Bastrop, TX City Council Meeting Agenda

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

BASTROPTX
Heart of the Lost Pines / Est. 1832

December 14, 2021

Executive Session at 5:30 P.M.

Regular Meeting 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 BEFORE 5:00 P.M. ON DECEMBER 14, 2021. COMMENTS SUBMITTED BY THIS TIME WILL BE DISTRIBUTED TO THE CITY COUNCIL PRIOR TO MEETING COMMENCEMENT, REFERENCED AT THE MEETING, AND INCLUDED WITH THE MEETING MINUTES. COMMENTS FROM EACH INDIVIDUAL WILL BE LIMITED TO THREE (3) MINUTES WHEN READ ALOUD.

1. CALL TO ORDER

2. EXECUTIVE SESSION

2A. City Council shall convene into closed executive session for a Legal Briefing by the City Attorney pursuant to Texas Government Code Sections 551.071 regarding Bastrop Code of Ordinances Article 1.15, the Code of Ethics.

2B. City Council shall convene into closed executive session for a Legal Briefing by the City Attorney pursuant to Texas Government Code Sections 551.071 Resolution No. R-2021-119 of the City Council of the City of Bastrop, authorizing the City Manager to execute necessary contractual documentation regarding collection, transportation, and treatment of material related to the Westside Wastewater Collection system.

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

4. CALL TO ORDER – REGULAR SESSION – 6:30 P.M.

5. PLEDGE OF ALLEGIANCE – Ella Griesenbeck and Isabella Molina-Conrardy, Bastrop Middle School Student Council

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

6. INVOCATION – Dr. Raymond Edge, Senior Pastor with First Baptist Church

7. PRESENTATIONS

7A. Mayor's Report

7B. Council Members' Report

7C. City Manager's Report

7D. A proclamation of the City Council of the City of Bastrop, Texas, recognizing December as Fair Housing Month in the City of Bastrop, Texas. (Submitted by: Tracy Waldron, Chief Financial Officer)

8. WORK SESSION/BRIEFINGS - NONE

9. STAFF AND BOARD REPORTS

9A. Receive presentation of the Strategic Planning Calendar for Fiscal Year 2022-2023. (Submitted by: Tracy Waldron, Chief Financial Officer)

9B. Receive presentation on the unaudited Monthly Financial Report for the period ending September 30, 2021. (Submitted by: Tracy Waldron, Chief Financial Officer)

9C. Receive presentation on the unaudited Monthly Financial Report for the period ending October 31, 2021. (Submitted by: Tracy Waldron, Chief Financial Officer)

10. CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the Council must complete a citizen comment form and give the completed form to the City Secretary prior to the start of the City Council meeting. Alternately, if you are unable to attend the council meeting, you may complete a citizen comment form with your comments at www.cityofbastrop.org/citizencommentform before 5:00 p.m. on December 14, 2021. Comments submitted by this time will be distributed to the city council prior to meeting commencement, referenced at the meeting, and included with the meeting minutes. Comments from each individual will be limited to three (3) minutes when read aloud. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Manager for research and possible future action.

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

11. 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.

11A. Consider action to approve City Council minutes from the November 9, 2021, Regular meeting. (Submitted by: Ann Franklin, City Secretary)

11B. Consider action to approve Resolution No. R-2021-120 of the City Council of the City of Bastrop, Texas approving the 2022 Council Meeting Schedule, attached as Exhibit A; and providing an effective date. (Submitted by: Ann Franklin, City Secretary)

11C. Consider action to approve Resolution No. R-2021-114 of the City Council of the City of Bastrop, Texas rejecting all bids for the Maintenance, Mowing & Landscaping Services; repealing all resolutions in conflict; providing severability; and establishing an effective date. (Submitted by: Curtis Hancock, Director of Public Works)

11D. Consider action to approve Resolution No. R-2021-110 of the City Council of the City of Bastrop, Texas, designating authorized signatories for contractual documents and documents for requesting funds pertaining to the General Land Office Community Development Block Grant – Mitigation Program (CDBG-MIT) Contract Number 22-085-059-D316, as shown in Exhibit A; providing for a repealing clause; and establishing an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)

11E. Consider action to approve Resolution R-2021-109 of the City Council of the City of Bastrop, Texas adopting various policies and procedures required in conformity with the Civil Rights Act, and the Fair Housing Act, as shown in Exhibit A, required under the Community Development Block Grant – Mitigation Program Contract number 22-085-059-D316 through the General Land Office; providing for a repealing clause and establishing an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)

11F. Consider action to approve Resolution No. R-2021-118 of the City Council of the City of Bastrop, Texas, approving the Federal Grant Procurement Policy, attached as Exhibit A; providing for a repealing clause and establishing an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)

11G. Consider action to approve Resolution No. R-2021-116 of the City Council of the City of Bastrop, Texas to ratify a contract for liquid waste hauling and disposal to Wastewater Transport Service, not to exceed Seventy-Five Thousand, Nine Hundred ($75,900.00) as attached as Exhibit A; authorizing the City Manager to execute all necessary document; providing for a repealing clause; and establishing an effective date. (Submitted by: Curtis Hancock, Director of Public Works)

11H. Consider action to approve Resolution No. R-2021-124 of the City Council of the City of Bastrop, Texas amending a contract for Grant Administration and Environmental Services with Langford Community Management Services as it relates to the General Land Office Community Development Block Grant Mitigation Program contract number 22-085-059-D316, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)

11I. Consider action to approve Resolution No. R-2021-126 of the City Council of the City of Bastrop, Texas establishing a policy on the creation of Municipal Utility Districts within the City of Bastrop Extraterritorial Jurisdiction and City Limits attached as Exhibit A; providing for a repealing clause; and establishing an effective date. (Submitted by: Trey Job, Assistant City Manager)

11J. Consider action to approve Resolution No. R-2021-117 of the City Council of the City of Bastrop, Texas, approving a professional services contract with Carollo Engineers, Inc. to provide the services of construction management and inspection in the amount of three hundred nineteen thousand dollars ($319,000).; 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: Fabiola de Carvalho, MIAM, Director of Engineering and Capital Project Management)

12. ITEMS FOR INDIVIDUAL CONSIDERATION

12A. Consider action to approve Resolution No. R-2021-127 of the City of Bastrop, Texas extending the extraterritorial jurisdiction as requested by the property owner to include approximately 11 acres of State Highway 304 right-of-way and encompassing a 289.5 acre tract owned by the applicant attached as Exhibit A into the City of Bastrop's extraterritorial jurisdiction, more specifically Area A, as described in the Interlocal Agreement for Subdivision Plat Regulation in Bastrop County and the City of Bastrop's extraterritorial jurisdiction; providing for a repealing clause; and establishing an effective date. (Submitted by: Trey Job, Assistant City Manager)

12B. Consider action to approve the second reading of Ordinance No. 2021-15 of the City Council of the City of Bastrop, Texas, rezoning 15.824 acres out of Farm Lot 37 East of Main Street, located at 1500 Farm Street, within the City Limits of Bastrop, Texas from P3 Neighborhood to P4 Mix; as shown in Exhibit A, including a severability clause; and establishing an effective date. (Submitted by: Jennifer C. Bills, Director of Planning & Development)

12C. Consider action to approve Resolution No. R-2021-121 of the City Council of the City of Bastrop, Texas regarding the Bastrop Central Appraisal District (CAD) election voting for the 2022-2023 Board of Directors; establishing a repealing clause; and establishing an effective date. (Submitted by: Ann Franklin, City Secretary)

12D. Consider action to approve Resolution No. R-2021-115 of the City Council of the City of Bastrop, Texas, calling for and establishing the procedures for a January 29, 2021, Special Election for Bastrop, Texas; and providing an effective date. (Submitted by: Ann Franklin, City Secretary)

12E. Consider action to approve Resolution No. R-2021-125 of the City Council of the City of Bastrop, Texas, approving a contract for election services between the Elections Administrator of Bastrop County and the City of Bastrop for the January 29, 2021, Special Election for Bastrop, Texas, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; and providing an effective date. (Submitted by: Ann Franklin, City Secretary)

12F. Hold public hearing and consider action to approve on first and second readings Ordinance No. 2021-18, amending Ordinance No. 2015-14, Pecan Park Commercial Planned Development, for 66.494 acres of land out of the Nancy Blakey Survey, Abstract No. 98, located south of State Highway 71, east of Orchard Parkway, west of Hasler Boulevard, located within the City of Bastrop, as shown in Exhibit A, providing for findings of fact, adoption, repealer, severability, and enforcement; establishing an effective date; and proper notice and meeting. (Submitted by: Allison Land, Senior Planner)

12G. Hold public hearing and consider action to approve the first reading of Ordinance No. 2021-17 adopting the 2022 Annual Schedule of Uniform Submittal Dates, per Bastrop Building Block (B^3) 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^3) 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 move to include on the January 11, 2022, Consent Agenda for second reading. (Submitted by: Allison Land, Senior Planner)

12H. Consider action to approve Resolution No. R-2021-122 of the City Council of the City of Bastrop, Texas, approving two professional engineering services contracts with Kimley-Horn and Associates, Inc. to the Agnes Street Extension project to a not to exceed total combined amount of five hundred thousand dollars ($500,000); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Fabiola de Carvalho, MIAM, Director of Engineering and Capital Project Management)

12I. Consider action to approve the second reading of Resolution No. R-2021-108 of the City Council of the City of Bastrop, Texas, approving the expenditure of Bastrop Economic Development Corporation funds for an Infrastructure Project in an amount not to exceed One Million and 00/100 Dollars ($1,000,000.00); repealing all resolutions in conflict; and providing an effective date. (Submitted by: Genora Young, BEDC Interim Executive Director)

12J. Consider action to approve Resolution No. R-2021-123 of the City Council of the City of Bastrop, Texas, approving a professional engineering services contract with Kimley-Horn for the Business and Industrial Park Improvements project to a not to exceed amount of three hundred thousand dollars ($300,000).; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Fabiola de Carvalho, MIAM, Director of Engineering and Capital Project Management)

12K. Consider action to approve the first reading of Resolution No. R-2021-112 of the City Council of the City of Bastrop, Texas, approving a Project with Coltzin, LLC, in the amount of Two Hundred Thirty-Three Thousand, Nine Hundred Thirty-Four Dollars and 62/100 ($233,934.62) for the project; providing an effective date; and move to include on the January 11, 2022, Consent Agenda for second reading. (Submitted by: Genora Young, BEDC Interim Executive Director)

12L. Consider action to approve the first reading of Resolution No. R-2021-113 of the City Council of the City of Bastrop, Texas, approving a Project with TA Bastrop, LLC, in the amount of Three Hundred Thousand Dollars ($300,000.00) for the project; providing an effective date; and move to include on the January 11, 2022, Consent Agenda for second reading. (Submitted by: Genora Young, BEDC Interim Executive Director)

12M. Consider action to approve the first reading of Ordinance No. 2021-20 of the City Council of the City of Bastrop, Texas, designating and recognizing an area, that being approximately 546 acres located at 1240 Lover's Lane, in the extraterritorial jurisdiction of Bastrop, Texas, as a media production development zone; and authorizing the City Manager to execute all necessary documents; providing for a repealing clause and establishing an effective date; and move to include on the January 11, 2022, Consent Agenda for second reading. (Submitted by: Tracy Waldron, Chief Financial Officer)

12N. Consider action to approve the first reading of Ordinance No. 2021-19 of the City Council of the City of Bastrop, Texas nominating an area, that being approximately 546 acres located at 1240 Lovers Lane, in the extraterritorial jurisdiction of Bastrop Texas, for State of Texas designation as a media production development zone; and authorizing the City Manager to execute all necessary documents; providing for a repealing clause and establishing an effective date; and move to include on the January 11, 2022, Consent Agenda for second reading. (Submitted by: Tracy Waldron, Chief Financial Officer)

12O. Consider action to approve the first reading of Ordinance No. 2021-21 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2022 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 11, 2022, City Council agenda for a second reading. (Submitted by: Tracy Waldron, Chief Financial Officer)

12P. Consider action to approve Resolution No. R-2021-128 of the City Council of the City of Bastrop, Texas authoring the City Manager to enter into a Memorandum of Agreement with Austin Community College to offer consulting or training courses at 1302 Chestnut Street, Bastrop Tx attached as Exhibit A; providing for a repealing clause; and establishing an effective date. (Submitted by: Trey Job, Assistant City Manager)

13. 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 and said Notice was posted on the following date and time: Thursday, December 9, 2021 at 3:30 p.m. and remained posted for at least two hours after said meeting was convened.

Ann Franklin, City Secretary

STAFF REPORT

MEETING DATE: December 14, 2021 **AGENDA ITEM**: 7A

TITLE:
Mayor's Report

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

POLICY EXPLANATION:

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

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

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

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

ATTACHMENTS:

- Power Point Presentation

Mayor's Report
December 14, 2021

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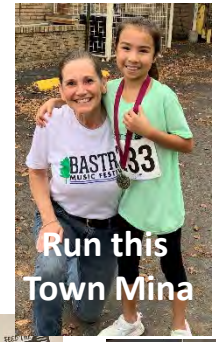
Latest Activities

Nov 10 – Dec 6

Events in 2021: *356*


Red White and Blue Dinner


Tree Lighting


Run this Town Mina


CRCA – 9th Graders



Deadra Ribbon Cutting


Hot Rods & Heroes


Major General Garza


Gobble Kits


Art Institute – 921 Main Ribbon Cutting



City Recreation Program Open House – 13 New Members!



Lula Bell Simms

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Planned Events

December 7 - 14

- December 7 – Heart of Bastrop Filming
- December 8 –
  - Ollene Bartsch Rosary and Funeral
  - CAPCOG General Assembly Annual Luncheon
  - Bird City Coalition Meeting
- December 9 –
  - Children's Advocacy Center Open House
  - Mingle Jingle (Chamber)
- December 10 –
  - Bastrop High School Honor English II Class Interviews
  - BCHS Rendezvous
- December 11 –
  - Library Open House
  - Christmas Home Tour (BCHS)
  - Lost Pines Christmas Open House
  - Lost Pines Lighted Christmas Parade
- December 13 –
  - Chamber Centennial Committee Meeting
  - City Council Workshop
- December 14 – Council Meeting

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Upcoming Events & City Meetings

- Enjoy River of Lights!!
- December 17 – “Rented Christmas” (Bastrop Opera House)
- December 24 – City Offices Closed
- December 31 – City Offices Closed
- January 5 – Chamber Luncheon
- January 6 – Farm Street Opry
- January 11 – Council Meeting

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STAFF REPORT

MEETING DATE: December 14, 2021 **AGENDA ITEM**: 7B

TITLE:
Council Members' Report

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

POLICY EXPLANATION:

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

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

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

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

STAFF REPORT

MEETING DATE: December 14, 2021 **AGENDA ITEM**: 7C

TITLE:
City Manager's Report

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

POLICY EXPLANATION:

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

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

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

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

STAFF REPORT

MEETING DATE: December 14, 2021 **AGENDA ITEM**: 7D

TITLE:
A proclamation of the City Council of the City of Bastrop, Texas, recognizing December as Fair Housing Month in the City of Bastrop, Texas.

AGENDA ITEM SUBMITTED BY:
Tracy Waldron, Chief Financial Officer

ATTACHMENTS:

- Fair Housing Proclamation



PROCLAMATION

BASTROPTX
Heart of the Lost Pines / Est. 1832

WHEREAS, Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS, The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS, The National Fair Housing Law, during the month of November, provides an opportunity for all Americans to recognize that complete success in the goal of equal opportunity housing can only be accomplished with the help and cooperation of all Americans.

NOW THEREFORE, We, the City Council of Bastrop, Texas, do hereby proclaim December as:

FAIR HOUSING MONTH

in the City of Bastrop and do hereby urge all the citizens of this locality to become aware of and support Fair Housing law.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, TX to be affixed this 14th day of December 2021.

