFF REPRESENTATIVE:**

Tracy Waldron, Chief Financial Officer

**BACKGROUND/HISTORY:**

The FY2021 budget was approved by City Council on September 22, 2020. Since that approval, the City has closed the FY2020 fiscal year. There are additional expenditures that have come up since the FY2021 budget was approved and carry-over amounts relating to ongoing projects.

Below is a summary of the General Fund's projected to actual comparison for FY2020. The revenue variance was due to sales tax, planning fees and CARES funding all being higher than projected. The expense side included a transfer from General Fund to Innovation Fund which did not occur. This transfer is being included in this budget amendment. As you can see, we ended FY2020 very strong leaving a healthy reserve.

	Projected FY2020	Actual FY2020	Variance
<b>Total Revenue</b>	\$12,140,263	\$12,975,864	\$835,601
<b>Total Expense</b>	\$11,758,344	\$11,329,254	\$429,090
<b>Ending Fund Balance</b>	\$3,364,281	\$4,628,972	\$1,264,691
<b>Fund Balance %</b>	30%	41%	11%

The Exhibit A to the ordinance explains in detail the nature of each of the budget amendments being requested.

**POLICY EXPLANATION:**

The Financial Management Policy states that the level of budgetary control is at the department level in all Funds. If transfers are required between departments, this must be approved by City Council.

The City Charter requires that when the budget is amended, that the amendment be made by Ordinance.

**FUNDING SOURCE:**

Various – See Ordinance Exhibit A

**RECOMMENDATION:**

Tracy Waldron, CFO recommends approval of the first reading of Ordinance No. 2020-33 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2021 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date, and move to include on the January 12, 2020 City Council consent agenda for a second reading.

**ATTACHMENTS:**

- Ordinance 2020-33
- Exhibit A
- All Funds Summary FY2021 – updated to reflect proposed amendments





**ORDINANCE NO. 2020-33**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2021 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; APPROPRIATING THE VARIOUS AMOUNTS HEREIN, AS ATTACHED IN EXHIBIT A; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND ESTABLISHING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Manager of the City of Bastrop, Texas has submitted to the Mayor and City Council proposed amendment(s) to the budget of the revenues and/or expenditures/expenses of conducting the affairs of said city and providing a complete financial plan for Fiscal Year 2021; and

**WHEREAS**, the Mayor and City Council have now provided for and conducted a public hearing on the budget as provided by law.

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

**Section 1:** That the proposed budget amendment(s) for the Fiscal Year 2021, as submitted to the City Council by the City Manager and which budget amendment(s) are attached hereto as Exhibit A, are hereby adopted and approved as the amended budget of said city for Fiscal Year 2021.

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

**Section 3:** This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

**READ and APPROVED** on First Reading on the 8<sup>th</sup> day of December 2020.

**READ and ADOPTED** on Second Reading on the 12<sup>th</sup> day of January 2021.

**APPROVED:**

---

Connie B. Schroeder, Mayor

**ATTEST:**

---

Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

---

Alan Bojorquez, City Attorney

EXHIBIT A

**Budget Amendment #1: General Fund-Revenue & Expenditures**

**FY 2021 Budget Book (Page 44)**

Original Budget	\$12,471,919
Emergency Mgmt. Assistance (101-00-00-4410)	<u>\$ 189,262</u>
New Total Revenue	<b>\$12,661,181</b>

The proceeds need to be applied to the following accounts:

**FY 2021 Budget Book (Page 46)**

Original Budget	\$ 168,454
EDC Reimb(101-02-00-????)	<u>\$ 126,651</u>
New Total Expenditure	<b>\$ 295,105*</b>

**FY 2021 Budget Book (Page 72)**

Original Budget	\$ 38,073
Incident Supplies (101-09-14-5202)	<u>\$ 62,611</u>
New Total Expenditure	<b>\$ 100,684</b>

This amendment is the final request for reimbursement through the Coronavirus Relief Funds (CARES). The EDC funding agreement and additional supplies for reopening are included. This amendment appropriates the additional revenue and the associated expenses making this a net neutral amendment (no fund balance adjustment).

**Budget Amendment #2: General Fund-Organizational Expenditures**

**FY 2021 Budget Book (Page 46)**

Original Budget* (after BA#1)	\$295,105*
Equipment (101-02-00-5202)	<u>\$ 13,085</u>
New Total Expense	<b>\$308,190</b>

The purchase of police laptops was initiated during FY2020. This was being funded out of available contingency funds. Some of the order was received prior to 9/30/2020. This is to appropriate the balance of the order from available fund balance in General Fund.

**Budget Amendment #3: Parks Dedicated Fund**

**FY 2021 Budget Book (Page 152)**

Original Budget	\$ 56,000
Capital Outlay (520-00-00-6000)	<u>\$ 44,000</u>
New Total Revenue	<b>\$100,000</b>

EXHIBIT A

The contract with Artisan Concrete to construct all alternate options for Phase I of the Skate Park totaled \$395,375. It was the consensus of council that city staff try and find the funds to complete this contract in total. The FY2021 budget included \$266,000 (\$55,000 in parks designated and \$210,000 in innovation). There is an additional \$9,900 in consultants' fees for the construction phase. These two budget amendments, using available fund balance in each fund, will provide enough funding for the full contract amount.

**Budget Amendment #4: Innovation Fund**

**FY 2020 Budget Book (Page 145)**

Original Budget	\$ 150,000
Trans In-General Fund (105-00-00-4701)	\$ 645,894
New Total Revenue	<b>\$ 795,894</b>

The proceeds need to be applied to the following accounts:

**FY 2021 Budget Book (Page 145)**

Original Budget	\$ 503,668
Loan Pmt-BP&L (105-00-00-7000)	\$ 309,399
Capital Outlay (105-00-00-6000)-Gills Br	\$ 49,788
Capital Outlay (105-00-00-6000)-Skate Pk	\$ 95,275
New Total Expenditure	<b>\$ 958,130</b>

The FY2020 ending fund balance in the Innovation fund is \$162,236. The proposed transfer of \$500,000 in FY2020 from General Fund did not occur. This amendment is to transfer excess fund balance from General Fund to be used for one-time expenditures. The amount being transferred along with the ending fund balance will zero out this fund. A portion of this transfer is being appropriated for the additional funds needed to complete all alternate options for the Skate Park (See Budget Amendment #3). There is additional engineering required for the Gills Branch Drainage Improvement project of \$49,788. These additional services are being required by the USA Core of Engineers and Texas Historical Commission. The final amount is to pay off all loans owed to BP&L.

**Budget Amendment #5: 2019 Revenue Bond Expenditures**

**FY 2021 Budget Book (Page 138)**

Original Budget	\$ -0-
WWTP#3 – Westside Coll lines (261-35-00-6176)	\$ 195,000
New Total Expenditure	<b>\$ 195,000</b>

This bond fund did not expense as much as previously estimated in FY2020, leaving a fund balance at the end of the year of \$195,000. All balances in this bond fund are for wastewater

EXHIBIT A

projects. This amendment is a carryover of the available fund balance from FY2020. This amendment will allow the city to spend the balance of this bond fund in FY2021 for the ongoing WWTP#3.

**Budget Amendment #6: Water/Wastewater Capital Improvement Fund Expenditures**

**FY 2021 Budget Book (Page 114)**

Original Budget	\$ 200,000
Contingency (250-50-00-5900)	\$ 50,000
Elevated Water Tank (250-50-00-6320)	\$ 318,900
Professional Services (250-51-00-5505)	\$ 15,000
New Total Expenditure	<b>\$ 583,900</b>

This capital fund did not expense as much as previously estimated for capital outlay for water CIP projects in FY2020. This amendment is a carryover of the available fund balance from FY2020 to complete the elevated and ground storage water tanks at HWY 20, cover the public relations balance of the WWTP#3, and set aside contingency funds for possible maintenance issues that may arise.

**Budget Amendment #7: 2018 CO Bond Expenditures**

**FY 2021 Budget Book (Page 137)**

Original Budget	\$ 1,858,388
Main St. Sidewalk/Street (726-00-00-6154)	\$ 342,688
New Total Expenditure	<b>\$2,201,076</b>

The Main St. sidewalk/street project was not complete at the end of FY2020 and this is the amount that needs to be carried over to finish this contracted obligation.

**Budget Amendment #8: 2019 Limited Tax Note Expenditures**

**FY 2021 Budget Book (Page 139)**

Original Budget	\$ -0-
Capital Outlay (727-00-00-6000)	\$ 101,240
New Total Expenditure	<b>\$ 101,240</b>

The Gills Brach Drainage Channel Improvement project was not complete at the end of FY2020 and this is the amount that needs to be carried over to use this remaining bond funds available. This entire bond issuance was for this project.

## ALL FUND SUMMARY FY 2020-2021

	GENERAL FUND	DEBT SERVICE FUNDS	HOTEL TAX FUND	SPECIAL REVENUE FUNDS	WATER/WASTEWATER FUNDS	BP&L FUND	CAPITAL IMPROVEMENT FUNDS	INTERNAL SERVICE FUND	ECONOMIC DEVELOPMENT CORP	TOTAL ALL FUNDS
<b>BEGINNING FUND BALANCES</b>	\$ 3,364,275	\$ 162,685	\$ 3,797,361	\$ 2,397,872	\$ 4,134,842	\$ 3,555,535	\$ 24,049,212	\$ 2,817,995	\$ 5,409,325	\$ 49,689,102
<b>REVENUES:</b>										
AD VALOREM TAXES	4,039,083	2,051,124		-	-	-	-			6,090,207
SALES TAXES	5,266,932			-	-	-	-		2,611,200	7,878,132
FRANCHISE & OTHER TAXES	486,000		2,264,400	23,500	-	-	-			2,773,900
LICENSES & PERMITS	943,000		-	-	-	-	-			943,000
SERVICE FEES	671,150		181,500	1,509,681	6,545,900	7,110,050	-	371,192	177,370	16,566,843
FINES & FORFEITURES	335,200			12,800	-	-	-			348,000
INTEREST	30,000	20,000	25,000	24,850	25,600	30,000	109,293	16,000	35,000	315,743
INTERGOVERNMENTAL	259,066	249,802	62,312	731,851	-	-	150,000		1,030,000	2,483,031
OTHER	40,000		-	42,383	7,000	14,000	1,365		100,000	204,748
<b>TOTAL REVENUES</b>	<b>12,070,431</b>	<b>2,320,926</b>	<b>2,533,212</b>	<b>2,345,065</b>	<b>6,578,500</b>	<b>7,154,050</b>	<b>260,658</b>	<b>387,192</b>	<b>3,953,570</b>	<b>37,603,604</b>
<b>OTHER SOURCES</b>										
Other Financing Sources	-						1,000,000			1,000,000
Interfund Transfers	590,750	542,255	-	-	3,080,425	-	1,666,894	65,000		5,945,324
<b>TOTAL REVENUE &amp; OTHER SOURCES</b>	<b>12,661,181</b>	<b>2,863,181</b>	<b>2,533,212</b>	<b>2,345,065</b>	<b>9,658,925</b>	<b>7,154,050</b>	<b>2,927,552</b>	<b>452,192</b>	<b>3,953,570</b>	<b>44,548,928</b>
<b>TOTAL AVAILABLE RESOURCES</b>	<b>\$ 16,025,456</b>	<b>\$ 3,025,866</b>	<b>\$ 6,330,573</b>	<b>\$ 4,742,937</b>	<b>\$ 13,793,767</b>	<b>\$ 10,709,585</b>	<b>\$ 26,976,764</b>	<b>\$ 3,270,187</b>	<b>\$ 9,362,895</b>	<b>\$ 94,238,030</b>
<b>EXPENDITURES:</b>										
GENERAL GOVERNMENT	4,921,607			15,000	-	-	356,788			5,293,395
PUBLIC SAFETY	4,695,707			50,000	-	-	15,032			4,760,739
DEVELOPMENT SERVICES	937,127			-	-	-	-			937,127
COMMUNITY SERVICES	1,854,760		-	234,778	-	-	-			2,089,538
UTILITIES				15,000	4,093,696	6,306,462	-			10,415,158
DEBT SERVICE		2,997,157		-	2,174,352	168,238	453,067		447,012	6,239,826
ECONOMIC DEVELOPMENT	126,651		2,252,757	-	-	-	319,055		2,209,079	4,907,542
CAPITAL OUTLAY				1,493,351	518,900	300,000	24,858,038	241,800	2,475,000	29,887,089
<b>TOTAL EXPENDITURES</b>	<b>12,535,852</b>	<b>2,997,157</b>	<b>2,252,757</b>	<b>1,808,129</b>	<b>6,786,948</b>	<b>6,774,700</b>	<b>26,001,980</b>	<b>241,800</b>	<b>5,131,091</b>	<b>64,530,414</b>
<b>OTHER USES</b>										
Interfund Transfers	-	-	542,255	898,250	2,185,176	652,750	1,021,000	-	-	5,299,430
<b>TOTAL EXPENDITURE &amp; OTHER USES</b>	<b>12,535,852</b>	<b>2,997,157</b>	<b>2,795,012</b>	<b>2,706,379</b>	<b>8,972,124</b>	<b>7,427,450</b>	<b>27,022,980</b>	<b>241,800</b>	<b>5,131,091</b>	<b>69,829,844</b>
<b>ENDING FUND BALANCES</b>	<b>\$ 3,489,604</b>	<b>\$ 28,709</b>	<b>\$ 3,535,561</b>	<b>\$ 2,036,558</b>	<b>\$ 4,821,643</b>	<b>\$ 3,282,135</b>	<b>\$ (46,216)</b>	<b>\$ 3,028,387</b>	<b>\$ 4,231,804</b>	<b>\$ 24,408,186</b>



# STAFF REPORT

---

**MEETING DATE:** December 8, 2020

**AGENDA ITEM:** 9F

**TITLE:**

Consider action to approve the first reading of Ordinance No. 2020-34 of the City Council of the City of Bastrop, Texas, amending the code of ordinances, affirming the creation of Assistant City Manager positions, addressing designation of an Acting City Manager, and removing the Director of Public Safety position by amending Sections 9.02.004 and 9.02.005, and repealing Article 9.05, Division 2, and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting; and move to include on the January 12, 2020 City Council consent agenda for a second reading.

**STAFF REPRESENTATIVE:**

Tanya Cantrell, Human Resources Director

**BACKGROUND/HISTORY:**

The City Manager has engaged in the assessment and reorganization of certain key staff positions, and determined that Assistant City Manager Positions are necessary and appropriate, and that the now-vacant position of Director of Public Safety is no longer necessary or appropriate.

There was a minor discrepancy between the Code and the Charter regarding the City Manager's authority to appoint, remove, and supervise all departments of the City. This amendment clarifies that Council recommendation and/or advice for the proper administration of the City is not necessary or appropriate.

There was a minor discrepancy between the Code and the Charter regarding the designation of an Acting City Manager. This amendment clarifies that both the City Council and the City Manager have certain authority to designate a qualified administrative employee to provide coverage in the City Manager's absence.

**POLICY EXPLANATION:**

Article IV of Bastrop's Home Rule Charter, the City Manager is responsible as the chief administrative officer for the proper administration of the city including the appointment, removal, and supervision of all departments of the City.

Article III of Bastrop's Home Rule Charter, the City Council has the authority to establish, consolidate, or abolish administrative departments.

Article IV of Bastrop's Home Rule Charter, both the City Council and the City Manager have certain authority to designate a qualified administrative employee to provide coverage in the City Manager's absence.

**FUNDING SOURCE:**

N/A

**RECOMMENDATION:**

Recommend approval of the first reading of Ordinance No. 2020-34 of the City Council of the City of Bastrop, Texas, amending the code of ordinances, affirming the creation of Assistant City Manager positions, addressing designation of an Acting City Manager, and removing the Director of Public Safety position by amending Sections 9.02.004 and 9.02.005, and repealing Article 9.05, Division 2, and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting; and move to include on the January 12, 2020 City Council consent agenda for a second reading.

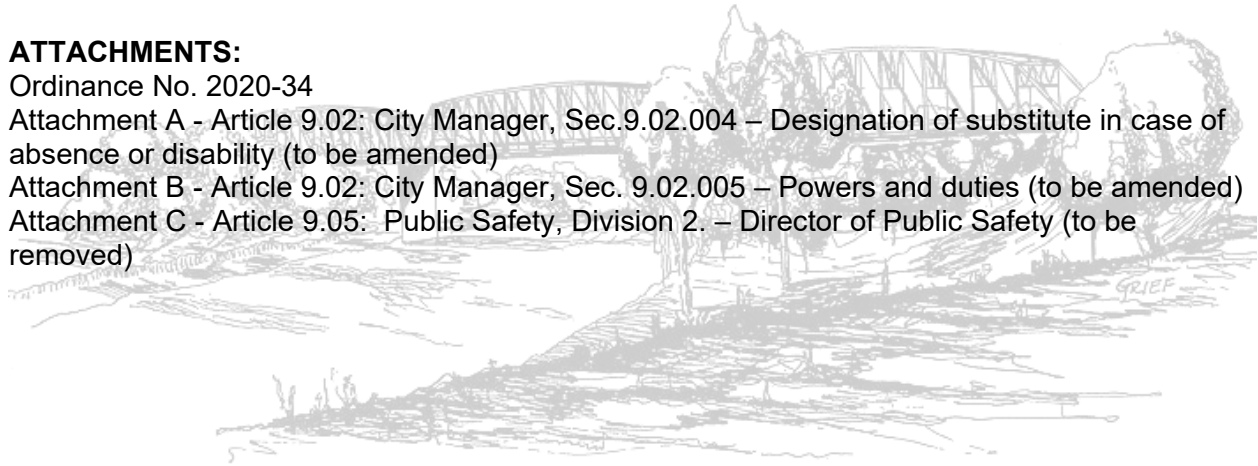
**ATTACHMENTS:**

Ordinance No. 2020-34

Attachment A - Article 9.02: City Manager, Sec.9.02.004 – Designation of substitute in case of absence or disability (to be amended)

Attachment B - Article 9.02: City Manager, Sec. 9.02.005 – Powers and duties (to be amended)

Attachment C - Article 9.05: Public Safety, Division 2. – Director of Public Safety (to be removed)





**ORDINANCE NO. 2020-34**

**ASSISTANT CITY MANAGERS &  
DIRECTOR OF PUBLIC SAFETY**

**AN ORDINANCE OF THE CITY OF BASTROP, TEXAS AMENDING THE CODE OF ORDINANCES, AFFIRMING THE CREATION OF ASSISTANT CITY MANAGER POSITIONS, ADDRESSING DESIGNATION OF AN ACTING CITY MANAGER, AND REMOVING THE DIRECTOR OF PUBLIC SAFETY POSITION BY AMENDING SECTIONS 9.02.004 AND 9.02.005, AND REPEALING ARTICLE 9.05, DIVISION 2, AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE AND MEETING**

**WHEREAS,** the City Manager has engaged in the assessment and reorganization of certain key staff positions, and determined that Assistant City Manager Positions are necessary and appropriate, and that the now-vacant position of Director of Public Safety is no longer necessary or appropriate; and

**WHEREAS,** pursuant to Article IV of Bastrop's Home Rule Charter, the City Manager is responsible as the chief administrative officer for the proper administration of the city including the appointment, removal, and supervision of all departments of the City; and

**WHEREAS,** pursuant to Article III of Bastrop's Home Rule Charter, the City Council has the authority to establish, consolidate, or abolish administrative departments; and

**WHEREAS,** pursuant to Article IV of Bastrop's Home Rule Charter, both the City Council and the City Manager have certain authority to designate a qualified administrative employee to provide coverage in the City Manager's absence; and

**WHEREAS,** the City Council hereby accepts the recommendation of the City Manager and finds this amendment reasonable and necessary.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Bastrop, TX:

## 1. FINDINGS OF FACT

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

## 2. AMENDMENTS

- a. Chapter 9, Article 9.02, Section 9.02.004 of the City of Bastrop Code of Ordinances is hereby amended, in part, in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be added to the Code, and any struck-through text shall be deleted from the Code, as stated on *Attachment A*.
- b. Chapter 9, Article 9.02, Section 9.02.005 of the City of Bastrop Code of Ordinances is hereby amended, in part, in accordance with *Attachment "B"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be added to the Code, as stated on *Attachment B*.
- c. Chapter 9, Article 9.05, Division 2 of the City of Bastrop Code of Ordinances is hereby repealed in its entirety, in accordance with *Attachment "C"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any struck-through text shall be deleted from the Code, as stated on *Attachment C*.

## 3. REPEALER

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

## 4. SEVERABILITY

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

## 5. CODIFICATION

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

**6. EFFECTIVE DATE**

This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

**7. PROPER NOTICE & MEETING**

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

**READ & ACKNOWLEDGED** on First Reading on this, the 8<sup>th</sup> day of December 2020.

**READ & APPROVED** on the Second Reading on this, the 12<sup>th</sup> day of January 2021.

**APPROVED:**

by: \_\_\_\_\_

Connie B. Schroeder, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**Bastrop Code of Ordinances**

**Chapter 9: Personnel**

**Article 9.02: City Manager**

**Sec. 9.02.004 - Designation of substitute in case of absence or disability.**

During the absence or disability of the City Manager, the ~~City Council~~ City Manager shall designate some properly qualified person to serve as Acting City Manager and perform the duties of said office. The Council may appoint another such employee of the City until the City Manager returns, and thereby revoke the City Manager's designation (if any).

DRAFT

**Bastrop Code of Ordinances**

**Chapter 9: Personnel**

**Article 9.02: City Manager**

**Sec. 9.02.005 - Powers and duties.**

The powers and duties of the City Manager shall be to:

- (1) Devote all of his working time and attention to the affairs of the city and be responsible to the City Council for the efficient administration of its affairs.
- (2) See that all laws and ordinances are enforced.
- (3) ~~With the advice of the City Council, appoint~~ Appoint and remove all heads of departments and all Assistant City Managers. He shall have the power to appoint or remove all subordinate employees.
- (4) Exercise supervision and control over all departments created by the City Council or that may hereafter be created by the City Council.

....

## **Bastrop Code of Ordinances**

### **Article 9.05: Public Safety**

#### **~~DIVISION 2. DIRECTOR OF PUBLIC SAFETY<sup>H</sup>~~**

##### **~~Sec. 9.05.021 – Creation of Director of Public Safety.~~**

~~There is created a position of Director of Public Safety.~~

##### **~~Sec. 9.05.022 – Qualifications.~~**

~~The Director of Public Safety shall be a person qualified by training and experience to properly carry out the duties of this office.~~

##### **~~Sec. 9.05.023 – Appointment.~~**

~~The Director of Public Safety shall be appointed by the City Manager.~~

##### **~~Sec. 9.05.024 – Bond.~~**

~~The Director of Public Safety, before entering upon the duties of his office, shall enter into a bond in an amount to be determined from time to time by the City Manager. The annual bond premium shall be paid by the city.~~

##### **~~Sec. 9.05.025 – Supervision.~~**

~~The Director of Public Safety shall report directly to the City Manager and shall be independent of any other city office, provided that the Director of Public Safety shall perform all the duties and responsibilities as may be required as the head of the Police Department.~~

##### **~~Sec. 9.05.026 – Term/at will employee.~~**

~~The Director of Public Safety is an 'at will' employee of the city and is subject to the provisions of the city's personnel policies, the city's ordinances, and the city's Home Rule Charter.~~

##### **~~Sec. 9.05.027 – Compensation.~~**

~~The Director of Public Safety shall receive as compensation for his services a salary set in accordance with the city's wage and compensation plan, approved by the City Manager in accordance with the adoption of same as set forth in the city's annual operating budget, as adopted and approved by the City Council.~~

##### **~~Sec. 9.05.028 – Supervision of police department and police force.~~**

~~The Director of Public Safety shall exercise general supervision over the city's police department and municipal police force, and shall report to the City Manager any failure to perform official duties or any abuse of authority.~~

##### **~~Sec. 9.05.029 – Powers and duties of the Director of Public Safety.~~**

~~The Director of Public Safety shall:~~

- ~~(1) Appoint an Assistant Chief of Police, with the advice and consent of the City Manager.~~
- ~~(2) Attend, in person or by delegation to Assistant Chief of Police or others, all sessions of the municipal court and shall promptly and faithfully execute all writs and process issued out of the court.~~
- ~~(3) Have like powers with the sheriff of the county to execute search warrants.~~
- ~~(4) Actively quell riots, disorders and disturbances within the city, and shall take into custody all persons offending against the peace of the city.~~
- ~~(5) Accept suitable bail for appearances before the municipal court.~~
- ~~(6) Arrest without warrant all persons who violate the peace of the city, or who obstruct or interfere with him in the execution of his duties, or persons guilty of disorderly conduct.~~
- ~~(7) Attend, in person or by delegation to an Assistant Chief of Police, all meetings of the city council.~~
- ~~(8) Perform such other duties as may be from time to time required by the City Manager.~~

**~~Sec. 9.05.030—Delivery of monies collected to City Secretary; reports of fines collected.~~**

~~The Director of Public Safety shall pass over all fines or other monies collected to the City Secretary at least once each month and file with the City Secretary a monthly statement, subscribed by him, of all fines collected, from whom collected and the amount of each.~~

DRAFT



# STAFF REPORT

---

**MEETING DATE:** December 8, 2020

**AGENDA ITEM:** 9G

**TITLE:**

Consider action to approve Resolution No. R-2020-122 of the City Council of the City of Bastrop, Texas, requiring a Professional Service Agreement be executed with NEU Community Bastrop LLC for the continued review of the NEU Community Bastrop Public Improvement District and NEU Community Bastrop Development Agreement, as attached in Exhibit A; authorizing the City Manager to execute necessary documents; providing for a repealing clause; and establishing an effective date.

**STAFF REPRESENTATIVES:**

Trey Job, Assistant City Manager of Development Services  
Jennifer C. Bills, Assistant Planning Director

**BACKGROUND/HISTORY:**

On November 10, 2020, City Council received a presentation from Jonathan Jenkins to introduce City Council to the NEU Communities Development proposal for a 410-acre tract adjacent to the city limits to the west of FM 969. Mr. Jenkins also presented Council with a petition to create a Public Improvement District and requested a Public Hearing to create the PID on the December 8, 2020 meeting so he would be able to close on the property. City Council instructed staff to work with Mr. Jenkins to see if an adequate review and recommendation could be provided by December 8.

The City has a budget policy that requires cost of service for the review and approval of development applications be covered by the applicant through fees, as established in the Code of Ordinances. For the submittal of the application, review and processing of public notices, the City received \$26,506 for the Public Improvement District request and \$3,406 for the Development Agreement, in accordance with the adopted fee schedule in Appendix A of the Bastrop Code of Ordinance. Article 1.14 of the Code also establishes a process for charging the costs for professional services to provide assistance from engineering, planning, legal, technical, or environmental consultants chosen by the City to facilitate the review of applications or submissions.

With the PID and Development Agreement, the City has already employed financial and legal advisors to provide assistance with the technical review of the agreements and will continue to do so if this project moves forward. It is anticipated that utility studies and engineered plans will also need to be created and reviewed by engineering and utility consultants.



If funds are not provided, review of NEU Community Bastrop Public Improvement District and Development Agreement will be terminated or suspended, per Article 1.14.

**FUNDING SOURCE:**

An initial payment of \$26,000 will be required upon the execution of this agreement. When the PID boundary is created, an additional \$100,000 will be required. These funds will be escrowed an account separate from other city funds. The applicant will be provided with copies of the city fee invoices as funds are withdrawn. Upon the completion of the project, as defined in the agreement, remaining funds will be returned to the applicant.

**POLICY EXPLANATION:**

Article 1.14 – Professional and Consulting Fees

Sec. 1.14.001 - Charges for consulting services established.

- (a) The City Manager, or his designee, in the review of any planning, development or other application or submission to the city may seek and retain professional assistance regarding the application and/or submission from an engineering, planning, legal, technical, or environmental consultant selected by and/or employed by the city ["Consultant(s)"], as is deemed necessary, to facilitate the review of the application or submission.
- (b) Professional fees and related charges incurred by the city for the services of the consultant(s) shall be in accord with the charges customarily made for such services in the county, and shall be provided pursuant to an agreement to retain such consultant(s) by and between the city and such consultant(s).
- (c) The individual or entity that provides an application or submission to the city that necessitates review by consultant(s) shall reimburse the city for all reasonable costs incurred in the use of the consultant(s) within thirty (30) days of being provided a copy of a professional fee invoice, or as otherwise agreed by the City Manager. The professional consultant(s)'s fees are assessed in addition to any and all other fees required by other law, rule, or regulation of the city code.
- (d) An application or submission to the city may be deemed incomplete, and review by the city terminated or suspended, if any professional fees and costs related to the consultant(s)'s work remain outstanding and owed to the city.

**RECOMMENDATION:**

Consider action to approve Resolution No. R-2020-122 of the City Council of the City of Bastrop, Texas, requiring a Professional Service Agreement be executed with NEU Community Bastrop LLC for the continued review of the NEU Community Bastrop Public Improvement District and NEU Community Bastrop Development Agreement, as attached in Exhibit A; authorizing the City Manager to execute necessary documents; providing for a repealing clause; and establishing an effective date.

**ATTACHMENTS:**

Resolution R-2020-122

Exhibit A: Professional Service Agreement – NEU Community Bastrop

**RESOLUTION NO. R-2020-122**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS REQUIRING A PROFESSIONAL SERVICE AGREEMENT BE EXECUTED WITH NEU COMMUNITY BASTROP LLC FOR THE CONTINUED REVIEW OF THE NEU COMMUNITY BASTROP PUBLIC IMPROVEMENT DISTRICT AND NEU COMMUNITY BASTROP DEVELOPMENT AGREEMENT, AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bastrop has a budget policy that requires cost of service for the review and approval of development applications be covered by the applicant through fees; and

**WHEREAS**, the Bastrop Code of Ordinances, Chapter 1, Article 1.14 Professional and Consulting Fees requires the applicant to reimburse the city for costs incurred from the services of professional assistance from engineering, planning, legal, technical, or environmental consultants; and

**WHEREAS**, NEU Community Bastrop LLC (the "Applicant") has submitted a Petition to create a Public Improvement District and establish a Development Agreement fo 410.599 acres of the Nancy Blakey Survey, A-98, requiring the review and approval of the City; and

**WHEREAS**, the Applicant has been provided with and reviewed the draft agreement ("Exhibit A") requiring an initial payment of \$26,000, with an additional \$100,000 payment to be escrowed after the approval of the NEU Community Bastrop LLC Public Improvement District boundary and if the funds are expended, additional payments of \$20,000 shall be made upon request of the City; and

**WHEREAS**, if funds are not provided, review of NEU Community Bastrop Public Improvement District and Development Agreement will be terminated or suspended.

**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 Professional Service Agreement for NEU Community Bastrop, as attached as Exhibit A, as well as all other necessary documents.

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

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop, Texas this 8<sup>th</sup> day of December 2020.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**PROFESSIONAL SERVICES AGREEMENT**  
**NEU Community Bastrop**

This Professional Services Agreement (this "Agreement") is entered into by, between, among and for the benefit of the City of Bastrop, Texas, a home rule city (the "City"), and NEU Community Bastrop, LLC, a Texas limited liability company (the "Developer").

**WHEREAS**, the Developer desires that the City enter into negotiations related to a new development of an area located within the City's jurisdiction (the "Project"); and

**WHEREAS**, the Developer desires that a public improvement district ("PID") be created to help finance certain public improvements necessary to provide water, wastewater, drainage and roadway facilities and development amenities for the Property more particularly depicted in EXHIBIT A attached hereto (the "Property"); and

**WHEREAS**, a petition to create a PID on the Property pursuant to Chapter 372 of the Texas Local Government Code has been submitted to the City; and

**WHEREAS**, the City and the Developer desire to negotiate a development agreement to provide for terms and conditions related to the Project (the "Development Agreement"); and

**WHEREAS**, the City and the Developer recognize and agree that the City will incur fees and associated expenses and costs for professional services for work to negotiate, develop, draft, and consider various concepts and documents in connection with its consideration of the PID and Development Agreement, including but not limited to the following: appraisal, legal publications, notices, public hearing expenses, attorney's fees, assessment administrator fees and special consultant fees (collectively, the "Professional Services"); and

**WHEREAS**, the City and the Developer recognize and agree that the fees anticipated to be incurred by the City for Professional Services directly related to the Project cannot be recouped by the City through standard administrative or permit fees; and

**WHEREAS**, the City's engagement of professionals to perform the Professional Services and its participation in the undertakings described above are voluntary and of value to the Developer and the Developer desires to reimburse the City's fees and expenses related to the Professional Services.

**NOW THEREFORE**, in consideration of the mutual promises set forth in this Agreement, the City and the Developer agree as follows:

1. Recitals. The representations, covenants and recitations set forth in the foregoing recitals and in this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this paragraph.