_____

Connie B. Schroeder, Mayor

STAFF REPORT

MEETING DATE: December 14, 2021 **AGENDA ITEM**: 9A

TITLE:
Receive presentation of the Strategic Planning Calendar for Fiscal Year 2022-2023

AGENDA ITEM SUBMITTED BY:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
Annually, staff provides Council with a calendar outlining the important dates for the upcoming fiscal year's budget process. The calendar takes into consideration the laws that govern timing of specific activities as it pertains to approve a tax rate and budget.

Texas Tax Code

- Chapter 26 Sec. 26.01 (a) By July 25, the chief appraiser shall prepare and certify to the assessor for each taxing unit participating in the district that part of the tax roll for the district that lists the property taxable by the unit.
- Sec. 26.05 (d) the governing body of a taxing unit may not adopt a tax rate that exceeds the lower of the voter-approval tax rate or the no-new-revenue tax rate calculated as provided by this chapter until the governing body has held *one* public hearing on the proposed tax rate.
- Sec. 26.06 (a) The public hearing required by Sec. 26.05 may not be held before the *fifth* day after the date the notice of the public hearing is given. (d) The governing body may vote on the proposed tax rate at the public hearing (*this is new with SB2*).
- Sec. 26.063 municipalities with a population of less than 30,000 are allowed to adopt a de minimus tax rate (sum of the no-new-revenue tax rate plus a rate that will raise $500,000 plus the current debt rate) that exceeds voter-approval tax rate but must follow the requirements of Sec. 26.07 regarding holding an election. By adopting the de minimus rate, qualified voters can petition to require an election, that is why it follows the election requirement timeline.
- Sec. 26.07 The order calling the election may not be issued later than the 71st day before the date of the election.

Texas Local Government Code Chapter 102 Municipal Budget

- 102.0065 (c) Notice under this section shall be published not earlier than the 30th or later than the 10th day before the date of the budget hearing.

Texas Local Government Code Chapter 140.010 Proposed Tax Rate notice for Counties and Municipalities

- 140.010 (f) (1) provide the notice required by Subsection (d) or (e), as applicable, not later than the later of Sept. 1 or the 30th day after the date that the taxing unit has received each applicable certified appraisal roll.

City Charter

- Sec. 6.02 The City Manager, at least thirty (30) days prior to the commencement of the fiscal year, shall prepare and submit a budget to the Council.
- Sec. 6.04 At the Council meeting at which time the budget is submitted, the Council shall, in conformance with the requirement of state law, name the date, time and place of a public hearing and shall cause to be published the date, time and place thereof.

ATTACHMENTS:

- FY2022-2023 Strategic Planning Calendar

City of Bastrop

FY 2022-2023 Strategic Planning Calendar

(assumes no voter approval election required)

Preparation	January 19	City Council Candidate filing period begins
	February 8*	Last council meeting before deadline to call general election (deadline Feb 18)
	February 8*	Present 1Q FY2022 Performance Report
	February 18	City Council Candidate Filing period ends
	February 27	City Council Candidate Orientation
	March 11	Staff planning session - FY 2023 Budget Kick-off
	April 26*	City Council meeting - Visit Bastrop presentation of mid-year report
	May 1	Receive preliminary notices of appraised value from Chief Appraiser
	May 7	Election Day
	May 10*	Present 2Q FY2022 Performance Report; City Manager to present Capital Plan and Fiscal Forecast
	May 12*	Special City Council Workshop (All day Budget Planning Workshop) - Comprehensive Plan/Focus Areas, Capital Plan Review, Fiscal Forecast Assumptions, Management Projects/Enhancements and Affirming Tax Revenue target.
	May 17*	Canvass Results of May 7th Election
	May 16	Community Support and Non-Special Event HOT Tourism related organization applications available at City Hall and on City's website
	May 18	Hunter's Crossing Local Government Corporation Meeting to review budget and propose Special Assessments
	June 23	Deadline - Community Support & Non-Special Event HOT Organization applications for FY2023 Funding (5:00pm)
	July 12*	Community Support Organizations present their funding request to Council (limit 3 minutes)
	July 25	Deadline for Chief Appraiser to certify rolls to taxing units
Adoption	June 11	Publish Notice of proposed Special Assessments (must be posted 15 days prior to Public Hearing)
	June 28*	Public Hearing Special Assessments for Hunter's Crossing PID; First Reading of the Amended and Restated Service and Assessment Plan.
	July 12*	Council Meeting - Second Reading of the Amended and Restated Service and Assessment Plan.
	July 26*	City Manager presents the FY 2023 Budget (considered filed with the City Secretary)
	August 8*	City Council Joint meeting with the Visit Bastrop Board to review Visit Bastrop's Business Plan and Proposed Budget for FY2023
	August 9*	Meeting of the Governing Body to discuss the proposed tax rate; if proposed tax rate will exceed the No-New-Revenue Tax Rate or the Voter-Approval Tax Rate (whichever is lower), take record vote and schedule public hearing.
	August 9*	Present 3Q FY2022 Performance Report.
	August 16*	Budget Workshop - Review Proposed Budget
	August 17*	Budget Workshop#2 - Review Proposed Budget (if needed)
	August 23*	Council Meeting - Adopt Financial and Purchasing Policies;
	September 4	Published Notice of Budget Hearing (must be posted 10 days prior to Public Hearing); Publish Notice of Tax Rate Hearing (must be posted 5 days prior to Public Hearing)
	September 13*	Council Meeting - Public Hearing and First Reading on Tax Rate Ordinance; Budget Public Hearing; First Reading on Budget Ordinance.
	September 20*	Council Meeting to adopt tax rate and budget. Must adopt budget before tax rate. City Council must take a separate ratification vote to adopt any budget that will raise total property tax revenue.
Implementation	October 1	Fiscal Year begins
	October 11*	Distribute Final FY2023 Adopted Budget Book
	October 25*	City Council meeting - Visit Bastrop presentation of FY2022 end of year report *(optional)*
	November 8*	Present 4Q FY2022 Performance Report
	December 12	Begin FY2022 audit
	December 13*	Presentation of preliminary unaudited financial report for FY2022

* ***Council Meeting***

STAFF REPORT

MEETING DATE: December 14, 2021 **AGENDA ITEM**: 9B

TITLE:
Receive presentation on the unaudited Monthly Financial Report for the period ending September 30, 2021.

AGENDA ITEM SUBMITTED BY:
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 exceeded the budget by over 17%. This is attributed substantially to development fees and sales tax. Sales tax is almost 18% above budgeted and the development services category of revenue ended at $1,386,851 over the budgeted amount.

HOT funds revenue is short of forecast due to COVID-19 impacting the hospitality industry to a greater extent than projected. July was the first month revenues had exceeded forecast but this upward trend continued through the end of the fiscal year, ending with only a shortfall of 10% less than budgeted.

The Library Board fund ended slightly below budget. Donations in this fund were down from projected amount.

All other funds are performing positive to budget.

EXPENDITURES
All funds are positive to budgeted amounts.

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-2021-80 on August 24, 2021.

ATTACHMENTS:
- Unaudited Monthly Financial Report for the period ending September 30, 2021

CITY OF BASTROP

Comprehensive Monthly Financial Report
September 2021



Performance at a Glance
as of September 30, 2021

	YEAR TO DATE	REFERENCE
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
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LEGAL FEES BY ATTORNEY/CATEGORY	POSITIVE	Page 13

PERFORMANCE INDICATORS

POSITIVE	= Positive variance or negative variance < 1% compared to seasonal trends
WARNING	= Negative variance of 1-5% compared to seasonal trends
NEGATIVE	= Negative variance of >5% compared to seasonal trends

BUDGET SUMMARY OF ALL FUNDS

	FY2021 Approved Budget	FY2021 Forecast YTD	FY2021 Actual YTD	Variance
Revenues:				
General	$ 13,409,238	$ 13,409,238	$ 15,785,549	17.7%
Designated	63,583	63,583	75,169	18.2%
Innovation	795,894	795,894	646,438	0.0%
Street Maintenance	1,024,000	1,024,000	1,029,925	0.6%
Debt Service	9,218,181	9,218,181	9,326,305	1.2%
Water/Wastewater	6,587,165	6,587,165	6,946,938	5.5%
Water/Wastewater Debt	2,956,026	2,956,026	2,961,235	0.2%
Water/Wastewater Capital Proj	130,000	130,000	130,581	0.4%
Impact Fees	1,571,278	1,571,278	3,365,226	114.2%
Vehicle & Equipment Replacement	549,611	549,611	553,633	0.7%
Electric	7,154,050	7,154,050	7,234,427	1.1%
HOT Tax Fund	2,548,212	2,548,212	2,280,693	-10.5%
Library Board	20,600	15,000	14,765	-1.6%
Cemetery	121,750	121,750	138,899	14.1%
Capital Bond Projects	1,105,793	1,105,793	37,864,143	3324.2%
Grant Fund	731,851	55,000	54,964	-0.1%
Park/Trail Land Dedicaiton	1,865	1,865	2,084	11.7%
Hunter's Crossing PID	580,031	580,031	579,226	-0.1%
Bastrop EDC	3,953,570	2,923,570	3,868,778	32.3%
TOTAL REVENUES	$ 52,522,698	$ 50,810,247	$ 92,858,978	82.8%

POSITIVE	= Positive variance or negative variance < 1% compared to forecast
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BUDGET SUMMARY OF ALL FUNDS

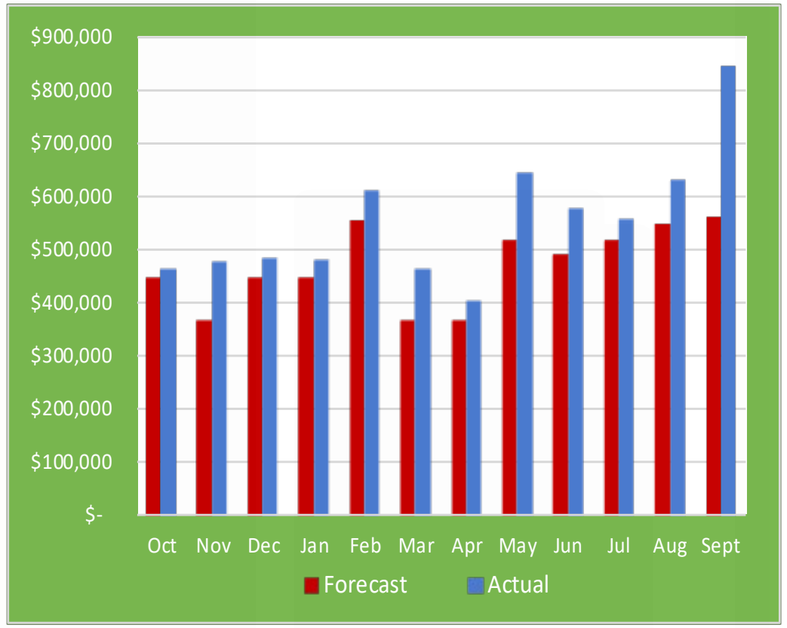
	FY2021 Approved Budget		FY2021 Forecast YTD	FY2021 Actual YTD	Variance
Expense:					
General	$ 13,926,678		$ 13,926,678	$ 13,264,782	-4.8%
Designated	501,000	#	501,000	287,850	-42.5%
Innovation	958,130		958,130	814,129	-15.0%
Street Maintenance	1,020,654		1,020,654	456,988	-55.2%
Debt Service	9,352,157		9,352,157	8,910,561	-4.7%
Water/Wastewater	6,228,137		6,228,137	5,978,282	-4.0%
Water/Wastewater Debt	2,174,353		2,174,353	2,166,968	-0.3%
Water/Wastewater Capital Proj.	583,900		583,900	495,296	-15.2%
Impact Fees	1,984,939		1,984,939	969,939	-51.1%
Vehicle & Equipment Replacement	284,762		284,762	284,389	-0.1%
Electric	8,355,845		8,355,845	7,683,090	-8.1%
HOT Tax Fund	2,678,012		2,678,012	2,359,791	-11.9%
Library Board	23,450		23,450	6,606	-71.8%
Park Dedication	100,000		100,000	100,000	0.0%
Cemetery	92,599		92,599	91,344	-1.4%
Hunter's Crossing PID	501,025		501,025	484,865	-3.2%
Capital Projects (Bond)	24,944,196		24,944,196	16,879,228	-32.3%
Grant Fund	731,851		126,651	54,964	-56.6%
Bastrop EDC	5,131,091		5,131,091	2,757,488	-46.3%
TOTAL EXPENSES	$ 79,572,779		$ 78,967,579	$ 64,046,560	-18.9%

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	477,068	$ 108,383
Dec	447,689	484,697	$ 37,008
Jan	447,689	478,752	$ 31,063
Feb	553,028	609,630	$ 56,602
Mar	368,685	464,043	$ 95,358
Apr	368,685	404,900	$ 36,215
May	517,079	644,971	$ 127,892
Jun	490,744	577,121	$ 86,377
Jul	517,079	557,711	$ 40,632
Aug	547,761	630,101	$ 82,340
Sept	559,291	842,519	$ 283,228
Total	$ 5,634,104	$ 6,636,458	$ 1,002,354
Cumulative Forecast	$ 5,634,104		
Actual to Forecast	$ 1,002,354	17.8%	

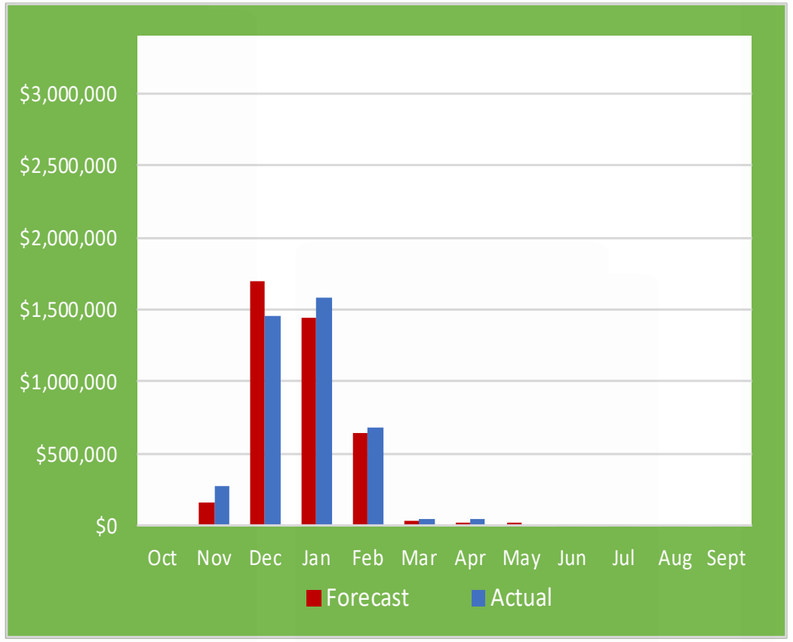


POSITIVE

Sales Tax is 42% of the total budgeted revenue for General Fund. The actual is almost 18% greater than forecasted. Research into the increase has shown the home improvement stores and lumber are a large part of the increase. This report reflects both budget amendments which increased this revenue source by $367,172.

PROPERTY TAX REVENUE

Month	FY2021 Forecast	FY2021 Actual	Monthly Variance
Oct	$ -	$ 696	$ 696
Nov	161,543	280,465	$ 118,922
Dec	1,696,205	1,451,029	$ (245,176)
Jan	1,437,736	1,584,842	$ 147,106
Feb	646,173	682,148	$ 35,975
Mar	32,309	49,771	$ 17,462
Apr	16,154	41,972	$ 25,818
May	16,154	8,341	$ (7,813)
Jun	8,077	15,630	$ 7,553
Jul	8,077	11,068	$ 2,991
Aug	8,077	7,707	$ (370)
Sept	8,077	6,233	$ (1,844)
Total	$ 4,038,582	$ 4,139,902	$ 101,320
Cumulative Forecast	$ 4,038,582		
Actual to Forecast	$ 101,320	2.51%	

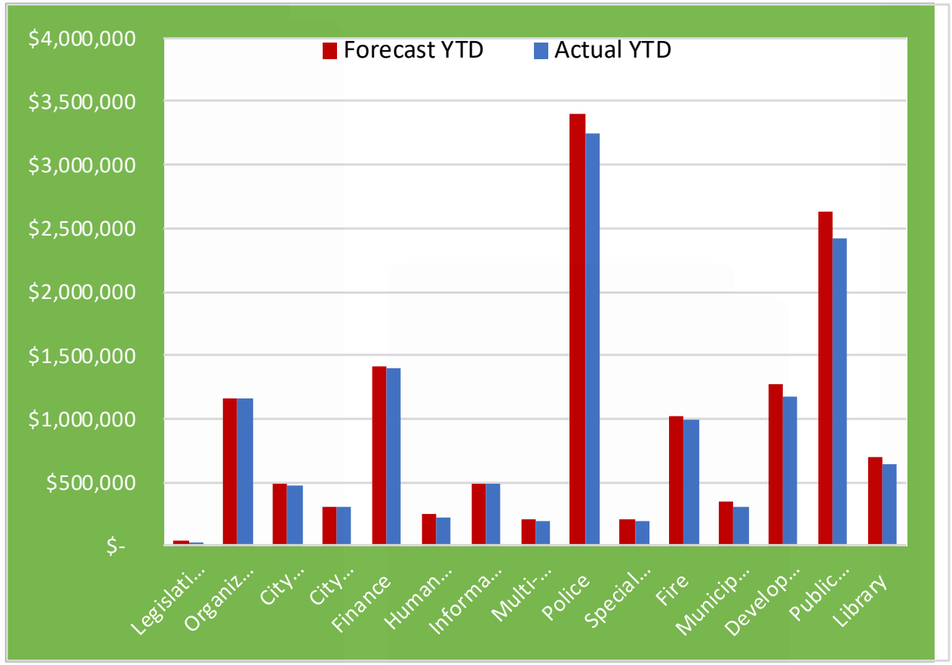


POSITIVE

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 2.5% over forecast. The timing of when these payments are received does not stay consistent from year to year which increases the difficulty of forecasting the monthlly receipts.

GENERAL FUND EXPENDITURES BY DEPT.

Division	FY2021 Forecast YTD	FY2021 Actual YTD	Variance
Legislative	$ 39,983	$ 26,338	$ (13,645)
Organizational	1,164,084	1,154,587	$ (9,497)
City Manager	488,293	471,345	$ (16,948)
City Secretary	310,006	306,495	$ (3,511)
Finance	1,418,764	1,398,739	$ (20,025)
Human Resources	245,283	227,344	$ (17,939)
Information Technology	492,099	491,696	$ (403)
Multi-Media	202,253	195,505	$ (6,748)
Police	3,398,656	3,241,049	$ (157,607)
Special Events/Reserv.	205,550	200,539	$ (5,011)
Fire	1,016,876	998,885	$ (17,991)
Municipal Court	345,701	305,899	$ (39,802)
Development Services	1,272,127	1,179,771	$ (92,356)
Public Works	2,628,611	2,422,056	$ (206,555)
Library	698,392	644,536	$ (53,856)
Total	$ 13,926,678	$ 13,264,784	$ (661,894)
Actual to Forecast		95.2%	



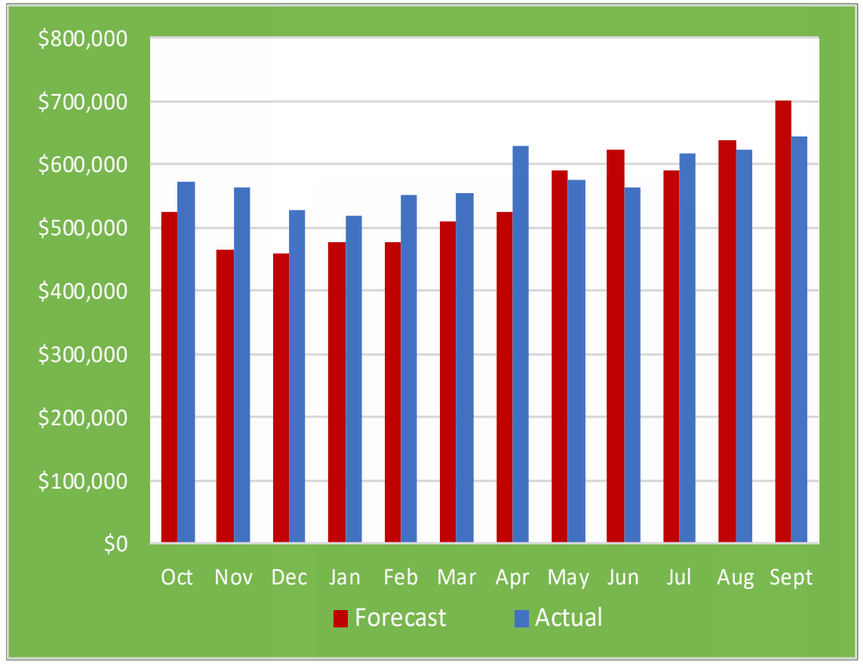
POSITIVE

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 almost 95% of forecast. For this final report of FY2021, the forecast column equals the budgeted amount.

REVENUE ANALYSIS

WATER/WASTEWATER REVENUE

Month	FY2021 Forecast	FY2021 Actual	Monthly Variance
Oct	$ 525,920	$ 572,388	$ 46,468
Nov	466,616	564,581	$ 97,965
Dec	460,044	527,318	$ 67,274
Jan	476,204	518,692	$ 42,488
Feb	476,616	552,417	$ 75,801
Mar	509,760	555,134	$ 45,374
Apr	525,920	629,467	$ 103,547
May	591,384	576,861	$ (14,523)
Jun	624,116	564,540	$ (59,576)
Jul	591,796	616,974	$ 25,178
Aug	638,797	623,000	$ (15,797)
Sept	699,992	645,566	$ (54,426)
Total	$ 6,587,165	$ 6,946,938	$ 359,773
Cumulative Forecast	$ 6,587,165		
Actual to Forecast	$ 359,773	5.46%	



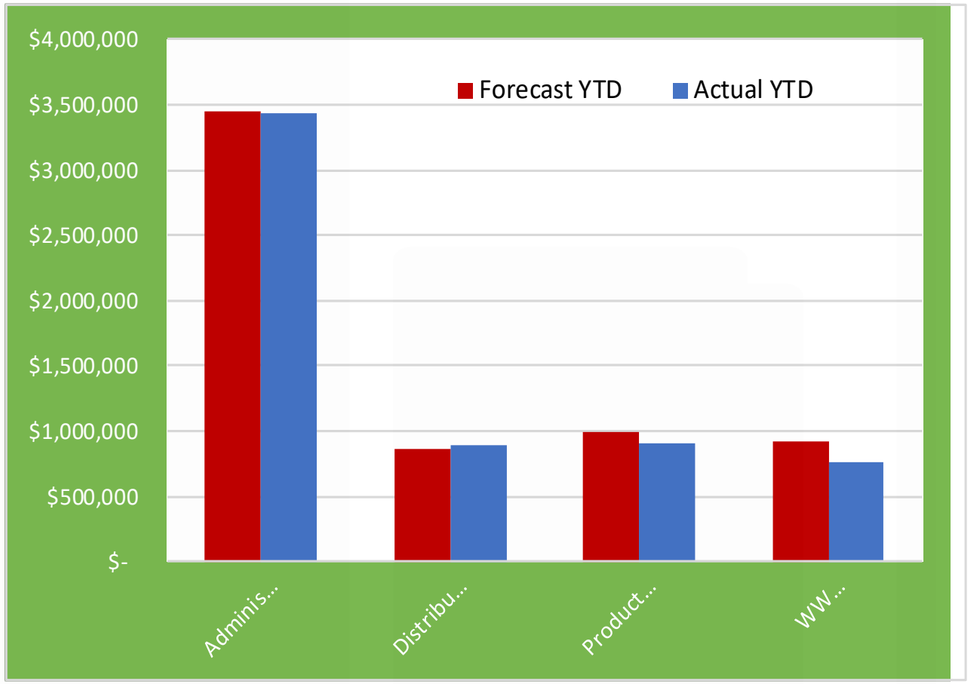
POSITIVE

The water and wastewater actual revenue is higher than forecast almost 5.5%. There were 65 new meters set this month, all residential.

EXPENSE ANALYSIS

WATER/WASTEWATER EXPENDITURES BY DIVISION

Division	FY2021 Forecast YTD	FY2021 Actual YTD	Variance
Administration	$ 3,449,937	$ 3,429,583	$ (20,354)
Distribution/Collection	866,223	885,953	$ 19,730
Production/Treatment	987,397	902,482	$ (84,915)
WW Treatment Plant	924,580	760,263	$ (164,317)
Total	$ 6,228,137	$ 5,978,281	$ (249,856)
Actual to Forecast		96.0%	



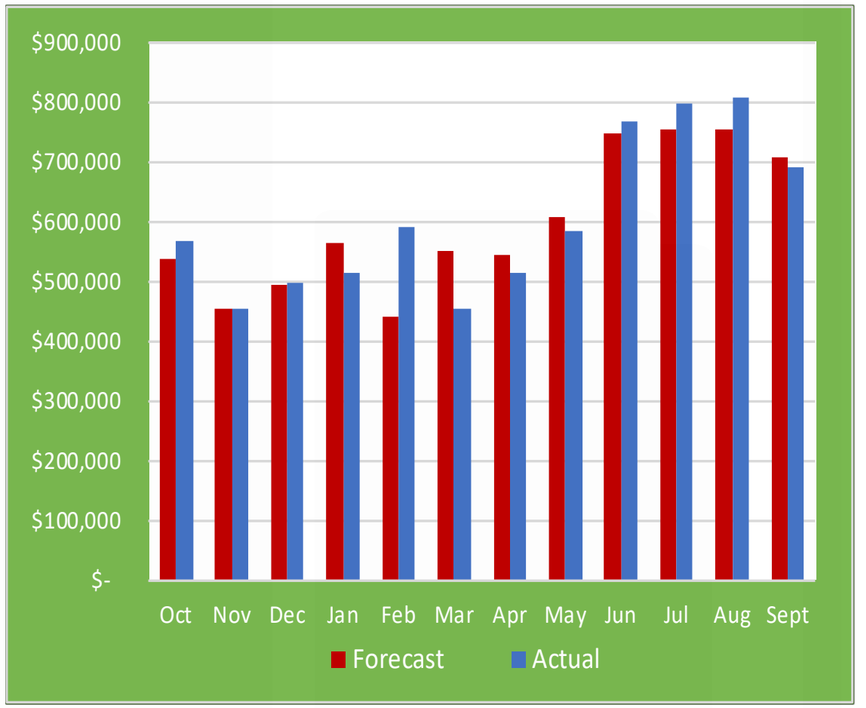
POSITIVE

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 96% of forecast. The bond transaction has been taken out of the Administration department for analysis purposes only.

REVENUE ANALYSIS

ELECTRIC FUND REVENUE

Month	FY2021 Forecast	FY2021 Actual	Monthly Variance
Oct	$ 537,087	$ 566,455	$ 29,368
Nov	452,966	454,582	$ 1,616
Dec	495,027	497,321	$ 2,294
Jan	563,804	513,921	$ (49,883)
Feb	439,936	589,838	$ 149,902
Mar	551,107	453,586	$ (97,521)
Apr	544,097	514,320	$ (29,777)
May	607,188	584,871	$ (22,317)
Jun	747,389	765,696	$ 18,307
Jul	754,399	795,891	$ 41,492
Aug	754,399	806,058	$ 51,659
Sept	706,651	691,889	$ (14,762)
Total	$ 7,154,050	$ 7,234,428	$ 80,378
Cumulative Forecast	$ 7,154,050		
Actual to Forecast	$ 80,378	1.12%	



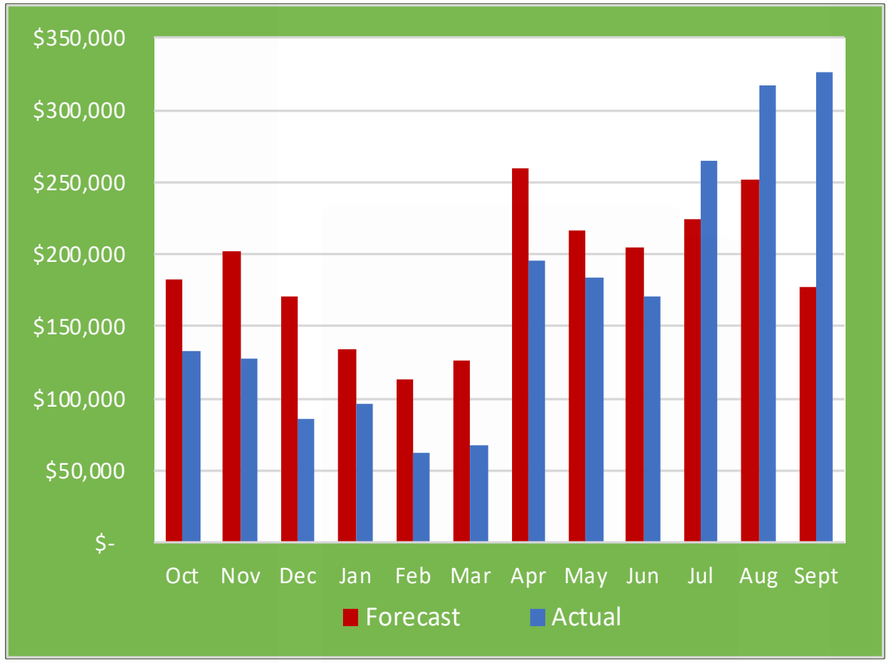
POSITIVE

The Electric utility revenue is almost 1.2% above forecasted revenue. There were 8 new meters set this month all residential.