2. Developer Payment.

- (a) Delivery. Developer shall deliver, or shall have delivered, to the City the sum of \$26,000.00 upon the effective date of this Agreement, and shall deliver to the City an additional sum of \$100,000.00 upon the formation of the PID (the "Developer Payment") to pay for the Professional Services and the related expenses incurred by the City.
- (b) Invoices. Fees for all Professional Services to be covered by the Developer Payment shall be evidenced by monthly invoices that describe the work performed by date and time entries (copies of which invoices shall be provided to Developer at least 10 days before they are paid).
- (c) Segregation of Funds. The Developer Payment shall be deposited in a segregated account and not be commingled with any other City funds.
- (d) Replenishment of Funds. If the cost of Professional Services exceed the Developer Payment, the City shall notify the Developer in writing and the Developer may elect to: (i) make one or more additional payment(s) of \$20,000.00 each within thirty (30) days of such written request and such additional payment will be deposited by the City and utilized in the same manner described above, or (ii) negotiate in good faith to amend this Agreement to provide for a reasonable amount of additional payment by Developer.
- (e) Non-contingent. The payment(s) made by the Developer under this Agreement are not contingent upon any outcome of the negotiations between the City and the Developer.
- (f) Non-inclusivity. The Developer Payment is in addition to, not instead of, standard, generally-applicable administrative or permit fees required by ordinance for City consideration and approval of development approvals. Nothing herein relieves the Developer from the obligation to remit payment of applicable administrative and permit fees for authorizations sought from the City.

3. Termination.

- (a) Means. This Agreement may be terminated by either party with or without cause upon delivering to the other party written notice of termination. Unless earlier terminated by Developer or the City, this Agreement shall automatically terminate when the City has created the PID and the initial series of PID Bonds have been issued by the entity designated to issue such bonds.

(b) Stop Work. Upon termination of this Agreement for any reason, the City shall take all reasonable steps necessary to terminate the accrual of costs to the Developer.

(c) Refund. Upon termination of this Agreement for any reason, any balance of the Developer Payment and any balance of any additional payment(s) made by Developer under this Agreement that exceed the City's fees, costs and expenses incurred as of termination shall be returned to Developer.

4. Relationship. Nothing in this Agreement creates a relationship between the Developer and the City's Professional Services providers. Furthermore, this Agreement does not grant the Developer access to any privileged or confidential data provided to the City by the City's Professional Services providers.

5. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding Professional Services.

6. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed given upon delivery by a nationally recognized private service (e.g., FedEx or UPS) to the following respective addresses of the parties:

To the City:

City of Bastrop  
Bastrop City Hall  
1311 Chestnut Street  
Bastrop, TX 78602

With a copy to:

Alan Bojorquez  
Bojorquez Law Firm, PC  
11675 Jollyville Rd., Ste 300  
Austin, TX 78759  
Alan@TexasMunicipalLawyers.com

To the Developer:

NEU Community Bastrop LLC  
Attn: Jonathan Jenkins  
505 John Vernon Ln.  
Eules, Texas 76040  
jonathan@nomaadlife.com

With a copy to: Talley J. Williams  
221 W. 6th Street, Ste 1300  
Austin, Texas 78751  
TWilliams@mwswtexas.com

*Signature Page to Follow*

DRAFT

EXECUTED in multiple counterparts, each of which shall constitute an original, to be effective upon the date of execution by both parties.

CITY:

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

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

Name: Paul A. Hofmann

Its: City Manager

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

ATTEST:

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

Ann Franklin, City Secretary

OWNER:

**NEU COMMUNITY BASTROP, LLC,**  
a Texas limited liability company

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

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

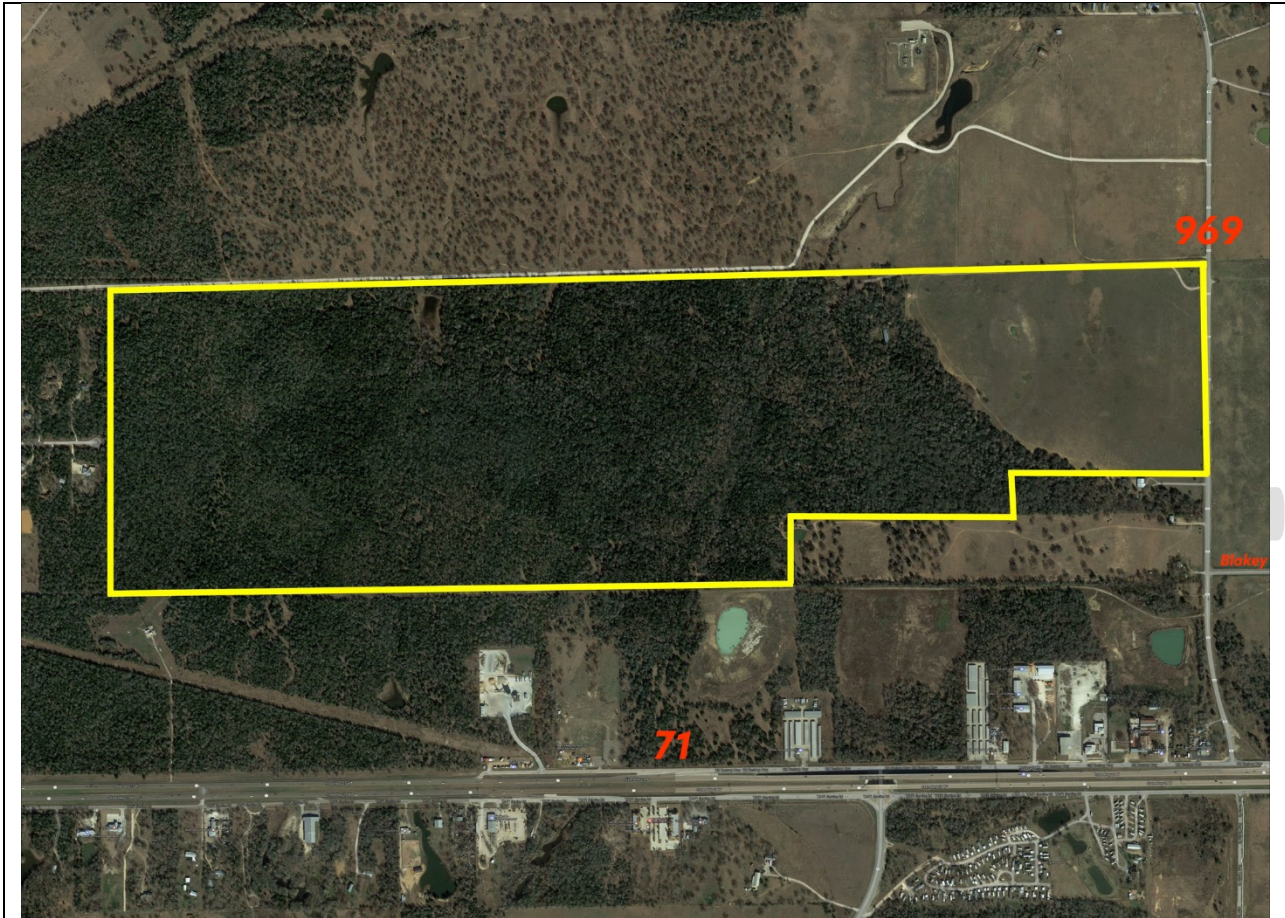
Its: \_\_\_\_\_

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

DRAFT



**EXHIBIT A  
PROPERTY**





# STAFF REPORT

---

**MEETING DATE:** December 8, 2020

**AGENDA ITEM:** 9H

**TITLE:**

Hold public hearing and consider action to approve Resolution No. R-2020-123 of the City Council, of the City of Bastrop, Texas, authorizing the creation of the NEU Community Bastrop Public Improvement District within the City of Bastrop, pursuant to Chapter 372 of the Texas Local Government Code, as shown in Exhibit A, establishing findings of fact, authorizing and directing the publication of notice; and establishing an effective date.

**STAFF REPRESENTATIVES:**

Trey Job, Assistant City Manager of Development Services  
Jennifer C. Bills, Assistant Planning Director

**BACKGROUND/HISTORY:**

On November 10, 2020, City Council received a presentation from Jonathan Jenkins to introduce City Council to the NEU Communities Development proposal for a 410-acre tract adjacent to the city limits to the west of FM 969. Mr. Jenkins also presented Council with a petition to create a Public Improvement District and requested a public hearing to create the PID at the December 8, 2020 meeting so he would be able to close on the property. City Council instructed staff to work with Mr. Jenkins in order to see if an adequate review and recommendation could be provided by December 8.

A Public Improvement District is a special funding district that a city can create under Texas Local Government Code Chapter 372. The statute allows for a city or county to levy a special assessment against properties within the District to pay for improvements to the properties within the District. The city can authorize the creation of the PID, which is managed by a Local Government Corporation with oversight by a board appointed by the City Council. The City authorizes the issuance of the bonds to the LGC, but the debt is paid through a Service and Assessment Plan by the eligible property within the PID. Once a district has been defined and created, the SAP and several other agreements must be in place before any bond debt can be issued.

After the submittal of the petition, the applicant submitted a Memorandum on Intent for the PID (Attachment 1), NEU Bastrop Proposed timeline (Attachment 2), NEU Bastrop Term Sheet (Attachment 3), PID Financial Analysis for the Commercial Annexed into the City Limits (Attachment 4), and PID Financial Analysis for the Mixed Use Residential Not Annexed into the City Limits (Attachment 5) on November 20, 2020.

Per Section 372, in order to establish the PID, the City must hold a public hearing on the advisability of the improvement and makes findings by resolution as to the following:

- 1) the advisability of the improvement;
- 2) the nature of the improvement;
- 3) the estimated cost of the improvement;
- 4) the boundaries of the public improvement district;
- 5) the method of assessment; and
- 6) the apportionment of costs between the district and the municipality or county as a whole.

#### **FINANCIAL ANALYSIS:**

City Staff consulted with the City's financial advisory service, Special Public Finance, Inc., and PID consultant, P3Works, LLC, who are both experienced with reviewing and establishing PIDs. After reviewing the financial analysis and timeline provided by the applicant, they have submitted a memorandum detailing consideration for the City (Attachment 6).

Within the terms of the PID, the applicant is asking for up to \$95,000,000 in financing to build the public improvements allowed by state law. At this time, the developer has not submitted a project cost that specifies what improvements will be covered with the district. This debt will be owned by the PID and managed by the Local Government Corporation with City oversight. However, the City will take on a risk to our ability to issue bonds and future credit rating if the project is slow to produce revenue or is unsuccessful. Ratings consider four areas: the economy, financial performance, debt levels, and management of the city. The City approving a high-risk or unproven development type that struggles may reflect negatively on our reputation when financing future City projects. With this in mind, there are several items that should be studied in more detail before establishing the PID boundaries and terms.

- More information on the details of the project:
  - The project is presented to be self-developed with a unique product type. The commitment of third-party developers provides assurance for potential bond investors. Investors will need more information when choosing if to finance as underwriting may be problematic.
  - The commercial uses may not be able to be included in the assessment.
- Project budget was not included for analysis.
- Marketability of the bonds is a primary concern to the City.
- Proposed timeline has all assessment plans and agreements approved in March and debt issued by April 1, 2021. A four-month timeline to complete all the required analysis and agreements to issue bonds is very fast. A typical PID takes 8-12 months to properly review and market bonds.

The developer has submitted a draft PID Dissolution Agreement (Attachment 7) that they have offered as an option to mitigate the risk to the City. With the agreement in place, if the first issuance of the PID Bonds or a levy of special assessments does not occur by January 1, 2022, the City can take action to dissolve the PID. An executed agreement will need to be submitted in place as a condition of approving the creation of a PID.

### **DEVELOPMENT AGREEMENT:**

Along with the PID Petition, the applicant has submitted a complete Development Agreement application, with all exhibits and required review fee on November 18, 2020. Planning and legal staff responded with the first review comments on November 20, 2020 and received response comments back from the applicant on November 24, 2020. Upon review of the current draft, the Assistant City Manager, Assistant Planning Director, and City Attorney are not prepared to recommend approval of the Development Agreement. The following agenda item contains a detailed review of the outstanding issues and concerns.

### **PLANNING DEPARTMENT RECOMMENDATION:**

After careful review of the submitted documents for the creation of the PID, with taking into account the input of the City's financial advisor, PID consultant, and legal staff, the Planning Director and Assistant Planning Director are recommending to deny the creation of the PID until more information has been submitted and reviewed by Staff.

Considering the six findings of Section 372 of the Texas Local Government Code, staff provides the following:

#### 1) the advisability of the improvement

The creation of PID is not without risk or cost to the City. The future ability to fund City projects and infrastructure, as well as support future financing districts could be put at risk for a developer that does not have a marketable project and proven track record of repayment to investors. The City will also take on cost of oversight and administration of the Local Government Corporation by City Staff. A development should provide a benefit to the City significant enough to offset the risk and cost. With the outstanding items outlined in this report, as well as concerns with the Development Agreement, creating the PID at this time is premature.

#### 2) the nature of the improvement

Planning Staff has outstanding questions and significant concerns about the Concept Plan included in the Development Agreement. Without a better understanding on the development's uses, streets, parkland, and utility infrastructure, we do not have a clear understanding on the nature of the improvements to be funded or how they will be maintained.

#### 3) the estimated cost of the improvement

A project cost was not included with the financial analysis. The terms submitted included a blanket cost not to exceed \$95,000,000.

#### 4) the boundaries of the public improvement district

The boundaries as established for this public hearing are acceptable. The developer is requesting the ability to add an additional 20% to the area of the PID in the future in the Development Agreement.

#### 5) the method of assessment

The commercial uses included need further examination or explanation, as they may not be an allowable assessment, or may be uses that cannot be easily assessed creating marketability issues for the bonds.



- 6) the apportionment of costs between the district and the municipality or county as a whole.

No breakdown of costs that may be incurred by the City over the life of the PID have been presented, however the Terms Sheet states that initial costs will be paid for by the developer or with, PID Bond proceeds and ongoing administrative costs will be paid annually through special assessments.

**FUNDING SOURCE:**

To date, the applicant has paid \$26,506, which covers city staff time, resources, and public notification requirements. To continue with the creation of the PID, creation of the required agreements and studies required to issue bonds, a Professional Service Agreement to cover the costs will be required to cover City costs, per Article 1.14 of the Bastrop Code of Ordinances.

**POLICY EXPLANATION:**

The City of Bastrop does not have an adopted Public Improvement District policy or process, so all requirements default to the requirements of the Texas Local Government Code, Section 372 – Improvement District in Municipalities and Counties

A Public Improvement District (PID) is a special district created by a City or County under the authority of Chapter 372 of the Texas Local Code. The statute allows for a city or county to levy a special assessment against properties within the District to pay for improvements to the properties within the District.

Public improvement projects may include:

- 1) landscaping
- 2) erection of fountains, distinctive lighting, and signs
- 3) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way
- 4) construction or improvement of pedestrian malls
- 5) acquisition and installation of pieces of art
- 6) acquisition, construction, or improvement of libraries
- 7) acquisition, construction, or improvement of off-street parking facilities
- 8) acquisition, construction, improvement, or rerouting of mass transportation facilities
- 9) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements
- 10) the establishment or improvement of parks
- 11) projects similar to those listed in Subdivisions (1)-(10)
- 12) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement
- 13) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement
- 14) payment of expenses incurred in the establishment, administration, and operation of the district
- 15) the development, rehabilitation, or expansion of affordable housing.

**PUBLIC NOTIFICATION:**

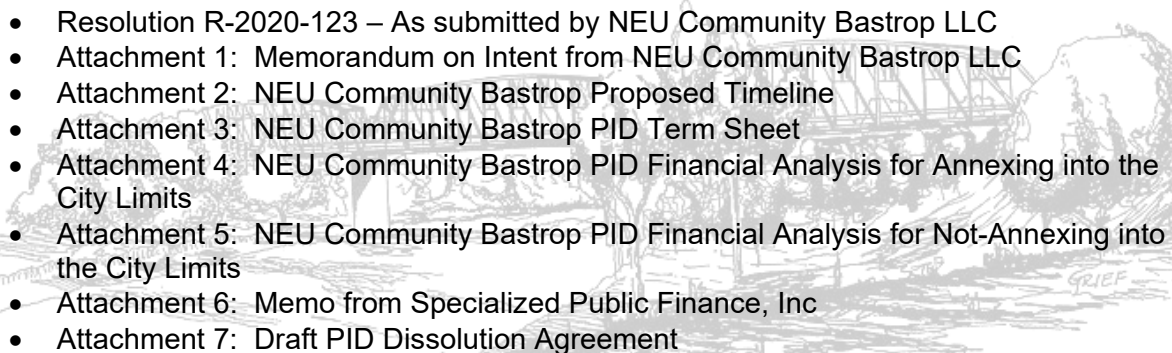
Per the Texas Local Government Code, Section 372.009, a notice of the public hearing was placed in the November 20, 2020 Austin American Statesman and a mailed notice was sent to the one property owner subject to the PID assessment on November 18, 2020. No mailed notice was sent to surrounding property owners, as the City and the Local Government Code has no mailed notice requirements.

At the time of this report, no responses have been received.

**RECOMMENDATION:**

Hold public hearing and consider action to **deny** a Resolution R-2020-123 of the City of Bastrop, Texas, authorizing the creation of the NEU Community Bastrop Public Improvement District within the City of Bastrop, pursuant to Chapter 372 of the Texas Local Government Code, as shown in Exhibit A, establishing findings of fact, authorizing and directing the publication of notice; and establishing an effective date.

**ATTACHMENTS:**

- Resolution R-2020-123 – As submitted by NEU Community Bastrop LLC
  - Attachment 1: Memorandum on Intent from NEU Community Bastrop LLC
  - Attachment 2: NEU Community Bastrop Proposed Timeline
  - Attachment 3: NEU Community Bastrop PID Term Sheet
  - Attachment 4: NEU Community Bastrop PID Financial Analysis for Annexing into the City Limits
  - Attachment 5: NEU Community Bastrop PID Financial Analysis for Not-Annexing into the City Limits
  - Attachment 6: Memo from Specialized Public Finance, Inc
  - Attachment 7: Draft PID Dissolution Agreement
- 

**RESOLUTION NO. R-2020-123**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE CREATION OF THE NEU COMMUNITY BASTROP PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF BASTROP PURSUANT TO CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE, AS SHOWN IN EXHIBIT A, ESTABLISHING FINDINGS OF FACT, AUTHORIZING AND DIRECTING THE PUBLICATION OF NOTICE, AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, on November 10, 2020, David K. Grassel ("**Owner**") submitted, and filed with the City Secretary a petition ("**Petition**") pursuant to Chapter 372 of the Texas Local Government Code ("**Act**") requesting the establishment of the NEU Community Bastrop PID ("**District**"); and

**WHEREAS**, the Petition includes the correct legal description consisting of approximately 410 acres, and was submitted on behalf of the record owners of taxable real property representing more than fifty percent (50%) of the appraised value of the real property liable for assessment (as determined by the most recent certified appraisal roll for Bastrop County) in the proposed District and the record owners of taxable real property that constitute more than 50% of all of the area of all taxable real property that is liable for assessment under the proposal; and

**WHEREAS**, the Petition has been examined, verified, and found to meet the requirements of Section 372.005(b) of the Texas Local Government Code and to be sufficient for consideration by the City Council; and

**WHEREAS**, the City has accepted the Petition; and

**WHEREAS**, after providing all notices required by the Act, the City, on December 8, 2020, conducted a public hearing on the advisability of the improvements and services described in the Petition.

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

**SECTION 1.** The findings set forth in the recitals of this Resolution are hereby found to be true and correct.

**SECTION 2.** Pursuant to the requirements of the Act, the City Council, after considering the Petition and the evidence and testimony presented at the public hearing December 8, 2020, hereby finds and declares:

- (a) Advisability of the Proposed Improvements. It is advisable to create the District to provide the Authorized Improvements, described in the Petition and this Resolution. The Authorized Improvements will promote the interests of the City and will confer a special benefit on the District.
- (b) General Nature of the Improvements. The public improvements for the District (the "**Authorized Improvements**") may consist of one or more of the public improvements included in Section 372.003(b) of the Act. The general nature of the Authorized Improvements are: (i) the establishment of parks and open space,

together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (v) erosion and sediment control features and facilities; (vi) projects similar to those listed in subsection (i) — (v) above; and (vii) payment of costs associated with constructing and financing the public improvements listed in subsections (i) — (vi) above, including costs of establishing, administering and operating the District.

- (c) Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements is \$95,000,000 (including issuance and other financing costs).
- (d) Boundaries. The boundaries of the District are set forth in Exhibit A.
- (e) Proposed Method of Assessment. An assessment methodology will be prepared that will address: (i) how the costs of the Authorized Improvements financed with the assessments are assessed against the property in the District, (ii) the assessments to be collected each year, and (iii) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District). The Service Plan and Assessment Plan for the District, as those plans are defined in Sections 372.013 and 372.014 of the Texas Local Government Code, and which may be combined into a single “**Service and Assessment Plan**”, will show how the costs of the Authorized Improvements are to be assessed to property on the basis of the special benefits accruing to property in the District.

The assessment methodology will result in each parcel paying its fair share of the costs of the Authorized Improvements provided with the assessments based on the special benefits received by the property from the Authorized Improvements and property equally situated paying equal shares of the costs of the Authorized Improvements.

- (f) Apportionment of Cost between the City and the District. Approval and creation of the District will not obligate the City to provide any funds to finance the proposed Authorized Improvements. All of the costs of the proposed Authorized Improvements will be paid by issuance of bonds secured by, or directly by, assessments of the property within the District and from other sources of funds, if any, available to the owner of the Land.
- (g) Management of the District. The District shall be managed by the City. The City may contract with a consultant or third-party administrator, who shall, from time to time, advise the City regarding certain operations of the District.
- (h) Advisory Body. The District shall be currently managed without the creation of an advisory body. The City Council reserves the right to appoint an advisory body in the future.



**SECTION 3.** The NEU Community Bastrop Public Improvement District is hereby authorized and created as a Public Improvement District under the Act in accordance with the findings as to the advisability of the Authorized Improvements contained in this Resolution.

**SECTION 4.** The City's staff is directed to give notice of the authorization for the establishment of the NEU Community Bastrop Public Improvement District by publishing a copy of this Resolution once in a newspaper of general circulation within the City. Such authorization shall take effect and the NEU Community Bastrop Public Improvement District shall be deemed to be established effective upon the publication of such notice. The NEU Community Bastrop Public Improvement District shall exist until dissolved or terminated as provided by law.

**SECTION 5.** This Resolution shall take effect immediately from and after its passage and it is accordingly so resolved.

*[The remainder of this page is intentionally left blank]*

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 8<sup>th</sup> Day of December 2020.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

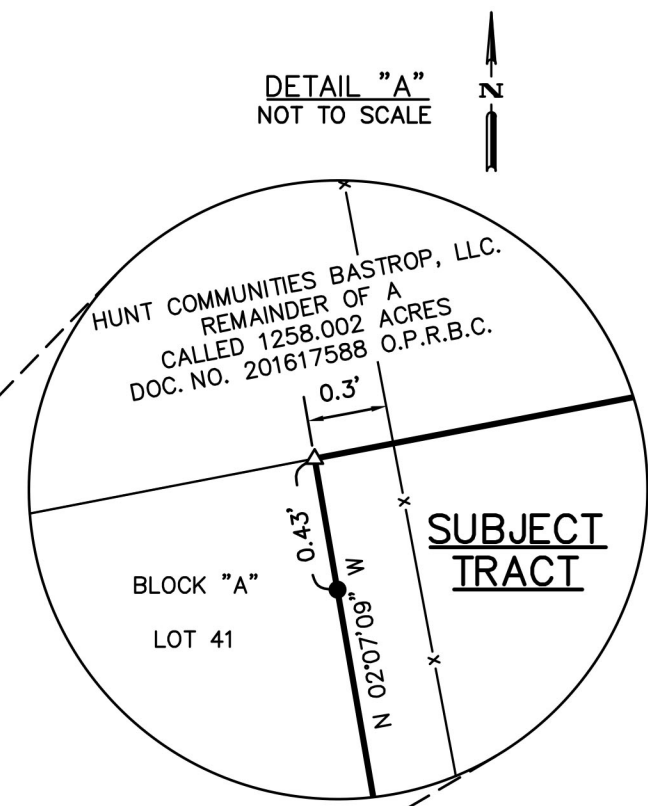
**EXHIBIT A**  
**BOUNDARIES OF THE DISTRICT**



**Exhibit A-1  
PROPERTY (SIGNED SURVEY)**

**LEGEND**

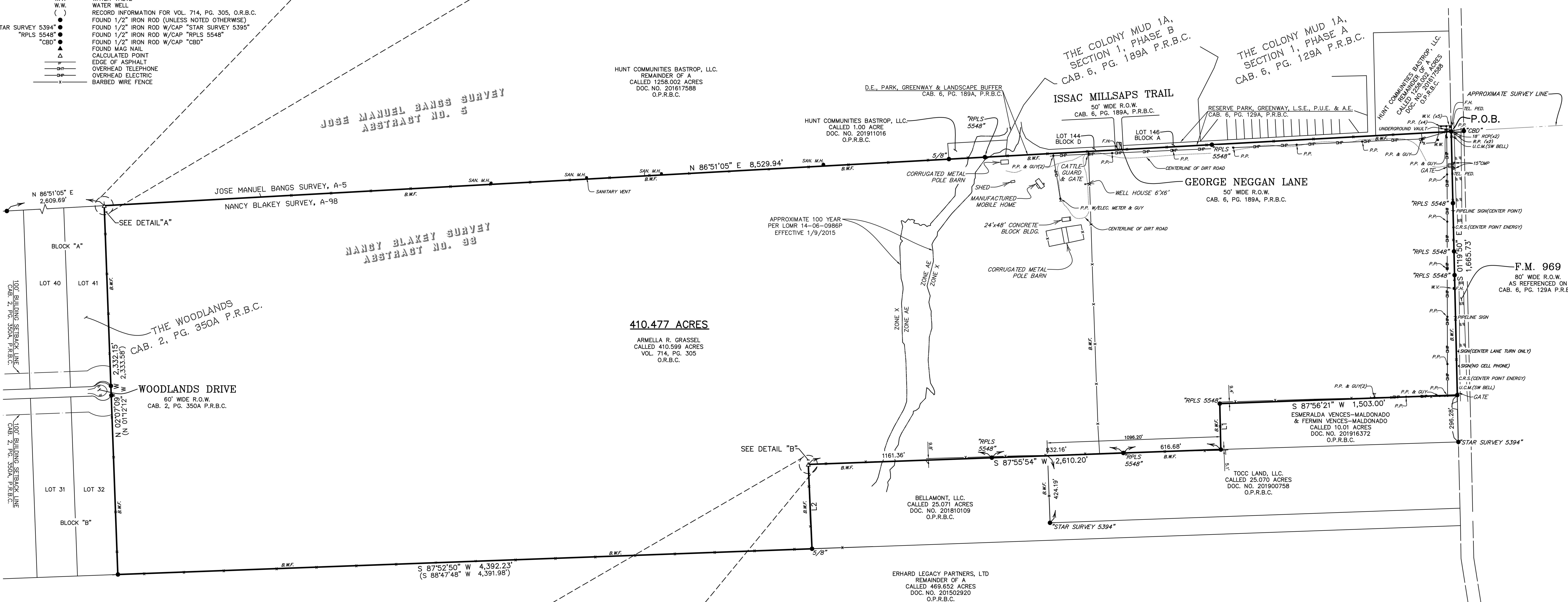
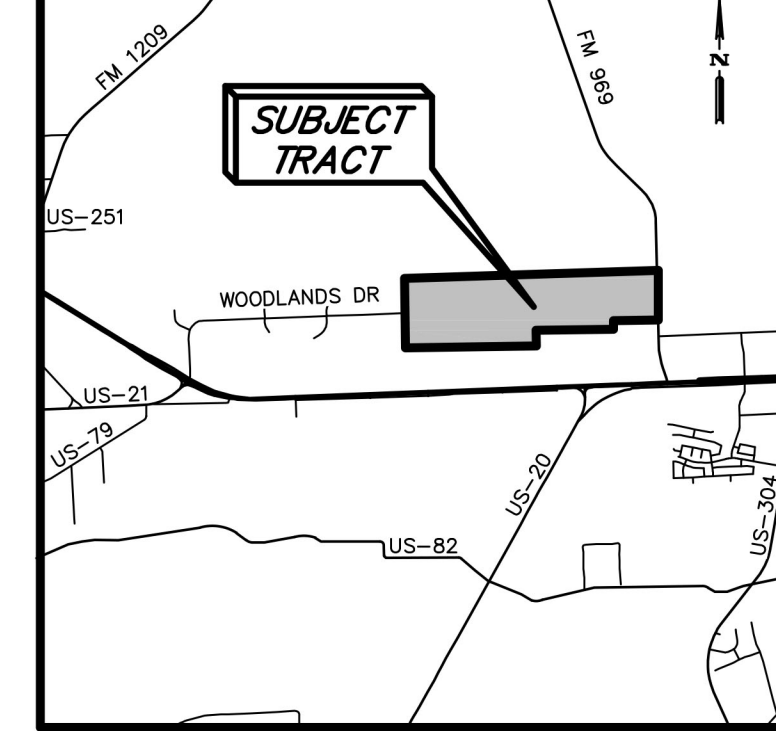
- A.E. AERIAL EASEMENT
- BLDG. BUILDING
- CAB. CABINET
- CMP. CORRUGATED METAL PIPE
- C.R.S. CATHODIC READING STATION
- D.E. DRAINAGE EASEMENT
- DOC. DOCUMENT
- ELEC. ELECTRIC
- F.H. FIRE HYDRANT
- FND. FOUND
- I. IRON
- L.S.E. LANDSCAPE EASEMENT
- M.H. MANHOLE
- NO. NUMBER
- O.P.R.B.C. OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
- O.R.B.C. OFFICIAL RECORDS OF BASTROP COUNTY
- PED. PEDESTAL
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- P.P. POWER POLE
- P.R.B. PLAT RECORDS OF BASTROP COUNTY
- P.U.E. PUBLIC UTILITY EASEMENT
- RCP. REINFORCED CONCRETE PIPE
- R.P. REFLECTOR POST
- R.O.W. RIGHT-OF-WAY
- SAN. SANITARY
- S.E. SEWER EASEMENT
- TEL. TELEPHONE
- U.C.M. UNDERGROUND CABLE MARKER
- VOL. VOLUME
- W.V. WATER VALVE
- W.W. WATER WELL
- ( ) RECORD INFORMATION FOR VOL. 714, PG. 305, O.R.B.C.
- FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
- FOUND 1/2" IRON ROD W/CAP "STAR SURVEY 5395"
- FOUND 1/2" IRON ROD W/CAP "RPLS 5548"
- FOUND 1/2" IRON ROD W/CAP "CBD"
- ▲ FOUND MAG NAIL
- △ CALCULATED POINT
- EDGE OF ASPHALT
- OVERHEAD TELEPHONE
- OVERHEAD ELECTRIC
- BARBED WIRE FENCE



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 01°19'22" E	290.00'
L2	S 02°31'46" E	533.70'



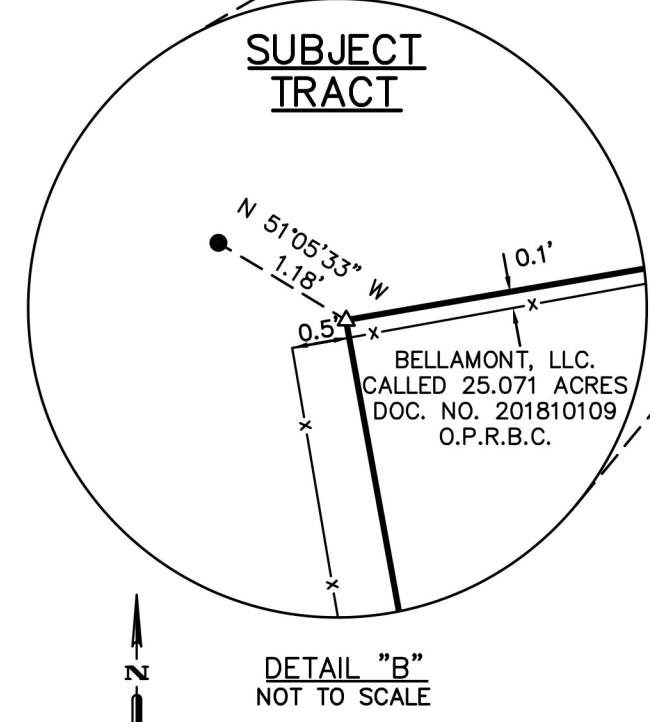
VICINITY MAP  
NOT TO SCALE



**410.477 ACRES**  
ARMELLA R. GRASSEL  
CALLED 410.599 ACRES  
VOL. 714, PG. 305  
O.P.R.B.C.

**GENERAL NOTES**

- BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD 83. DISTANCES SHOWN ARE IN SURFACE VALUES. COMBINED SCALE FACTOR IS 0.99998269.
- MONUMENTATION AS SHOWN.
- THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY UNDER GF NO. 41596, DATED EFFECTIVE AUGUST 17, 2020 AND ISSUED ON SEPTEMBER 15, 2020.
- THE PROPERTY LIES IN ZONE 'X' (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR BASTROP COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48021C0335E AND MAP NUMBER 48021C0335E, BOTH REVISED JANUARY 19, 2006, AND IN ZONE 'AE' (SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT - BASE FLOOD ELEVATIONS DETERMINED), AS DELINEATED ON THE LOMR 14-06-0986P WITH AN EFFECTIVE DATE OF JANUARY 9, 2015. ALL FLOODPLAIN BOUNDARIES SHOWN HEREON ARE APPROXIMATE AND ARE NOT DEPICTED AS A RESULT OF AN ON THE GROUND SURVEY.
- FENCES GENERALLY FOLLOW PROPERTY LINES EXCEPT AS NOTED HEREON.
- CENTERLINE OF DIRT ROAD IS A GRAPHIC REPRESENTATION FROM AERIAL PHOTOGRAMMETRY.
- A METES AND BOUNDS OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SURVEY.