REVENUE ANALYSIS

HOTEL OCCUPANCY TAX REVENUE

Month	FY2021 Forecast	FY2021 Actual	Monthly Variance
Oct	$ 182,735	$ 132,707	$ (50,028)
Nov	201,789	127,813	$ (73,976)
Dec	170,328	85,533	$ (84,795)
Jan	134,764	96,666	$ (38,098)
Feb	113,497	62,522	$ (50,975)
Mar	126,348	67,186	$ (59,162)
Apr	259,365	195,099	$ (64,266)
May	217,006	183,582	$ (33,424)
Jun	205,131	170,854	$ (34,277)
Jul	224,808	264,886	$ 40,078
Aug	251,780	317,371	$ 65,591
Sept	176,849	325,760	$ 148,911
Total	$ 2,264,400	$ 2,029,979	$ (234,421)
Cumulative Forecast	$ 2,264,400		
Actual to Forescast %	$ (234,421)	-10.4%	



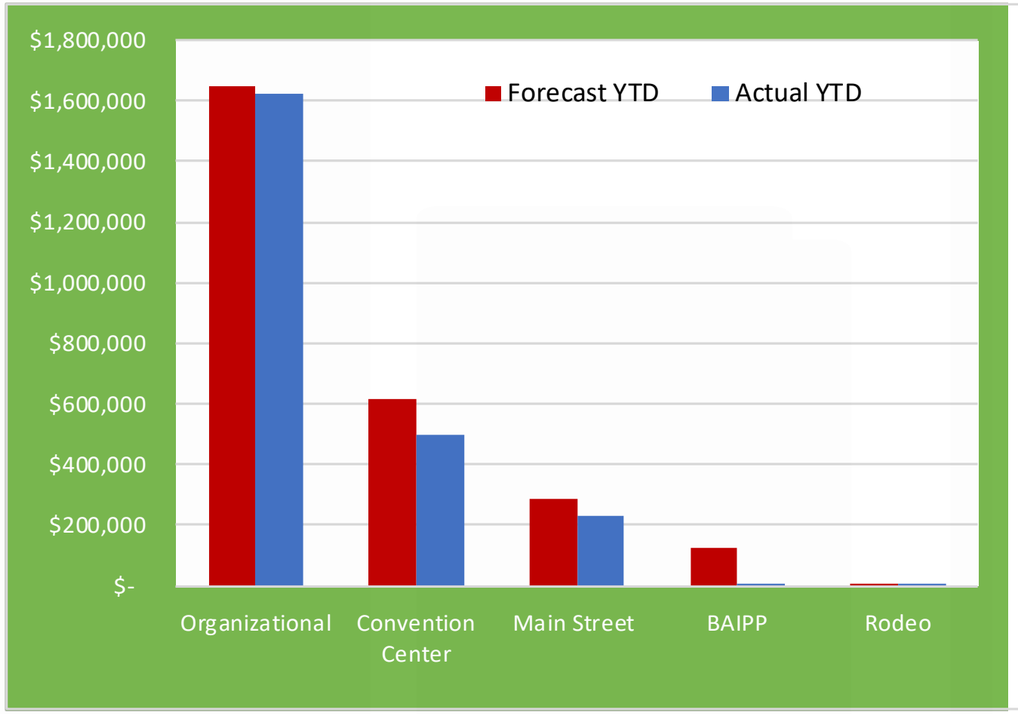
NEGATIVE

So far YTD we are over 10% negative actual to forecast. July was the first month that actual exceeded forecast. This trend continued through the end of the fiscal year! ***The Hotel Tax revenue YTD is $356,369 more than same time last year.***

EXPENSE ANALYSIS

HOTEL OCCUPANCY TAX EXPENDITURES BY DIVISION

Division	FY2021 Forecast YTD	FY2021 Actual YTD	Variance
Organizational	$ 1,644,951	$ 1,620,640	$ (24,311)
Convention Center	617,819	498,572	$ (119,247)
Main Street	287,610	232,058	$ (55,552)
BAIPP	124,732	4,874	$ (119,858)
Rodeo	2,900	3,447	$ 547
Total	$ 2,678,012	$ 2,359,591	$ (318,421)
Actual to Forecast		88.1%	



POSITIVE

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

Legal fees by Attorney/Category

FIRM	CASE	FY18-19	FY19-20	FY20-21
BUNDREN				
	Pine Forest Interlocal	$ 6,195	$ 1,298	$ 944
BOJORQUEZ				
	General Legal	$ 432,931	$ 185,102	$ 166,756
	NEU Review	$ -	$ -	$ 8,493
	Bastrop 552	$ -	$ -	$ 2,810
	COVID-19	$ -	$ 8,687	$ 186
	Vandiver	$ 1,857	$ -	$ -
	Pine Forest Interlocal	$ -	$ 1,275	$ -
	Prosecutor (Municipal Court)	$ 23,357	$ 15,526	$ 16,331
	Water/WW	$ 46,721	$ 57,168	$ 96,362
RUSSEL RODRIGUEZ HYDE				
	Hunter's Crossing PID	$ -	$ 7,378	$ 10,466
MULTIPLE FIRMS				
	XS Ranch Water Rights	$ 6,204	$ 4,888	$ -
	Hunter's Crossing PID	$ 89,899	$ 10,391	$ -
	W/WW Contract reviews	$ -	$ -	$ 1,425
TAYLOR, OLSON, ADKINS, SRALLA & ELAM				
	71 Bastrop & MC Bastrop 71	$ -	$ -	$ 7,333
	Red Light Camera Suit	$ 717	$ 64	$ -
		$ 607,881	$ 291,777	$ 311,106

SUMMARY OF CASE/TYPE

Row Labels	Sum of FY18-19	Sum of FY19-20	Sum of FY20-21
COVID-19	$ -	$ 8,687	$ 186
General Legal	$ 432,931	$ 185,102	$ 166,756
Hunter's Crossing PID	$ 89,899	$ 17,769	$ 10,466
Pine Forest Interlocal	$ 6,195	$ 2,573	$ 944
Prosecutor (Municipal Court)	$ 23,357	$ 15,526	$ 16,331
Red Light Camera Suit	$ 717	$ 64	$ -
Vandiver	$ 1,857	$ -	$ -
Water/WW	$ 46,721	$ 57,168	$ 96,362
XS Ranch Water Rights	$ 6,204	$ 4,888	$ -
NEU Review	$ -	$ -	$ 8,493
Bastrop 552	$ -	$ -	$ 2,810
71 Bastrop & MC Bastrop 71	$ -	$ -	$ 7,333
W/WW Contract reviews	$ -	$ -	$ 1,425
Grand Total	**$ 607,881**	**$ 291,777**	**$ 311,106**

STAFF REPORT

MEETING DATE: December 14, 2021 **AGENDA ITEM**: 9C

TITLE:
Receive presentation on the unaudited Monthly Financial Report for the period ending October 31, 2021.

AGENDA ITEM SUBMITTED BY:
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 the forecast by 25%. This is attributed substantially to development fees and sales tax. Sales tax is over 9% above forecast and the development services category of revenue is already 16% of the budgeted amount.

Hotel Occupancy Tax fund is way over the forecast amount. If this trend continues, this fund will need a budget amendment to update projected amounts.

Both Water/Wastewater and Electric funds are trending well over forecast.

The Capital Bond funds are short of forecast due to interest returns being lower than forecast.

All other funds are performing positive to forecast.

EXPENDITURES
All funds and departments are positive actual to forecast.

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-2021-80 on August 24, 2021.

ATTACHMENTS:
- Unaudited Monthly Financial Report for the period ending October 31, 2021

CITY OF BASTROP

Comprehensive Monthly Financial Report
October 2021



Performance at a Glance
as of October 31, 2021

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BUDGET SUMMARY OF ALL FUNDS

	FY2022 Approved Budget	FY2022 Forecast YTD	FY2022 Actual YTD	Variance
Revenues:				
General	$ 15,481,868	$ 805,011	$ 1,007,418	25.1%
Designated	66,908	2,513	2,706	7.7%
Innovation	445,500	295,500	295,626	0.0%
Street Maintenance	3,000	250	274	9.6%
Debt Service	3,358,143	549,369	546,567	-0.5%
General Gov's Projects	457,000	12,500	12,500	0.0%
Water/Wastewater	6,958,580	556,791	592,481	6.4%
Water/Wastewater Debt	3,619,436	227,016	227,090	0.0%
Water/Wastewater Capital Proj	481,000	40,083	39,810	-0.7%
Impact Fees	4,505,950	172,768	169,828	-1.7%
Vehicle & Equipment Replacement	1,560,236	1,088,328	1,087,716	-0.1%
Electric	6,803,905	590,953	643,338	8.9%
HOT Tax Fund	2,226,904	193,104	327,915	69.8%
Library Board	20,600	1,717	3,215	87.2%
Cemetery	108,200	6,517	6,570	0.8%
Capital Bond Projects	1,027,708	1,179	1,135	-3.7%
Grant Fund	100,000	-	-	0.0%
Park/Trail Land Dedicaiton	1,365	114	119	4.4%
Hunter's Crossing PID	575,879	-	38	0.0%
Bastrop EDC	5,074,414	260,118	287,152	10.4%
TOTAL REVENUES	$ 52,876,596	$ 4,803,831	$ 5,251,498	9.3%

POSITIVE	= Positive variance or negative variance < 1% compared to forecast
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BUDGET SUMMARY OF ALL FUNDS

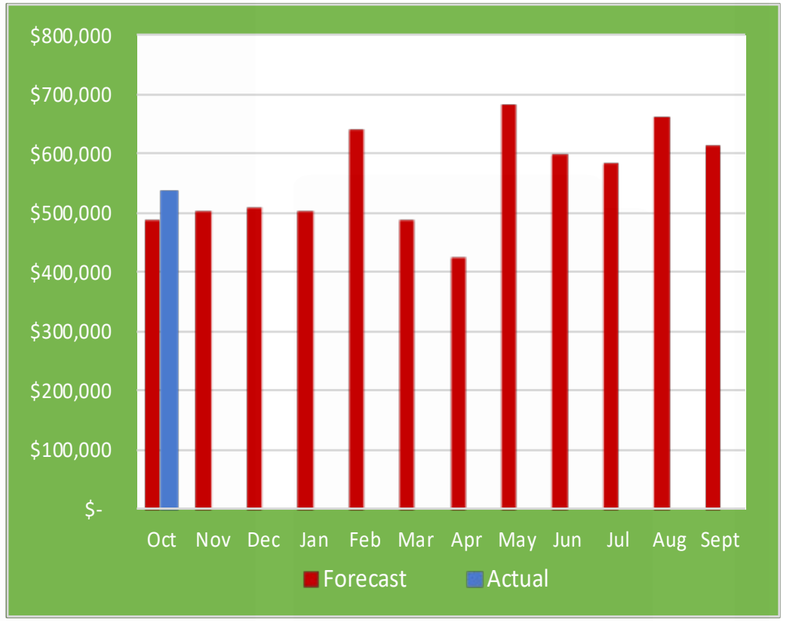
	FY2022 Approved Budget	FY2022 Forecast YTD	FY2022 Actual YTD	Variance
Expense:				
General	$ 16,111,889	$ 2,203,453	$ 1,781,970	-19.1%
Designated	298,100	2,655	313	-88.2%
Innovation	445,500	-	-	0.0%
Street Maintenance	655,000	16,000	15,893	-0.7%
Debt Service	3,494,221	-	-	0.0%
General Gov't Projects	457,000	-	-	0.0%
Water/Wastewater	7,442,749	669,150	589,681	-11.9%
Water/Wastewater Debt	3,992,281	-	-	0.0%
Water/Wastewater Capital Proj.	352,500	11,000	10,197	-7.3%
Revenue Bond, Series 2020	8,343,830	10,000	6,653	-33.5%
CO, Series 2021	35,720,000	-	-	0.0%
Impact Fees	910,250	-	-	0.0%
Vehicle & Equipment Replacement	1,231,430	138,000	138,000	0.0%
Electric	7,495,049	622,257	612,101	-1.6%
HOT Tax Fund	2,780,873	1,023,433	979,634	-4.3%
Library Board	87,950	7,329	-	-100.0%
Cemetery	148,828	8,652	6,082	-29.7%
Hunter's Crossing PID	572,547	18,004	6,343	-64.8%
CO, Series 2013	299,450	-	-	0.0%
Limited Tax Note, Series 2020	424,043	-	-	0.0%
Grant Fund	100,000	-	-	0.0%
Bastrop EDC	5,296,378	133,506	55,493	-58.4%
TOTAL EXPENSES	$ 96,659,868	$ 4,863,439	$ 4,202,360	-13.6%

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	FY2022 Forecast	FY2022 Actual	Monthly Variance
Oct	$ 485,995	$ 533,267	$ 47,272
Nov	499,587		$ -
Dec	507,178		$ -
Jan	500,737		$ -
Feb	638,271		$ -
Mar	485,980		$ -
Apr	423,143		$ -
May	680,505		$ -
Jun	597,880		$ -
Jul	581,620		$ -
Aug	658,217		$ -
Sept	611,983		$ -
Total	$ 6,671,096	$ 533,267	$ 47,272
Cumulative Forecast	$ 485,995		
Actual to Forecast	$ 47,272	9.7%	

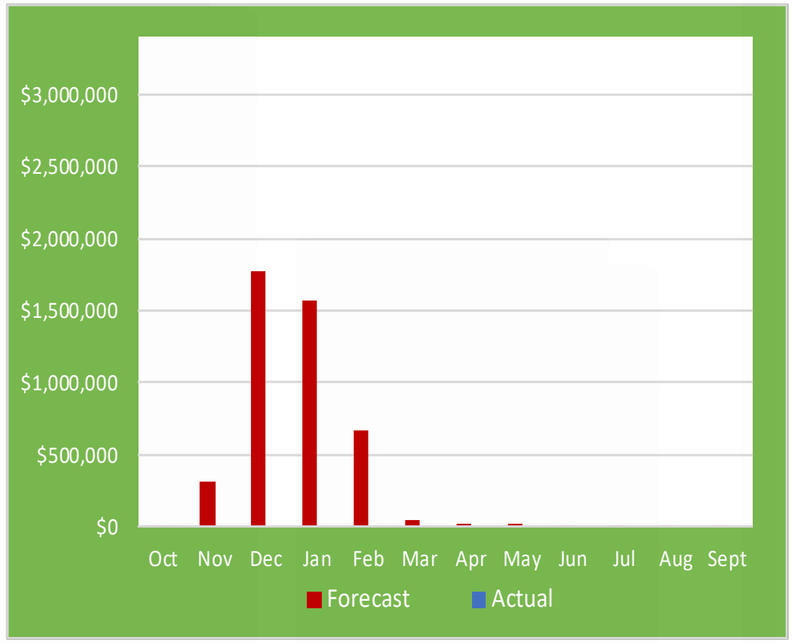


POSITIVE

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 10% greater than forecasted.

PROPERTY TAX REVENUE

Month	FY2022 Forecast	FY2022 Actual	Monthly Variance
Oct	$ 150	$ 182	$ 32
Nov	309,543		
Dec	1,768,665		
Jan	1,565,401		
Feb	663,306		
Mar	44,220		
Apr	17,688		
May	17,688		
Jun	8,844		
Jul	8,844		
Aug	8,844		
Sept	8,844		
Total	$ 4,422,037	$ 182	$ 32
Cumulative Forecast	$ 150		
Actual to Forecast	$ 32	21.33%	

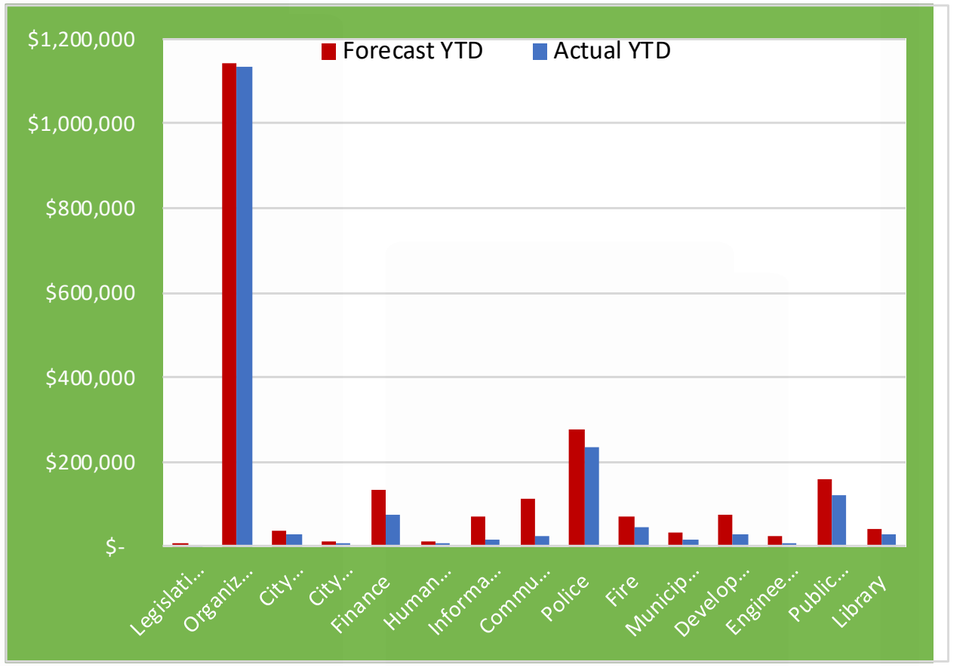


POSITIVE

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	FY2022 Forecast YTD	FY2022 Actual YTD	Variance
Legislative	$ 5,967	$ 4,938	$ (1,029)
Organizational	1,141,143	1,133,441	$ (7,702)
City Manager	36,042	27,741	$ (8,301)
City Secretary	12,323	9,409	$ (2,914)
Finance	134,978	75,645	$ (59,333)
Human Resources	13,042	9,392	$ (3,650)
Information Technology	70,555	14,788	$ (55,767)
Community Engagemen	112,724	25,348	$ (87,376)
Police	276,369	234,889	$ (41,480)
Fire	69,032	46,195	$ (22,837)
Municipal Court	32,181	16,553	$ (15,628)
Development Services	73,184	28,195	$ (44,989)
Engineering	23,980	6,258	$ (17,722)
Public Works	161,344	121,389	$ (39,955)
Library	40,589	27,789	$ (12,800)
Total	$ 2,203,453	$ 1,781,970	$ (421,483)
Actual to Forecast		80.9%	



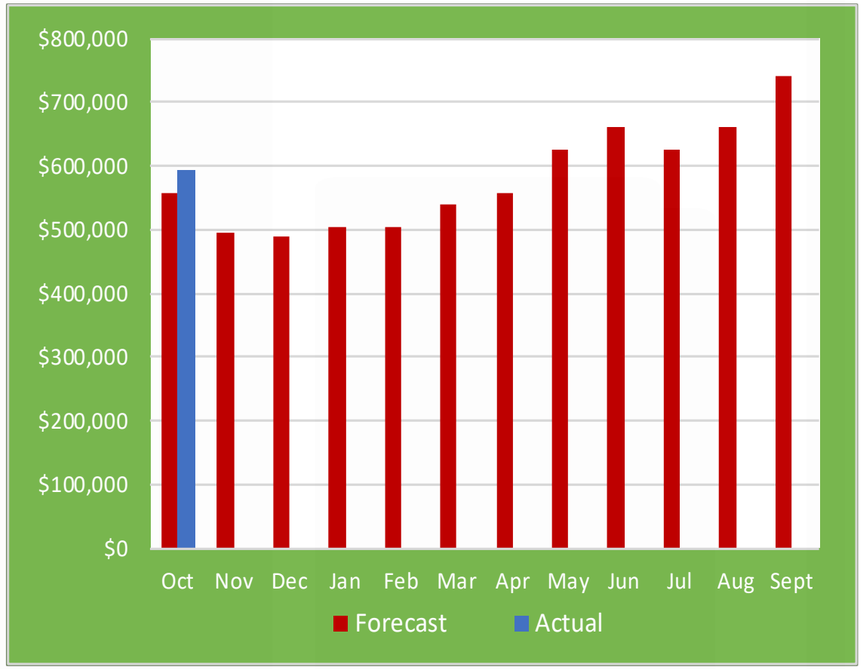
POSITIVE

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

Month	FY2022 Forecast	FY2022 Actual	Monthly Variance
Oct	$ 556,791	$ 592,481	$ 35,690
Nov	494,957		
Dec	487,757		
Jan	505,193		
Feb	504,957		
Mar	539,355		
Apr	556,791		
May	626,062		
Jun	660,698		
Jul	625,826		
Aug	660,461		
Sept	739,732		
Total	$ 6,958,580	$ 592,481	$ 35,690
Cumulative Forecast	$ 556,791		
Actual to Forecast	$ 35,690	6.41%	



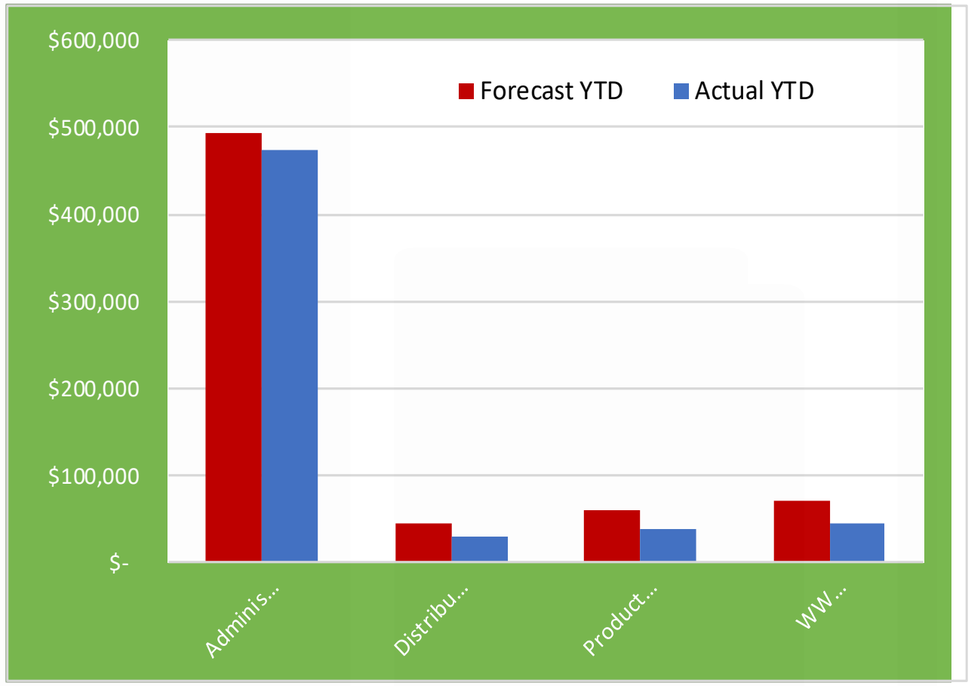
POSITIVE

The water and wastewater actual revenue is higher than forecast almost 6.5%. There were 39 new meters set this month all residential.

EXPENSE ANALYSIS

WATER/WASTEWATER EXPENDITURES BY DIVISION

Division	FY2022 Forecast YTD	FY2022 Actual YTD	Variance
Administration	$ 494,247	$ 474,862	$ (19,385)
Distribution/Collection	44,495	29,765	$ (14,730)
Production/Treatment	59,543	39,770	$ (19,773)
WW Treatment Plant	70,865	45,284	$ (25,581)
Total	$ 669,150	$ 589,681	$ (79,469)
Actual to Forecast		88.1%	



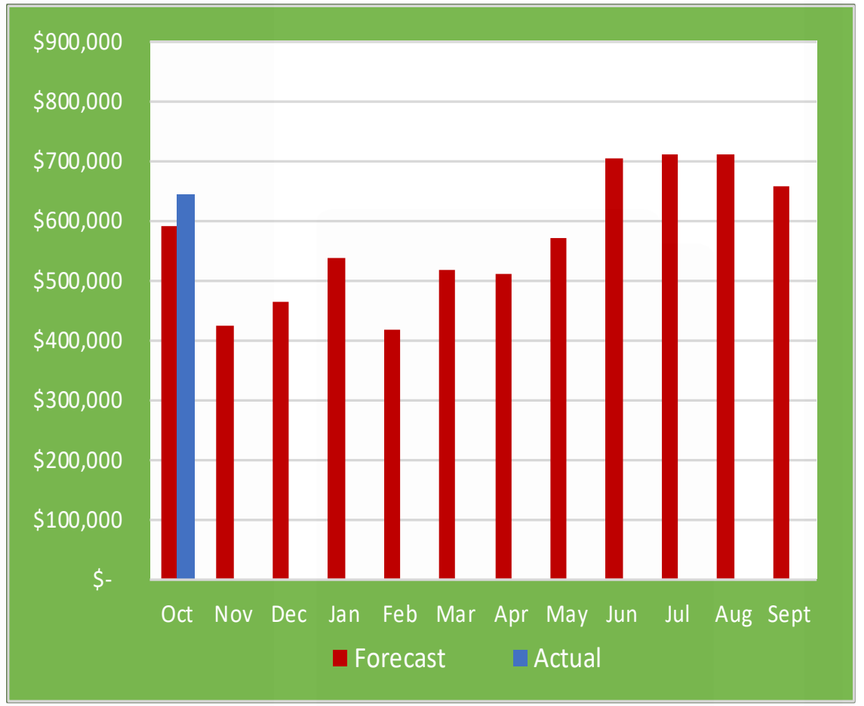
POSITIVE

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 88% of forecast.

REVENUE ANALYSIS

ELECTRIC FUND REVENUE

Month	FY2022 Forecast	FY2022 Actual	Monthly Variance
Oct	$ 590,953	$ 643,338	$ 52,385
Nov	423,127		
Dec	463,040		
Jan	536,213		
Feb	418,436		
Mar	516,256		
Apr	509,604		
May	569,473		
Jun	702,515		
Jul	709,167		
Aug	709,167		
Sept	655,954		
Total	$ 6,803,905	$ 643,338	$ 52,385
Cumulative Forecast	$ 590,953		
Actual to Forecast	$ 52,385	8.86%	



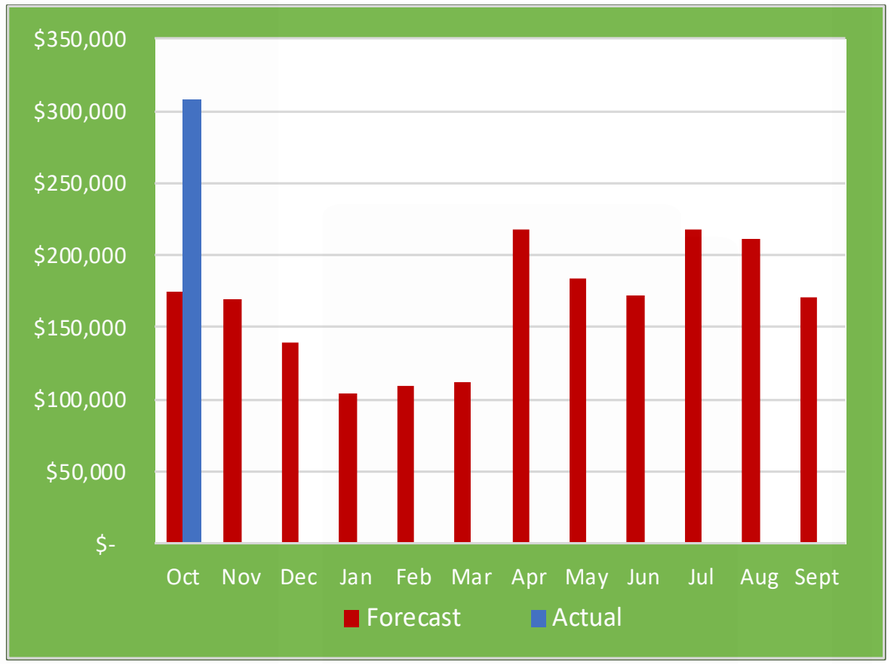
POSITIVE

The Electric utility revenue is almost 9% above forecasted revenue. There was 12 new meter set this month, all residential.

REVENUE ANALYSIS

HOTEL OCCUPANCY TAX REVENUE

Month	FY2022 Forecast	FY2022 Actual	Monthly Variance
Oct	$ 175,141	$ 308,000	$ 132,859
Nov	169,815		
Dec	139,201		
Jan	103,751		
Feb	109,813		
Mar	111,466		
Apr	217,859		
May	183,880		
Jun	171,572		
Jul	217,551		
Aug	210,762		
Sept	170,537		
Total	$ 1,981,348	$ 308,000	$ 132,859
Cumulative Forecast	$ 175,141		
Actual to Forescast %	$ 132,859	75.9%	



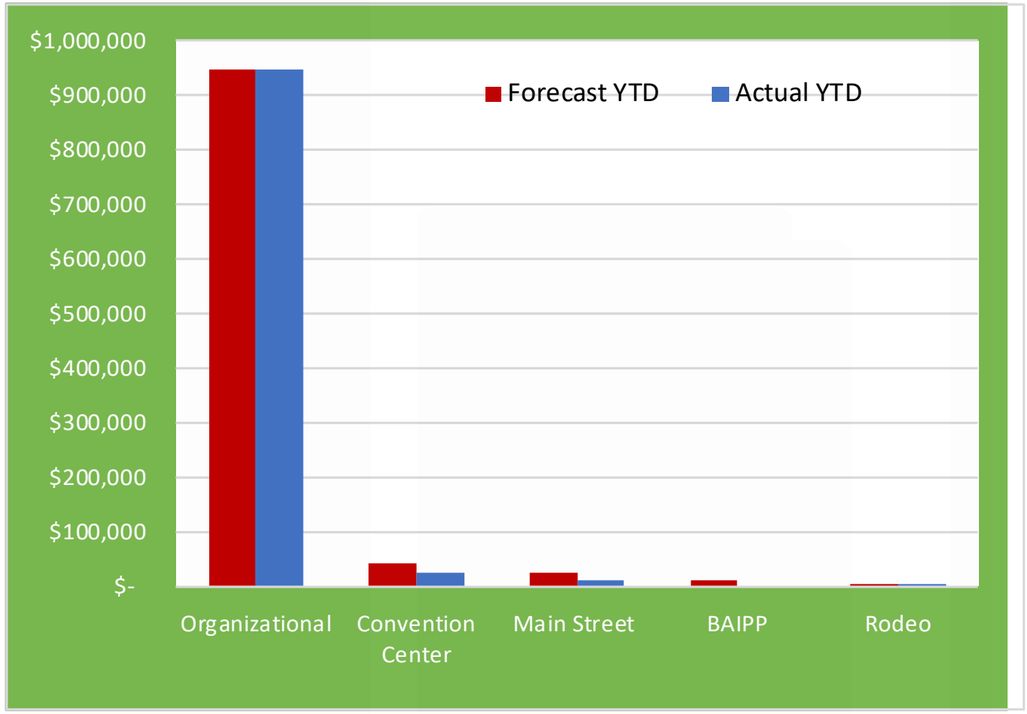
POSITIVE

So far YTD we are 76% positive actual to forecast. ***The Hotel Tax revenue YTD is $175,293 more than same time last year.***

EXPENSE ANALYSIS

HOTEL OCCUPANCY TAX EXPENDITURES BY DIVISION

Division	FY2022 Forecast YTD	FY2022 Actual YTD	Variance
Organizational	$ 946,244	$ 945,961	$ (283)
Convention Center	42,387	23,670	$ (18,717)
Main Street	25,506	9,758	$ (15,748)
BAIPP	9,054	-	$ (9,054)
Rodeo	242	245	$ 3
Total	$ 1,023,433	$ 979,634	$ (43,799)
Actual to Forecast		95.7%	



POSITIVE

This report shows the actual to forecast for each division located in the Hotel Occupany Tax Fund. YTD is reporting actual is almost 96% of forecast.

Legal fees by Attorney/Category

FIRM	CASE	FY19-20	FY20-21	FY21-22
BUNDREN				
	Pine Forest Interlocal	$ 1,298	$ 944	$ -
BOJORQUEZ				
	General Legal	$ 185,102	$ 166,756	$ 27,652
	NEU Review	$ -	$ 8,493	$ -
	Bastrop 552	$ -	$ 2,810	$ -
	COVID-19	$ 8,687	$ 186	$ -
	Pine Forest Interlocal	$ 1,275	$ -	
	Prosecutor (Municipal Court)	$ 15,526	$ 16,331	$ 3,392
	Water/WW	$ 57,168	$ 96,362	$ 9,255
RUSSEL RODRIGUEZ HYDE				
	Hunter's Crossing PID	$ 7,378	$ 10,466	$ -
MULTIPLE FIRMS				
	XS Ranch Water Rights	$ 4,888	$ -	$ -
	Hunter's Crossing PID	$ 10,391	$ -	$ -
	W/WW Contract reviews	$ -	$ 1,425	$ -
TAYLOR, OLSON, ADKINS, SRALLA & ELAM				
	71 Bastrop & MC Bastrop 71	$ -	$ 7,333	$ -
	Red Light Camera Suit	$ 64	$ -	$ -
		$ 291,777	$ 311,106	$ 40,299

SUMMARY OF CASE/TYPE

Row Labels	Sum of FY19-20	Sum of FY20-21	Sum of FY21-22
71 Bastrop & MC Bastrop 71	$ -	$ 7,333	$ -
Bastrop 552	$ -	$ 2,810	$ -
COVID-19	$ 8,687	$ 186	$ -
General Legal	$ 185,102	$ 166,756	$ 27,652
Hunter's Crossing PID	$ 17,769	$ 10,466	$ -
NEU Review	$ -	$ 8,493	$ -
Pine Forest Interlocal	$ 2,573	$ 944	$ -
Prosecutor (Municipal Court)	$ 15,526	$ 16,331	$ 3,392
Red Light Camera Suit	$ 64	$ -	$ -
W/WW Contract reviews	$ -	$ 1,425	$ -
Water/WW	$ 57,168	$ 96,362	$ 9,255
XS Ranch Water Rights	$ 4,888	$ -	$ -
Grand Total	**$ 291,777**	**$ 311,106**	**$ 40,299**

STAFF REPORT

MEETING DATE: December 14, 2021 **AGENDA ITEM**: 10

TITLE:

CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the Council must complete a citizen comment form and give the completed form to the City Secretary prior to the start of the City Council meeting. Alternately, if you are unable to attend the council meeting, you may complete a citizen comment form with your comments at www.cityofbastrop.org/citizencommentform before 5:00 p.m. on December 14, 2021. Comments submitted by this time will be distributed to the city council prior to meeting commencement, referenced at the meeting, and included with the meeting minutes. Comments from each individual will be limited to three (3) minutes when read aloud. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Manager for research and possible future action.