**SCHEDULE B NOTES:**

- AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO LOWER COLORADO RIVER AUTHORITY BY INSTRUMENT RECORDED IN VOLUME 104, PAGE 17, OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT BUT CANNOT BE LOCATED FROM INFORMATION CURRENTLY AVAILABLE.
- A WATER LINE EASEMENT GRANTED TO AQUA WATER SUPPLY CORPORATION BY INSTRUMENT RECORDED IN VOLUME 1637, PAGE 796, OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT BUT CANNOT BE LOCATED FROM INFORMATION CURRENTLY AVAILABLE.
- AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO BLUEBONNET ELECTRIC COOPERATIVE, INC. BY INSTRUMENT RECORDED IN UNDER DOCUMENT NO. 201513514, OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT BUT CANNOT BE LOCATED FROM INFORMATION CURRENTLY AVAILABLE.

TO NEU COMMUNITY BASTROP, LLC., AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY:  
THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II SURVEY. THE FIELD WORK WAS COMPLETED ON NOVEMBER 06, 2020.  
DATE OF PLAT OR MAP: NOVEMBER 20, 2020.

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



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

**LAND TITLE SURVEY OF  
A 410.477 ACRE TRACT OF LAND  
SITUATED IN  
THE NANCY BLAKEY SURVEY  
ABSTRACT NO. 98  
BASTROP COUNTY, TEXAS**

PARTY CHIEF: M.G.	ISSUE DATE: 11/20/2020	SHEET <b>4</b>
TECHNICIAN: O.B.	SCALE: 1"=300'	
R.P.L.S.: D.P.A.	JOB NUMBER: 8299-00	OF <b>4</b>
FIELD BOOK NAME:	70-23-26 & 79-64	

BASE FILE: G:\Projects\NEL\Communities\8225-00-Bastrop\_Prelim\SV\01\_Calc\8299-00\_Bastrop\_NEU-Title-DPA.dwg

**Exhibit A-1  
PROPERTY (SIGNED SURVEY)**



**To: Jonathan Jenkins, NEU Communities**

**From: J. Richard Rosenberg, Managing Principal, DPFG, Inc.**

**Date: November 20, 2020**

**Re: NEU Public Improvement District**

---

As we have discussed, the starting point for the implementation of the planned Public Improvement District (“PID”) for the NEU Bastrop mixed-use master planned community is for the City of Bastrop (“the City”) to formally create the PID. Based on information provided by the City, the public hearing required per the statute for the formation will be set for the December 8, 2020 City Council meeting.

It is critical for all parties to understand that in creating the PID, the City is not providing any financial or legal commitments to NEU at that time but is merely creating a boundary line for the PID. In essence, it is drawing a line on the map indicating that the property in question is now within the boundaries of a PID. No financial or legal obligation occurs until the City or County agree to levy an assessment on the property.

We understand that the City has raised some concerns regarding the proposed PID given that its experience with the Hunters Crossing PID, as formed in 2003, has been, at best, mixed. The Hunters Crossing PID was formed prior to the PID Statute being significantly revised and amended in 2009 in order to clarify prior inconsistencies in the law.

Given that the proposed NEU Bastrop PID will be organized with the intention of having PID Bonds issued, there will be a thorough review by the Texas Attorney General’s Office prior to any bonds being issued which will ensure full compliance with the applicable laws and any errors associated with Hunters Crossing will not be repeated. The significant increase in the use of PIDs (> \$1.1 billion in bonds issued without default) since the amendment to the PID Act in 2009 also should give the City Council more comfort that this process will be implemented properly.

As presently envisioned, the NEU Bastrop development will provide a significant amount of benefits to the City without the City taking on any financial or legal exposure. These benefits include:

- Significant improvements to transportation connectivity through the extension of Blakey and Highway 20.
- Annexation of commercial land uses permits City to receive both property taxes and sales and hotel occupancy use tax revenues with limited demand on City services.
- Non-annexation of significant portions of residential land eliminates the need for the City to provide services (EMS, Fire, Police, Road Maintenance, etc.) to those homes.
- City will be provider of all wastewater and water services and will be the recipient of associated revenues while NEU is responsible for funding the construction of all on-site infrastructure.



Mr. Jonathan Jenkins

November 20, 2020

Page 2

- Non-annexation of significant portions of residential land eliminates the potential conflict of city residents in different parts of the City having differing total property tax related burdens such as exists with Hunter's Crossing.
- The City can be expected to generate significant sales tax revenues from those residents who will be doing their primary shopping within the city limits.
- The City can also be expected to generate significant sales tax revenues from non-residents, including both tourists and workers, who will be utilizing/staffing the commercial and recreational components of the project located within the City limits.
- The project will include a significant and accessible public park at no cost to the City for either construction or maintenance.
- The planned construction of a new indoor recreational facility and indoor pool will provide significant recreational amenities to the public without the City bearing any construction costs.
- The planned Ag Tech incubator facility will create additional economic development opportunities.

If you should have any questions regarding the items discussed in this memorandum, please do not hesitate to contact me.

cc: Talley Williams, MWSW  
Zach Crawford, DPF, Inc.  
Christopher Marlow, DPF, Inc.

**DEVELOPER’S PROPOSED TERMS  
CITY OF BASTROP, TEXAS  
NEU BASTROP PUBLIC IMPROVEMENT DISTRICT  
11/20/20**

The following limitations and performance standards will apply to the proposed NEU Bastrop Public Improvement District (the “PID”) as proposed by affiliates of NEU Bastrop Community LLC (“the Developer”) to the City of Bastrop, Texas (“the City”) in connection with the development of approximately 400 acres as the NEU Bastrop mixed-use development (“the Project”):

**PUBLIC IMPROVEMENT DISTRICT**

**FINANCING CRITERIA**

1. **Maximum Authorized Improvements to be funded by PID bonds (“PID Bonds”) to be issued are estimated to be:** \$95,000,000
2. **Maximum total equivalent tax rate per \$100 of assessed value for annual installment at time special assessments are levied:** \$2.99
3. **Maximum years of capitalized interest:** 2
4. **Maturity of bonds (to extent allowed by law):** 30 years
5. The aggregate principal amount of bonds required to be issued will not exceed an amount sufficient to fund: (i) the actual costs of the qualified public improvements (ii) required reserves and capitalized interest during the period of construction and not more than 12 months after the completion of construction and in no event for a period greater than 3 years from the date of the initial delivery of the bonds and (iii) any costs of issuance. Provided, however that to the extent the law(s) which limit the period of capitalized interest to 12 months after completion of construction change, the foregoing limitation may be adjusted to reflect the law(s) in effect at the time of actual bond issuance.

**MISCELLANEOUS**

1. **No General Obligation or Certificate of Obligation bonds will be utilized by the City to fund the PID.**
  2. **No PID bonds will be issued without the approval by the City of a Service and Assessment Plan (“SAP”) for the PID.**
  3. The PID may seek bond issues either in advance of construction of any Authorized Improvements or as a reimbursement for Authorized Improvements upon completion of the construction of such Authorized Improvements subject to compliance with these standards.
-

4. Special assessments on any given portion of the Project may be adjusted in connection with subsequent PID Bond issues as long as the special assessments are determined in accordance with the SAP. Special assessments on any portion of the Project will bear a direct proportionate relationship to the special benefit of the public improvements to such portion. Scheduled special assessments will not be increased on any lot once conveyed to an end user.
  5. All of the City's reasonable and customary costs with respect to issuance of the PID Bonds and creation of the PID will either be funded by the Developer or paid from PID Bond proceeds. The City and the Developer will agree to a budget for the City's costs, including ongoing PID administrative expenses, in advance of the preparation of bond documents. Ongoing administrative costs of the PID will be paid through the annual installments of the special assessments and will be determined by a competitive bidding process from qualified service providers.
  6. It is agreed that the PID will be exempt from any public bidding or other purchasing and procurement policies per Texas Local Government Code Section 252.022(a)(9) which states that a project is exempt from such policies if "paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements."
  7. It is agreed that the improvements to be funded by the PID are defined as Authorized Improvements under Texas Local Government Code Section 372.003.
  8. It is agreed that all principal landowners funding Authorized Improvements will provide any required continuing disclosure obligations associated with the issuance of PID Bonds as required under the PID Bond indenture or any other regulatory agreement or regulatory agency.
  9. The appraiser preparing the appraisal required in connection with the PID Bonds will be selected by the City in consultation with the Developer and all reasonable fees will be paid by the Developer.
  10. The underwriter for the PID Bonds will be selected by the City and the Developer.
  11. No additional cash deposit, security or surety, beyond the land and any improvements on the land, will be provided by the Developer, or its assignees, in connection with the PID Bonds unless so required by the Underwriter for the PID Bonds.
  12. PID Bonds will be issued by the City upon request by the Developer and approval by the City Council following: receipt of an appraisal, financial analysis, and other professional services and due diligence reasonably necessary to support the request.
  13. This term sheet will remain in place and in force until such time and date that a final Financing Agreement is executed by the City and the Developer.
-



**NEU Bastrop Major Improvement Area (“MIA”) Special Assessment Revenue Bonds  
(City of Bastrop, TX, Series 2021)**

**NEU Bastrop Neighborhood Improvement Area #1 (“NIA #1”) Special Assessment  
Revenue Bonds (City of Bastrop, TX, Series 2021)**

**City of Bastrop, TX City Council Meetings: 2<sup>nd</sup> & 4<sup>th</sup> Tuesday @ 6:30 PM**

**Financing Schedule**

**(preliminary)**

**11/20/20**

<b>DATE</b>	<b>ACTION</b>	<b>DEADLINES/DOCS REQUIRED</b>
<b>11/10/2020</b>	PID Petition Submittal	<ol style="list-style-type: none"> <li>1. PID Petition</li> <li>2. Preliminary Finance Plan</li> <li>3. Term Sheet</li> </ol>
<b>11/20/2020</b>	Publication of Notice of Public Hearing on proposed PID creation	
	Mail Notice of Public Hearing on proposed PID creation to property owners	Not later than 15 days prior to the date of the hearing
<b>12/8/2020</b>	City Council Meeting: <ol style="list-style-type: none"> <li>1. Public Hearing on proposed PID creation</li> <li>2. Resolution approving creation of PID hearing</li> <li>3. PID Dissolution Agreement presented</li> <li>4. Approve Development Agreement</li> <li>5. Approve Professional Services Agreement (\$100,000 developer deposit)</li> </ol>	<b>Docs due</b> <ol style="list-style-type: none"> <li>1. Resolution creating PID</li> <li>2. PID Dissolution Agreement</li> <li>3. Professional Services Agreement</li> </ol>
<b>December - February</b>	Negotiation and finalization of: <ol style="list-style-type: none"> <li>1. PFA<sup>1</sup></li> <li>2. SAP</li> <li>3. Landowner Agreement</li> <li>4. A&amp;R Agreement<sup>2</sup></li> <li>5. MIA PLOM<sup>3</sup></li> <li>6. NIA #1 PLOM</li> </ol>	

<sup>1</sup> “PFA” means the PID Financing Agreement

<sup>2</sup> “A&R Agreement” means the Acquisition and Reimbursement Agreement.

<sup>3</sup> “PLOM” means the Preliminary Limited Offering Memorandum.

	<ul style="list-style-type: none"> <li>7. MIA Bond Indenture</li> <li>8. NIA #1 Bond Indenture</li> <li>9. MIA Bond Ordinance</li> <li>10. NIA #1 Bond Ordinance</li> <li>11. MIA BPA<sup>4</sup></li> <li>12. NIA #1 BPA</li> <li>13. MIA CDA<sup>5</sup></li> <li>14. NIA #1 CDA</li> <li>15. Assessment Roll</li> <li>16. Engage Underwriter</li> <li>17. Engage Appraisal</li> </ul>	
<b>February</b>	Finalize Appraisal	
<b>2/9/2021</b>	Publish notice of City Council's intent to consider SAP/Assessment Roll available for review by the public at City Secretary office	<b>Send notice to newspaper by 1/29/2021</b> (to provide for publication on a day that is at least 10 days prior to the hearing) Tex. Loc. Gov't Code 372.009
<b>2/23/2021</b>	City Council Meeting: Council directs the filing of the Proposed Assessment Roll and sets a hearing for adoption of the Assessment Roll	<b>5 Days before meeting</b> ( <i>this assumes City Policy is that The Council wants packet five days before meeting</i> ): <b>Docs Due</b> Proposed Assessment Roll
	Submission of PFA and SAP to Attorney General for preliminary review	
<b>3/9/2021</b>	City Council Meeting: Ordinance <ul style="list-style-type: none"> <li>1. Approve Preliminary SAP for public availability</li> <li>2. Authorizing distribution of MIA PLOM</li> <li>3. Authorizing distribution of NIA #1 PLOM</li> <li>5. PFA</li> <li>6. Landowner Agreement</li> <li>7. A&amp;R Agreement (attached as exhibit to PFA)</li> </ul>	<b>5 days before meeting</b> ( <i>this assumes City Policy is that the Council wants packet by five days before meeting</i> ): <b>Docs Due</b> <ul style="list-style-type: none"> <li>1. Development Agreement</li> <li>2. PFA</li> <li>3. SAP</li> <li>4. Landowner Agreement</li> <li>5. A&amp;R Agreement</li> </ul>
<b>ASAP after 3/9/2021 Council Meeting</b>	Market MIA & NIA #1 Bonds	
<b>3/23/2021</b>	City Council Meeting Public Hearing: <ul style="list-style-type: none"> <li>1. Adopting SAP</li> </ul>	

<sup>4</sup> "BPA" means the Bond Purchase Agreement

<sup>5</sup> "CDAs" means the Continuing Disclosure Agreement

	<p>2. Approving Assessment Roll</p> <p>Ordinance</p> <ol style="list-style-type: none"> <li>1. Authorizing MIA Bond Sale</li> <li>2. Authorizing NIA #1 Bond Sale</li> <li>3. Approving the: <ol style="list-style-type: none"> <li>a. MIA Indenture</li> <li>b. NIA #1 Indenture</li> <li>c. MIA BPA</li> <li>d. NIA #1 BPA</li> <li>e. MIA CDA</li> <li>f. NIA #1 CDA</li> </ol> </li> </ol>	
<b>March</b>	Submit MIA & NIA #1 Bond Transcript and MIA & NIA #1 Bond Documentation to AG's Office for approval	
<b>4/1/2021</b>	MIA & NIA #1 Bond Closing/Delivery of Funds	

**DRAFT****NEU Bastrop Community LLC****NEU Bastrop - Annexed****Table of Contents****November 20, 2020**

<b>Exhibit</b>	<b>Title</b>	<b>Page No.</b>
A	PID Summary	1
B	Value to Lien Analysis	2
C	AV Assessment Spread	3
D	Ad Valorem Tax Revenues	4
E	Bond Sizing Analysis - NIA 1 Series A	5
F	Bond Sizing Analysis - NIA 1 Series B	6
G	Key Assumptions	7

**Exhibit A**  
**NEU Bastrop Community LLC**  
**NEU Bastrop - Annexed**  
**PID Summary**  
**November 20, 2020**

DRAFT

Values:		
Total Assessed Value	\$	238,000,000
Value to Lien		16.33
Assessments:		
NIA 1 Series A Issuance Date		4/1/2021
NIA 1 Series B Issuance Date		4/1/2023
Term - Series A		30
Term - Series B		28
Series A Bond Interest Rate		4.50%
Series B Bond Interest Rate		4.00%
<b>Gross Bond Proceeds</b>	<b>\$</b>	<b>14,575,000</b>
Reserve Fund	\$	(934,000)
Capitalized Interest	\$	(601,875)
Underwriter's Discount (3.00%)	\$	(437,250)
Cost of Issuance (6.50%)	\$	(947,375)
<b>Net Bond Proceeds</b>	<b>\$</b>	<b>11,654,500</b>
Average Annual Installments:		
First Annual Installment Due		1/31/2022
Equivalent Tax Rates:		
PID Equivalent Tax Rate / \$100 AV	\$	0.43
Total Tax Rate after PID / \$100 AV	\$	2.99

DRAFT

**Exhibit B**  
**NEU Bastrop Community LLC**  
**NEU Bastrop - Annexed**  
**Value to Lien Analysis**  
**November 20, 2020**

<b>Value to Lien</b>		<b>NIA 1 - Series A</b>	<b>NIA 1 - Series B</b>	<b>Life of Project</b>
Gross Bond Proceeds	[1]	\$ 13,375,000	\$ 1,200,000	\$ 14,575,000
<i>Bond Issuance Costs</i>				
Reserve Fund		\$ 847,000	\$ 87,000	\$ 934,000
Capitalized Interest		\$ 601,875	\$ -	\$ 601,875
Underwriter's Discount (3.00%)		\$ 401,250	\$ 36,000	\$ 437,250
Cost of Issuance (6.50%)		\$ 869,375	\$ 78,000	\$ 947,375
	[2]	\$ 2,719,500	\$ 201,000	\$ 2,920,500
<b>Net Proceeds</b>	<b>[3] = [1] - [2]</b>	<b>\$ 10,655,500</b>	<b>\$ 999,000</b>	<b>\$ 11,654,500</b>
As-Is Land Value				-
Improved Land Value		40,058,333		40,058,333
Assessed Value			238,000,000	238,000,000
Less: Prior Bond Issue			(40,125,000)	(40,125,000)
<b>Estimated Valuation at Bond Issue</b>	<b>[4]</b>	<b>\$ 40,058,333</b>	<b>\$ 197,875,000</b>	<b>238,000,000</b>
Total Assessment	[1]	\$ 13,375,000	\$ 1,200,000	14,575,000
<b>Value to Lien</b>	<b>[5] = [4] ÷ [1]</b>	<b>3.00</b>	<b>164.90</b>	<b>16.33</b>

DRAFT

**Exhibit C**  
**NEU Bastrop Community LLC**  
**NEU Bastrop - Annexed**  
**AV Assessment Spread**  
**November 20, 2020**

Lot Type	Lot Size	Units/SF/Acres [a]	Average		Assessed Value		Assessment	Average Annual Installment	Assessment Per Unit/SF/Acres	Annual Installment per Unit	PID Equivalent Tax Rate
			Improved Lot Price [b]	Improved Land Value	per Unit/SF/Acre [a]	Total Assessed Value					
1	AG Tech Incubator Facility	100,000	\$ 11.14	\$ 1,114,387	\$ 74	\$ 7,429,245	\$ 454,963	\$ 32,278	\$ 4.55	\$ 0.32	\$ 0.43
2	AG Tech Office Space	64,000	\$ 18.57	\$ 1,188,679	\$ 124	\$ 7,924,528	\$ 485,294	\$ 34,429	\$ 7.58	\$ 0.54	\$ 0.43
3	AG Tech Farm	150,000	\$ 37.15	\$ 5,571,934	\$ 248	\$ 37,146,226	\$ 2,274,816	\$ 161,388	\$ 15.17	\$ 1.08	\$ 0.43
4	Entertainment Complex	135,000	\$ 15.00	\$ 2,025,000	\$ 100	\$ 13,500,001	\$ 826,733	\$ 58,653	\$ 6.12	\$ 0.43	\$ 0.43
5	Sports Complex	305,000	\$ 9.84	\$ 3,000,000	\$ 66	\$ 20,000,000	\$ 1,224,790	\$ 86,893	\$ 4.02	\$ 0.28	\$ 0.43
6	Ground Floor Commercial/Retail	75,000	\$ 44.67	\$ 3,350,000	\$ 298	\$ 22,333,333	\$ 1,367,682	\$ 97,031	\$ 18.24	\$ 1.29	\$ 0.43
7	Hotel Units	200	\$ 22,333	\$ 4,466,667	\$ 111,667	\$ 22,333,333	\$ 1,367,682	\$ 97,031	\$ 6,838.41	\$ 485.15	\$ 0.43
8	Condo Units	150	\$ 29,778	\$ 4,466,667	\$ 148,889	\$ 22,333,333	\$ 1,367,682	\$ 97,031	\$ 9,117.88	\$ 646.87	\$ 0.43
9	Cabin-Style Units	100	\$ 40,000	\$ 4,000,000	\$ 200,000	\$ 20,000,000	\$ 1,224,790	\$ 86,893	\$ 12,247.90	\$ 868.93	\$ 0.43
10	Corporate Housing	150	\$ 30,000	\$ 4,500,000	\$ 150,000	\$ 22,500,000	\$ 1,377,889	\$ 97,755	\$ 9,185.92	\$ 651.70	\$ 0.43
11	The Woods - Commercial	20	\$ 75,000	\$ 1,500,000	\$ 500,000	\$ 10,000,000	\$ 612,395	\$ 43,447	\$ 30,619.75	\$ 2,172.33	\$ 0.43
12	Solar Farm	50	\$ 45,000	\$ 2,250,000	\$ 300,000	\$ 15,000,000	\$ 918,592	\$ 65,170	\$ 18,371.85	\$ 1,303.40	\$ 0.43
13	NEU School	220,000	\$ 11.93	\$ 2,625,000	\$ 79.55	\$ 17,500,000	\$ 1,071,691	\$ 76,031	\$ 4.87	\$ 0.35	\$ 0.43
<b>Total</b>				<b>\$ 40,058,333</b>		<b>\$ 238,000,000</b>	<b>\$ 14,575,000</b>	<b>\$ 1,034,028</b>			<b>\$ 0.43</b>

## Footnotes:

[a] Per client email on 10/26/20.

[b] Assumes Lot Price is 20.00% of Assessed Value per Unit for residential and 15% of commercial.

DRAFT

**Exhibit D**  
**NEU Bastrop Community LLC**  
**NEU Bastrop - Annexed**  
**Ad Valorem Tax Revenues**  
**November 20, 2020**

Tax Entity	Ad Valorem Tax Rate [a]	Estimated Annual Ad Valorem Revenues [b]
Bastrop County	\$ 0.4583	\$ 1,090,754
City of Bastrop	\$ 0.5794	\$ 1,378,972
Bastrop ISD	\$ 1.3210	\$ 3,143,980
Bastrop County Road	\$ 0.1016	\$ 241,808
Bastrop County ESD #2	\$ 0.0985	\$ 234,478
<b>Total</b>	<b>\$ 2.5588</b>	<b>\$ 6,089,992</b>

## Footnotes:

---

[a] 2020 rates per the Bastrop Central Appraisal District.

[b] Assumes an Estimated Buildout Value of \$238,000,000.





**Exhibit E**  
**NEU Bastrop Community LLC**  
**NEU Bastrop - Annexed**  
**November 20, 2020**  
**Bond Sizing Analysis - NIA 1 Series A**

DRAFT

Sources:

Gross Bond Amount (4.50% Interest Rate) \$ 13,375,000

Uses:

Reserve Fund (Maximum Annual Debt Service) 847,000  
 Capitalized Interest (12 months) 601,875  
 Underwriter Discount/Financial Advisor Fee (3%) 401,250  
 Cost of Issuance (6.50%) 869,375  
 Net Bond Proceeds \$ 10,655,500

PID Equivalent Tax Rate \$ 0.39  
 Average Installment \$ 930,956  
 Minimum Debt Service Coverage 1.00

**Issuance Date: April 1 2021**

Annual Installment Due 1/31	Principal	Interest Rate	Annual Interest Due	Principal + Interest	Administrative Expenses [a]	Additional Interest Reserve [b]	P & I + Admin + Reserves	Capitalized Interest [c]	Reserve Fund Releases	PID Annual Installment
2022	\$ -	4.50%	\$ 601,875	\$ 601,875	\$ 40,000	\$ 66,875	\$ 708,750	\$ 601,875	\$ -	\$ 106,875
2023	225,000	4.50%	601,875	826,875	40,800	66,875	934,550	-	-	934,550
2024	250,000	4.50%	591,750	841,750	41,616	65,750	949,116	-	-	949,116
2025	250,000	4.50%	580,500	830,500	42,448	64,500	937,448	-	-	937,448
2026	275,000	4.50%	569,250	844,250	43,297	63,250	950,797	-	-	950,797
2027	275,000	4.50%	556,875	831,875	44,163	61,875	937,913	-	-	937,913
2028	300,000	4.50%	544,500	844,500	45,046	60,500	950,046	-	-	950,046
2029	300,000	4.50%	531,000	831,000	45,947	59,000	935,947	-	-	935,947
2030	325,000	4.50%	517,500	842,500	46,866	57,500	946,866	-	-	946,866
2031	325,000	4.50%	502,875	827,875	47,804	55,875	931,554	-	-	931,554
2032	350,000	4.50%	488,250	838,250	48,760	54,250	941,260	-	-	941,260
2033	350,000	4.50%	472,500	822,500	49,735	52,500	924,735	-	-	924,735
2034	375,000	4.50%	456,750	831,750	50,730	50,750	933,230	-	-	933,230
2035	400,000	4.50%	439,875	839,875	51,744	48,875	940,494	-	-	940,494
2036	400,000	4.50%	421,875	821,875	52,779	46,875	921,529	-	-	921,529
2037	425,000	4.50%	403,875	828,875	53,835	44,875	927,585	-	-	927,585
2038	450,000	4.50%	384,750	834,750	54,911	42,750	932,411	-	-	932,411
2039	475,000	4.50%	364,500	839,500	56,010	40,500	936,010	-	-	936,010
2040	500,000	4.50%	343,125	843,125	57,130	38,125	938,380	-	-	938,380
2041	525,000	4.50%	320,625	845,625	58,272	35,625	939,522	-	-	939,522
2042	550,000	4.50%	297,000	847,000	59,438	33,000	939,438	-	-	939,438
2043	550,000	4.50%	272,250	822,250	60,627	30,250	913,127	-	-	913,127
2044	575,000	4.50%	247,500	822,500	61,839	27,500	911,839	-	-	911,839
2045	600,000	4.50%	221,625	821,625	63,076	24,625	909,326	-	-	909,326
2046	650,000	4.50%	194,625	844,625	64,337	21,625	930,587	-	-	930,587
2047	675,000	4.50%	165,375	840,375	65,624	18,375	924,374	-	-	924,374
2048	700,000	4.50%	135,000	835,000	66,937	15,000	916,937	-	-	916,937
2049	725,000	4.50%	103,500	828,500	68,275	11,500	908,275	-	-	908,275
2050	775,000	4.50%	70,875	845,875	69,641	7,875	923,391	-	-	923,391
2051	800,000	4.50%	36,000	836,000	71,034	4,000	911,034	-	-	911,034
<b>Totals</b>	<b>\$ 13,375,000</b>	<b>4.50%</b>	<b>\$ 11,437,875</b>	<b>\$ 24,812,875</b>	<b>\$ 1,622,723</b>	<b>\$ 1,270,875</b>	<b>\$ 27,706,473</b>	<b>\$ 601,875</b>	<b>\$ -</b>	<b>\$ 27,104,598</b>

Footnotes:

[a] Preliminary estimate. Assumes Administrative Expenses escalate at 2.00% per year.

[b] Preliminary estimate. Assumes the interest rate used to calculate the assessments is 0.50% higher than the actual interest rate on the bonds to fund interest related to delinquencies and the prepayment of assessments. Unused funds will be applied to the final year's debt service payment and/or credited back to the landowners.

[c] Assumes 12 months capitalized interest.



**Exhibit F**  
**NEU Bastrop Community LLC**  
**NEU Bastrop - Annexed**  
**November 20, 2020**  
**Bond Sizing Analysis - NIA 1 Series B**

DRAFT

Sources:

Gross Bond Amount (4.00% Interest Rate) \$ 1,200,000

Uses:

Reserve Fund (Maximum Annual Debt Service) 87,000  
 Capitalized Interest (0 months) -  
 Underwriter Discount/Financial Advisor Fee (3%) 36,000  
 Cost of Issuance (6.50%) 78,000  
 Net Bond Proceeds \$ 999,000

PID Equivalent Tax Rate \$ 0.04  
 Average Installment \$ 103,072  
 Minimum Debt Service Coverage 1.00

Issuance Date: April 1 2023

Annual Installment Due 1/31	Principal	Interest Rate	Annual Interest Due	Principal + Interest	Administrative Expenses [a]	Additional Interest Reserve [b]	P & I + Admin + Reserves	Capitalized Interest [c]	Reserve Fund Releases	PID Annual Installment
2024	\$ 25,000	4.00%	\$ 48,000	\$ 73,000	\$ 20,000	\$ 6,000	\$ 99,000	\$ -	\$ -	\$ 99,000
2025	25,000	4.00%	47,000	72,000	20,400	5,875	98,275	-	-	98,275
2026	25,000	4.00%	46,000	71,000	20,808	5,750	97,558	-	-	97,558
2027	25,000	4.00%	45,000	70,000	21,224	5,625	96,849	-	-	96,849
2028	25,000	4.00%	44,000	69,000	21,649	5,500	96,149	-	-	96,149
2029	25,000	4.00%	43,000	68,000	22,082	5,375	95,457	-	-	95,457
2030	25,000	4.00%	42,000	67,000	22,523	5,250	94,773	-	-	94,773
2031	25,000	4.00%	41,000	66,000	22,974	5,125	94,099	-	-	94,099
2032	25,000	4.00%	40,000	65,000	23,433	5,000	93,433	-	-	93,433
2033	25,000	4.00%	39,000	64,000	23,902	4,875	92,777	-	-	92,777
2034	25,000	4.00%	38,000	63,000	24,380	4,750	92,130	-	-	92,130
2035	25,000	4.00%	37,000	62,000	24,867	4,625	91,492	-	-	91,492
2036	50,000	4.00%	36,000	86,000	25,365	4,500	115,865	-	-	115,865
2037	50,000	4.00%	34,000	84,000	25,872	4,250	114,122	-	-	114,122
2038	50,000	4.00%	32,000	82,000	26,390	4,000	112,390	-	-	112,390
2039	50,000	4.00%	30,000	80,000	26,917	3,750	110,667	-	-	110,667
2040	50,000	4.00%	28,000	78,000	27,456	3,500	108,956	-	-	108,956
2041	50,000	4.00%	26,000	76,000	28,005	3,250	107,255	-	-	107,255
2042	50,000	4.00%	24,000	74,000	28,565	3,000	105,565	-	-	105,565
2043	50,000	4.00%	22,000	72,000	29,136	2,750	103,886	-	-	103,886
2044	50,000	4.00%	20,000	70,000	29,719	2,500	102,219	-	-	102,219
2045	50,000	4.00%	18,000	68,000	30,313	2,250	100,563	-	-	100,563
2046	50,000	4.00%	16,000	66,000	30,920	2,000	98,920	-	-	98,920
2047	50,000	4.00%	14,000	64,000	31,538	1,750	97,288	-	-	97,288
2048	75,000	4.00%	12,000	87,000	32,169	1,500	120,669	-	-	120,669
2049	75,000	4.00%	9,000	84,000	32,812	1,125	117,937	-	-	117,937
2050	75,000	4.00%	6,000	81,000	33,468	750	115,218	-	-	115,218
2051	75,000	4.00%	3,000	78,000	34,138	375	112,513	-	-	112,513
<b>Totals</b>	<b>\$ 1,200,000</b>	<b>4.00%</b>	<b>\$ 840,000</b>	<b>\$ 2,040,000</b>	<b>\$ 741,024</b>	<b>\$ 105,000</b>	<b>\$ 2,886,024</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,886,024</b>

Footnotes:

[a] Preliminary estimate. Assumes Administrative Expenses escalate at 2.00% per year.

[b] Preliminary estimate. Assumes the interest rate used to calculate the assessments is 0.50% higher than the actual interest rate on the bonds to fund interest related to delinquencies and the prepayment of assessments. Unused funds will be applied to the final year's debt service payment and/or credited back to the landowners.

[c] Assumes 0 months capitalized interest.

**Exhibit G**  
**NEU Bastrop Community LLC**  
**NEU Bastrop - Annexed**  
**Key Assumptions**  
**November 20, 2020**

DRAFT

PID Bond	Assumption	Source
Bond Term - Series A	30	DPFG
Bond Term - Series B	28	DPFG
NIA 1 Series A Issuance Date	4/1/2021	Developer
NIA 1 Series B Issuance Date	4/1/2023	Developer
Capitalized Interest - Series A (Months)	12	DPFG
Capitalized Interest - Series B (Months)	0	DPFG
Interest Rate - Series A	4.50%	DPFG
Interest Rate - Series B	4.00%	DPFG
Cost of Issuance	6.50%	DPFG
Underwriter's Discount	3.00%	DPFG
Debt Service Escalator	0.00%	DPFG
Additional Interest Reserve	0.50%	DPFG
Administrative Expenses Escalator	2.00%	Bastrop
Administrative Expenses - Series A	\$ 40,000	Bastrop
Administrative Expenses - Series B	\$ 20,000	Bastrop
Bond Denomination	\$ 25,000	DPFG

Project Specifics	Assumption	Source
SF AV per Unit	\$ 200,000	Developer
Lot to Home Value % - Commercial	15%	DPFG
Lot to Home Value % - Residential	20.00%	DPFG

**DRAFT****NEU Bastrop Community LLC****NEU Bastrop - Non-Annexed****Table of Contents****November 20, 2020**

<b>Exhibit</b>	<b>Title</b>	<b>Page No.</b>
A	PID Summary	1
B	Value to Lien Analysis	2
C	AV Assessment Spread	3
D	Ad Valorem Tax Revenues	4
E	Bond Sizing Analysis -Master Area	5
F	Bond Sizing Analysis - NIA 1 Series A	6
G	Bond Sizing Analysis - NIA 1 Series B	7
H	Bond Sizing Analysis - NIA 2 Series A	8
I	Bond Sizing Analysis - NIA 2 Series B	9
J	Bond Sizing Analysis - NIA 3 Series A	10
K	Bond Sizing Analysis - NIA 3 Series B	11
L	Homeowner Cost Comparison Summary	12
M	Key Assumptions	13

**Exhibit A**  
**NEU Bastrop Community LLC**  
**NEU Bastrop - Non-Annexed**  
**PID Summary**  
**November 20, 2020**

DRAFT

Lots:	
Lot Type 1 - SF Residential	1,000
Lot Type 2 - Condos	500
<b>Total Lots</b>	<b>1,500</b>
Values:	
Total Assessed Value	\$ 393,423,727
Value to Lien	6.87
Assessments:	
Master Bond Issuance Date	4/1/2021
NIA 1 Series A Issuance Date	4/1/2021
NIA 1 Series B Issuance Date	4/1/2023
NIA 2 Series A Issuance Date	4/1/2023
NIA 2 Series B Issuance Date	4/1/2025
NIA 3 Series A Issuance Date	4/1/2025
NIA 3 Series B Issuance Date	4/1/2027
Term - Series A	30
Term - Series B	28
Master Bond Interest Rate	5.00%
Series A Bond Interest Rate	4.50%
Series B Bond Interest Rate	4.00%
<b>Gross Bond Proceeds</b>	<b>\$ 57,250,000</b>
Reserve Fund	\$ (3,592,125)
Capitalized Interest	\$ (1,337,625)
Underwriter's Discount (3.00%)	\$ (1,717,500)
Cost of Issuance (6.50%)	\$ (3,721,250)
<b>Net Bond Proceeds</b>	<b>\$ 46,881,500</b>
Lot Type 1 - SF Residential Assessment	\$ 42,255,159
Lot Type 2 - Condos Assessment	\$ 14,994,841
Average Annual Installments:	
First Annual Installment Due	1/31/2022
Total Annual Installment	\$ 3,976,881
Lot Type 1 - SF Residential Annual Installment	\$ 2,935
Lot Type 2 - Condos Annual Installment	\$ 2,083
Equivalent Tax Rates:	
PID Equivalent Tax Rate / \$100 AV	\$ 1.01
Total Tax Rate after PID / \$100 AV	\$ 2.99

DRAFT

**Exhibit B**  
**NEU Bastrop Community LLC**  
**NEU Bastrop - Non-Annexed**  
**Value to Lien Analysis**  
**November 20, 2020**

<b>Value to Lien</b>		<b>Master</b>	<b>NIA 1 - Series A</b>	<b>NIA 1 - Series B</b>	<b>NIA 2 - Series A</b>	<b>NIA 2 - Series B</b>	<b>NIA 3 - Series A</b>	<b>NIA 3 - Series B</b>	<b>Life of Project</b>
Gross Bond Proceeds	[1]	\$ 3,500,000	\$ 10,675,000	\$ 13,200,000	\$ 7,225,000	\$ 11,050,000	\$ 4,825,000	\$ 6,775,000	\$ 57,250,000
<i>Bond Issuance Costs</i>									
Reserve Fund		\$ 233,875	\$ 679,250	\$ 806,000	\$ 463,500	\$ 674,000	\$ 314,500	\$ 421,000	\$ 3,592,125
Capitalized Interest		\$ 315,000	\$ 480,375	\$ -	\$ 325,125	\$ -	\$ 217,125	\$ -	\$ 1,337,625
Underwriter's Discount (3.00%)		\$ 105,000	\$ 320,250	\$ 396,000	\$ 216,750	\$ 331,500	\$ 144,750	\$ 203,250	\$ 1,717,500
Cost of Issuance (6.50%)		\$ 227,500	\$ 693,875	\$ 858,000	\$ 469,625	\$ 718,250	\$ 313,625	\$ 440,375	\$ 3,721,250
	[2]	\$ 881,375	\$ 2,173,750	\$ 2,060,000	\$ 1,475,000	\$ 1,723,750	\$ 990,000	\$ 1,064,625	\$ 10,368,500
<b>Net Proceeds</b>	<b>[3] = [1] - [2]</b>	<b>\$ 2,618,625</b>	<b>\$ 8,501,250</b>	<b>\$ 11,140,000</b>	<b>\$ 5,750,000</b>	<b>\$ 9,326,250</b>	<b>\$ 3,835,000</b>	<b>\$ 5,710,375</b>	<b>\$ 46,881,500</b>
As-Is Land Value		10,500,000							
Improved Land Value			32,000,000		28,113,850		18,570,895		
Assessed Value				160,000,000		140,569,250		92,854,477	
Less: Prior Bond Issue				(32,025,000)	(6,412,542)	(28,087,542)	(4,087,458)	(18,562,458)	
<b>Estimated Valuation at Bond Issue</b>	<b>[4]</b>	<b>\$ 10,500,000</b>	<b>\$ 32,000,000</b>	<b>\$ 127,975,000</b>	<b>\$ 21,701,308</b>	<b>\$ 112,481,708</b>	<b>\$ 14,483,437</b>	<b>\$ 74,292,019</b>	<b>393,423,727</b>
Total Assessment	[1]	\$ 3,500,000	\$ 10,675,000	\$ 13,200,000	\$ 7,225,000	\$ 11,050,000	\$ 4,825,000	\$ 6,775,000	57,250,000
<b>Value to Lien</b>	<b>[5] = [4] ÷ [1]</b>	<b>3.00</b>	<b>3.00</b>	<b>9.70</b>	<b>3.00</b>	<b>10.18</b>	<b>3.00</b>	<b>10.97</b>	<b>6.87</b>

DRAFT

**Exhibit C**  
**NEU Bastrop Community LLC**  
**NEU Bastrop - Non-Annexed**  
**AV Assessment Spread**  
**November 20, 2020**

Lot Type	Lot Size	Units [a]	Average Improved Lot Price [b]	Improved Land Value	Assessed Value per Unit [a]	Total Assessed Value	Assessment	Average Annual Installment	Assessment Per Unit	Annual Installment per Unit	PID Equivalent Tax Rate
<b>Phase 1:</b>											
1	SF Residential	400	\$ 55,000	\$ 22,000,000	\$ 275,000	\$ 110,000,000	\$ 16,414,063	\$ 1,108,689	\$ 41,035	\$ 2,772	\$ 1.01
2	Condos	250	\$ 40,000	\$ 10,000,000	\$ 200,000	\$ 50,000,000	\$ 7,460,938	\$ 503,950	\$ 29,844	\$ 2,016	\$ 1.01
<b>Phase 1 Total</b>		<b>650</b>	<b>\$ 49,231</b>	<b>\$ 32,000,000</b>	<b>\$ 246,154</b>	<b>\$ 160,000,000</b>	<b>\$ 23,875,000</b>	<b>\$ 1,612,639</b>	<b>\$ 36,731</b>	<b>\$ 2,481</b>	<b>\$ 1.01</b>
<b>Phase 2:</b>											
1	SF Residential	300	\$ 58,350	\$ 17,504,850	\$ 291,748	\$ 87,524,250	\$ 12,691,129	\$ 886,985	\$ 42,304	\$ 2,957	\$ 1.01
2	Condos	250	\$ 42,436	\$ 10,609,000	\$ 212,180	\$ 53,045,000	\$ 7,691,593	\$ 537,567	\$ 30,766	\$ 2,150	\$ 1.01
<b>Phase 2 Total</b>		<b>550</b>	<b>\$ 51,116</b>	<b>\$ 28,113,850</b>	<b>\$ 255,580</b>	<b>\$ 140,569,250</b>	<b>\$ 20,382,722</b>	<b>\$ 1,424,552</b>	<b>\$ 37,059</b>	<b>\$ 2,590</b>	<b>\$ 1.01</b>
<b>Phase 3:</b>											
1	SF Residential	300	\$ 61,903	\$ 18,570,895	\$ 309,515	\$ 92,854,477	\$ 12,992,278	\$ 939,691	\$ 43,308	\$ 3,132	\$ 1.01
<b>Phase 3 Total</b>		<b>300</b>	<b>\$ 61,903</b>	<b>\$ 18,570,895</b>	<b>\$ 309,515</b>	<b>\$ 92,854,477</b>	<b>\$ 12,992,278</b>	<b>\$ 939,691</b>	<b>\$ 43,308</b>	<b>\$ 3,132</b>	<b>\$ 1.01</b>
<b>Project Total:</b>											
1	SF Residential	1,000	\$ 58,076	\$ 58,075,745	\$ 290,379	\$ 290,378,727	\$ 42,255,159	\$ 2,935,262	\$ 42,255	\$ 2,935	\$ 1.01
2	Condos	500	\$ 41,218	\$ 20,609,000	\$ 206,090	\$ 103,045,000	\$ 14,994,841	\$ 1,041,619	\$ 29,990	\$ 2,083	\$ 1.01
<b>Grand Total</b>		<b>1,500</b>	<b>\$ 52,456</b>	<b>\$ 78,684,745</b>	<b>\$ 262,282</b>	<b>\$ 393,423,727</b>	<b>\$ 57,250,000</b>	<b>\$ 3,976,881</b>	<b>\$ 38,167</b>	<b>\$ 2,651</b>	<b>\$ 1.01</b>

## Footnotes:

[a] Per client email on 10/26/20.

[b] Assumes Lot Price is 20.00% of Assessed Value per Unit.

DRAFT

**Exhibit D**  
**NEU Bastrop Community LLC**  
**NEU Bastrop - Non-Annexed**  
**Ad Valorem Tax Revenues**  
**November 20, 2020**

Tax Entity	Ad Valorem Tax Rate [a]	Estimated Annual Ad Valorem Revenues [b]	
Bastrop County	\$ 0.4583	\$	1,803,061
Bastrop ISD	\$ 1.3210	\$	5,197,127
Bastrop County Road	\$ 0.1016	\$	399,719
Bastrop County ESD #1	\$ 0.1000	\$	393,424
<b>Total</b>	<b>\$ 1.9809</b>	<b>\$</b>	<b>7,793,331</b>

## Footnotes:

---

[a] 2020 rates per the Bastrop Central Appraisal District.

[b] Assumes an Estimated Buildout Value of \$393,423,727.





**Exhibit E**  
**NEU Bastrop Community LLC**  
**NEU Bastrop - Non-Annexed**  
**November 20, 2020**  
**Bond Sizing Analysis -Master Area**

DRAFT

**Sources:**

Gross Bond Amount (4.50% Interest Rate) \$ 3,500,000

**Uses:**

Reserve Fund (Maximum Annual Debt Service)	233,875		
Capitalized Interest (24 months)	315,000		
Underwriter Discount/Financial Advisor Fee (3%)	105,000	PID Equivalent Tax Rate \$	0.12
Cost of Issuance (6.50%)	227,500	Average Installment \$	287,301
Net Bond Proceeds	<u>\$ 2,618,625</u>	Minimum Debt Service Coverage	1.00

**Issuance Date: April 1 2021**

Annual Installment Due 1/31	Principal	Interest Rate	Annual Interest Due	Principal + Interest	Administrative Expenses [a]	Additional Interest Reserve [b]	P & I + Admin + Reserves	Capitalized Interest [c]	Reserve Fund Releases	PID Annual Installment
2022	\$ -	4.50%	\$ 157,500	\$ 157,500	\$ 40,000	\$ 17,500	\$ 215,000	\$ 157,500	\$ -	\$ 57,500
2023	-	4.50%	157,500	157,500	40,800	17,500	215,800	157,500	-	58,300
2024	75,000	4.50%	157,500	232,500	41,616	17,500	291,616	-	-	291,616
2025	75,000	4.50%	154,125	229,125	42,448	17,125	288,698	-	-	288,698
2026	75,000	4.50%	150,750	225,750	43,297	16,750	285,797	-	-	285,797
2027	75,000	4.50%	147,375	222,375	44,163	16,375	282,913	-	-	282,913
2028	75,000	4.50%	144,000	219,000	45,046	16,000	280,046	-	-	280,046
2029	75,000	4.50%	140,625	215,625	45,947	15,625	277,197	-	-	277,197
2030	75,000	4.50%	137,250	212,250	46,866	15,250	274,366	-	-	274,366
2031	100,000	4.50%	133,875	233,875	47,804	14,875	296,554	-	-	296,554
2032	100,000	4.50%	129,375	229,375	48,760	14,375	292,510	-	-	292,510
2033	100,000	4.50%	124,875	224,875	49,735	13,875	288,485	-	-	288,485
2034	100,000	4.50%	120,375	220,375	50,730	13,375	284,480	-	-	284,480
2035	100,000	4.50%	115,875	215,875	51,744	12,875	280,494	-	-	280,494
2036	100,000	4.50%	111,375	211,375	52,779	12,375	276,529	-	-	276,529
2037	125,000	4.50%	106,875	231,875	53,835	11,875	297,585	-	-	297,585
2038	125,000	4.50%	101,250	226,250	54,911	11,250	292,411	-	-	292,411
2039	125,000	4.50%	95,625	220,625	56,010	10,625	287,260	-	-	287,260
2040	125,000	4.50%	90,000	215,000	57,130	10,000	282,130	-	-	282,130
2041	125,000	4.50%	84,375	209,375	58,272	9,375	277,022	-	-	277,022
2042	150,000	4.50%	78,750	228,750	59,438	8,750	296,938	-	-	296,938
2043	150,000	4.50%	72,000	222,000	60,627	8,000	290,627	-	-	290,627
2044	150,000	4.50%	65,250	215,250	61,839	7,250	284,339	-	-	284,339
2045	175,000	4.50%	58,500	233,500	63,076	6,500	303,076	-	-	303,076
2046	175,000	4.50%	50,625	225,625	64,337	5,625	295,587	-	-	295,587
2047	175,000	4.50%	42,750	217,750	65,624	4,750	288,124	-	-	288,124
2048	175,000	4.50%	34,875	209,875	66,937	3,875	280,687	-	-	280,687
2049	200,000	4.50%	27,000	227,000	68,275	3,000	298,275	-	-	298,275
2050	200,000	4.50%	18,000	218,000	69,641	2,000	289,641	-	-	289,641
2051	200,000	4.50%	9,000	209,000	71,034	1,000	281,034	-	-	281,034
<b>Totals</b>	<b>\$ 3,500,000</b>	<b>4.50%</b>	<b>\$ 3,017,250</b>	<b>\$ 6,517,250</b>	<b>\$ 1,622,723</b>	<b>\$ 335,250</b>	<b>\$ 8,475,223</b>	<b>\$ 315,000</b>	<b>\$ -</b>	<b>\$ 8,160,223</b>

**Footnotes:**

[a] Preliminary estimate. Assumes Administrative Expenses escalate at 2.00% per year.

[b] Preliminary estimate. Assumes the interest rate used to calculate the assessments is 0.50% higher than the actual interest rate on the bonds to fund interest related to delinquencies and the prepayment of assessments. Unused funds will be applied to the final year's debt service payment and/or credited back to the landowners.

[c] Assumes 24 months capitalized interest.



**Exhibit F**  
**NEU Bastrop Community LLC**  
**NEU Bastrop - Non-Annexed**  
**November 20, 2020**  
**Bond Sizing Analysis - NIA 1 Series A**

DRAFT

Sources:

Gross Bond Amount (4.50% Interest Rate) \$ 10,675,000

Uses:

Reserve Fund (Maximum Annual Debt Service) 679,250  
 Capitalized Interest (12 months) 480,375  
 Underwriter Discount/Financial Advisor Fee (3%) 320,250  
 Cost of Issuance (6.50%) 693,875  
 Net Bond Proceeds \$ 8,501,250

PID Equivalent Tax Rate \$ 0.47  
 Average Installment \$ 754,103  
 Minimum Debt Service Coverage 1.00

**Issuance Date: April 1 2021**

Annual Installment Due 1/31	Principal	Interest Rate	Annual Interest Due	Principal + Interest	Administrative Expenses [a]	Additional Interest Reserve [b]	P & I + Admin + Reserves	Capitalized Interest [c]	Reserve Fund Releases	PID Annual Installment
2022	\$ -	4.50%	\$ 480,375	\$ 480,375	\$ 40,000	\$ 53,375	\$ 573,750	\$ 480,375	\$ -	\$ 93,375
2023	175,000	4.50%	480,375	655,375	40,800	53,375	749,550	-	-	749,550
2024	200,000	4.50%	472,500	672,500	41,616	52,500	766,616	-	-	766,616
2025	200,000	4.50%	463,500	663,500	42,448	51,500	757,448	-	-	757,448
2026	200,000	4.50%	454,500	654,500	43,297	50,500	748,297	-	-	748,297
2027	225,000	4.50%	445,500	670,500	44,163	49,500	764,163	-	-	764,163
2028	225,000	4.50%	435,375	660,375	45,046	48,375	753,796	-	-	753,796
2029	250,000	4.50%	425,250	675,250	45,947	47,250	768,447	-	-	768,447
2030	250,000	4.50%	414,000	664,000	46,866	46,000	756,866	-	-	756,866
2031	275,000	4.50%	402,750	677,750	47,804	44,750	770,304	-	-	770,304
2032	275,000	4.50%	390,375	665,375	48,760	43,375	757,510	-	-	757,510
2033	300,000	4.50%	378,000	678,000	49,735	42,000	769,735	-	-	769,735
2034	300,000	4.50%	364,500	664,500	50,730	40,500	755,730	-	-	755,730
2035	325,000	4.50%	351,000	676,000	51,744	39,000	766,744	-	-	766,744
2036	325,000	4.50%	336,375	661,375	52,779	37,375	751,529	-	-	751,529
2037	350,000	4.50%	321,750	671,750	53,835	35,750	761,335	-	-	761,335
2038	350,000	4.50%	306,000	656,000	54,911	34,000	744,911	-	-	744,911
2039	375,000	4.50%	290,250	665,250	56,010	32,250	753,510	-	-	753,510
2040	400,000	4.50%	273,375	673,375	57,130	30,375	760,880	-	-	760,880
2041	400,000	4.50%	255,375	655,375	58,272	28,375	742,022	-	-	742,022
2042	425,000	4.50%	237,375	662,375	59,438	26,375	748,188	-	-	748,188
2043	450,000	4.50%	218,250	668,250	60,627	24,250	753,127	-	-	753,127
2044	475,000	4.50%	198,000	673,000	61,839	22,000	756,839	-	-	756,839
2045	500,000	4.50%	176,625	676,625	63,076	19,625	759,326	-	-	759,326
2046	525,000	4.50%	154,125	679,125	64,337	17,125	760,587	-	-	760,587
2047	525,000	4.50%	130,500	655,500	65,624	14,500	735,624	-	-	735,624
2048	550,000	4.50%	106,875	656,875	66,937	11,875	735,687	-	-	735,687
2049	575,000	4.50%	82,125	657,125	68,275	9,125	734,525	-	-	734,525
2050	600,000	4.50%	56,250	656,250	69,641	6,250	732,141	-	-	732,141
2051	650,000	4.50%	29,250	679,250	71,034	3,250	753,534	-	-	753,534
<b>Totals</b>	<b>\$ 10,675,000</b>	<b>4.50%</b>	<b>\$ 9,130,500</b>	<b>\$ 19,805,500</b>	<b>\$ 1,622,723</b>	<b>\$ 1,014,500</b>	<b>\$ 22,442,723</b>	<b>\$ 480,375</b>	<b>\$ -</b>	<b>\$ 21,962,348</b>

Footnotes:

[a] Preliminary estimate. Assumes Administrative Expenses escalate at 2.00% per year.

[b] Preliminary estimate. Assumes the interest rate used to calculate the assessments is 0.50% higher than the actual interest rate on the bonds to fund interest related to delinquencies and the prepayment of assessments. Unused funds will be applied to the final year's debt service payment and/or credited back to the landowners.

[c] Assumes 12 months capitalized interest.



**Exhibit G**  
**NEU Bastrop Community LLC**  
**NEU Bastrop - Non-Annexed**  
**November 20, 2020**  
**Bond Sizing Analysis - NIA 1 Series B**

DRAFT

Sources:

Gross Bond Amount (4.00% Interest Rate) \$ 13,200,000

Uses:

Reserve Fund (Maximum Annual Debt Service) 806,000  
 Capitalized Interest (0 months) -  
 Underwriter Discount/Financial Advisor Fee (3%) 396,000  
 Cost of Issuance (6.50%) 858,000  
 Net Bond Proceeds \$ 11,140,000

PID Equivalent Tax Rate \$ 0.54  
 Average Installment \$ 858,537  
 Minimum Debt Service Coverage 1.00

Issuance Date: April 1 2023

Annual Installment Due 1/31	Principal	Interest Rate	Annual Interest Due	Principal + Interest	Administrative Expenses [a]	Additional Interest Reserve [b]	P & I + Admin + Reserves	Capitalized Interest [c]	Reserve Fund Releases	PID Annual Installment
2024	\$ 275,000	4.00%	\$ 528,000	\$ 803,000	\$ 20,000	\$ 66,000	\$ 889,000	\$ -	\$ -	\$ 889,000
2025	275,000	4.00%	517,000	792,000	20,400	64,625	877,025	-	-	877,025
2026	275,000	4.00%	506,000	781,000	20,808	63,250	865,058	-	-	865,058
2027	300,000	4.00%	495,000	795,000	21,224	61,875	878,099	-	-	878,099
2028	300,000	4.00%	483,000	783,000	21,649	60,375	865,024	-	-	865,024
2029	325,000	4.00%	471,000	796,000	22,082	58,875	876,957	-	-	876,957
2030	325,000	4.00%	458,000	783,000	22,523	57,250	862,773	-	-	862,773
2031	350,000	4.00%	445,000	795,000	22,974	55,625	873,599	-	-	873,599
2032	375,000	4.00%	431,000	806,000	23,433	53,875	883,308	-	-	883,308
2033	375,000	4.00%	416,000	791,000	23,902	52,000	866,902	-	-	866,902
2034	400,000	4.00%	401,000	801,000	24,380	50,125	875,505	-	-	875,505
2035	400,000	4.00%	385,000	785,000	24,867	48,125	857,992	-	-	857,992
2036	425,000	4.00%	369,000	794,000	25,365	46,125	865,490	-	-	865,490
2037	450,000	4.00%	352,000	802,000	25,872	44,000	871,872	-	-	871,872
2038	450,000	4.00%	334,000	784,000	26,390	41,750	852,140	-	-	852,140
2039	475,000	4.00%	316,000	791,000	26,917	39,500	857,417	-	-	857,417
2040	500,000	4.00%	297,000	797,000	27,456	37,125	861,581	-	-	861,581
2041	525,000	4.00%	277,000	802,000	28,005	34,625	864,630	-	-	864,630
2042	525,000	4.00%	256,000	781,000	28,565	32,000	841,565	-	-	841,565
2043	550,000	4.00%	235,000	785,000	29,136	29,375	843,511	-	-	843,511
2044	575,000	4.00%	213,000	788,000	29,719	26,625	844,344	-	-	844,344
2045	600,000	4.00%	190,000	790,000	30,313	23,750	844,063	-	-	844,063
2046	625,000	4.00%	166,000	791,000	30,920	20,750	842,670	-	-	842,670
2047	650,000	4.00%	141,000	791,000	31,538	17,625	840,163	-	-	840,163
2048	675,000	4.00%	115,000	790,000	32,169	14,375	836,544	-	-	836,544
2049	700,000	4.00%	88,000	788,000	32,812	11,000	831,812	-	-	831,812
2050	725,000	4.00%	60,000	785,000	33,468	7,500	825,968	-	-	825,968
2051	775,000	4.00%	31,000	806,000	34,138	3,875	844,013	-	-	844,013
<b>Totals</b>	<b>\$ 13,200,000</b>	<b>4.00%</b>	<b>\$ 8,976,000</b>	<b>\$ 22,176,000</b>	<b>\$ 741,024</b>	<b>\$ 1,122,000</b>	<b>\$ 24,039,024</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 24,039,024</b>

Footnotes:

- [a] Preliminary estimate. Assumes Administrative Expenses escalate at 2.00% per year.
- [b] Preliminary estimate. Assumes the interest rate used to calculate the assessments is 0.50% higher than the actual interest rate on the bonds to fund interest related to delinquencies and the prepayment of assessments. Unused funds will be applied to the final year's debt service payment and/or credited back to the landowners.
- [c] Assumes 0 months capitalized interest.



**Exhibit H**  
**NEU Bastrop Community LLC**  
**NEU Bastrop - Non-Annexed**  
**November 20, 2020**  
**Bond Sizing Analysis - NIA 2 Series A**

DRAFT

Sources:

Gross Bond Amount (4.50% Interest Rate) \$ 7,225,000

Uses:

Reserve Fund (Maximum Annual Debt Service) 463,500  
 Capitalized Interest (12 months) 325,125  
 Underwriter Discount/Financial Advisor Fee (3%) 216,750  
 Cost of Issuance (6.50%) 469,625  
 Net Bond Proceeds \$ 5,750,000

PID Equivalent Tax Rate \$ 0.38  
 Average Installment \$ 528,327  
 Minimum Debt Service Coverage 1.00

Issuance Date: April 1 2023

Annual Installment Due 1/31	Principal	Interest Rate	Annual Interest Due	Principal + Interest	Administrative Expenses [a]	Additional Interest Reserve [b]	P & I + Admin + Reserves	Capitalized Interest [c]	Reserve Fund Releases	PID Annual Installment
2024	\$ -	4.50%	\$ 325,125	\$ 325,125	\$ 40,000	\$ 36,125	\$ 401,250	\$ 325,125	\$ -	\$ 76,125
2025	125,000	4.50%	325,125	450,125	40,800	36,125	527,050	-	-	527,050
2026	125,000	4.50%	319,500	444,500	41,616	35,500	521,616	-	-	521,616
2027	125,000	4.50%	313,875	438,875	42,448	34,875	516,198	-	-	516,198
2028	150,000	4.50%	308,250	458,250	43,297	34,250	535,797	-	-	535,797
2029	150,000	4.50%	301,500	451,500	44,163	33,500	529,163	-	-	529,163
2030	150,000	4.50%	294,750	444,750	45,046	32,750	522,546	-	-	522,546
2031	175,000	4.50%	288,000	463,000	45,947	32,000	540,947	-	-	540,947
2032	175,000	4.50%	280,125	455,125	46,866	31,125	533,116	-	-	533,116
2033	175,000	4.50%	272,250	447,250	47,804	30,250	525,304	-	-	525,304
2034	175,000	4.50%	264,375	439,375	48,760	29,375	517,510	-	-	517,510
2035	200,000	4.50%	256,500	456,500	49,735	28,500	534,735	-	-	534,735
2036	200,000	4.50%	247,500	447,500	50,730	27,500	525,730	-	-	525,730
2037	225,000	4.50%	238,500	463,500	51,744	26,500	541,744	-	-	541,744
2038	225,000	4.50%	228,375	453,375	52,779	25,375	531,529	-	-	531,529
2039	225,000	4.50%	218,250	443,250	53,835	24,250	521,335	-	-	521,335
2040	250,000	4.50%	208,125	458,125	54,911	23,125	536,161	-	-	536,161
2041	250,000	4.50%	196,875	446,875	56,010	21,875	524,760	-	-	524,760
2042	275,000	4.50%	185,625	460,625	57,130	20,625	538,380	-	-	538,380
2043	275,000	4.50%	173,250	448,250	58,272	19,250	525,772	-	-	525,772
2044	300,000	4.50%	160,875	460,875	59,438	17,875	538,188	-	-	538,188
2045	300,000	4.50%	147,375	447,375	60,627	16,375	524,377	-	-	524,377
2046	325,000	4.50%	133,875	458,875	61,839	14,875	535,589	-	-	535,589
2047	325,000	4.50%	119,250	444,250	63,076	13,250	520,576	-	-	520,576
2048	350,000	4.50%	104,625	454,625	64,337	11,625	530,587	-	-	530,587
2049	350,000	4.50%	88,875	438,875	65,624	9,875	514,374	-	-	514,374
2050	375,000	4.50%	73,125	448,125	66,937	8,125	523,187	-	-	523,187
2051	400,000	4.50%	56,250	456,250	68,275	6,250	530,775	-	-	530,775
2052	425,000	4.50%	38,250	463,250	69,641	4,250	537,141	-	-	537,141
2053	425,000	4.50%	19,125	444,125	71,034	2,125	517,284	-	-	517,284
<b>Totals</b>	<b>\$ 7,225,000</b>	<b>4.50%</b>	<b>\$ 6,187,500</b>	<b>\$ 13,412,500</b>	<b>\$ 1,622,723</b>	<b>\$ 687,500</b>	<b>\$ 15,722,723</b>	<b>\$ 325,125</b>	<b>\$ -</b>	<b>\$ 15,397,598</b>

Footnotes:

[a] Preliminary estimate. Assumes Administrative Expenses escalate at 2.00% per year.

[b] Preliminary estimate. Assumes the interest rate used to calculate the assessments is 0.50% higher than the actual interest rate on the bonds to fund interest related to delinquencies and the prepayment of assessments. Unused funds will be applied to the final year's debt service payment and/or credited back to the landowners.

[c] Assumes 12 months capitalized interest.



**Exhibit I**  
**NEU Bastrop Community LLC**  
**NEU Bastrop - Non-Annexed**  
**November 20, 2020**  
**Bond Sizing Analysis - NIA 2 Series B**

DRAFT

Sources:

Gross Bond Amount (4.00% Interest Rate) \$ 11,050,000

Uses:

Reserve Fund (Maximum Annual Debt Service) 674,000  
 Capitalized Interest (0 months) -  
 Underwriter Discount/Financial Advisor Fee (3%) 331,500  
 Cost of Issuance (6.50%) 718,250  
 Net Bond Proceeds \$ 9,326,250

PID Equivalent Tax Rate \$ 0.51  
 Average Installment \$ 723,211  
 Minimum Debt Service Coverage 1.00

Issuance Date: April 1 2025

Annual Installment Due 1/31	Principal	Interest Rate	Annual Interest Due	Principal + Interest	Administrative Expenses [a]	Additional Interest Reserve [b]	P & I + Admin + Reserves	Capitalized Interest [c]	Reserve Fund Releases	PID Annual Installment
2026	\$ 225,000	4.00%	\$ 442,000	\$ 667,000	\$ 20,000	\$ 55,250	\$ 742,250	\$ -	\$ -	\$ 742,250
2027	225,000	4.00%	433,000	658,000	20,400	54,125	732,525	-	-	732,525
2028	225,000	4.00%	424,000	649,000	20,808	53,000	722,808	-	-	722,808
2029	250,000	4.00%	415,000	665,000	21,224	51,875	738,099	-	-	738,099
2030	250,000	4.00%	405,000	655,000	21,649	50,625	727,274	-	-	727,274
2031	275,000	4.00%	395,000	670,000	22,082	49,375	741,457	-	-	741,457
2032	275,000	4.00%	384,000	659,000	22,523	48,000	729,523	-	-	729,523
2033	300,000	4.00%	373,000	673,000	22,974	46,625	742,599	-	-	742,599
2034	300,000	4.00%	361,000	661,000	23,433	45,125	729,558	-	-	729,558
2035	325,000	4.00%	349,000	674,000	23,902	43,625	741,527	-	-	741,527
2036	325,000	4.00%	336,000	661,000	24,380	42,000	727,380	-	-	727,380
2037	350,000	4.00%	323,000	673,000	24,867	40,375	738,242	-	-	738,242
2038	350,000	4.00%	309,000	659,000	25,365	38,625	722,990	-	-	722,990
2039	375,000	4.00%	295,000	670,000	25,872	36,875	732,747	-	-	732,747
2040	375,000	4.00%	280,000	655,000	26,390	35,000	716,390	-	-	716,390
2041	400,000	4.00%	265,000	665,000	26,917	33,125	725,042	-	-	725,042
2042	425,000	4.00%	249,000	674,000	27,456	31,125	732,581	-	-	732,581
2043	425,000	4.00%	232,000	657,000	28,005	29,000	714,005	-	-	714,005
2044	450,000	4.00%	215,000	665,000	28,565	26,875	720,440	-	-	720,440
2045	475,000	4.00%	197,000	672,000	29,136	24,625	725,761	-	-	725,761
2046	475,000	4.00%	178,000	653,000	29,719	22,250	704,969	-	-	704,969
2047	500,000	4.00%	159,000	659,000	30,313	19,875	709,188	-	-	709,188
2048	525,000	4.00%	139,000	664,000	30,920	17,375	712,295	-	-	712,295
2049	550,000	4.00%	118,000	668,000	31,538	14,750	714,288	-	-	714,288
2050	575,000	4.00%	96,000	671,000	32,169	12,000	715,169	-	-	715,169
2051	600,000	4.00%	73,000	673,000	32,812	9,125	714,937	-	-	714,937
2052	600,000	4.00%	49,000	649,000	33,468	6,125	688,593	-	-	688,593
2053	625,000	4.00%	25,000	650,000	34,138	3,125	687,263	-	-	687,263
<b>Totals</b>	<b>\$ 11,050,000</b>	<b>4.00%</b>	<b>\$ 7,519,000</b>	<b>\$ 18,569,000</b>	<b>\$ 741,024</b>	<b>\$ 939,875</b>	<b>\$ 20,249,899</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 20,249,899</b>

Footnotes:

[a] Preliminary estimate. Assumes Administrative Expenses escalate at 2.00% per year.

[b] Preliminary estimate. Assumes the interest rate used to calculate the assessments is 0.50% higher than the actual interest rate on the bonds to fund interest related to delinquencies and the prepayment of assessments. Unused funds will be applied to the final year's debt service payment and/or credited back to the landowners.