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

STAFF REPORT

MEETING DATE: December 14, 2021 **AGENDA ITEM**: 11A

TITLE:
Consider action to approve City Council minutes from the November 9, 2021, Regular meeting.

AGENDA ITEM SUBMITTED BY:
Ann Franklin, City Secretary

BACKGROUND/HISTORY:
N/A

FISCAL IMPACT:
N/A

RECOMMENDATION:
Ann Franklin, City Secretary recommends approval of the City Council minutes from the November 9, 2021, Regular meeting.

ATTACHMENTS:

- November 9, 2021 DRAFT Regular Meeting Minutes.

NOVEMBER 9, 2021

The Bastrop City Council met in a regular meeting on Tuesday, November 9, 2021, at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Schroeder, Mayor Pro Tem Nelson and Council Members Jackson, Crouch, Rogers, and Peterson. Officers 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
Kyran Irvine and Parker Connell, PE Posse, Mina Elementary, led the pledge.

INVOCATION
Minister John Eason, Celebration Church, gave the invocation.

PRESENTATIONS

4A. Mayor's Report

4B. Council Members' Report

4C. City Manager's Report

WORK SESSION/BRIEFINGS - NONE

STAFF AND BOARD REPORTS

6. STAFF AND BOARD REPORTS

6A. Receive presentation on the FY 2021 Fourth Quarterly Report. (Submitted by: Rebecca Gleason, Assistant City Manager)
Presentation was made by Rebecca Gleason, Assistant City Manager.

CITIZEN COMMENTS

Carl and Ruth Spooner (Read into record by Mayor Schroeder)
1409 Jefferson St.
512-303-2829

Ja-Mar Prince
204 Waipahoehoe Dr.
Bastrop, Tx 78602

Sallie Burchett
2003 LaCasa Dr.
Austin, TX 78704
512-473-2527

CONSENT AGENDA

A motion was made by Council Member Jackson to approve Items 8A, 8B, and 8C as listed on the Consent Agenda after being read into the record by City Secretary, Ann Franklin. Seconded by Mayor Pro Tem Nelson, motion was approved on a 5-0 vote.

8A. Consider action to approve City Council minutes from the October 26, 2021, Regular meeting. (Submitted by: Ann Franklin, City Secretary)

8B. Consider action to approve Resolution No. R-2021-100 of the City Council of the City of Bastrop, approving the 2021 Tax Roll and Tax Levy; providing for a repealing clause; and providing for an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)

8C. Consider action to approve the second reading of Ordinance No. 2021-16 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 an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)

ITEMS FOR INDIVIDUAL CONSIDERATION

9A. Consider action to approve Resolution No. R-2021-89 approving a third 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: Rebecca Gleason, Assistant City Manager)
Presentation was made by Rebecca Gleason, Assistant City Manager.

A motion was made by Council Member Rogers to approve Resolution No. R-2021-89 with the clarity that it is the Council's option of the October end of the year report, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

9E. Consider action to approve the first reading of Resolution No. R-2021-108 of the City Council of the City of Bastrop, Texas, approving the expenditure of Bastrop Economic Development Corporation funds for an Infrastructure Project in an amount not to exceed One Million and 00/100 Dollars ($1,000,000.00); repealing all resolutions in conflict; providing an effective date; and move to include on the December 14, 2021, Consent Agenda for second reading. (Submitted by: Genora Young, BEDC Interim Executive Director)
Presentation was made by Genora Young, BEDC Interim Executive Director.

A motion was made by Mayor Pro Tem Nelson to approve Resolution No. R-2021-108 with a modified and clarified Exhibit A and to be placed on the Individual Consideration section of the December 14, 2021, agenda, seconded by Council Member Jackson, motion was approved on a 5-0 vote.

9B. Consider action to approve Resolution R-2021-105 of the City Council of the City of Bastrop, approving the adoption of the Texas Opioid Abatement Fund Council and

settlement allocation, attached as Exhibit A; providing for a repealing clause; and providing for an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)
Presentation was made by Tracy Waldron, Chief Financial Officer.

A motion was made by Council Member Rogers to approve Resolution No. R-2021-105, seconded by Council Member Jackson, motion was approved on a 5-0 vote.

9C. Consider action to approve Resolution No. R-2021-107 of the City Council of the City of Bastrop, Texas, approving an annual task order with MWM DesignGroup to provide the services of City Engineer in the amount of One Hundred Seventeen Thousand Four Hundred Twenty Dollars ($117,420.00); 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: Fabiola de Carvalho, MIAM, Director of Engineering and Capital Project Management)
Presentation was made by Fabiola de Carvalho, MIAM, Director of Engineering and Capital Project Management.

A motion was made by Council Member Peterson to approve Resolution No. R-2021-107, seconded by Mayor Pro Tem Nelson, motion was approved on a 5-0 vote.

9D. Consider action to approve Resolution No. R-2021-106 of the City Council of the City of Bastrop, Texas, approving an Interlocal Agreement for Operation and Maintenance of Bastrop County Household Hazardous Waste Facility between the City of Bastrop and Bastrop County, as attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and providing an effective date. (Submitted by: Ann Franklin, City Secretary)
A motion was made by Council Member Rogers to approve Resolution No. R-2021-106, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

Adjourned at 7:58 p.m. without objection.

APPROVED: **ATTEST:**

_____ _____

Mayor Connie B. Schroeder City Secretary Ann Franklin

The Minutes were approved on December 14, 2021, by Council Member motion, Council Member second. The motion was approved on a vote.

STAFF REPORT

MEETING DATE: December 14, 2021 **AGENDA ITEM**: 11B

TITLE:
Consider action to approve Resolution No. R-2021-120 of the City Council of the City of Bastrop, Texas approving the 2022 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:
Ann Franklin, City Secretary recommends approval of Resolution No. R-2021-120 of the City Council of the City of Bastrop, Texas approving the 2022 Council Meeting Schedule, attached as Exhibit A; and providing an effective date.

ATTACHMENTS:
- Resolution
- Exhibit A - 2021 Council Meeting Schedule

RESOLUTION NO. R-2021-120

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING THE 2022 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 2022, 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 14th Day of December 2021.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

EXHIBIT A

COUNCIL REGULAR MEETINGS - 2022

MEETING	MEETING DATE	TIME	LOCATION	AGENDA ITEM DEADLINE 5:00PM
Regular Council Meeting	January 11	6:30 PM	Council Chambers 1311 Chestnut	**December 29*** **BY NOON**
Regular Council Meeting	January 25	6:30 PM	Council Chambers 1311 Chestnut	January 13
Regular Council Meeting	February 8	6:30 PM	Council Chambers 1311 Chestnut	January 27
Regular Council Meeting	February 22	6:30 PM	Council Chambers 1311 Chestnut	February 10
Regular Council Meeting	March 8	6:30 PM	Council Chambers 1311 Chestnut	February 24
Regular Council Meeting	March 22	6:30 PM	Council Chambers 1311 Chestnut	March 10
Regular Council Meeting	April 12	6:30 PM	Council Chambers 1311 Chestnut	March 31
Regular Council Meeting	April 26	6:30 PM	Council Chambers 1311 Chestnut	**April 13***
Regular Council Meeting	May 10	6:30 PM	Council Chambers 1311 Chestnut	April 28
Regular Council Meeting	May 24	6:30 PM	Council Chambers 1311 Chestnut	May 12
Regular Council Meeting	June 14	6:30 PM	Council Chambers 1311 Chestnut	June 2
Regular Council Meeting	June 28	6:30 PM	Council Chambers 1311 Chestnut	June 16
Regular Council Meeting	July 12	6:30 PM	Council Chambers 1311 Chestnut	June 30
Regular Council Meeting	July 26	6:30 PM	Council Chambers 1311 Chestnut	July 14
Regular Council Meeting	August 9	6:30 PM	Council Chambers 1311 Chestnut	July 28
Regular Council Meeting	August 23	6:30 PM	Council Chambers 1311 Chestnut	August 11
Regular Council Meeting	September 13	6:30 PM	Council Chambers 1311 Chestnut	September 1
Regular Council Meeting	September 20** This takes the place of September 27th	6:30 PM	Council Chambers 1311 Chestnut	September 15
Regular Council Meeting	October 11	6:30 PM	Council Chambers 1311 Chestnut	September 29
Regular Council Meeting	October 25	6:30 PM	Council Chambers 1311 Chestnut	October 13
Regular Council Meeting	November 8	6:30 PM	Council Chambers 1311 Chestnut	October 27
MEETING CANCELED DUE TO WEEK OF THANKSGIVING	November 22**			
Regular Council Meeting	December 13	6:30 PM	Council Chambers 1311 Chestnut	December 1
MEETING CANCELED DUE TO WEEK OF CHRISTMAS	December 27**			

* December 29th Agenda Item deadline by Noon due to December 31st being Holiday for New Years
*April 13th Agenda Item deadline due to April 15th being Good Friday Holiday
**September 20 – Tax rate second reading must be within 7 days of first reading.
**November 22nd - November 26th Thanksgiving Week
**December 27th -December 26th Christmas Holiday Observed

STAFF REPORT

MEETING DATE: December 14, 2021 **AGENDA ITEM**: 11C

TITLE:
Consider action to approve Resolution No. R-2021-114 of the City Council of the City of Bastrop, Texas rejecting all bids for the Maintenance, Mowing & Landscaping Services; repealing all resolutions in conflict; providing severability; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:
Curtis Hancock, Director of Public Works

BACKGROUND/HISTORY:
Please see Attached Memo

FISCAL IMPACT:
The price far exceeds the budget available.

RECOMMENDATION:
Curtis Hancock, Director of Public Works recommends action to approve Resolution No. R-2021-114 of the City Council of the City of Bastrop, Texas rejecting all bids for the Maintenance, Mowing & Landscaping Services; repealing all resolutions in conflict; providing severability; and establishing an effective date.

ATTACHMENTS:
- Memo
- Bid Tabulation

TO: Paul A. Hofmann, City Manager

From: Curtis Hancock

Date: December 14, 2021

Subject: Maintenance, Mowing, & Landscaping Bid Rejection

==========

On November 14, 2017, Resolution No. R2017-86 was brought to City Council to approve awarding a contract for the mowing of various parks and City rights-of-way to WLE Company in the amount of One Hundred Fifty-Five Thousand Nine Hundred Twenty and 64/100 Dollars ($155,920.64). This item is identified in the FY18 Work Plan as CS#14 (Community Safety) in an effort to better manage the appearance of the City's rights-of-way areas. A Request-for-Proposal (RFP) was initiated that also included some of the City's Park areas. Proposals were accepted and evaluated. The Contract term was for twelve (12) months and would automatically renew for a 12-month period beginning October 1, 2018, unless terminated by either party, or as provided in the Contract, could be renewed for two consecutive 12-month terms.

We are now at the end of that three-year contract renewal and posted a Request for Proposals in October 2021. On November 1, 2021, the City of Bastrop Public Works Department received two (2) bids. The first bid was from Unity Contractors Services, Inc. in the amount of $636,500.00 (six hundred, thirty-six thousand, five hundred dollars). The second bid received was from Brightview Landscape Services, Inc. (formerly WLE Company- who recently changed names on November 1, 2021) in the amount of $215,896.24 (two hundred fifteen thousand, eight hundred ninety-six dollars and twenty-four cents). Unfortunately, they submitted an incomplete bid packet and are ineligible for consideration.

The City of Bastrop Public Works Department recognizes the importance of the maintenance, mowing, and landscaping services for City buildings, Right of Ways and Parks, and the value that proper landscaping maintenance provides to the community; therefore in order to be fiscally responsible with tax dollars, the City of Bastrop Public Works Department recommends rejection of the bid proposal from Unity Contractors as the bid price exceeds the budget available and is over $420,000 (four hundred twenty thousand dollars) more than the other bidder. At this time, we request to re-bid this contract for best value.

Thank-you for your consideration.

Regards,

Curtis Hancock, Director of Public Works

RESOLUTION R-2021-114

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS REJECTING ALL BIDS FOR THE MAINTENANCE, MOWING & LANDSCAPING SERVICES; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bastrop, Texas recognizes that the current market for maintenance, mowing & landscaping services has seen a minimum of a twenty-five percent increase; and

WHEREAS, the City Council of the City of Bastrop, Texas recognizes that tax dollars should be spent responsibly; and

WHEREAS, the City Council understands that by re-bidding this project at a time of year that will allow the market time to readjust and provide more a greater value to the citizens of Bastrop; and

WHEREAS, the City Council of the City of Bastrop recognizes the importance of maintenance, mowing, and landscaping services for City buildings, Right of Ways, and Parks and the value added to the community by proper maintenance; and

WHEREAS, the City Council of the City of Bastrop will continue to make mowing and landscaping a priority for all City Infrastructures.

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

Section 1: That all bids received for the Maintenance, Mowing & Landscaping Services are formally rejected.

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 ADOPTED by the City Council of the City of Bastrop this 14th day of December, 2021.

APPROVED:

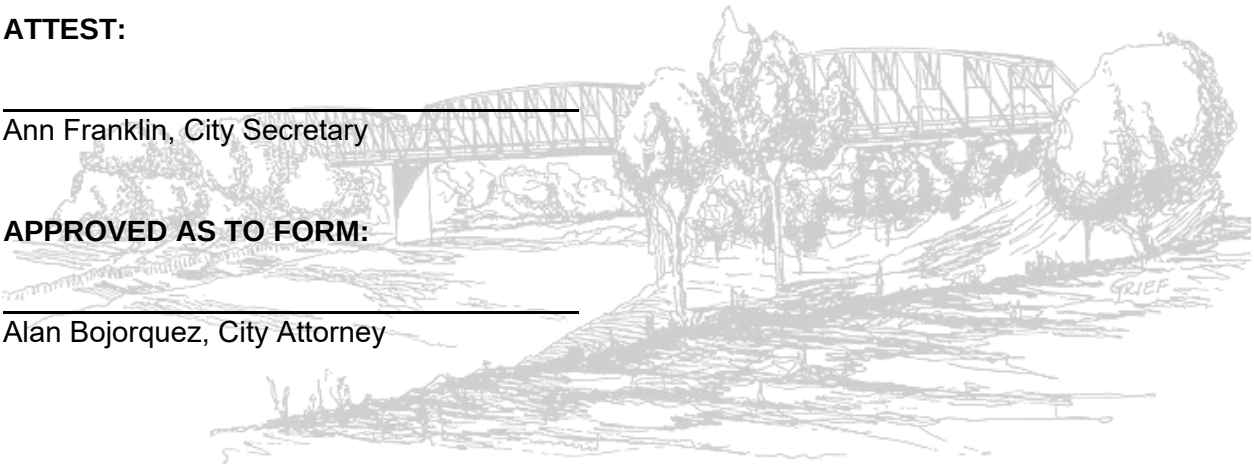
_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney



City of Bastrop Public Works
1311 Chestnut Street
Bastrop, TX 78602
(512) 332-8920

BID OPENING TABULATION

Bid Number: PKS-2021-01

Bid Title: MAINTENANCE, MOWING & LANDSCAPING SERVICES

Opening Date: November 1, 2021

Opening Time: 2:00 pm **Opened By:** Curtis Hancock

Title: Director of Public Works **Verified By:** Curtis Hancock

VERIFICATION SIGNATURE: _____

NOTES:

PUBLIC/BIDDERS INATTENDANCE

Rep for Unity Contractors Services, Inc
Rep for BrightView Landscape Services

**** AWARD TO BE MADE FOLLOWING CITY STAFF REVIEW/RECOMMENDATION AND CITY COUNCIL APPROVAL AT A LATER DATE. ****

Selection Criteria.