[c] Assumes 0 months capitalized interest.



**Exhibit J**  
**NEU Bastrop Community LLC**  
**NEU Bastrop - Non-Annexed**  
**November 20, 2020**  
**Bond Sizing Analysis - NIA 3 Series A**

DRAFT

Sources:

Gross Bond Amount (4.50% Interest Rate) \$ 4,825,000

Uses:

Reserve Fund (Maximum Annual Debt Service) 314,500  
 Capitalized Interest (12 months) 217,125  
 Underwriter Discount/Financial Advisor Fee (3%) 144,750  
 Cost of Issuance (6.50%) 313,625  
 Net Bond Proceeds \$ 3,835,000

PID Equivalent Tax Rate \$ 0.40  
 Average Installment \$ 371,430  
 Minimum Debt Service Coverage 1.00

Issuance Date: April 1 2025

Annual Installment Due 1/31	Principal	Interest Rate	Annual Interest Due	Principal + Interest	Administrative Expenses [a]	Additional Interest Reserve [b]	P & I + Admin + Reserves	Capitalized Interest [c]	Reserve Fund Releases	PID Annual Installment
2026	\$ -	4.50%	\$ 217,125	\$ 217,125	\$ 40,000	\$ 24,125	\$ 281,250	\$ 217,125	\$ -	\$ 64,125
2027	75,000	4.50%	217,125	292,125	40,800	24,125	357,050	-	-	357,050
2028	75,000	4.50%	213,750	288,750	41,616	23,750	354,116	-	-	354,116
2029	100,000	4.50%	210,375	310,375	42,448	23,375	376,198	-	-	376,198
2030	100,000	4.50%	205,875	305,875	43,297	22,875	372,047	-	-	372,047
2031	100,000	4.50%	201,375	301,375	44,163	22,375	367,913	-	-	367,913
2032	100,000	4.50%	196,875	296,875	45,046	21,875	363,796	-	-	363,796
2033	100,000	4.50%	192,375	292,375	45,947	21,375	359,697	-	-	359,697
2034	125,000	4.50%	187,875	312,875	46,866	20,875	380,616	-	-	380,616
2035	125,000	4.50%	182,250	307,250	47,804	20,250	375,304	-	-	375,304
2036	125,000	4.50%	176,625	301,625	48,760	19,625	370,010	-	-	370,010
2037	125,000	4.50%	171,000	296,000	49,735	19,000	364,735	-	-	364,735
2038	125,000	4.50%	165,375	290,375	50,730	18,375	359,480	-	-	359,480
2039	150,000	4.50%	159,750	309,750	51,744	17,750	379,244	-	-	379,244
2040	150,000	4.50%	153,000	303,000	52,779	17,000	372,779	-	-	372,779
2041	150,000	4.50%	146,250	296,250	53,835	16,250	366,335	-	-	366,335
2042	175,000	4.50%	139,500	314,500	54,911	15,500	384,911	-	-	384,911
2043	175,000	4.50%	131,625	306,625	56,010	14,625	377,260	-	-	377,260
2044	175,000	4.50%	123,750	298,750	57,130	13,750	369,630	-	-	369,630
2045	175,000	4.50%	115,875	290,875	58,272	12,875	362,022	-	-	362,022
2046	200,000	4.50%	108,000	308,000	59,438	12,000	379,438	-	-	379,438
2047	200,000	4.50%	99,000	299,000	60,627	11,000	370,627	-	-	370,627
2048	200,000	4.50%	90,000	290,000	61,839	10,000	361,839	-	-	361,839
2049	225,000	4.50%	81,000	306,000	63,076	9,000	378,076	-	-	378,076
2050	225,000	4.50%	70,875	295,875	64,337	7,875	368,087	-	-	368,087
2051	250,000	4.50%	60,750	310,750	65,624	6,750	383,124	-	-	383,124
2052	250,000	4.50%	49,500	299,500	66,937	5,500	371,937	-	-	371,937
2053	275,000	4.50%	38,250	313,250	68,275	4,250	385,775	-	-	385,775
2054	275,000	4.50%	25,875	300,875	69,641	2,875	373,391	-	-	373,391
2055	300,000	4.50%	13,500	313,500	71,034	1,500	386,034	-	-	386,034
<b>Totals</b>	<b>\$ 4,825,000</b>	<b>4.50%</b>	<b>\$ 4,144,500</b>	<b>\$ 8,969,500</b>	<b>\$ 1,622,723</b>	<b>\$ 460,500</b>	<b>\$ 11,052,723</b>	<b>\$ 217,125</b>	<b>\$ -</b>	<b>\$ 10,835,598</b>

Footnotes:

[a] Preliminary estimate. Assumes Administrative Expenses escalate at 2.00% per year.

[b] Preliminary estimate. Assumes the interest rate used to calculate the assessments is 0.50% higher than the actual interest rate on the bonds to fund interest related to delinquencies and the prepayment of assessments. Unused funds will be applied to the final year's debt service payment and/or credited back to the landowners.

[c] Assumes 12 months capitalized interest.



**Exhibit K**  
**NEU Bastrop Community LLC**  
**NEU Bastrop - Non-Annexed**  
**November 20, 2020**  
**Bond Sizing Analysis - NIA 3 Series B**

DRAFT

Sources:

Gross Bond Amount (4.00% Interest Rate) \$ 6,775,000

Uses:

Reserve Fund (Maximum Annual Debt Service) 421,000  
 Capitalized Interest (0 months) -  
 Underwriter Discount/Financial Advisor Fee (3%) 203,250  
 Cost of Issuance (6.50%) 440,375  
 Net Bond Proceeds \$ 5,710,375

PID Equivalent Tax Rate \$ 0.49  
 Average Installment \$ 453,974  
 Minimum Debt Service Coverage 1.00

Issuance Date: April 1 2027

Annual Installment Due 1/31	Principal	Interest Rate	Annual Interest Due	Principal + Interest	Administrative Expenses [a]	Additional Interest Reserve [b]	P & I + Admin + Reserves	Capitalized Interest [c]	Reserve Fund Releases	PID Annual Installment
2028	\$ 125,000	4.00%	\$ 271,000	\$ 396,000	\$ 20,000	\$ 33,875	\$ 449,875	\$ -	\$ -	\$ 449,875
2029	150,000	4.00%	266,000	416,000	20,400	33,250	469,650	-	-	469,650
2030	150,000	4.00%	260,000	410,000	20,808	32,500	463,308	-	-	463,308
2031	150,000	4.00%	254,000	404,000	21,224	31,750	456,974	-	-	456,974
2032	150,000	4.00%	248,000	398,000	21,649	31,000	450,649	-	-	450,649
2033	175,000	4.00%	242,000	417,000	22,082	30,250	469,332	-	-	469,332
2034	175,000	4.00%	235,000	410,000	22,523	29,375	461,898	-	-	461,898
2035	175,000	4.00%	228,000	403,000	22,974	28,500	454,474	-	-	454,474
2036	175,000	4.00%	221,000	396,000	23,433	27,625	447,058	-	-	447,058
2037	200,000	4.00%	214,000	414,000	23,902	26,750	464,652	-	-	464,652
2038	200,000	4.00%	206,000	406,000	24,380	25,750	456,130	-	-	456,130
2039	200,000	4.00%	198,000	398,000	24,867	24,750	447,617	-	-	447,617
2040	225,000	4.00%	190,000	415,000	25,365	23,750	464,115	-	-	464,115
2041	225,000	4.00%	181,000	406,000	25,872	22,625	454,497	-	-	454,497
2042	225,000	4.00%	172,000	397,000	26,390	21,500	444,890	-	-	444,890
2043	250,000	4.00%	163,000	413,000	26,917	20,375	460,292	-	-	460,292
2044	250,000	4.00%	153,000	403,000	27,456	19,125	449,581	-	-	449,581
2045	275,000	4.00%	143,000	418,000	28,005	17,875	463,880	-	-	463,880
2046	275,000	4.00%	132,000	407,000	28,565	16,500	452,065	-	-	452,065
2047	275,000	4.00%	121,000	396,000	29,136	15,125	440,261	-	-	440,261
2048	300,000	4.00%	110,000	410,000	29,719	13,750	453,469	-	-	453,469
2049	300,000	4.00%	98,000	398,000	30,313	12,250	440,563	-	-	440,563
2050	325,000	4.00%	86,000	411,000	30,920	10,750	452,670	-	-	452,670
2051	325,000	4.00%	73,000	398,000	31,538	9,125	438,663	-	-	438,663
2052	350,000	4.00%	60,000	410,000	32,169	7,500	449,669	-	-	449,669
2053	375,000	4.00%	46,000	421,000	32,812	5,750	459,562	-	-	459,562
2054	375,000	4.00%	31,000	406,000	33,468	3,875	443,343	-	-	443,343
2055	400,000	4.00%	16,000	416,000	34,138	2,000	452,138	-	-	452,138
<b>Totals</b>	<b>\$ 6,775,000</b>	<b>4.00%</b>	<b>\$ 4,618,000</b>	<b>\$ 11,393,000</b>	<b>\$ 741,024</b>	<b>\$ 577,250</b>	<b>\$ 12,711,274</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 12,711,274</b>

Footnotes:

[a] Preliminary estimate. Assumes Administrative Expenses escalate at 2.00% per year.

[b] Preliminary estimate. Assumes the interest rate used to calculate the assessments is 0.50% higher than the actual interest rate on the bonds to fund interest related to delinquencies and the prepayment of assessments. Unused funds will be applied to the final year's debt service payment and/or credited back to the landowners.

[c] Assumes 0 months capitalized interest.

**DRAFT**

**Exhibit L**  
**NEU Bastrop Community LLC**  
**NEU Bastrop - Non-Annexed**  
**Homeowner Cost Comparison Summary**  
**PID vs. No PID**  
**November 20, 2020**

Item	Lot Type 1	Lot Type 2
PID Term	30	30
PID Assessment Equivalent Tax Rate	\$ 1.01	\$ 1.01
Total Ad Valorem Tax Rate Before PID - City, County, ISD, etc.	\$ 1.98	\$ 1.98
Homeowner Mortgage Rate	3.5%	3.5%
Mortgage Term	30	30
Mortgage Loan as % of Home Price	90.0%	90.0%
Net Proceeds as % of Gross PID Bond	79.6%	79.6%
PID Financed Infrastructure per Residential Lot	\$ 41,035	\$ 29,844
Lot Price as a % of Home Price	20%	20%
Additional Home Price as Multiple of Additional Lot Costs	5.00	5.00

PID Scenario	Lot Type 1	Lot Type 2
Home Price	\$ 290,379	\$ 206,090
Lot Price assuming PID	\$ 58,076	\$ 41,218
Mortgage with PID	\$ 261,341	\$ 185,481
Down Payment with PID (10% of Home Price)	\$ 29,038	\$ 20,609
Monthly Mortgage Payment	\$ 1,174	\$ 833
Monthly PID Installment	\$ 244	\$ 173
Total Monthly Homeowner Payment	\$ 1,417	\$ 1,006
Annual Mortgage Payment	\$ 14,082	\$ 9,995
Annual Ad Valorem Taxes	\$ 5,752	\$ 4,082
Annual PID Installment	\$ 2,927	\$ 2,077
Total Annual Homeowner Payment	\$ 22,761	\$ 16,154

No PID Scenario	Lot Type 1	Lot Type 2
Additional Lot Costs	\$ 41,035	\$ 29,844
Lot Price assuming No PID	\$ 99,111	\$ 71,062
Additional Home Price	\$ 205,176	\$ 149,219
Home Price without PID	\$ 495,555	\$ 355,309
Mortgage without PID	\$ 445,999	\$ 319,778
Down Payment without PID (10% of Home Price)	\$ 49,555	\$ 35,531
Monthly Mortgage Payment without PID	\$ 2,003	\$ 1,436
Annual Mortgage Payment	\$ 24,033	\$ 17,231
Annual Ad Valorem Taxes	\$ 9,816	\$ 7,038
Annual Homeowner Payment without PID	\$ 33,849	\$ 24,270

Summary	Lot Type 1	Lot Type 2
Home Price with PID	\$ 290,379	\$ 206,090
Home Price without PID	\$ 495,555	\$ 355,309
Additional Home Price	\$ 205,176	\$ 149,219
Incremental Annual Costs to Homeowner without PID	\$ 11,088	\$ 8,115
Additional Down Payment Required without PID	\$ 20,518	\$ 14,922
Life of PID - Total Increased Homeowner Costs without PID	\$ 353,157	\$ 258,382

Note: The No PID Scenario assumes that the additional lot development costs incurred by the developer, because there is no PID, will result in an increased home price to reflect the additional costs, the developer's additional financing and equity costs, and the homebuilder's additional

Note: The No PID Scenario also does not take into account the potential impact on the marketability of both the residential and commercial components of the Project from the need to significantly reduce the scope and quality of community-wide amenities and quality of life features



**Exhibit M**  
**NEU Bastrop Community LLC**  
**NEU Bastrop - Non-Annexed**  
**Key Assumptions**  
**November 20, 2020**

DRAFT

PID Bond	Assumption	Source
Bond Term - Series A	30	DPFG
Bond Term - Series B	28	DPFG
MIA Issuance Date	4/1/2021	Developer
NIA 1 Series A Issuance Date	4/1/2021	Developer
NIA 1 Series B Issuance Date	4/1/2023	Developer
NIA 2 Series A Issuance Date	4/1/2023	Developer
NIA 2 Series B Issuance Date	4/1/2025	Developer
NIA 3 Series A Issuance Date	4/1/2025	Developer
NIA 3 Series B Issuance Date	4/1/2027	Developer
Capitalized Interest - Master (Months)	24	DPFG
Capitalized Interest - Series A (Months)	12	DPFG
Capitalized Interest - Series B (Months)	0	DPFG
Interest Rate - Master	5.00%	DPFG
Interest Rate - Series A	4.50%	DPFG
Interest Rate - Series B	4.00%	DPFG
Cost of Issuance	6.50%	DPFG
Underwriter's Discount	3.00%	DPFG
Debt Service Escalator	0.00%	DPFG
Additional Interest Reserve	0.50%	DPFG
Administrative Expenses Escalator	2.00%	Bastrop
Administrative Expenses - Series A	\$ 40,000	Bastrop
Administrative Expenses - Series B	\$ 20,000	Bastrop
Bond Denomination	\$ 25,000	DPFG

Project Specifics	Assumption	Source
Phase 1 SF Units	400	Developer
Phase 1 Condos	250	Developer
Phase 2 SF Units	300	Developer
Phase 2 Condos	250	Developer
Phase 3 SF Units	300	Developer
SF AV per Unit	\$ 275,000	Developer
Detached Condo AV per Unit	\$ 200,000	Developer
Home Price Inflation per Year	3%	DPFG
Lot to Home Value %	20.00%	DPFG



---

**MEMORANDUM**

**TO:** Paul Hofmann  
Tracy Waldron  
City of Bastrop, Texas

**FROM:** Dan Wegmiller  
Specialized Public Finance Inc.

**Date:** December 2, 2020

**Re:** NEU Bastrop PID Considerations

---

As a follow up to our conference call and review of the NEU Bastrop PID materials, the following summarizes the comments from Jon Snyder and me. PIDs carry some unique opportunities as well as considerations as the City would potentially sell non-recourse revenue debt that would be secured by assessment revenue within the District.

One of the areas to consider is the proposed non-recourse revenue debt is not secured by property tax however it would not preclude a bond rating from being negatively affected if the project struggles or fails and a rating agency construed or took the position that management of the city approved a financing that at the outset had risks or challenges that were ignored or overlooked and resulted in the project not meeting projections. This exposure is not limited to city issued non-recourse revenue debt but would also be possible if using a development or public facilities corporation structure. Even though the debt is non-rated the rating agencies could take the position that certain actions should be reflected on the City's General Obligation credit. This is remote if the PID is structured properly but should still be considered by the City on a project-by-project basis. Ratings consider four areas which are the economy, financial performance, debt levels and management of the City.

In addition to the rating considerations, some additional areas to consider or examine are the following:

- Based on our understanding of the project, if 3<sup>rd</sup> party builder contracts are not part of the plan then underwriting of the bonds could be problematic,
- Based on the financials presented, commercial uses that are projected to be assessed need further examination or explanation (AG tech farm, sports complex, hotel, solar farm, school),
- No budget was included,
- For Improvement Area #1, it is expected the developer will fund at least \$11,140,000 in infrastructure, further discussion will be needed on how the City will get comfortable with the developer completing these costs.
- If moving forward, discussions with an underwriter, selected by the City, should take place to consider the marketability of the bonds to the limited field of investors that exists in today's PID market.

Please let Jon or me know if you have any questions regarding our initial review of the NEU Bastrop PID.

Cc: Jon Snyder, Alan Bojorquez, Dottie Palumbo

**Agreement Regarding the Dissolution of the NEU Community Bastrop Public  
Improvement District**

This Agreement Regarding the Dissolution of the NEU Community Bastrop Public Improvement District (the “Agreement”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by David K. Grassel, an individual (“Owner”) and the City of Bastrop, Texas (the “City”). The Owner and the City are hereinafter sometimes referred to collectively as the “Parties”.

**Whereas**, the Owner has requested the City establish the NEU Community Bastrop Public Improvement District (the “District”) in that certain Petition for the Creation of a Public Improvement District to Finance Certain Improvements to NEU Community Bastrop Subdivision (the “Petition”);

**Whereas**, it is contemplated that the City will approve the formation of the District over the property depicted in **Exhibit A**, attached hereto and incorporated herein (the “Property”) for all purposes by a resolution (a “Resolution”);

**Whereas**, the Owner, or Owner’s successors or assigns, will request the City to levy special assessments within the District and issue, or cause to be issued, bonds to assist with the financing of certain public improvements identified in the Resolution (the “PID Bonds”); and

**Whereas**, the parties desire to provide for the dissolution of the District if special assessments are not levied or the PID Bonds are not issued by the deadline set forth herein;

**NOW, THEREFORE**, for and in consideration of the above recitals and the terms, conditions and agreements stated in this Agreement, the Parties agree as follows:

1. The Owner agrees that this Agreement constitutes Owner’s petition to dissolve the District under Section 372.011, Texas Local Government Code, and the City is hereby authorized to dissolve the District, in the event that the first issuance of PID Bonds or a levy of special assessments does not occur by January 1, 2022 (the “Authorization”) or upon the earlier written request of Owner. The Owner will not oppose the City’s dissolution of the District undertaken in accordance with this Agreement, and will cooperate with the City to cause the District to be dissolved. The Authorization shall terminate and expire upon the earlier of (i) the levy of special assessments or (ii) the first issuance of the PID Bonds.
2. This Agreement shall be a covenant running with the land and shall be binding upon future owners of the Property or portions thereof and shall further be binding upon and inure to the benefit of the Parties, their successors, and assigns.
3. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions, and venue shall lie in Bastrop County, Texas.

4. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement and this Agreement is effective as of the first date indicated above.

**CITY:**  
**City of Bastrop**

Attest:

By: \_\_\_\_\_  
Ann Franklin, City Secretary

By: \_\_\_\_\_  
Connie Schroeder, Mayor

**THE STATE OF TEXAS           §**  
**COUNTY OF BASTROP         §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020, by Connie Schroeder, Mayor of the City of Bastrop, Texas on behalf of said City.

(SEAL)

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

**OWNER:**

By: \_\_\_\_\_  
David K. Grassel

**THE STATE OF TEXAS           §**  
**COUNTY OF \_\_\_\_\_       §**

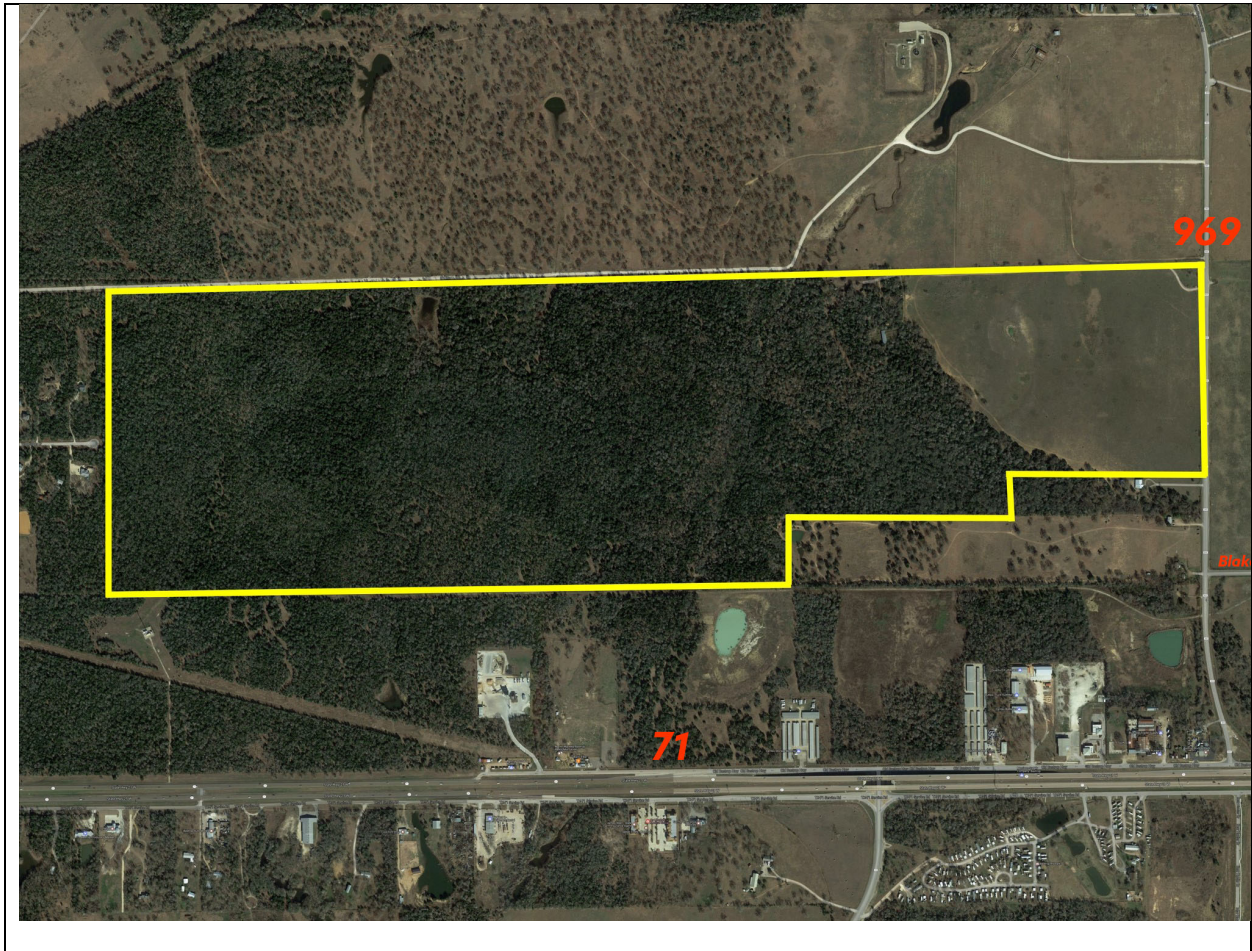
This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020, by David K. Grassel, an individual.

(SEAL)

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

**Exhibit "A"**

**The Property**







# STAFF

# REPORT

**MEETING DATE:** December 8, 2020

**AGENDA ITEM:** 91

**TITLE:**

Consider action to approve Resolution No. R-2020-124 of the City Council of the City of Bastrop, Texas, approving a development agreement for NEU Community Bastrop LLC on 410.599 acres of the Nancy Blakey survey, Abstract A-98, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; and establishing an effective date.

**STAFF REPRESENTATIVE:**

Trey Job, Assistant City Manager

**BACKGROUND/HISTORY:**

At the November 10, 2020 Regular City Council Meeting the City Council heard a presentation from Jonathan Jenkins with NEU Communities. Mr. Jenkins provided a petition for the creation of a Public Improvement District (PID) as well. He has asked the we consider its approval at the December 8, 2020 meeting.

In addition to the creation of a PID a development agreement needs to be approved. The purpose of the NEU Development Agreement is to work out the details on items such as: utilities, street maintenance, parks, annexation and land uses. Generally, those details are established by code for development in the city limits. Staff is on the second review of the development agreement provided.

The development agreement has several key points that require careful review to ensure the community vision is met. We have determined the narrow application of what is being proposed conflicts with Bastrop's visioning documents such as the comprehensive plan, the master transportation plan, and applicable chapters within the B3 Codes.

To summarize the significant concerns, the amount of detail required to receive a favorable recommendation from staff is simply not there. Because of the lack of detail our Financial Advisor, City Attorney and the PID administration consultant have said there is a significant amount of risk in moving forward until more detail is provided. From a planning staff standpoint, the proposed vision of the NEU community doesn't meet the policy direction provided by this City Council.

Included in the staff report is a memo from Assistant City Manager Job that provides a more detailed analysis of the sections in the attached draft development agreement.

**POLICY EXPLANATION:**

Texas Local Government Code Chapter 212.172 grants municipalities planning authority in the ETJ.

**FUNDING SOURCE:**

N/A

**RECOMMENDATION:**

Assistant City Manager Job and Jennifer Bills Assistant Director of Planning recommends denial of Resolution No. R-2020-124 of the City Council of the City of Bastrop, Texas, approving a development agreement for NEU Community Bastrop LLC

**ATTACHMENTS:**

- ACM Memo
- Draft Development Agreement





**RESOLUTION NO. R-2020-124**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A DEVELOPMENT AGREEMENT FOR NEU COMMUNITY BASTROP LLC ON 410.599 ACRES OF THE NANCY BLAKEY SURVEY, ABSTRACT A-98, AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, The City of Bastrop, Texas City Council understands the value of organized development; and

**WHEREAS**, The City anticipates that the Project be developed as a high-quality, mixed-use development, including residential, commercial and civic uses, as well as parkland, open space, and other amenities; and

**WHEREAS**, The City intends to hold more discussions regarding the long-term development of the Property, and desire to define, protect and clarify the City's jurisdiction and regulatory authority; and

**WHEREAS**, The City intends to use its discretion to guide the development within the extraterritorial jurisdiction to insure we create a fiscally sustainable community through land-use regulations that are authentic Bastrop and geographically sensitive; and

**WHEREAS**, The development agreement will be the pillar upon which a public improvement district (the "PID"), will cover the Property and will provide infrastructure to support the Project in a financially feasible manner in accordance with Chapter 372 of the Texas Local Government Code (the "PID Act") and all other applicable state and local law.

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

**Section 1:** The City of Bastrop City Council has determined the City Manager of the City of Bastrop has the expertise and authority to require amendments the NEU Development Agreement, Exhibit A, by the developer, upon careful consideration of the project and that it provides, meets or exceeds the expectations provided in past policy direction from the governing body.

**Section 2:** That this Resolution shall take effect immediately upon its passage, and it is so resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 8<sup>th</sup> Day of December 2020.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

*City's MWSW Comments  
Trey Job / Jennifer Bills  
& Alan Bojorquez*

*Draft "AB" by MWSW*

*Nov. 20~~1~~, 2020*

*Jonathan Jenkins*

**NEU COMMUNITY BASTROP  
DEVELOPMENT AGREEMENT**

Jonathan Jenkins

**NEU COMMUNITY BASTROP  
DEVELOPMENT AGREEMENT**

THE STATE OF TEXAS                   §  
   §  
COUNTY OF BASTROP                 §

This **NEU Community Bastrop Development Agreement** (this "**Agreement**") is made and entered into by and among the **CITY OF BASTROP, TEXAS**, a home rule city (the "**City**"), and **NEU COMMUNITY BASTROP LLC**, a Texas limited liability company, and its successors and assigns (collectively herein referenced as the "**Owner**", which term is further defined in Section 11.01). The City and Owner are sometimes each individually herein referred as a "**Party**" and sometimes collectively herein referenced as the "**Parties**".

**RECITALS**

- A. Owner owns (or is under contract to purchase) approximately 410 acres of land, more or less, located within the City's extraterritorial jurisdiction (the "**ETJ**") in Bastrop County, Texas, as more particularly described on **Exhibit "A"** attached hereto (the "**Property**").
- B. Owner plans to develop a mixed-use development (the "**Project**") as generally depicted on the Concept Plan attached as **Exhibit "B"**.
- C. Owner and the City intend that the Project be developed as a high-quality, mixed-use development, including residential, commercial and civic uses, as well as parkland, open space, and other amenities pursuant to development regulations contained in this Agreement.
- D. Owner and the City have held discussions regarding the long-term development of the Property, and desire to define, protect and clarify the City's jurisdiction and regulatory authority with respect to the Project through this Agreement.
- E. The City intends to use its discretion to create a public improvement district (the "**PID**"), which will cover the Property and will provide infrastructure to support the Project in a financially feasible manner in accordance with Chapter 372 of the Texas Local Government Code (the "**PID Act**") and all other applicable state law.

**NOW, THEREFORE**, for and in consideration of the mutual agreements, covenants, and conditions contained in this Agreement, and other good and valuable consideration, the City and Owner agree as follows:

**ARTICLE I. RECITALS**

**Section 1.01.** The recitals set forth above are true and correct and are incorporated herein and

**Commented [TJ1]:** The survey is not signed.

**Commented [TJ2]:** Exhibit (B) doesn't meet the grid requirement or the street work plan described in the Ch. 5 update to the Master Transportation Plan.

**The Master Transportation Plan** recommends a grid-like pattern of primary and local streets, with major block spacing based on the traditional Bastrop farm lot (approximately 715 feet by 715 feet). This transportation planning approach not only benefits route choice, but also minimizes congested roadway corridors.

A hierarchical street system such as the one shown in exhibit B typically funnels traffic onto just a few major arterial roadways for most trips, and these arterials can become overly congested during peak travel times.

The city's Street Network Plan will mitigate concentrated traffic congestion by dispersing traffic and offering travel options.

The City of Bastrop spent a considerable amount of time mapping a grid network and is considered the minimum required level of connectivity and provides a high degree of flexibility for development types within the street pattern. Development is encouraged to provide additional connectivity within the mandatory grid that may include additional local streets, trails, or pedestrian pathways.

Additionally, the exhibit B does not give enough detail on final ownership of the street. What will be public vs private?

**Chapter 7 of the comprehensive plan (Parks)** maps 7-B and 7-C depicts the need for a park in the area. However, it suggests the not only a regional park but several neighborhood park as well. This can be achieved by the grid network breaking up the land and providing multiple neighborhood within the development. There are studies that show proximity to parkland can increase property values by as much as 20%.

Jonathan Jenkins

made a part hereof as findings for all purposes.

## ARTICLE II. DEFINITIONS

**Section 2.01 Terms Defined in this Agreement.** In this Agreement, each of the following terms shall have the meanings indicated:

**"Additional Land"** shall ~~have the same meaning as the term is used in Section 3.05 of this Agreement~~ mean the land described on Exhibits "A-3", "A-4" and A-5" attached hereto.

Commented [TJ3]: Exhibit?

**"Applicable City Code"** shall mean the provisions within the City Code that apply solely to property located within the ETJ or expressly identified in this agreement Agreement (e.g. transportation, infrastructure and drainage).

Commented [TJ4]: Maybe not the best place for this insert

**"Applicable Requirements"** shall mean the applicable federal, state and local laws, rules and regulations.

**"Assessment Levy Request"** means a written request made by Owner to the City to levy Special Assessments for the Property (or an applicable portion thereof).

**"Assessment Ordinance"** shall mean an ordinance adopted by the City Council approving a Service and Assessment Plan (SAP) (or such amendments or supplements to the SAP) and levying Special Assessments.

**"Association"** means a homeowner's association or property owners association.

**"Authorized Improvements"** means those improvements to be funded by the PID as described under Texas Local Government Code Section 372.003.

**"Blakey Road Extension"** shall have the meaning ascribed in Section 8.03 of this Agreement.

**"Bond Issuance Request"** means written request made by Owner to the City to issue PID Bonds.

Commented [TJ5]: Should there be a process for this?  
For example: Written request with an approved public Improvement Plan and stamped engineer's estimate.

**"Central Park Forest"** shall mean the parkland and open space within the Project as generally described on Exhibit "B-8" attached hereto and as generally illustrated on Exhibit "B-8a" attached hereto.

**"City"** shall mean the City of Bastrop a Texas home rule city.

**"City Code"** shall mean all applicable City of Bastrop Code of Ordinances in effect as of the Effective Date.

Commented [JB6]: Think we should leave this as is

**"City Council"** shall mean the City Council of the City or any successor governing body.

**"City Manager"** shall mean the person engaged by the City to serve in the capacity of the City Manager.

Jonathan Jenkins

"Commercial Property" shall mean the approximately 7 acres of property within the Project, as general depicted on Exhibit "A-1" attached hereto, more particularly described on Exhibits "B-3," "B-4," "B-5," "B-6" and "B-7" attached hereto. Visual reference examples of the improvements that may be located within the Commercial Property are attached as Exhibit "B-3a", Exhibit "B-5a" and Exhibit "B-7a".

Commented [TJ7]: How many acres?

"Concept Plan" shall mean the concept plan for the Project attached as Exhibit "B", as it may be amended from time to time in accordance with this Agreement.

Commented [TJ8]: Again lacks detail necessary to approve.

"County" shall mean Bastrop County, Texas.

"Development Waivers" shall mean any deviation from the Applicable City Code as set forth on Exhibit "F".

"Dwelling Unit" shall mean a residential unit providing complete, independent living facilities including permanent provisions for living, sleeping, eating, and cooking. Visual reference examples of the Dwelling Units that may be located within the Project are attached as Exhibit "B-1a", Exhibit "B-1b", Exhibit "B-1c" and Exhibit "B-2a".

"Effective Date" and similar references shall mean the date defined in Section 15.01 of this Agreement.

"Environmental Regulations" shall mean any and all Applicable Requirements, ordinances, laws, rules, or requirements designed to regulate water quality, air quality, and use of natural resources, land conservation, wildlife conservation, or other environmental matters.

"Final Plat" shall mean a map of a subdivision, addition or development to be a document created and approved in accordance with the City Code which provides detailed geographic information and associated text indicating property boundaries, easements, Streets, utilities, Drainage, and other information and recorded in the County plat records after approval by the City.

Commented [JB9]: Shall mean a document created and approved in accordance with the City Code which provides detailed geographic information and associated text indicating property boundaries, easements, Streets, utilities, Drainage, and other information and recorded in the County plat records after approval by the City.

"Force Majeure" shall have the meaning ascribed in Section 15.10 of this Agreement.

"Highway 20 Extension" shall have the meaning ascribed in Section 8.03 of this Agreement.

"Interlocal Agreement" shall mean that certain Interlocal Agreement (Ch. 245) between the County and the City dated effective \_\_\_\_\_, 20\_\_\_\_, December 10, 2018, executed in accordance with Texas Government Code Chapter 791 and Texas Local Government Code Chapter 242.

"LUE" shall mean Living Unit Equivalent.

"Major Amendment" shall have the same meaning as the term is used in Section 5.03 of this Agreement.

"Minor Amendment" shall have the same meaning as the term is used in Section 5.03 of this

Jonathan Jenkins  
Agreement.

"Notice" shall have the meaning ascribed in Section 15.07.

"Original Owner" shall have the meaning ascribed in Section 11.01 of this Agreement.

"PFA" shall have the meaning ascribed in Section 10.01 of this Agreement.

"PID Bonds" shall mean means each series of special assessment revenue bonds issued by the City to finance costs of improvements authorized under Texas Local Government Code, Chapter 372.

"Preliminary Plat" shall mean a map showing the salient features of a proposed development, submitted for the purpose of preliminary consideration and communication prior to the submission of a Final Plat document created and approved in accordance with the Applicable City Code which determines the general layout of the proposed subdivision in order to facilitate review by the Planning & Zoning Commission of the proposed subdivision's streets and drainage system, easements, utilities, building lots, and other lots including open space.

**Commented [JB10]:** B3 Code Definition + process: is a document created and approved in accordance with the City Code which determines the general layout of the proposed Subdivision in order to facilitate review by the Planning & Zoning Commission of the proposed Subdivision's Streets and Drainage system, easements, utilities, Building lots, and other lots including Open Space.

"Project" shall mean the development of the Property as a mixed-use development, as depicted on the Concept Plan attached as Exhibit "B".

"Project Engineer" shall initially mean BGE, Inc. or such other project engineer selected by the Owner from time to time.

"Property" shall mean the land described on Exhibit "A-1" and "A-2" attached hereto.

"Public Improvement District" or "PID" shall mean the public improvement district covering the Property created by the City pursuant to Texas Local Government Code, Chapter 372.

"Residential Property" shall mean the approximately — acres portions of the Project as generally depicted on Exhibit "A-B-1" and "B-2" attached hereto.

"Roadway Standards" shall mean standards for how roadway and streets are constructed within the Project as more particularly described on Exhibit G Exhibits "G-1" and "G-1" attached hereto. How the Project follows the intent of multi modal transportation and the City's grid system is depicted on Exhibit "G-3a" and "G-3b".

**Commented [JB11]:** Laid out, construction should default to the Construction Standards Manual.

**Commented [TJ12]:** Roads should follow the City of Bastrop approved cross-sections and be built in accordance with the city codes.

"SAP" shall have the meaning ascribed in Section 10.02.

~~"Sales Center" shall have the meaning ascribed in Section 4.04.~~

"Special Assessments" means the assessment levied against all or a portion of the Property pursuant to an Assessment Ordinance.

"Term" shall have the meaning ascribed in Section 15.02.

Jonathan Jenkins

"Wastewater Facilities" shall have the meaning ascribed in Section 6.01.

"Water Facilities" shall have the meaning ascribed in Section 6.06.

### **ARTICLE III.** **JURISDICTIONAL AUTHORITY AND VESTING RIGHTS**

**Section 3.01 Jurisdiction.** The City ~~Interlocal Agreement shall control which jurisdiction (the County or the City)~~ shall provide the review and approval for ~~all the various~~ aspects of the Project (e.g. ~~platting, construction plans, inspections, etc.~~).

**Section 3.02 Annexation.** ~~Owner and the City agree to the future annexation of the Property into the City's corporate city limits as permitted by Section 212.172 of the Texas Local Government Code under the terms and conditions and as further set forth in Article IX, Annexation.~~ **Intentionally Deleted.**

**Section 3.03 Chapter 245 Permit.** The City acknowledges the importance to Owner of having certainty and predictability of development regulations while planning such an extensive project that will be developed over multiple years. Likewise, Owner recognizes the City's need over time to modify its existing development regulations in response to the requirements of a growing city. As a result, Owner shall have statutory authority to develop the Project on the Property in accordance with the terms of this Agreement. ~~Owner~~ **The Project** shall be deemed grandfathered (i.e. vested ~~and~~ rights shall accrue) from the Effective Date of this Agreement up until the termination date of this Agreement, in accordance with the City Code, Article 1.20. This Agreement shall constitute the first (Permit) in a series of applications for the purpose of vesting as contemplated in Chapter 245 of the Texas Local Government Code and as authorized by Section 212.172(g) of the Texas Local Government Code. To the extent any such standards or other criteria specified in this Agreement are in conflict with any other current or future provisions of the Applicable City Code or any other City ordinances, policies or requirements, this Agreement shall govern. A vested right under this Agreement shall not apply to uniform building, fire, electrical, plumbing, or mechanical codes of the type typically found in the City Code, and amendments to the City Code. Permit applications shall be evaluated according to ordinances in effect at the time of application for the individual permit. However, Owner and City may agree that the applicable submission for a permit or approval be evaluated in accordance with the requirements of a subsequent City ordinance, regulation, or rule.

**Section 3.04 Owner's Rights to Continue Development.** In consideration of Owner's agreements set forth in this Agreement, the City agrees that it will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on the building or development of the Project or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting Preliminary Plats, Final Plats, construction plans or other necessary approvals, for the Project. This Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City and its ETJ: (a) due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency, ~~or~~ (b) authorized by Chapter 212 of the Texas Local Government Code.

**Commented [AB13]:** We can provide for uniform moratoriums (i.e., those not targeting this project, e.g., essential public facilities), right?.



Jonathan Jenkins

**Section 3.05 Additional Land.** In the future, Owner may acquire all or a portion of the additional land that is ~~contiguous to or harmonious with the Project depicted on Exhibit "A-3", "A-4", and "A-5"~~ (the "Additional Land"). All or a portion of the Additional Land may be added to the Project boundaries and the Property that is subject to this Agreement and all subsequent amendments hereto. Owner shall provide City with an updated Concept Plan depicting the land area added. City agrees that the Additional Land shall become part of the Project which shall be subject to the terms of this Agreement. This Agreement may be administratively amended to include the Additional Land. All development within the Additional Land shall comply with Applicable Requirements, as modified by (a) Development Waivers and (b) the other terms and conditions of this Agreement. Owner acknowledges and agrees that the Additional Land may, depending on various factors, be required to be included within a newly created Public Improvement District, if Owner desires for such land to be included within a PID.

Commented [TJ14]: Should there be an "additional land" exhibit?

#### **ARTICLE IV.** **LAND USE**

**Section 4.01 Regulations.** All development within the Property shall generally comply with: (a) the Concept Plan attached hereto as ~~Exhibit "B"~~; (b) the ~~Applicable City Code~~, unless otherwise stipulated or modified herein; and (c) the terms and conditions of this Agreement, including any Exhibits attached hereto.

Commented [TJ15]: Conformance with City Code can be part of the agreement.

Commented [JB16]: Are we concerned with County codes at all?

**Section 4.02 Prohibited Uses.** The Property shall not be used for any of the uses listed on ~~Exhibit "C"~~ attached hereto. ~~Owner agrees to file a deed restriction on the Property containing these terms.~~

Commented [TJ17R16]: I don't think we are concerned with county regs only acceptance of the road maintenance if the city does not annex.

Commented [AB18]: Will these prohibited uses be reflected in the Deed Restrictions?

**Section 4.03 Condominium Plats.** The City shall permit the use of condominium plats and condominium regimes in the Project, ~~subject to the regulations and processes, if any, in the Applicable City Code.~~

~~Section 4.04 Sales Center. Owner may utilize manufactured or forms of temporary or permanent housing, trailers or buildings for a Sales Center. Such structures may be located on any site within the Property for such purpose, whether or not the land has been subdivided. The City shall not unreasonably withhold any permits relating to the construction, placement, or use of such structures within the Property with an emphasis on the health and safety of occupants of structures upon the Property.~~

Commented [JB19]: With the approval of the fire authority?

#### **ARTICLE V.** **CONCEPT PLAN, APPLICABLE DEVELOPMENT REGULATIONS AND RELATED MATTERS**

**Section 5.01 Development Standards and Waivers.** The Project shall be developed consistent with the Applicable City Code, as modified by the Development Waivers identified in ~~Exhibit "F"~~. The City acknowledges and agrees that the Project may contain a combination of various types of vertical improvements including (i) modular and/or pre-fabricated structures and (ii) traditional brick and mortar structures.

**Section 5.02 Amendments.** The Project comprises a significant land area and its development

Commented [JB20]: Defn needs tightening up

Jonathan Jenkins

will occur in phases over a number of years. **Owner may make major or minor amendments to the Concept Plan upon approval by the City.** "Major Amendments" shall be those that (i) increase the overall number of Dwelling Units by more than twenty percent (20%) of the units depicted on the Concept Plan (as the same may be adjusted by adding all or a portion of the Additional Land), or (ii) a change to the general alignment of any ~~collector~~ roadway identified on the Concept Plan, or (iii) or a change to the Concept Plan that converts more than twenty percent (20%) of the land area in the Project to commercial use. Major amendments to the Concept Plan shall require approval by the City Council, which approval will not be unreasonably withheld or delayed. "Minor Amendments" are all amendments that do not meet the definition of Major Amendments. Minor amendments may be administratively approved by the Assistant City Manager of Development Services. If the Assistant City Manager and Owner dispute the classification of an amendment as major or minor, the issue shall be referred to the City Manager for final determination. ~~Minor amendments~~ Amendments to the Concept Plan shall not be considered a waiver of Owner's vested rights as described in Section 3.03 as long as the Project is not dormant pursuant to Chapter 245 of the Texas Local Government Code, and has not changed to the point it would not be the same "project" pursuant to Chapter 245 of the Texas Local Government Code or case law interpreting Chapter 245.

**Commented [TJ21]:** The collectors are not defined in the exhibit.  
The 20% increase in dwellings is not shown on the exhibit.  
What is the number? Lots to think about in here.

**Section 5.03 Duration.** Approval ~~of the Concept Plan, Preliminary Plats, Final Plats, and construction plans, site development plans and building plans~~ for the Project when submitted to and approved by the City or County (as applicable), will remain in effect for the Term of this Agreement as long as the Project is not dormant pursuant to Chapter 245 of the Texas Local Government Code, and has not changed to the point it would not be the same "project" pursuant to Chapter 245 of the Texas Local Government Code or case law interpreting Chapter 245, subject to the terms and conditions of this Agreement, regardless of whether all or any portion of the Property is annexed or zoned.

**Section 5.04 Parks, Trails and Open Space Dedication.** ~~Owner agrees to develop the Property generally in accordance with the Parks, Trails and OpenSpace Plan attached as Exhibit "D"~~ Exhibit "B-8" attached hereto depicts the Central Park Forest that is part of the parks, trails, and open space plan for the Project. The parks, trails, and open space within the Central Park Forest shall be for the use of residents of the Project and portions of the parks, trails and open space may be open to the general public, however all parks, trails and open space shall be maintained by the Owner (or Owner's elected Association) until all PID Bonds issued for the Project have been satisfied. It is acknowledged and agreed that the representations and locations of the parks, trails, and open space on Exhibit "DB-8a" are for illustrative purposes only, and may not reflect the actual locations thereof in the final development. Regardless of the foregoing, there will be at least ~~fifty (50)~~ fifty (50) acres of parkland and/or open space within the Project. The foregoing commitment to have at least ~~5% of the total acreage of small civic space dedicated as public and/or fifty (50) acres of~~ 5% of the total acreage of small civic space dedicated as public and/or fifty (50) acres of open space within the Project shall satisfy all parkland requirements of the City and no additional parkland dedication, parkland fees or "fees in lieu" shall be required by the City for the Project.

**Commented [TJ22]:** Not enough information. This is not a plan it just depicts the proposed open space boundary.

**Commented [TJ23]:** How many Acres of Parkland?

**Section 5.05 Permitting.** The City shall cooperate with Owner to expeditiously process and review all development applications related to the development of the Project.

**Section 5.06 Building Permit.** All vertical buildings located in the Project shall be reviewed,

**Commented [TJ24]:** This is important because the landowners will be retail customers to the city utilities.

Jonathan Jenkins

inspected and approved/permitted by the City/County. The Owner may "prairie build" for up to a total of 5 model homes and 5 spec homes per phase of the Project prior to the City's acceptance of infrastructure (including utilities) ~~however, the owner but shall obtain a building permit from the City and limit occupancy to temporary until basic health and safety concerns can be removed to the satisfaction of the building official. County.~~

**Commented [TJ25]:** Add prairie build to the definition section

**Commented [JB26]:** No phasing schedule, only heard two "phases" discussed – commercial and residential.

**Section 5.07 Owners Association.** Prior to the sale of any platted lots within the Project, Owner shall establish an Association with an architectural control committee, which committee shall govern the architectural elements of all physical structures. The purpose of the Association will be to ensure a consistent quality and appearance of improvements and to maintain roads/landscaping/trails/open spaces and exterior features. The owner of each lot in the Project shall be required to be a member of the Association, and unpaid dues or assessments shall be and constitute a lien on the lot for which they are assessed. The Association regulations will establish periodic Association dues and assessments, to be charged and paid by the lot owners in the Project.

**Commented [TJ27]:** Would it just be easier to have the ACC sign off on the improvements before a building permit is submitted? If it is approved at the ACC and not the City what happens?

**Section 5.08 Fire Services.** Owner understands that the City does not currently provide fire protection services. Fire protection services are provided by Bastrop County Emergency Services District No. 1. The owner/Owner agrees to ~~petition Bastrop County ESD 1 to remove fire protection services from the project area and request waive~~ services from the City of Bastrop Fire Service for all of the ~~property that will has petitioned for annexation~~ Property.

**ARTICLE VI-**  
**WATER AND WASTEWATER**

**Section 6.01 Wastewater Facilities.** The Owner will design and construct the offsite wastewater facilities, as well as the onsite wastewater facilities, all as more particularly described ~~and/or depicted on Exhibit "E"~~ attached hereto (the "Wastewater Facilities"). ~~Upon~~ The Owner will design and construct a lift station onsite with a force main connecting to the City's existing gravity wastewater facilities as depicted on Exhibit "E". The Owner will design, permit, fund and construct a wastewater treatment plant on the Property to treat a portion of wastewater flows generated by the Project. The City will be provided construction drawings for permitting review, but standards and specifications for the plant will not exceed TCEQ chapter 217 requirements. The City will accept ownership and maintenance of the on-site wastewater treatment plant and allow its operation under the City's existing TPDES permit and irrigation under the City's existing 210 Beneficial Re-Use permit. Upon the City's completion of the new Wastewater Facilities treatment plant (Permit No. \_\_\_\_\_), the City agrees that it will have sufficient capacity to serve [the first phase of the Project (approximately 1,123 LUEs)] [the entire Project (approximately 2,111 LUE's)]. Approval of any subdivision plat of property within the Project shall include an engineering analysis by the City that sufficient wastewater capacity is available to serve the platted lots at the time of plat approval. All Wastewater Facilities required to serve the Project shall be designed and built to the City's construction standards and in conformance with all rules, regulations and ordinances related to the construction and extension of wastewater utilities in effect at the time of submittal of construction plans and shall be subject to review and inspection by the City prior to acceptance.

**Commented [JB28]:** Not attached in exhibits

The City hereby agrees to assist the owner obtain any and all necessary easements required for the installation of any of the offsite Wastewater Facilities. Recognizing the regional benefit to the

Jonathan Jenkins

City and its residents accruing from such offsite Wastewater Facilities, the City agrees to acquire any such necessary easements by utilizing the City's power of eminent domain, and, to the extent necessary, to promptly initiate and diligently pursue the condemnation of the easements in question.

**Section 6.02 Conveyance Wastewater Facilities.** Upon Owner's completion of construction of Wastewater Facilities, and the City's acceptance of such Wastewater Facilities, the Owner will convey the Wastewater Facilities to the City, on forms approved by the City and at no cost to the City, subject to the City obligation to provide wastewater service to the Project. The City agrees that its acceptance of such Wastewater Facilities and the related assignments will not be unreasonably withheld, conditioned or delayed as long as the Wastewater Facilities have been constructed in accordance with plans approved by the City. Upon such conveyance, acceptance, and the Owner's providing a maintenance bond for two years, the City agrees to operate and maintain such Wastewater Facilities to provide service to the Project in accordance with this Agreement.

**Section 6.03 Wastewater Service Agreement.** The City, or a successor or assign, will provide wastewater service to all customers within each phase of the Project subject to the conditions stated in this Agreement and the City's policies and ordinances, relating to each customer obtaining and maintaining retail wastewater service from the City.

**Section 6.04 Future Capacity for Additional Land.** The Parties agree to address the provision of water and wastewater services for the Additional Land contemplated in Article XIV of this agreement when and if such Additional Land is added to the Property.

**Section 6.05 Connection Fees.** Water and Wastewater connection fees for any given portion of the Project will be assessed at the time of issuance of a building permit for a home or building to be constructed on a platted lot. The water connection fee shall be in accordance with ~~applicable city code~~ Applicable City Code at the time of platting the current water impact fee per ¾ inch meter is \$4,109.00 per LUE. The current wastewater impact fee is ~~\$~~ \$6,173.00 per LUE.

Notwithstanding the above, the Owner hereby agrees to prepay for 250 wastewater LUEs (\$1,543,250) within five (5) business days of the City's approval of (i) the Site Development Plan, (ii) the PFA and (iii) issuance of the first series of PID Bonds.

**Section 6.06 Water Service.** The City agrees that it will have (or will have contracted for) sufficient water capacity to serve the Project (approximately ~~2,111~~ 2,111 LUE's). Approval of any subdivision plat of property within the Project shall include an engineering analysis by the City (paid for by Owner) that sufficient water capacity is available to serve the platted lots at the time of plat approval. Owner, at Owner's expense, will connect to the approved" water line to provide service to the Project. It is not intended that any other extension of City water facilities will be necessary to provide service to the Project, however, if any additional water facilities are needed, those shall be referred to herein as the "Water Facilities". All Water Facilities required to serve the Project shall be designed and built to the City's construction standards and in conformance with all rules, regulations and ordinances related to the construction and extension of water utilities in effect at the time of

**Commented [TJ29]:** Please provide the requested LUES

**Commented [AB30]:** The City's costs for this assessment needs to be reimbursed by the Owner / developer

Jonathan Jenkins

submittal of construction plans and shall be subject to review and inspection by the City prior to acceptance.

The City hereby agrees to obtain any and all necessary easements required for the installation of the Water Facilities. Recognizing the regional benefit to the City and its residents accruing from such Water Facilities, the City agrees to acquire any such necessary easements by utilizing the City's power of eminent domain, and, to the extent necessary, to promptly initiate and diligently pursue the condemnation of the easements in question. The City's cost of acquiring any required easement by eminent domain will be at the City's sole cost and expense

**Section 6.06 Wastewater Reclamation.** Owner shall have the right, but not the obligation, to use a portion of the Property ~~(not to exceed one acre)~~ for a wastewater reclamation treatment facility. Owner shall also have the right to use the ~~existing TPDES permit~~ and existing 210 Beneficial Re-use permit held by the City to allow Owner to treat the water from the Property and provide reclaimed water to the Property. Treated effluent from the on site wastewater treatment plant will become property of the Owner who will provide storage and pressurization facilities at its own expense.

### ARTICLE VII PRELIMINARY PLAT AND SUBSEQUENT PROCESSES & PROCEDURES

The Owner will submit a Site Development Plan to the City for review and approval prior to the Infrastructure Plan, Preliminary Drainage Plan, Preliminary Plat, Final Drainage Plan, Public Improvement Plans, and Final Plat (the "Predecessor Process Documents"). The Site Development Plan shall provide the information contained in the City of Bastrop Development Manual checklists for the Infrastructure Plan, Preliminary Drainage Plan, Final Drainage Plan, and Public Improvement Plans as a part of the Site Development Plan for infrastructure that is subject to City review, with the exception of checklist items requiring approved and signed copies of the referenced Predecessor Process Documents. The City agrees to approve the Site Development Plan prior to submittal and approval of the Predecessor Process Documents.

Within ninety (90) days of approval of the Site Development Plan, the Owner agrees to initiate the remainder of the development process by submitting the Predecessor Process Documents to the City for concurrent review and approval. The City agrees to administratively approve the Predecessor Processes Documents provided they maintain conformance with the approved Site Development Plan.

### ARTICLE VIII TRANSPORTATION

**Section 8.01 Roadways.** The streets and roadways within the Project shall be designed and constructed in accordance with the Roadway Standards contained in Chapter 7 of the Bastrop Building Block Codes Exhibit "G-1" and Exhibit "G-2" attached hereto and made a part hereof, ~~and the City of~~

**Commented [AB31]:** Will the City be compensated for the water?

**Commented [JB32]:** Think this should include all development processes (platting, site plan, building), default give them the all prelims together, all finals reviewed together agreement waives HB 3167 shot clock.

**Commented [AB33]:** Agreement needs to waive the HB 3167 shot clock.

**Commented [TJ34]:** Here are the general processes that will be required. some can run concurrently. annexation and zoning can be done later (at the city's leisure) The highlighted items are part of the subdivision process and all have to be done.

- Development Agreement (First step)
- Annexation
- Zoning Concept Scheme with Conceptual Drainage Plan
- Preliminary Infrastructure Plan
- Preliminary Drainage Plan
- Preliminary Plat – phasing is encouraged
- Final Drainage Plan
- Public Improvement Plans
- Public Improvement Plan Agreement
- Final Plat
- Site Development Plan
- Building Permits
- Demo/moving permit for existing structures

Jonathan Jenkins  
Bastrop Construction Standards Manual, Exhibit "G-3a" and "G-3b" illustrate how the roadway system within portions of the Property follow the intent of the City's transportation grid system.

**Section 8.02 Dedication of Roadways.** Owner shall dedicate all roadways within the Project to the City/County; however as noted above, many of the roadways may be privately maintained. Except for the Highway 20 Extension and Blakey Road Extension more particularly described below which will be maintained by the authority having jurisdiction once dedicated, all roadways within the Project, once dedicated, shall be maintained by the Association or the County.

**Commented [AB35]:** There is a question of who the roadways should be dedicated to and when. That can be determined at the time of platting, for example.

### Section 8.03 Highway 20 Extension/Blakey Road Extension

(a) By constructing the Highway 20 Extension (defined below) and the Blakey Road Extension (defined below), the Owner is following the City's Transportation Plan. The Parties acknowledge and agree that these roadway extensions are needed for public safety reasons and will be built to engineering standards required by the County.

**Commented [TJ36]:** Is it for public safety?

(b) Owner shall construct or cause to be constructed (i) the extension of Highway 20 commencing at \_\_\_\_\_ and terminating at \_\_\_\_\_ ("Highway 20 Extension") along the route generally shown on The City of Bastrop Master Transportation Plan as further depicted on Exhibit "G-13b" attached hereto and in accordance with the cross-sections and design specifications attached as Exhibit "G-2" and (ii) the extension of Blakey Road commencing at the current termination of Blakey Road and terminating at the \_\_\_\_\_ boundary of the Property (the "Blakey Road Extension"), along the route generally shown on Exhibit "G-31" attached hereto and in accordance with the cross-sections and design specifications shown in Chapter 7 of the Bastrop Building Block Codes attached as Exhibit "G-2".

**Commented [TJ37]:** Use the MTP map as the exhibit

**Commented [JB38]:** Is this a TxDot road? If so, it needs to be their design

(c) The Owner intends to work with the County to obtain any rights of way or easements needed to accommodate the construction of the Highway 20 Extension and /or the Blakey Road Extension. It is intended that the County will use its powers of eminent domain to acquire any rights-of-way or easements.

Notwithstanding the foregoing, to the extent needed or applicable, the City will make available, at no cost to Owner, the right to use any rights of way or easements held by the City to accommodate Owner's construction of the Highway 20 Extension and /or the Blakey Road Extension. Recognizing the regional benefit to the City and its residents accruing from the construction of the above referenced roadway extensions, if offsite easements are required and Owner is unable to obtain all required easements/right of way, upon written request and documentation of a good faith effort, the City will use best efforts to assist with easement/right of way acquisition, including working with the County to exercise the County's power of eminent domain.

**Commented [AB39]:** There is a question as to whether the City can broadly grant such access to its easements. Might take refinement of this language.

## ARTICLE IX. ANNEXATION

**Commented [AB40]:** This topic warrants broader discussion by the Parties.

**Section 9.01 Annexation by City.** Owner and the City hereby agree to the annexation of the Property into the City's corporate city limits, as permitted by Section 212.172(b) (7) of the Texas Local



Jonathan Jenkins

Government Code, and intend that this Agreement provide for the annexation of the Property for all purposes and shall constitute Owner's vote for Annexation. Notwithstanding the above, annexation of the Commercial Property shall occur over time as the Commercial Property is developed and annexation of the Commercial Property shall not occur unless and until: (1) the PID described in Article 10 of this Agreement has been created and the PFA has been approved by the City Council, and (2) a certificate of ~~occupancy~~ occupanc(y)(ies) have been issued for ~~the improvement(s)~~ all buildings (i.e. full buildout) to be located on the applicable portion of the Commercial Property being annexed. Further notwithstanding the above, annexation of the Residential Property shall not occur until the later of: (i) the date when there are no PID Bonds outstanding on the Property or (ii) the date which is at least 40 years from the Effective Date. The Owner is

**Section 9.02 Zoning of Annexed Land.** Contemporaneously with the annexation of portions of the Property into the City's corporate city limits, the City will zone such annexed portions of the Property in a manner consistent with the land use regulations described in ~~Section Article~~ Section 4, including Exhibit "B", Exhibit "F", and the terms and waivers of this Agreement.

Contemporaneously with the annexation of portions of the Commercial Property into the City's corporate city limits, the City will zone such annexed portions of the Commercial Property in a manner ~~consistent~~ compatible with the City's current land use regulations ~~described in Section 4, including Exhibit "B", Exhibit "F", and the terms and waivers of this Agreement.~~ and any and all non-conforming uses shall remain allowed until they are discontinued.

**ARTICLE X.**

**PUBLIC IMPROVEMENT DISTRICT**

**Section 10.01 Public Improvement District.** Owner has previously submitted a petition to create a PID for the Property, and the City may, in its discretion and using its best efforts, initiate and approve all necessary documents and ordinances required to effectuate this Agreement, to create the PID, and to levy assessments generally in accordance with the terms described in ~~Exhibit "I"~~ attached hereto. The Owner has prepared and the City will consider the approval of the PID Financing Agreement (the "PFA") concurrently with this Agreement and thereafter the Service and Assessment Plan (defined below) providing for the levy of the assessments on the Property. The PID proceeds will be used to fund the Authorized Improvements.

**Section 10.02 PID Bond Issuance.** It is intended that the City will issue PID Bonds in more than one series solely for the purposes of acquiring or constructing Authorized Improvements. The Owner may request issuance of PID Bonds by submitting a Bond Issuance Request and providing the City with a list of the Authorized Improvements to be funded with the PID Bonds and the estimated costs of such Authorized Improvements. The Owner acknowledges that the City may require at that time a professional services agreement that obligates the Owner to fund the costs of the City's professionals relating to the preparation for and issuance of PID Bonds, which amount shall be agreed to by the Parties and considered a cost payable from such PID Bonds. The issuance of PID Bonds is subject to the following conditions:

**Commented [AB41]:** This language warrants further discussion and wordsmithing. At what point is it in the financial best interests of the City to annex the property? What are the Developer's concerns regarding timing? How about the future property owners?

**Commented [TJ42]:** Can't we just say something like (the zoning will be in a manner that is most compatible with the city's current land use regulations?) and that all non-conforming uses are allowed until they are discontinued.

**Commented [TJ43]:** Incomplete data

**Commented [TJ44]:** No exhibit

Jonathan Jenkins

(1) the adoption or amendment of a service and assessment plan (the "Service and Assessment Plan") and an Assessment Ordinance levying assessments on all or any portion of the Property benefitted by such Authorized Improvements in amounts sufficient to pay all costs related to such PID Bonds;

(2) the aggregate principal amount of PID Bonds issued and to be issued shall not exceed amounts sufficient to fund the Authorized Improvements and stated in the PID Petition;

(3) each series of PID Bonds shall be in an amount estimated to be sufficient to fund the Authorized Improvements or portions thereof for which such PID Bonds are being issued;

(4) the Owner, at the request of the City, providing an appraisal and feasibility report;

(5) a minimum Value to Lien ratio of 3 to 1;

(6) approval by the Texas Attorney General of the PID Bonds and registration of the PID Bonds by the Comptroller of Public Accounts of the State of Texas; and

(7) construction (i.e. upfront) bonds may be used.

**Section 10.03 PFA and SAP.** The Parties acknowledge that the PFA and SAP will provide additional information on the PID and all aspects of the PID financing. The PFA and/or the SAP (as applicable) will control when in conflict with the provisions of this Agreement.

**ARTICLE XI.**  
**AMENDMENTS TO THE AGREEMENT**

**Section 11.01 Amendments to Agreement.** This Agreement may be amended only by a written agreement signed by the City and Owner, or all the then-current owners of all portions of the Property (other than the individual owners of occupied single-family, duplex, townhomes and single family residential lots); provided, however, an owner of a portion of the Property (other than an individual owner of an occupied single family, duplex, townhouse or attached single family residential lot) and the City may amend this Agreement as it relates solely to such owner's parcel without the joinder of any other landowner, provided that the owner of the Property listed on the signature page of this Agreement (the "Original Owner") must be Party to such amendment if the Original Owner then owns any portion of the Property. In addition, as long as the Original Owner owns any portion of the Property during the first ten (10) years of the terms of this Agreement, the Original Owner and the City may amend this Agreement without the joinder of any other landowner, so long as the Original Owner continues to own Property within the Project. If this Agreement is amended for the benefit of another owner of a portion of the Property, any default under such amendment shall not constitute a default under this Agreement.

**Commented [JB45]:** Is this normal language? The city and Jonathan can make changes even if he's sold off/transferred 95%?



Jonathan Jenkins

**ARTICLE XII**  
**REPRESENTATIONS AND WARRANTIES**

**Section 12.01 Authority, No Conflict.** This Agreement constitutes the legal, valid and binding obligation of Owner, enforceable against Owner in accordance with its terms. Owner has the authority and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

**Section 12.02 Performance.** Owner and the City will reasonably cooperate with one another to accomplish the intent and purposes of this Agreement, and will perform each and all of its respective duties and responsibilities pursuant to this Agreement.

**Section 12.03 Organization and Good Standing.** The Owner is a duly organized and validly existing limited liability company and is in good standing under the laws of the State of Texas, with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement. The City is a duly organized and validly existing municipal corporation in good standing under the laws of the State of Texas, with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement.

**Section 12.04 Authority, No Conflict.** This Agreement constitutes the legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms. The City has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

**ARTICLE XIII**  
**DEFAULT AND REMEDIES FOR DEFAULT**

**Section 13.01 Preventative Default Measures.** The Parties presently enjoy a good working relationship and understand the meaning and intent of this Agreement; however, the Parties recognize that individual representatives of each of the Parties will likely change over the course of this Agreement. The City agrees that day-to-day oversight of the implementation of this Agreement shall at all times during the Term be assigned directly to the Assistant City Manager of Development Services. In the event of a dispute involving an interpretation or any other aspect of this Agreement, upon Owner's request, the Assistant City Manager shall convene a meeting of the Parties as soon as reasonably practical and use all reasonable efforts to avoid processing delays and to resolve the dispute and carry out the spirit and purpose of this Agreement.

**Section 13.02 Default.** It shall be a default under this Agreement if either Party shall fail to perform any of its obligations under this Agreement or such failure shall remain uncured following the expiration of thirty (30) days after written notice of such failure from the other Party. However, in the event the default is of a nature that cannot be reasonably cured within such thirty (30) day period, the defaulting Party shall have a longer period of time as may be reasonably necessary to cure the default in question.