The City will evaluate each qualified Proposal and select a single Bidder based on criteria deemed important to providing a competent provider to provide the type of work and services outlined in this RFP. Each Proposal will be ranked by the following criteria:

- Professionalism and completeness of the Proposal
- Ability to perform
- Detail in which service is described
- Experience and references
- Proposed costs

REQUIRED BID DOCUMENTATION AND ATTACHMENTS (CHECK EACH ITEM SUBMITTED) and BID AMOUNT TABULATION

COMPLETE BIDDER CONTACT INFO IN PACKET	ORIGINAL, COPY (1), & FLASH DRIVE	SIGNATURES & VENDOR INFO (Pages 7,9,10,11, 15 & if applicable 13,14,24)	REFERENCES MINIMUM OF 3 (PAGE 12)	PRICE & BID PROPOSAL SHEET (PAGE 6)	CONFLICT OF INTEREST FORM (CIQ FORM) (PAGE 29)	A. See Description Below			Total Bid
Unity Contractor Services, Inc	✓	✓	✓	✓	✓	✓			$636,500.00
BrightView Landscape Services, Inc	✓	✓	✓	✓	✓	✗			$215,896.24

***Per House Bill 1295, this form must be signed prior to submitting signed Contract. We must have a completed, printed & signed Form 1295 with the certification of filing number. The City must acknowledge receipt of the filed form not later than the 30th day after receipt of the form.**

A. Bidders Must submit complete original Bid Packet.

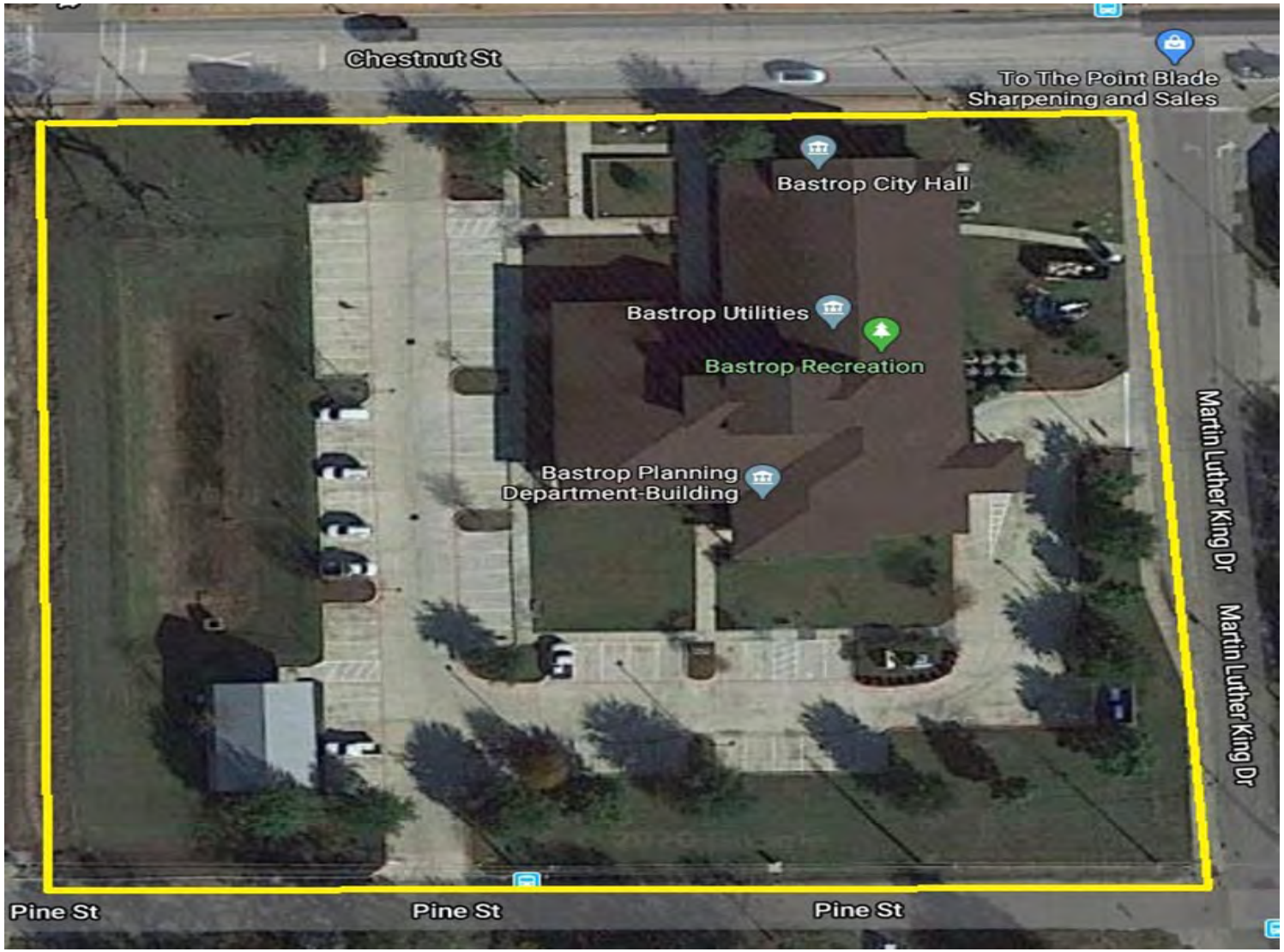
Fireman’s Park
600 Hill Street



Police Department
104 Grady Tuck Lane



City Hall
1311 Chestnut Street



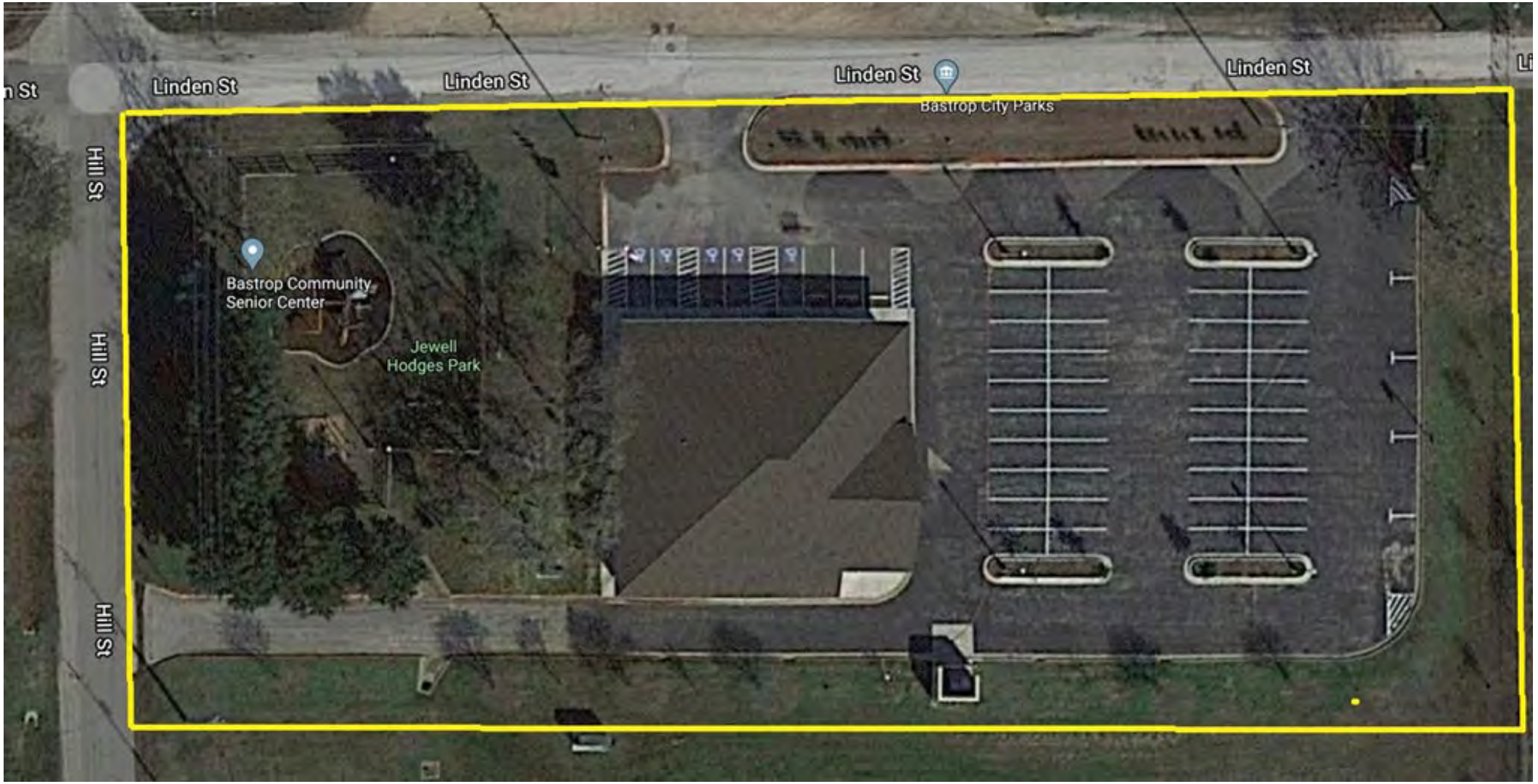
Library
1100 Church Street



Bark Park
401 Grady Tuck Lane



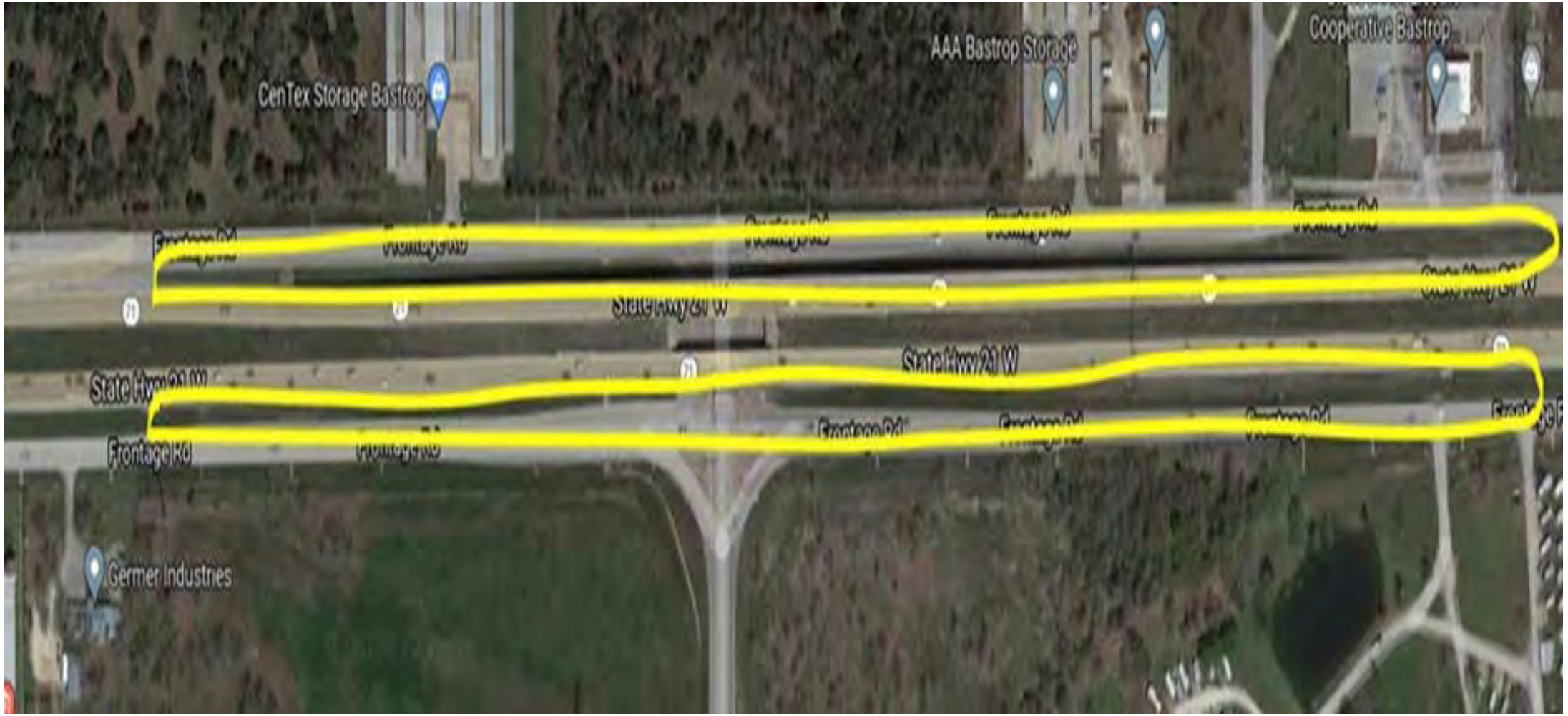
Jewell Hodges Park/ Bastrop Senior Center
1200 Linden Street