Jonathan Jenkins

**Section 13.03 Default Unique to the City.** In addition, the City shall be in default under this Agreement if, after reasonably adequate time for review and processing, City staff unreasonably withholds the release of any proposed development permit or approval, utility service extension request and/or development application with respect to the Project that complies with the terms of this Agreement and that the City's staff is authorized to approve administratively. The failure or refusal of the City Council or any board or commission of the City to timely approve any such amendment, modification, permit or application that is consistent with this Agreement and the Applicable Requirements shall constitute a default under this Agreement. The City shall also be in default if it imposes any requirements, standards, moratoria, or interim development controls upon the Project that are in conflict with or limit the express provisions of this Agreement. The City shall not, however, be in default based upon the imposition of requirements, standards, moratoria, interim development controls or temporary moratoria that are required by the Applicable City Code, a state or federal law, rule, regulation or administrative directive outside of City's control, or due to an emergency constituting a threat to the public health or safety, provided that any such requirement, standard, or moratorium will continue with respect to the Project only during the duration of the emergency.

**Section 13.04 Remedies Between the City and Owner.** If a Party contends that the other Party is in default of this Agreement, the non-defaulting Party shall give written notice of such contention to the defaulting Party, specifying the nature of the alleged default, and allow the applicable time period for cure of the default set forth in Section 13.02 above. The defaulting Party shall either cure the alleged default timely, or if the non-defaulting Party and defaulting Party agree in writing for an extension of the time to cure, not later than the extended cure deadline, or, within the time for cure stated in the non-defaulting Party's initial notice of default, give written notice to the non-defaulting Party denying the existence of the alleged default and invoking the following dispute resolution mechanisms. First, if both Parties shall mutually agree to submit to mediation, they shall attempt to resolve the dispute amicably. If mediation is unsuccessful or if one or both of the Parties decline to engage in mediation, then either Party may institute legal proceedings in a state district court in Bastrop County, Texas, pursuing all available remedies at law or equity, including without limitation a suit for specific performance and/or a Writ of Mandamus in the event of a default by the City. All matters of fact and law shall be submitted to and determined by the court (subject to appeal). Each party shall pay its own costs and attorney fees.

**Section 13.05 No Liability For Actions of Others.** Except as expressly set forth herein: (a) the liabilities, obligations and responsibilities of each owner of the Property or any portion thereof, their successors and assigns, under this Agreement are several, and not joint; and (b) no owner of the Property or any portion thereof, or successor or assign, will be in default under this Agreement or otherwise liable or responsible for any default which is not caused by such landowner or by any person acting by, through or under such owner or successor or assign.

**Section 13.06 Intentionally Deleted.**

**Section 13.07 Breach of Contract.** It shall be a breach of contract if the City issues any permit (i.e., municipal approval) to the Owner, successor, or assign, and the Owner, successor, or assign builds contrary to the issued permit.

**Section 13.08 No Third-Party Beneficiary.** This Agreement is not intended, nor will it be

Jonathan Jenkins

construed, to create any third-party beneficiary rights in any person or entity who is not a Party.

**Section 13.09 Reservation of Rights.** To the extent not inconsistent with the terms of this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

#### **ARTICLE XIV.** **ADDITIONAL LAND**

**Section 14.01 Addition of Land.** Owner may, in the future, desire to add all or a portion of the Additional Land to the Project boundaries and the Property that is subject to this Agreement and all subsequent amendments hereto, Owner may add (through a ~~major~~ minor amendment with approval by City Council as described in Section 5.03 above) any Additional Land that it owns or acquires to the Project and this Agreement. Owner shall provide City with an updated Concept Plan and Parks, Trails and Open Space Plan depicting the land area added. City agrees that the Additional Land shall become part of the Project which shall be subject to the terms of this Agreement. This Agreement shall be administratively amended to include the Additional Land.

**Section 14.02 Permitted Use of Additional Land.** Owner shall have the right to designate permitted uses for the Additional Land, which are generally consistent with the uses as shown on the Concept Plan. In the event that Owner seeks to form a PID on the Additional Land, the City shall follow the same procedures as are described in this Agreement to create a new PID for any Additional Land.

#### **ARTICLE XV.** **MISCELLANEOUS PROVISIONS**

**Section 15.01 Effective Date.** The Parties agree that the "Effective Date" of this Agreement shall be the date on which this Agreement is executed by both Parties.

**Section 15.02 Term.** This Agreement shall commence and bind the Parties on the Effective Date and continue until a date which is ~~forty~~ twenty (20) years after the Effective Date, unless sooner terminated by express written agreement executed by both Parties or an event of default causes this Agreement to terminate early or extended by express written agreement executed by both Parties (as may be extended pursuant to this Section 15.02, the "Term"). The Term shall be automatically extended for an additional twenty (20) years at the end of the original terms unless otherwise agreed to by the Owner and the City in writing.

**Section 15.03 Termination.** This Agreement may be terminated as to all of the Property only by express written agreement executed by the City and Owner, or all the then current owners of all portions of the Property (other than owners of occupied single family, duplex, townhouse, or attached single family residential lots). This Agreement may be terminated as to a portion of the Property only by express written agreement executed by the City and the owners of such portion of the Property affected by the termination; provided that if Owner still owns any portion of the Property, Owner must consent in writing to such termination. In the event this Agreement is terminated by mutual agreement

**Commented [AB46]:** There are questions about whether the term should be 20 with options to renew based on ABC, ...

Jonathan Jenkins

of the Parties or by its terms, the Parties shall promptly execute and file of record in the Official Public Records of Bastrop County, Texas, a document confirming the termination of this Agreement, and such other documents as may be reasonably appropriate to reflect the basis upon which such termination occurs.

**Section 15.04 Agreement Binds Succession and Runs with the Land.** This Agreement shall bind and inure to the benefit of the Parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on all future developers and owners of land within the Property. Nothing in this Agreement is intended to impose obligations on individual owners of platted lots, except as expressly set forth in this Agreement. A Memorandum of Agreement, substantially similar to the form of Exhibit "J" shall be recorded in the real property records of Bastrop County, Texas.

**Section 15.05 Assignment.**

a. This Agreement and the rights and obligations of Owner hereunder may be assigned by Owner to an affiliate of Owner or to a development single purpose entity without the consent of the City, provided that the assignee assumed all of the obligations of Owner hereunder. Upon assignment to a development single purpose entity, that entity shall be the "Original Owner" for all purposes hereof.

**Commented [JB47]:** Agree that the City should have the option to consent

For assignments to other than an affiliate or a development single purpose entity as provided above, Owner may, at its sole and absolute discretion, assign this Agreement as to all or a portion of the Property from time to time to any party that (i) does not owe delinquent taxes or fees to the City, (ii) is not in material default (beyond any applicable notice and cure period) under any development agreement with the City, and (iii) has the experience, expertise and the financial capacity and ability to perform the duties or obligations so assigned under this Agreement. Owner shall provide the City thirty (30) days prior written notice of any such assignment. If the City has objections to such assignment satisfying the requirements above, the City shall provide written notice of such objections to the Owner within ten (10) days of receiving the assignment notice from Owner. Owner will not be released from its obligations under this Agreement if the City objects to the assignment as described above and such objections are not resolved by and between Owner and the City; provided, however, the City shall not unreasonably withhold Owner's release from its obligations under this Agreement.

Upon such assignment, Owner shall be deemed to be automatically released of any obligations under this Agreement, as to the portion of the Property assigned.

Any assignment must be in writing, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to the City.

b. The mere conveyance of a lot or any portion of the Property without a written assignment of the rights of Owner shall not be sufficient to constitute an assignment of the rights or obligations of Owner hereunder, unless specifically provided herein.

**Section 15.06 Entire Agreement.** This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the

Jonathan Jenkins

subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties as provided for in this Agreement. This Agreement and the agreements between the Parties referenced in this Agreement, supersede all prior agreements between the Parties concerning the subject matter of this Agreement.

**Section 15.07 Notice.** It is contemplated that the Parties will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for such Party, (i) by delivering same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery", addressed to the Party to be notified, (iv) by sending same by facsimile with receipt of confirmation or (v) by email. Notice deposited in the United States mail in the manner described above shall be deemed effective from and after the earlier of the date of actual receipt or three (3) days after the date of such deposit. Notice given in any other manner shall be effective on the date delivered, if sent by confirmed facsimile or personal delivery, or the day after deposit with a "next day delivery" service. For the purposes of notice, the addresses of the Parties shall, until changed as provided below, be as follows:

**Owner:**

NEU Community Bastrop LLC  
Attn: Jonathan Jenkins  
505 John Vernon Ln.  
Euless, Texas 76040  
[jonathan@nomaadlife.com](mailto:jonathan@nomaadlife.com)

**With a Copy to:**

Talley J. Williams  
221 W. 6<sup>th</sup> Street, Ste 1300  
Austin, Texas 78751  
[TWilliams@mwswtexas.com](mailto:TWilliams@mwswtexas.com)

**City:**

City of Bastrop, Texas  
Bastrop City Hall  
1311 Chestnut Street  
Bastrop, TX 78602  
[citysec@cityofbastrop.org](mailto:citysec@cityofbastrop.org)

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days written notice to the other Party.

**Section 15.08 No Joint Venture.** It is acknowledged and agreed by the Parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture

*Jonathan Jenkins*

among the Parties. The City, its past, present and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the development of the Project.

**Section 15.09 Time.** Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

**Section 15.10 Force Majeure.** Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" means events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care, including, without limitation, acts of God or the public enemy, war, terrorism, criminal activity, riot, civil commotion, insurrection, government or de facto governmental action or failure to act (unless caused by the intentionally wrongful acts or omissions of the Party), fires, explosions, floods, hurricanes, adverse weather, epidemic, pandemic, widespread pestilence, materials or labor shortages, strikes, slowdowns, or work stoppages. In no event shall "force majeure" apply to the payment of any sum of money.

**Section 15.11 Severability.** If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected.

**Section 15.12 Waiver.** Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver of such provision or of any other provision of this Agreement, and such Party shall have the right at any time(s) thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

**Section 15.13 Attorney's Fees and Court Costs.** In the event that any matter relating to this Agreement results in the institution of legal proceedings by any Party to this Agreement, each Party in such proceeding shall be responsible for the expenses incurred by it in connection with such proceedings, including, without limitation, court costs and attorneys' fees.

**Section 15.14 Applicable Law and Venue.** The construction and validity of this agreement shall be governed by the laws of the state of Texas. Venue for any dispute arising from or related to this Agreement shall be in a Texas state district court for Bastrop County as applicable, and shall be in accordance with the Texas Civil Practice and Remedies Code.

**Section 15.15 Further Assurances.** Both Parties agree that at any time after execution of this

*Jonathan Jenkins*

Agreement, they will, upon request of the other Party, execute and deliver such further documents and do such further acts and things as may be reasonably necessary or desirable to effectuate the terms of this Agreement.

**Section 15.16. Authority for Execution.** The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and that this Agreement has been approved in conformity with City ordinances and other applicable legal requirements. Owner certifies, represents, and warrants that the execution of this Agreement is duly authorized in conformity with its organizational documents.

**Section 15.17 Incorporation of Exhibits and Other Documents by Reference.** All Exhibits and other documents attached to or referred to in this Agreement are incorporated by reference for the purposes set forth in this Agreement.

**Section 15.18 Counterparts.** This Agreement may be executed in multiple counterparts, which shall be construed together as a single original instrument as though all Parties had signed one instrument, and, when executed, each counterpart shall be binding upon and inure to the benefit of each of the Parties executing the instrument whether or not all other parties have executed same.

**Section 15.19 Interpretation.** Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

**Section 15.20 Compliance with HB 89 and SB 252.**

a. In accordance with Section 2270.002, Texas Government Code, the Owner hereby verifies that neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Owner: (i) Boycotts Israel (as such term is defined in Section 2270.001, Texas Government Code) and (ii) subject to or as otherwise required by applicable Federal law, including, without limitation, 50 U.S.C. Section 4607, will Boycott Israel during the term of this Agreement.

b. Pursuant to Section 2252.152, Texas Government Code, neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Owner is a company currently listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

**Section 15.21 Effect of Agreement.** This Agreement, including all of the related approvals, consents and plans, shall remain in effect for the Term of the Agreement regardless of whether all or any portion of the Property is annexed and/or zoned. To the extent this Agreement conflicts with the Applicable City Code, this Agreement shall control.

**Section 15.22 Not Binding on End Users.** As provided in Section 212.172(f), Texas Local

Jonathan Jenkins

Government Code, this Agreement is not binding on, and does not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property, except for land use and development regulations that may apply to a specific lot.

**Section 15.23 Estoppel Certificates.** From time to time upon written request by any seller or purchaser of property within the Property, or any lender or prospective lender of the Owner or its assignees, the City shall execute a written estoppel certificate to such seller or purchaser stating, if true that the City has not given or received any written notices alleging any events of default under this Agreement.

**Section 15.24 Exhibits.**

Exhibit "A" Property

Exhibit "A-1" Commercial = Property (Signed Survey)

Exhibit "A-2" Residential = Property Legal Description

Exhibit A-3 = Property Additional Land #1

Exhibit A-4 = Property Additional Land #2

Exhibit A-5 = Property Additional Land #3

Exhibit "B" B = Overall Concept Plan/Project

Exhibit "C" Prohibited Uses B-1 = Living Units > 1,000 sq ft

Exhibit B-1a = Visual Reference Example

Exhibit B-1b = Visual Reference Example

Exhibit B-1c = Visual Reference Example

Exhibit B-2 = Living Units < 1,000 sq ft

Exhibit B-2a = Visual Reference Example

Exhibit B-3 = Commercial Lot #1

Exhibit B-3a = Visual Reference Example

Exhibit B-4 = Commercial Lot #2

Exhibit B-5 = Commercial Lot #3

Exhibit B-5a = Visual Reference Example

Exhibit B-6 = Commercial Lot #4

Exhibit B-7 = Commercial Lot #5

Exhibit B-7a = Visual Reference Example

Exhibit B-8 = Central Park Forest

Exhibit B-8a = Visual Reference Example

Exhibit C = Prohibited Uses

Exhibit "D" Trails and Open Space Plan D = Intentionally Omitted

Exhibit "E" = Wastewater Facilities

Exhibit "F" = Development Waivers

Exhibit "G-1" Highway 20 Extension G-1 = Roadway Plan

Exhibit "G-2" Highway 20 Extension = Cross Sections and Design Specifications

Exhibit "G-3" Blakely Road Extension

**Commented [JB48]:** All exhibits need labels at the top with the corresponding labels below. All exhibits need legends, scales, north arrows, existing and proposed major streets labeled. Clearly depict the property boundary on all exhibits.

**Commented [JB49]:** Needs to be a signed survey

**Commented [JB50]:** It looks like Commercial Property has residential units and Residential Property has commercial buildings. The Intent of the B<sup>3</sup> Code is provide flexibility and incremental development around the street grid. As there are major deviations being asked for in this agreement, more specificity needs to be determined upfront of mix of uses/building types

**Commented [JB51]:** What about Exhibit A-3 Condos?

**Commented [JB52]:** Please label all streets (public, private) and what street cross-section is being used.

**Commented [JB53]:** Not attached

**Commented [JB54]:** Strike – design specifications in Construction Manual



City's MWSW Comments  
Trey Job / Jennifer Bills  
& Alan Bojorquez

Draft "4B" by MWSW

Nov. 20, 2020

Jonathan Jenkins

~~Exhibit "G-1" Blakely Road Extension Cross Sections and Design Specifications~~

~~Exhibit G-2a = Visual Reference Example~~

~~Exhibit G-2b = Visual Reference Example~~

~~Exhibit G-2c = Visual Reference Example~~

~~Exhibit G-3a = Master Transportation Grid Intent~~

~~Exhibit G-3b = Master Transportation Grid Overlay~~

~~Exhibit "H" = Intentionally Deleted/Omitted~~

~~Exhibit "I" = PID Term Sheet~~

~~Exhibit "J" = Memorandum of Agreement~~

~~Exhibit "K" = Water Facilities~~

**Commented [JB55]:** Strike – design specification in Construction Manual

**Commented [JB56]:** Need to replace with desired cross section from the B<sup>3</sup> Code Chapter 7

**Commented [JB57]:** Not attached

**Commented [JB58]:** Not attached

[SIGNATURE PAGE FOLLOWS]

~~City's~~ *MWSW Comments*  
*Trey Job / Jennifer Bills*  
*& Alan Bojorquez*

*Draft "AB" by MWSW*

*Nov. 2020*

Jonathan Jenkins

EXECUTED in multiple counterparts, each of which shall constitute an original, this \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date").

CITY:

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, City Secretary

OWNER:

**NEU COMMUNITY BASTROP, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

*City's MWSW Comments  
Trey Job / Jennifer Bills  
& Alan Bojorquez*

*Draft "AB" by MWSW*

*Nov. 2020*

*Jonathan Jenkins*

**Exhibit A**  
**PROPERTY**

**Exhibit A-1**  
**COMMERCIAL PROPERTY (SIGNED SURVEY)**

*City's MWSW Comments  
Trey Job / Jennifer Bills  
& Alan Bojorquez*

*Draft "AB" by MWSW*

*Nov. 201, 2020*

*Jonathan Jenkins*

**Exhibit A-2**  
**RESIDENTIAL PROPERTY LEGAL DESCRIPTIONS**

*City's MWSW Comments  
Trey Job / Jennifer Bills  
& Alan Bojorquez*

*Jonathan Jenkins*

*Draft "AB" by MWSW*

*Nov. 201, 2020*

**Exhibit A-3**  
**PROPERTY ADDITIONAL LAND #1**

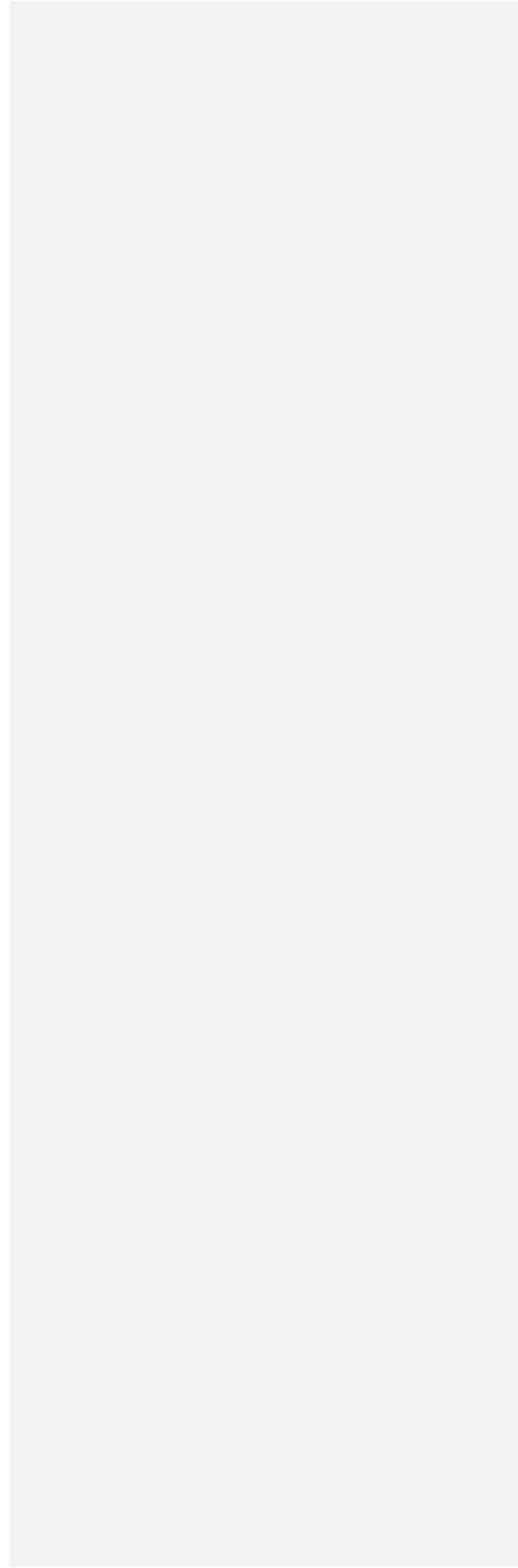


Exhibit A-4  
PROPERTY ADDITIONAL LAND #2

Exhibit A-5  
PROPERTY ADDITIONAL LAND #3

**Exhibit B**

**OVERALL CONCEPT PLAN/PROJECT**

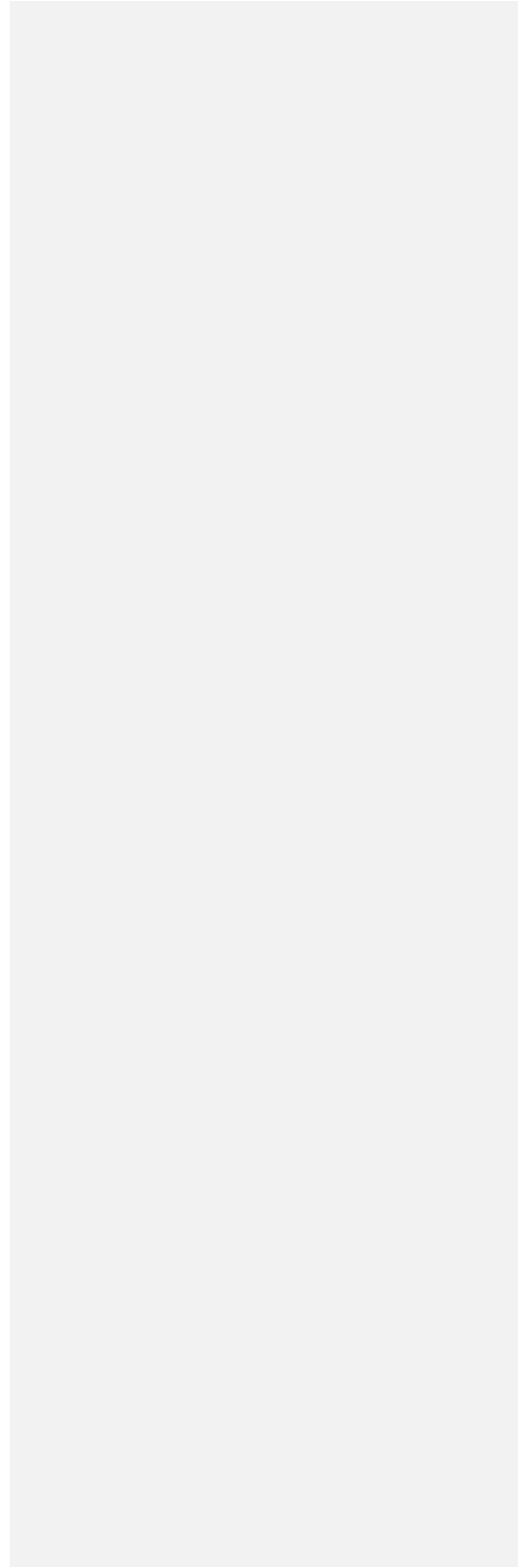
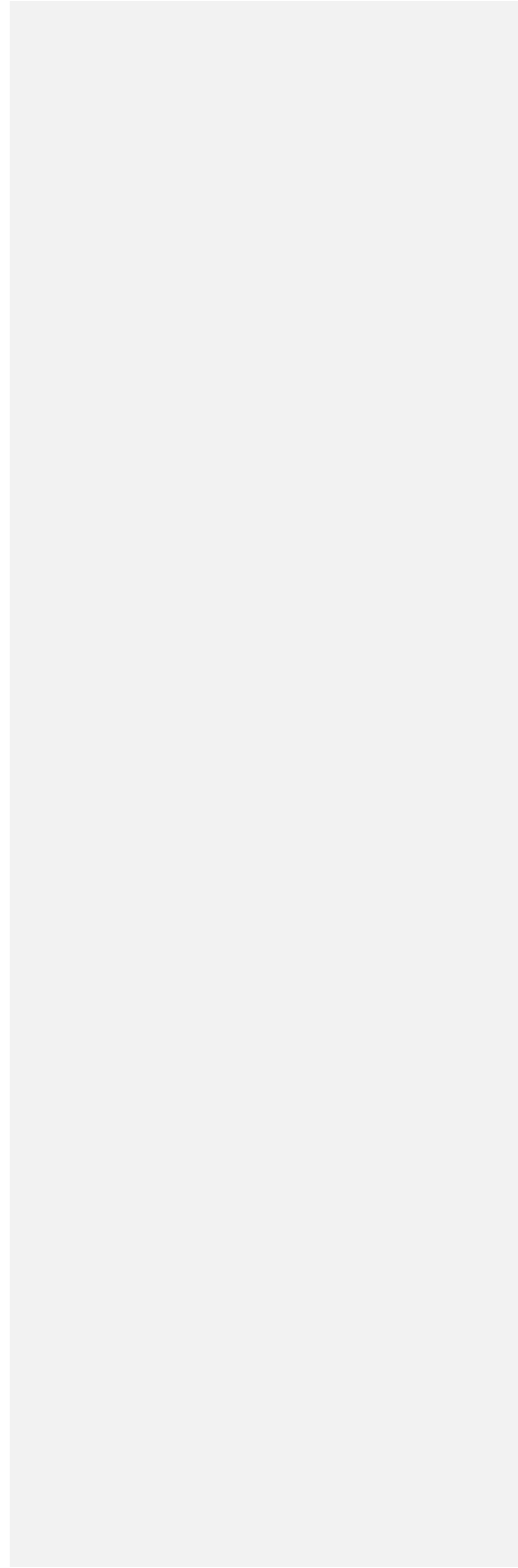


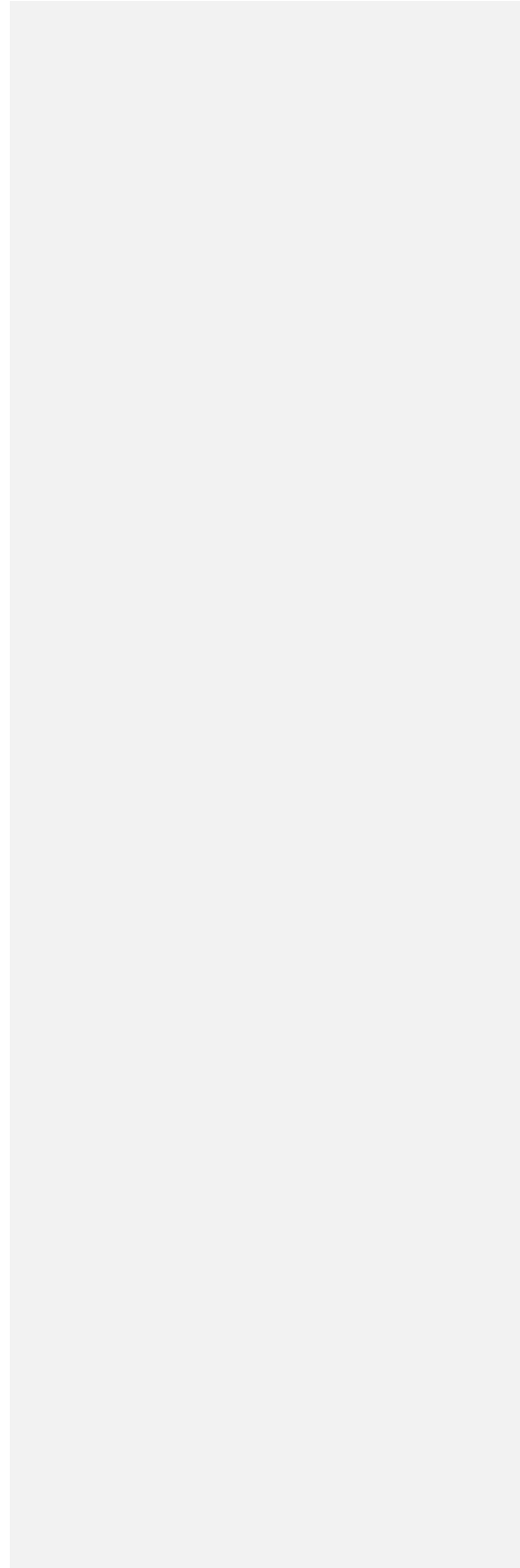


Exhibit B-1  
LIVING UNITS > 1,000 SQ FT

**Exhibit B-1a**  
**VISUAL REFERENCE EXAMPLE**



**Exhibit B-1b**  
**VISUAL REFERENCE EXAMPLE**



**Exhibit B-1c**  
**VISUAL REFERENCE EXAMPLE**

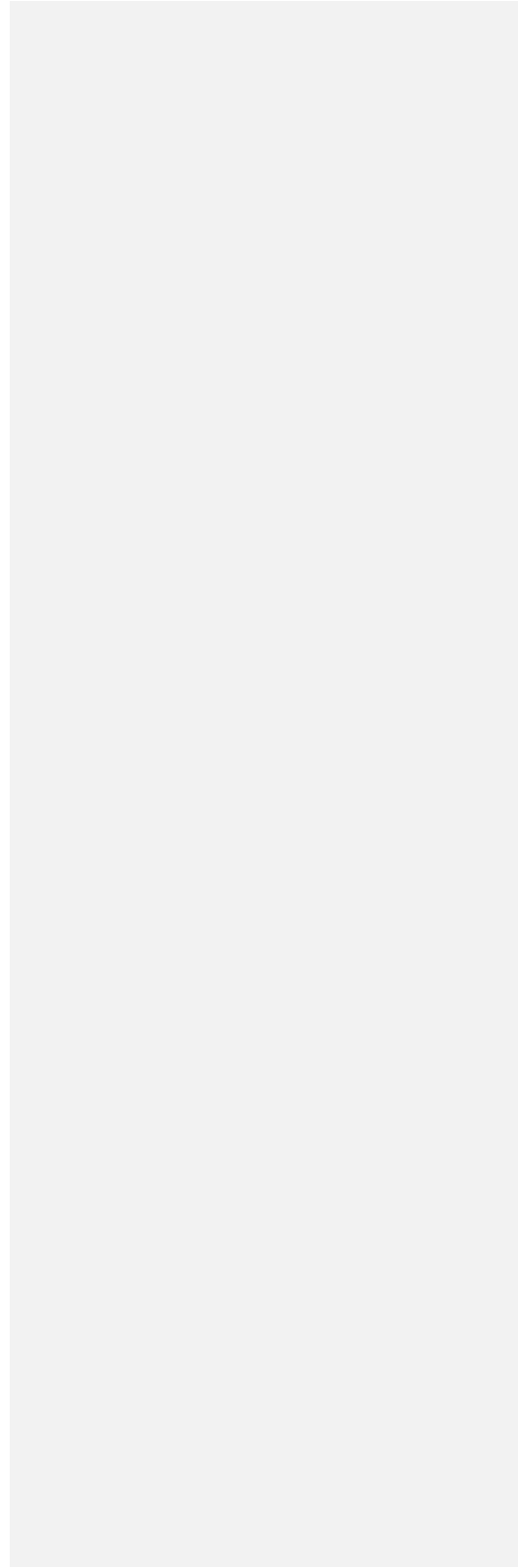


Exhibit B-2  
LIVING UNITS < 1,000 SQ FT

**Exhibit B-2a**  
**VISUAL REFERENCE EXAMPLE**

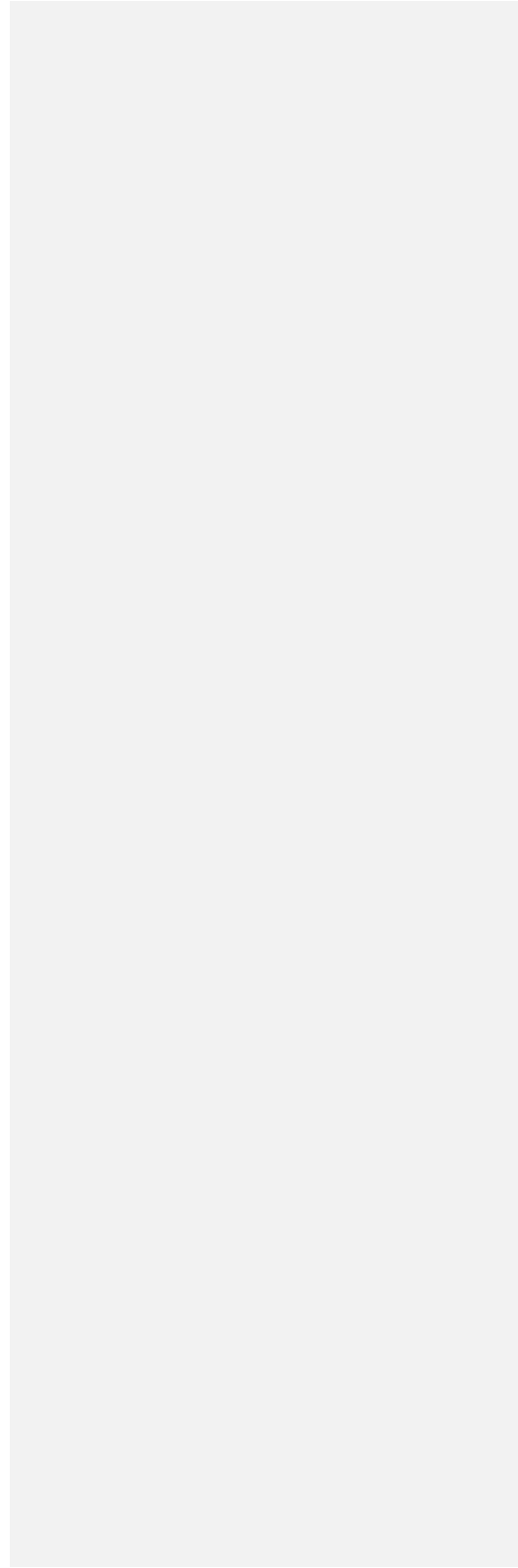


Exhibit B-3  
COMMERCIAL LOT #1

**Exhibit B-3a**  
**VISUAL REFERENCE EXAMPLE**



Exhibit B-4  
COMMERCIAL LOT #2

Exhibit B-5  
COMMERCIAL LOT #3

**Exhibit B-5a**  
**VISUAL REFERENCE EXAMPLE**

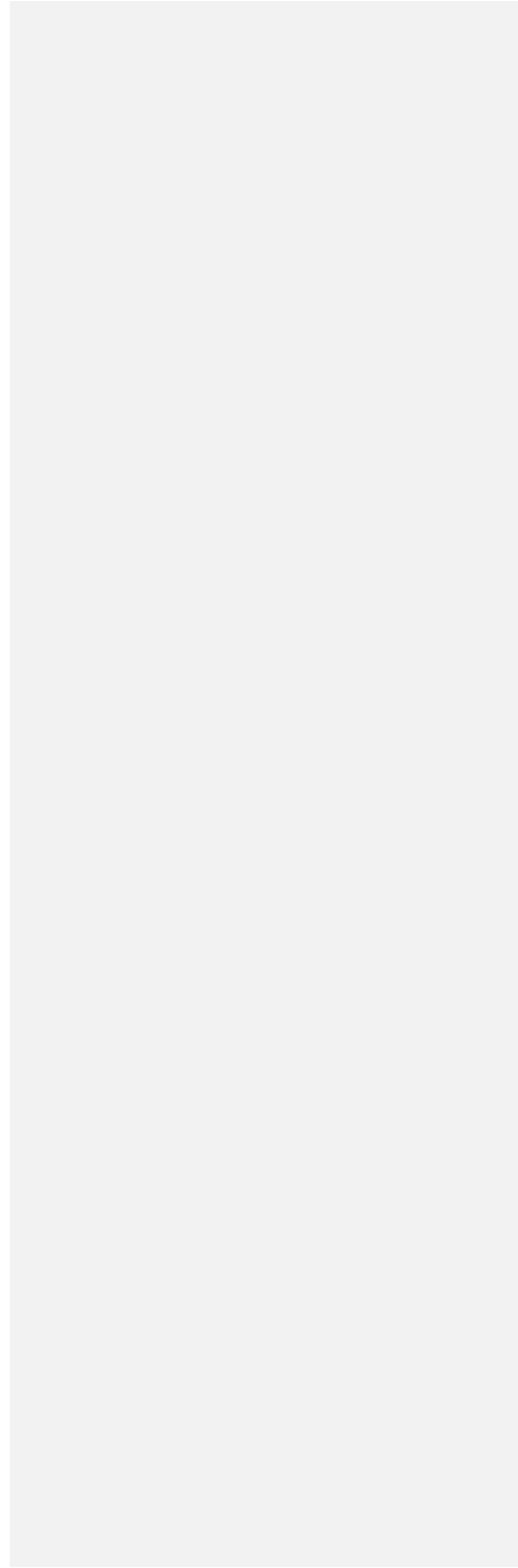


Exhibit B-6  
COMMERCIAL LOT #4

Exhibit B-7  
COMMERCIAL LOT #5

**Exhibit B-7a**  
**VISUAL REFERENCE EXAMPLE**

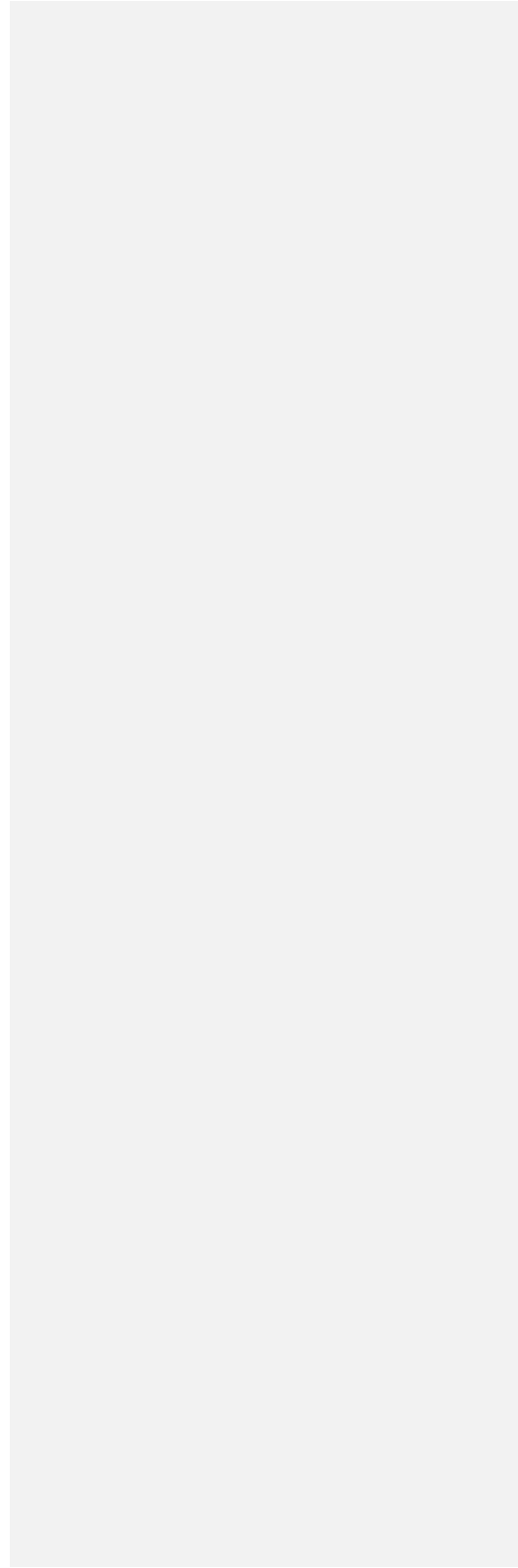


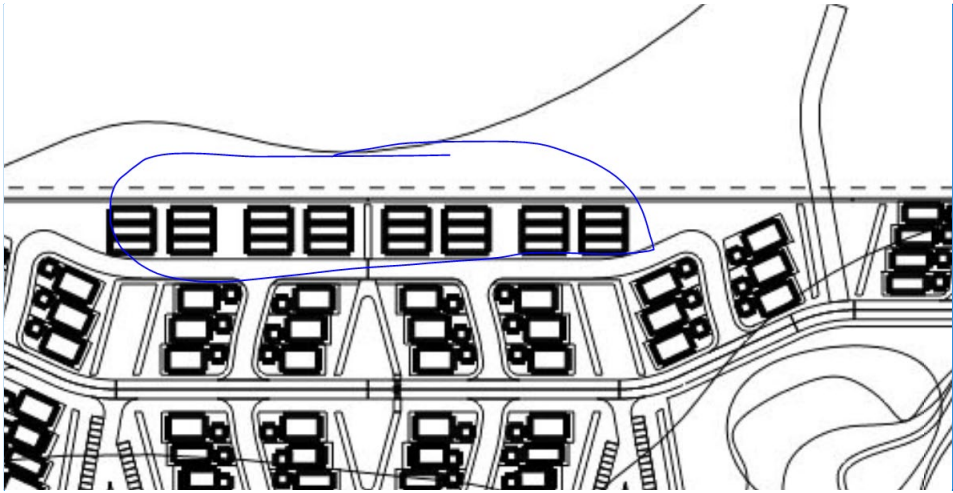
Exhibit B-8  
CENTRAL PARK FOREST

**Exhibit B-8a**  
**VISUAL REFERENCE EXAMPLE**

**Commented [JB59]:** Needs to show grid streets provided, which ones are not provided and a remedy to return to the adopted grid if concept is significantly changed.

**Commented [JB60]:** Are the uses/building types show just an idea of what will be there?  
Need to provide a % breakdown (or range) for the Commercial, Residential, Condo, Park/Open space.  
For each area provide the range of amount of land that can be allocated for a different use/building type.





**Commented [JB61]:** What are the smaller grouped rectangles on the perimeters

**Exhibit C**  
**PROHIBITED USES**

1. any dumping, disposing, incineration or reduction of garbage;
2. any establishment selling or exhibiting pornographic materials;
3. any gambling facility or operation, including, but not limited to, off-track or sports betting parlor, table games such as black-jack or poker, slot machines, video poker/black-jack/keno machines or similar devices, or bingo parlor;
4. any massage parlor, topless club or "strip joint," except that this restriction shall not be deemed to prohibit the operation within the Project of a first-class massage therapy facility (such as a Massage Envy, Massage Heights, or substantially similar operator);
5. activities involving the conduct of major automobile repairs, body repair or painting, welding, storage of dismantled or non-operational vehicles, sale of used automobile parts (it being expressly understood that an oil change and service or tire repair or retail sale establishment, such as a Jiffy Lube, Discount Tire, Firestone, National Tire and Battery and similar establishments shall not be prohibited);
6. monument sales or funeral homes, mortuary, crematorium or cemetery and related services;
7. junkyards;
8. labor camps;
9. sexually-oriented businesses, including, but not limited to, modeling studios and dating or escort services businesses;
10. unusual fire, explosive, or other damaging or dangerous hazard, including the storage, display or sale of explosives or fireworks (not including retail sales of firearms or ammunition); and
11. casino, gaming hall, off track betting facility or other gambling operation or facility (not including sales of Texas State Lottery tickets)

Exhibit D  
~~TRAILS AND OPEN SPACE PLAN~~  
INTENTIONALLY DELETED

**Exhibit E**  
**WASTEWATER FACILITIES**

**Exhibit F**  
**DEVELOPMENT WAIVERS**

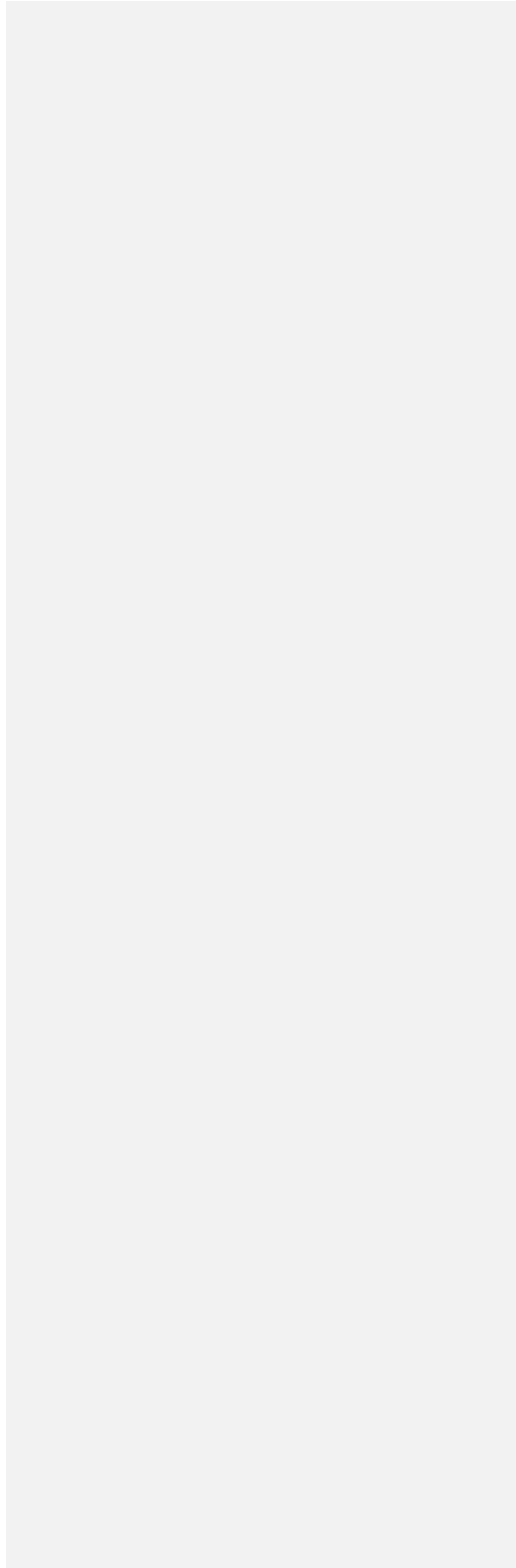
Tree surveys will be done in phases as development progresses, as both Parties understand the desire of the Owner to create a natural forest environment. The scope of each tree survey will be mutually determined between the Owner and the City.

**Exhibit G-1**  
**HIGHWAY 20 EXTENSION**  
**ROADWAY PLAN**

|

**Exhibit G-2**  
**HIGHWAY 20 EXTENSION — CROSS SECTIONS**

Exhibit G-2a  
VISUAL REFERENCE EXAMPLE





**Exhibit G-2b**  
**VISUAL REFERENCE EXAMPLE**

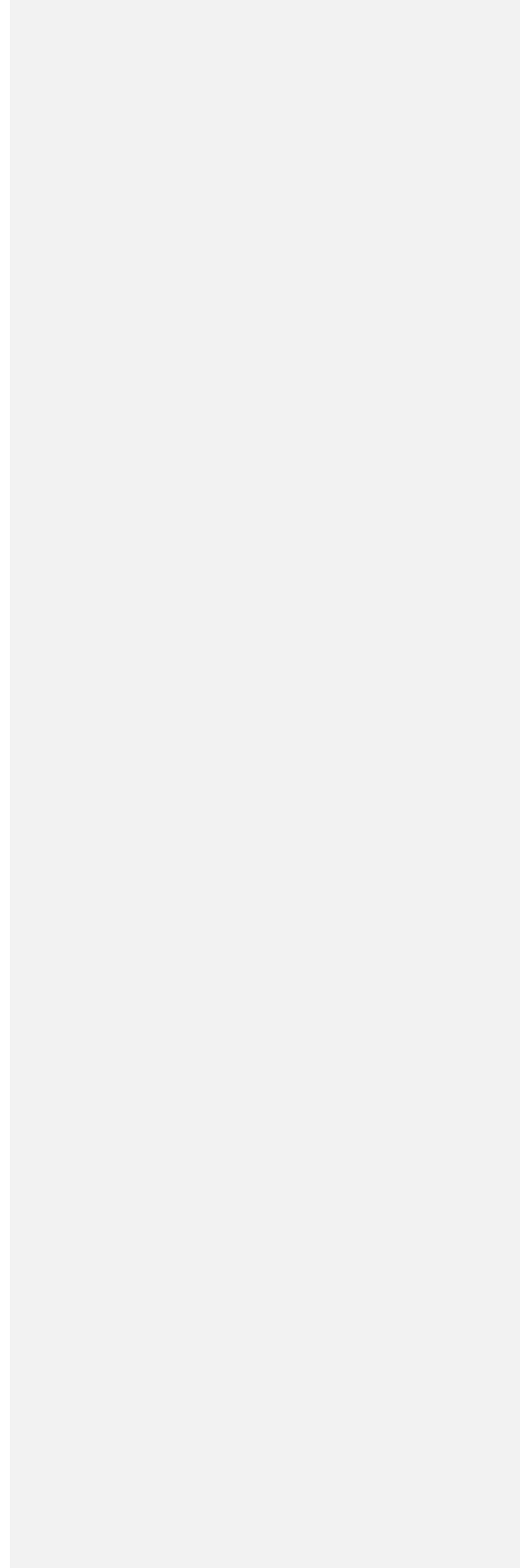
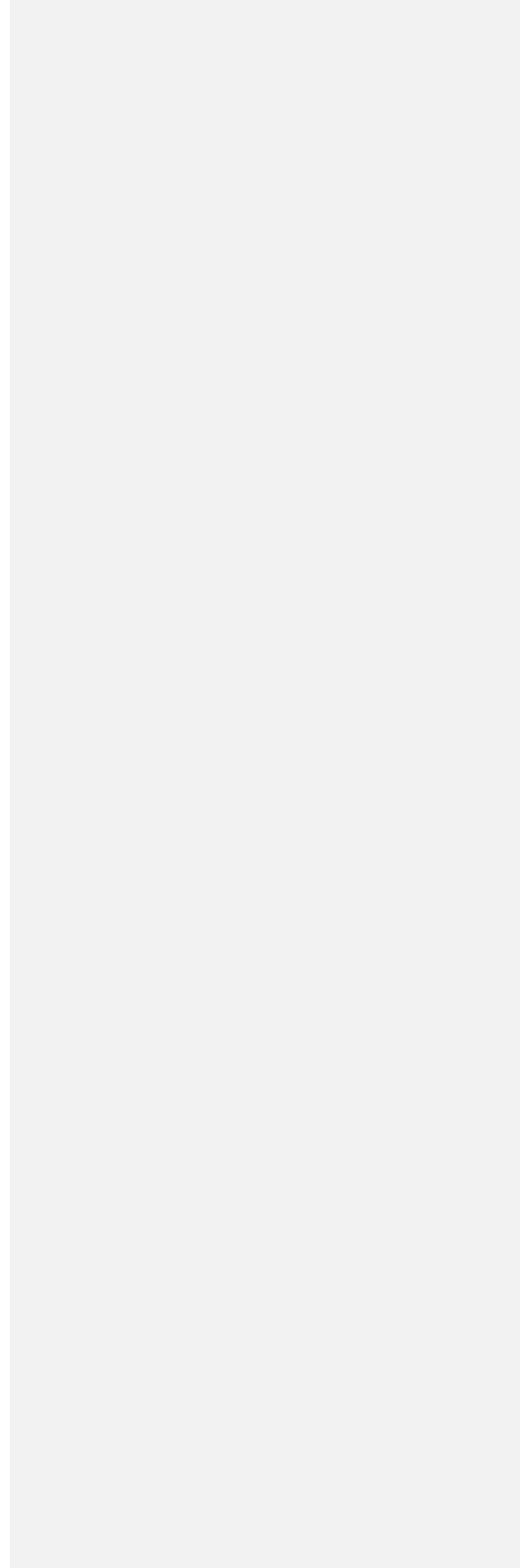


Exhibit G-2c  
VISUAL REFERENCE EXAMPLE



**Exhibit G-3a**  
**BLAKEY ROAD EXTENSION**

**MASTER TRANSPORTATION GRID INTENT**

**Exhibit G-43B**

**BLAKEY ROAD EXTENSION — CROSS SECTIONS AND DESIGN SPECIFICATIONS**  
**MASTER TRANSPORTATION GRID OVERLAY**

Exhibit H  
INTENTIONALLY ~~DELETED~~  
OMITTED

**Exhibit I**  
**PID TERM SHEET**

**EXHIBIT J**

**MEMORANDUM OF AGREEMENT**

THE STATE OF TEXAS     §  
  §  
BASTROP COUNTY         §

THIS MEMORANDUM OF AGREEMENT is executed for the purpose of evidencing, of ~~and~~ the existence of that certain Annexation and Development Agreement dated effective as of \_\_\_\_\_, 2020 (the "Agreement"), by and among the **City of Bastrop, Texas**, a Texas Home Rule City (the "City") and **NEU Community Bastrop, LLC.**, a Texas limited partnership (herein referenced as "NEU"). NEU is an owner of that certain real property located in Bastrop County, Texas, as described on **Exhibit "A"** ("Property"). The Agreement provides for, among other things, certain restrictions and commitments imposed and made in connection with the development of the Property. In addition, the Agreement establishes, defines, protects and clarifies, among other things, certain development rights, entitlements, land uses, intensity, and other physical aspects of the Property.

NOTICE TO BUYERS: ANNEXATION OF ALL OR A PORTION OF THE PROPERTY BY THE CITY IS CONTEMPLATED. BY ACCEPTING A DEED TO ALL OR A PORTION OF THE PROPERTY, EACH FUTURE OWNER OF PROPERTY GRANTS ITS CONSENT TO SUCH ANNEXATION.

The rights, obligations and benefits established pursuant to the Agreement shall run with the land comprising the Property and shall be binding upon all future owners of property in the Property. This instrument is executed solely for the purpose of (i) recording notice of the Agreement in the Official Public Records of Bastrop County, Texas, (ii) providing notice to future owners of property in the Property that land uses and development intensities are flexible and may change within the Property without notice, and (iii) providing notice to future owners of any of the Property that annexation of all or a portion of the Property by the City is contemplated and that by accepting a deed to any portion of the Property, they are consenting to such annexation. This instrument does not alter, amend or modify the Agreement. A copy of the Agreement may be obtained from either NEU or the City.

**CITY:**  
CITY OF BASTROP,  
a Texas home rule city

By: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

OWNER:

NEU COMMUNITY BASTROP, LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**STATE OF TEXAS**           §  
  §  
**COUNTY OF BASTROP**   §

**THIS MEMORANDUM OF AGREEMENT** was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, \_\_\_\_\_, on behalf of NEU COMMUNITY BASTROP, LLC, a Texas limited liability company, on behalf of such limited liability company.

(SEAL) \_\_\_\_\_  
Notary Public, State of Texas





**Memorandum**  
**December 3, 2020**  
**Subject: NEU Community Bastrop Development Agreement**

Dear Mayor and City Council:

The City of Bastrop has very few rules in the ETJ; however, the requirements we do have are for the protection of the City of Bastrop's current and future citizens.

The main requirements are as follows:

- Compliance with the COB Storm Water Design Manual.
- Compliance with the Master Transportation Plan (a gridded street network).
- Compliance with the COB subdivision requirements found in the B3 Codes.
- Compliance with the COB Construction Standards Manual (best engineering practices to protect the city owned infrastructure)

The purpose of a Development Agreement is to authorize enforcement by the municipality of land use and development regulations other than those that apply within the municipality's boundaries (this is where we agree to make variations to our codes) as may be agreed to by the landowner and the municipality; it also provides for infrastructure for the land, including but not limited to:

- Streets and roads;
- Street and road drainage;
- Land drainage; and
- Water, wastewater, and other utility systems

Below is my evaluation of each section of the Development Agreement. It provides and an account of how NEU communities is compliant or non-compliant with city requirements.

- Article III Sec. 3.01 Jurisdiction Non-Compliant

NEU Communities is asking the City to limit its review authority of certain aspects of the permitting process (e.g. "The Site Plan and Building Plan Permits). Ordinarily that would be a reasonable accommodation in the County once all of City Subdivision requirements are met. The City has jurisdiction over subdivision process i.e. Preliminary Infrastructure Plan, Preliminary Drainage Plan, Preliminary Plat, Final Drainage Plan, Public Improvement Plans, Public Improvement Plan Agreement, and the Final Plat. However, in section 5.01 the developer is asking to approve the site plan before any of the required steps are taken. If a Development Agreement is not in place Bastrop County would ordinarily be responsible for the site plan review/approval and any site development permits. Although this case, the City of Bastrop is also the utility provider, and this gives us the authority to review what is connected to our utility systems.



This is important because harmful prohibited discharges such as grease or any discharge with high biochemical oxygen demand (from a commercial use) could harm the wastewater system and impact all customers. The same can be said for the water system we have a responsibility to make sure all connections to the water system are correct and meet TCEQ regulations.

- Section 3.05 Additional Land Unsure if this complies with state law

The original agreement was open ended and allowed the Owner or future Owner to add additional land to the PID and the Project. I requested NEU Communities provided exhibits outlining the land the Owner proposed to add at a later date. However, this will require more in-depth review by our PID attorney to determine the feasibility of pre-approving land that was not defined in the public hearing notice.

- Article IV Land Use Sec. 4.01 Regulations Non-Compliant

NEU is requesting that the development within the Property should comply generally with Exhibit (B) “the concept plan”. The exhibit provided by NEU Communities does not comply with the master transportation plan; further, the proposed uses on the concept plan have caused the financial advisor and staff concern about the marketability of the product. This can all be defined in the Development Agreement. A more cohesive and orderly approach is recommended. For example: it would be more appropriate to depict commercial vs residential showing multi-family and what is allowed in each land use section. NEU has attempted remedy that by adding more detailed exhibits (Exhibits B-1 – B-8). Below is detail on each concept plan exhibit.

B-1 delineates the living units that will be > 1,000 sq. ft. per unit. I asked if the lots will be individually owned or one large lot with multiple units. The answer is both. The area depicted in B-1 will provide a mix of single family residential and multifamily larger lots. A better delineation of the MF vs SFR can be determined at the time of preliminary platting assuming we manage the site planning process. This also will determine the size and location of the utility easements.

B-2 delineates the living units that will be < 1,000 sq. ft. per unit. The product will be detached condo units that are blended into the forest. I asked again if the lots will be individually owned or one large lot with multiple units. The answer is large lots likely 15 acres or more. A better delineation of the lots can be determined at the time of preliminary platting (it is important to know the answers to this in the beginning because it will determine where the utility easements are required thus better defining the private and public realm).

B-3 depicts a 26-acre commercial lot known as commercial lot #1 (the current use shown is agricultural technology). At this point my suggestion is that the owner only demarcates commercial, residential, and multifamily. It will provide more flexibility and the type of commercial can be determined at the site planning stage of development. Again, this is why it is important for the site planning process to be regulated by the City).



B-4 depicts a 16-acre commercial lot known as commercial lot #2 (the current use shown is a drive in & sports venue) My suggestion at this point is the owner only demarcates commercial, residential, and multifamily. It will provide more flexibility and the type of commercial use can be determined at the site planning stage of development. Again, this is why it is important for the site planning process to be regulated by the City).

B-5 depicts a 13-acre commercial lot known as commercial lot # 3 (the current use shown is a school). My suggestion at this point is the owner only demarcates commercial, residential, and multifamily. It will provide more flexibility and the type of commercial can be determined at the site planning stage of development. Again, this is why it is important for the site planning process to be regulated by the City).

B-6 depicts a 26-acre commercial lot known as commercial lot # 4 (the current use shown is a resort/resort lagoon). My suggestion at this point is the owner only demarcates commercial, residential, and multifamily. It will provide more flexibility and the type of commercial can be determined at the site planning stage of development. Again, this is why it is important for the site planning process to be regulated by the City).

B-7 depicts a 13-acre commercial lot known as commercial lot # 5 (the current use shown is a 75,000 sq. ft. ground floor commercial use with a 75,000 sq. ft. second and third floor that will be used as hotel/corporate long term stay) My suggestion at this point is the owner only demarcates commercial, residential, and multifamily. It will provide more flexibility and the type of commercial can be determined at the site planning stage of development. Again, this is why it is important for the site planning process to be regulated by the City).

B-8 depicts a 75 -acre lot known as the Central Park Forest. The current use guises to be private park and open space. However, it has multiple commercial uses shown throughout the private park/open space. I thought B-8 was originally to be the center piece of this community and a geographically sensitive reason to provide a curvilinear grid network to protect the untouched forest. However, it is clear this will require more discussion with the developer as it appears to be another commercial lot with a great deal of trees. This Exhibit also calls out the lot size as 75-acres. However, the proposed parkland described in the Development Agreement is 50- acres. The idea of commercial uses in a public park is a very acceptable idea but if the land is not dedicated as public open space or parkland we will need to determine the use during the preliminary platting process.

- Section 4.02 Prohibited Uses. Compliant

Originally the Exhibit C provided a list of prohibited uses. This could be problematic for the City since we do not regulate land use as part of our zoning code and this would be inconsistent with the rest of the City if we were to annex this development. The solution is the owner will place the prohibited uses in the deed restrictions and the owner's association will manage the enforcement.

- Sec. 4.03 Condominium Plats. Non-compliant



The owner is requesting the use of condominium plant and condominium regimes for this project. This is reasonable as long as the City issues the building permit and the Building Official can review the plans to ensure all required life safety elements of the adopted building codes are followed. This should not slow down the permitting process as the owner states the product meets a more vigorous code than the City of Bastrop currently has adopted. The developer has asked that the City limit its authority to issue permits.

- Article V. Section 5.01 Development Standards and Waivers. Non-compliant (more information required)

“The Owner request is the project shall be developed consistent with the Applicable City Code, as modified by the Development Waivers identified in Exhibit ‘F’. The City acknowledges and agrees that the Project may contain a combination of various types of vertical improvements including (i) modular and/or pre-fabricated structures and (ii) traditional brick and mortar structures.”

My assessment is this can be challenging for a multitude of reasons, the first being there is no applicable code because the project is within the ETJ. The code needs to be defined in the Development Agreement. Second, the language is so loosely written in regard to the vertical improvements, the lot standards (there are none) and how the private realm interacts with the public realm. If this Agreement was approved without some requirements affecting how the private realm is defined future land owners could build/install a less valuable product. After studying what the developer is proposing for this project it appears could narrow the land use to two options, the NEU product or an RV Park. If you review exhibits it depicts several large lots with multiple buildings with only private access. If the City utilities install water and sewer connections to each building site, we are essentially providing utilities to a concrete pad that any product can be placed.

This is why the City’s FA has concerns from a financial risk standpoint. The City of Bastrop spent a considerable amount of time defining how the public and the private realm interact, and we know it works because it has for 187 years here in Bastrop. The Bastrop Building Block Code, as you know, allows the City to be extremely flexible on private property because interaction between the private and public realm has been defined. Lastly Exhibit (F) states the extent of the tree survey will be determined between the owner and the City. I would prefer we just define it now and save time in the future. This is important because we have no tree replacement standards in the County and if a new Owner with a new concept purchases the property we have lost all our jurisdictional authority until we annex.

- Section 5.02 Amendments. (Additional information needed)

This section determines what constitutes a major and a minor improvement and how it relates to the preliminary plating and vesting rights. We are close on this section and it will just require a little more detail to prevent future confusion if there is a change in ownership or City staff.



- Section 5.04 Parks, Trails, and Open Space dedication (Additional info needed)

This section conflicts with Exhibit B-8 that depicts 75 acres of parkland while this section guarantees 50 acres of parkland and/or open space within the project. The concerns I see with this section is it refers to Exhibit B-8 is that it has multiple commercial uses shown throughout the private park/open space. This is simply another commercial lot that has a lot of green space. In order to fix that we can do this at the time of platting or place a public access easement on the open space to prevent additional buildings from being built. This section also states the owner or owner's association will maintain the parkland until the PID debit is paid off. What happens then? Does it transfer to the HOA? Does the City appointed LGC Board manage? We just need to make these decisions upfront.

- Section 5.06 Building Permits. Non-compliant with TCEQ regulations.

NEU wishes to have the County issue building permits. This is problematic because the County does not inspect the buildings nor are they staffed to do so. The County also does not issue building permits. The end user (a possible citizen) is a utility customer who is connecting to City Utilities and therefore has certain inspection requirements to keep us in compliance with TCEQ Regulations (for example: backflow prevention testing). The building permit process should not be cumbersome for this project, but it is important. This is the mechanism we use to track inspections for life safety, make sure you do not build in a flood area, and it determines your utility point of connection.

- Article VI. Water and wastewater (Additional Info needed)

There is a great deal of work still here, to say the least. Instead of providing a concern on each section of Article VI, I will just point out a few large issues that could take at minimum 6-8 months to work through.

- NEU would like to construct a small plant the uses the City of Bastrop existing permit capacity, it will have a direct reuse component that uses the City of Bastrop's current type II reuse permit (can be used to irrigate).
- NEU is proposing to divide this tract into several lots however the road network is private. This means we will need more detail so we understand how the lots will be served. Easements can be used to serve property and be overlaid on the roadways however this is not ideal because we are not the only utility provider that will be present. This becomes problematic when it comes to maintenance, repair, and management of the ROW.
- NEU is requesting 2,111 water and wastewater LUE's and is only willing to pre-pay for 250. This Agreement asks the utility to have available capacity for the whole 2,111. I can't in good conscience put the utility at that kind of risk. The cost of requiring the City to invest in capacity and wait for the developer to pay us back isn't good business.

Article VII Preliminary Plat and Subsequent Processes & Procedures. Non-compliant



The request from NEU is to have the City or County approve a site plan prior to the Infrastructure Plan, Preliminary Drainage Plan, Preliminary Plat, Final Drainage Plan, Public Improvement Plans, and Final Plat. This is problematic because, the Site Plan is the last step in the City's development process because as part of the Site Plan requirements you need access to utilities to make a structure habitable. They are asking for the County to be the approval authority rather than the City. This is problematic because we have no building review authority in the ETJ if it is not written into the Agreement.

That being said, we could run several processes concurrently to provide expedited service. However, it would require a waiver to HB 3167. The City's development process assumes the Final Plat has been approved before site planning can be approved.

Below is the standard development step in the process and the steps can be expedited by running things concurrently but not completely removed. Our process puts drainage first. As you are all aware after multiple devastating flood events in 2015-2016 this community made drainage review a priority. That lead to rewriting all of our processes and drainage regulations. NEU wants Site Plan approval before the public improvements are constructed. I suggest we review the site plan but have approval contingent upon the approval the predecessor documents.

- Preliminary Infrastructure Plan
- Preliminary Drainage Plan
- Preliminary Plat – phasing is encouraged
- Final Drainage Plan
- Public Improvement Plans
- Public Improvement Plan Agreement
- Final Plat
- Site Development Plan
- Building Permits

In an effort to limit the length of this memo, I have listed below the remaining sections that require more review/information.

- Transportation
  - The roads proposed in Exhibit G-1 do not follow the Master Transportation Plan.
  - The street cross-sections are narrower than required in the Subdivision code (if the area were to redevelop additional ROW may be required).
  - How will services such as school buses, trash pick-ups and fire access be handled if 90% of the roads are private.



- Annexation
  - The City has requested the ability to annex whenever it determines it is financially feasible. The developer's request is that the City wait until full build out of the commercial sections. This is questionable due to the loosely defined commercial areas. This developer is also asking the City of Bastrop to put its good reputation on the line for a PID that is not recommended by the City's Finance Advisor.

Trey Job, CPM  
Assistant City Manager of Development Services

A handwritten signature in black ink that reads "Trey Job". The signature is written in a cursive, flowing style.