Jackson St. Overpass/Hwy 71



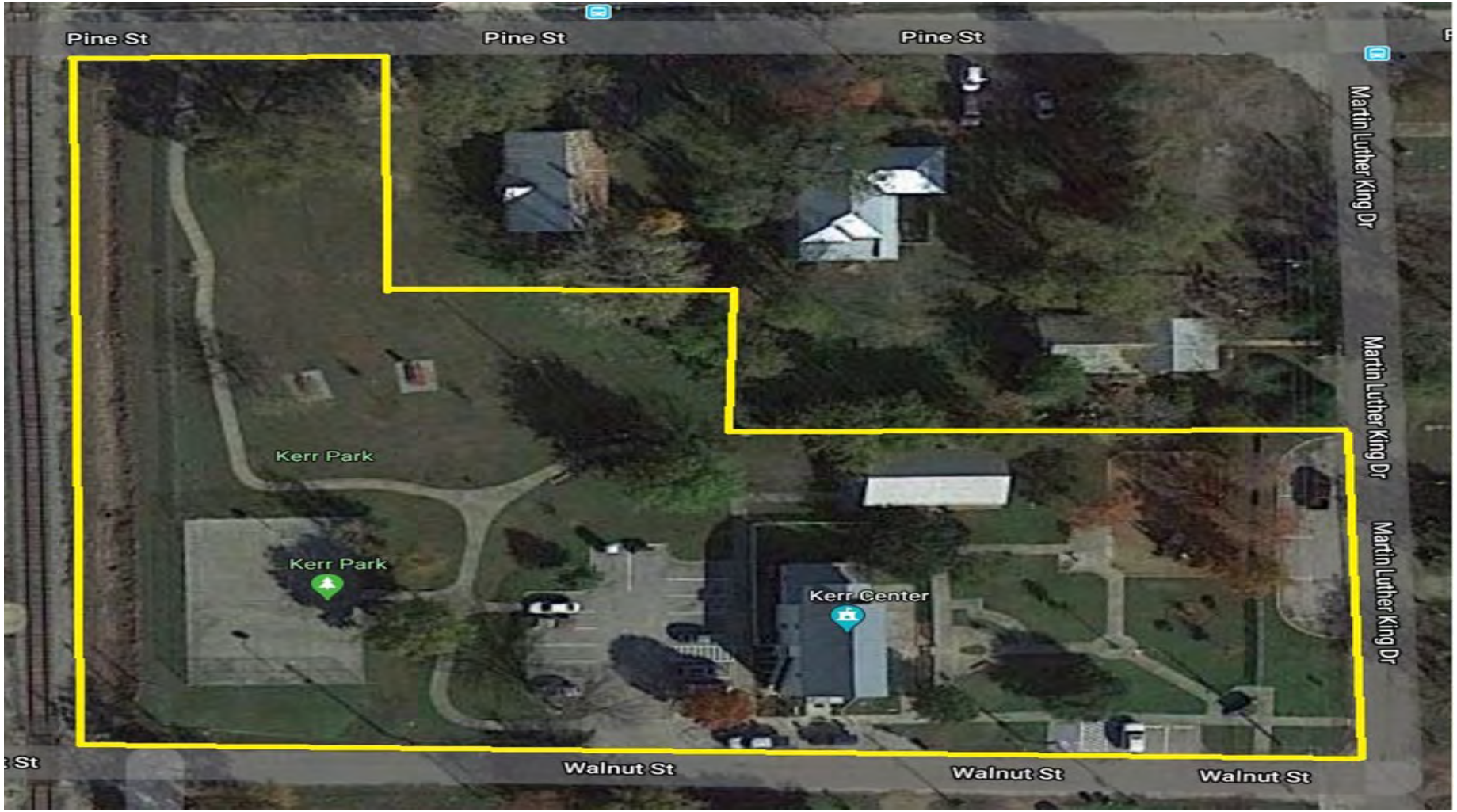
Hwy 20 Overpass/Hwy 71



Mayfest Park
25 American Legion Drive



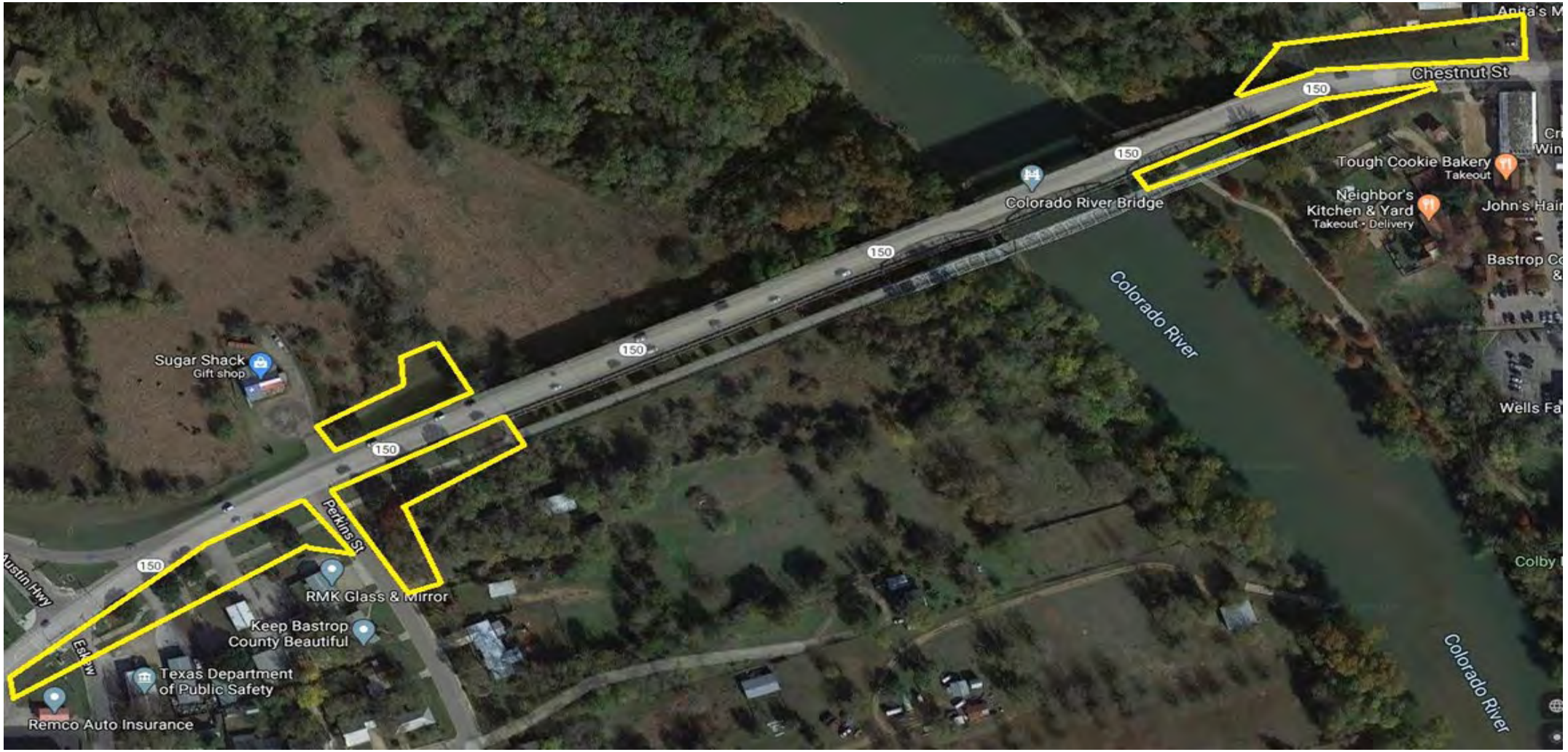
Kerr Community Park
1308 Walnut Street



Ferry Park
502 Water Street



Old Iron Bridge
100 - 600 TX-150 Loop



Tahitian Fire Station
120 Corporate Drive



Little League Fields-2200 Hill Street

Only areas outside of the ball fields, including the fences, need to be mowed and weed eated. The Bastrop Little League maintains the fields.



Bastrop 1832 Farmers Market
1302 Chestnut Street



PD Lot
117 Old Austin Highway



East Gateway
TX-95/SH-21



West Gateway
110-118 TX 150 Loop



HWY 71 Right-of Ways
HWY 20 to Tahitian Drive

All right-of-ways, including sidewalks, on the north and south sides of HWY 71 from just past the Tahitian Drive intersection, to just past the HWY 20 intersection.



STAFF REPORT

MEETING DATE: December 14, 2021 **AGENDA ITEM**: 11D

TITLE:
Consider action to approve Resolution No. R-2021-110 of the City Council of the City of Bastrop, Texas, designating authorized signatories for contractual documents and documents for requesting funds pertaining to the General Land Office Community Development Block Grant – Mitigation Program (CDBG-MIT) Contract Number 22-085-059-D316, as shown in Exhibit A; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
The City of Bastrop, Texas has received the 2020 General Land Office Texas Community Development Block Grant – Mitigation Program award contract number 22-085-059-D316, to provide street and drainage improvements to extend Agnes Street from Seton to Walmart, and it is necessary to appoint persons to execute contractual documents and documents for requesting funds from the General Land Office.

FUNDING SOURCE:
NA

RECOMMENDATION:
Tracy Waldron, CFO recommends approval of Resolution No. R-2021-110 of the City Council of the City of Bastrop, Texas, designating authorized signatories for contractual documents and documents for requesting funds pertaining to the General Land Office Community Development Block Grant – Mitigation Program (CDBG-MIT) Contract Number 22-085-059-D316, as shown in Exhibit A; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:
- Resolution R-2021-110
- Exhibit A - Depository/Authorized Signatories Designation Form

RESOLUTION NO. R-2021-110

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE GENERAL LAND OFFICE COMMUNITY DEVELOPMENT BLOCK GRANT - MITIGATION PROGRAM (CDBG-MIT) CONTRACT NUMBER 22-085-059-D316.

WHEREAS, the City of Bastrop, Texas has received a 2020 GLO Community Development Block Grant-Mitigation award to provide Infrastructure Improvements and/or Acquisition, and;

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents for requesting funds from the General Land Office, and;

WHEREAS, an original signed copy of the CDBG-MIT *Depository/Authorized Signatories Designation Form* is to be submitted with a copy of this Resolution, and;

WHEREAS, the City of Bastrop, Texas acknowledges that in the event that an authorized signatory of the City changes (elections, illness, resignations, etc.), the City must provide GLO with the following:

- a revised CDBG-MIT *Depository/ Authorized Signatories Designation Form*.

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

The (Mayor, City Manager, and Assistant City Manager for Community Development) be authorized to execute contractual documents between the General Land Office and the City for the 2020 Community Development Block Grant – Mitigation Program.

The (Mayor, City Manager, and Chief Financial Officer) be authorized to execute the financial documents required for requesting funds approved in the 2020 Community Development Block Grant - Mitigation Program.

DULY RESOLVED AND APPROVED by the City Council of the City of Bastrop, Texas on the 14th day of December 2021.

APPROVED:

_____
Connie Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

COMMUNITY DEVELOPMENT & REVITALIZATION

The Texas General Land Office

Depository/Authorized Signatories Designation Form

Subrecipient: City of Bastrop **Contract Number:** 22-085-059-D316

The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

Connie Schroeder	Paul A. Hofmann
Name	**Name**
Mayor	City Manager
Title	**Title**
Signature	**Signature**
Trey Job	
Name	**Name**
Assistant City Manager for Community Development	
Title	**Title**
Signature	**Signature**

The financial lending institution listed here will serve as the depository for the Texas General Land Office-Disaster Recovery Program Community Development Block Grant (CDBG) funds:

First National Bank of Bastrop	100735
Name of Lending Institution	**Fund Account Number**
489 Hwy 71 W	Bastrop, TX 78602
Address	**City, State, Zip Code**

The individuals below are designated by resolution as authorized signatories for financial documents. At least two signatories required.

Connie Schroeder	Paul A. Hofmann
Name	**Name**
Mayor	City Manager
Title	**Title**
Signature	**Signature**

COMMUNITY DEVELOPMENT & REVITALIZATION

The Texas General Land Office

Depository/Authorized Signatories Designation Form

Tracy Waldron	
Name	Name
Chief Financial Officer	
Title	Title
Signature	Signature

NOTE: A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form.

Disclaimer: *The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.*

STAFF REPORT

MEETING DATE: December 14, 2021 **AGENDA ITEM**: 11E

TITLE:
Consider action to approve Resolution No. R-2021-109 of the City Council of the City of Bastrop, Texas adopting various policies and procedures required in conformity with the Civil Rights Act, and the Fair Housing Act, as shown in Exhibit A, required under the Community Development Block Grant – Mitigation Program Contract number 22-085-059-D316 through the General Land Office; providing for a repealing clause and establishing an effective date.

AGENDA ITEM SUBMITTED BY:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
The City of Bastrop, Texas has received the 2020 General Land Office Texas Community Development Block Grant – Mitigation Program award contract number 22-085-059-D316, to provide street and drainage improvements to extend Agnes Street from Seton to Walmart, and it is necessary to appoint persons to execute contractual documents and documents for requesting funds from the General Land Office.

All grantees of Community Development Block Grant (CDBG-MIT) funds are required to demonstrate compliance with all State and Federal requirements to ensure equal opportunity and access to all benefits derived from the TxCDBG Program.

The State and Federal requirements include:

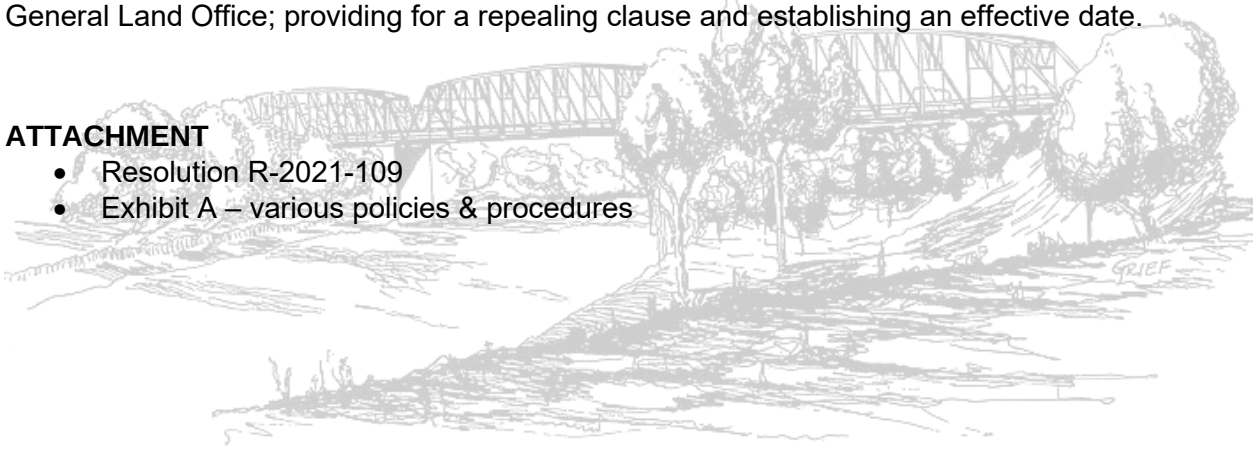
- Taking steps to ensure that equal opportunities are afforded to all persons and that no person shall be excluded or denied program benefits on the basis of race, color, religion, sex, national origin, age, and/or disability.
- Taking steps to provide opportunities, to the greatest extent feasible, to low and very low income (Section 3) residents and businesses in employment, training, and contracting for construction contracts.
- Taking affirmative steps to ensure minority, small business, and female-owned businesses are informed of grant funded contracts.
- Prohibiting the use of Excessive Force against individuals engaged in non-violent Civil Rights demonstrations.
- Prohibiting discrimination on the basis of disability.
- Taking steps to Affirmatively Further Fair Housing (AFFH).
- Taking steps to assure meaningful access for persons with “Limited English Proficiency” (LEP).

This grant award requires a resolution be passed by City Council adopting and/or affirming these policies and procedures.

Exhibit A of this Resolution includes the following policies and procedures:

- Citizen Participation Plan and Complaint Procedures
- Section 3 Program Policy
- Excessive Force Policy
- Section 504 Policy and Grievance Procedures
- Code of Conduct Policy
- Limited English Proficiency Plan
- Fair Housing Policy

RECOMMENDATION:
Tracy Waldron, CFO recommends approval of Resolution R-2021-109 of the City Council of the City of Bastrop, Texas adopting various policies and procedures required in conformity with the Civil Rights Act, and the Fair Housing Act, as shown in Exhibit A, required under the Community Development Block Grant – Mitigation Program Contract number 22-085-059-D316 through the General Land Office; providing for a repealing clause and establishing an effective date.



ATTACHMENT

- Resolution R-2021-109
- Exhibit A – various policies & procedures

RESOLUTION No. R-2021-109

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS ADOPTING VARIOUS POLICIES AND PROCEDURES REQUIRED IN CONFORMITY WITH THE CIVIL RIGHTS ACT, AND THE FAIR HOUSINGA CT, AS SHOWN IN EXHIBIT A, REQUIRED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION PROGRAM (CDBG-MIT) THROUGH THE GENERAL LAND OFFICE; PROVIDING FOR A REPEALING CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS*,* the City of Bastrop, Texas, (hereinafter referred to as "City of Bastrop") has been awarded CDBG-MIT funding through a CDBG-MIT grant from the Texas General Land Office (hereinafter referred to as "GLO");

WHEREAS, the City of Bastrop, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than $10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;

WHEREAS, the City of Bastrop, in consideration for the receipt and acceptance of federal funding, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

WHEREAS, the City of Bastrop, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the CDBG project area;

WHEREAS, the City of Bastrop, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

WHEREAS, the City of Bastrop, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

WHEREAS, the City of Bastrop, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608 (e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period of the CDBG contract, to affirmatively further fair housing;and

WHEREAS, the City of Bastrop, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, THAT THE CITY OF BASTROP ADOPTS/REAFFIRMS THE FOLLOWING:

1. Citizen Participation Plan and Grievance Procedures;
2. Section 3 Policy;
3. Excessive Force Policy;
4. Section 504 Policy and Grievance Procedures;
5. Fair Housing Policy.

DULY RESOLVED AND APPROVED by the city council of the City of Bastrop, Texas this 14th day of December, 2021.

APPROVED:

_____
Connie Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

Exhibit A

CITIZEN PARTICIPATION PLAN

THE CITY OF BASTROP
REGARDING THE USE OF GRANT FUNDS FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

This Citizen Participation Plan was prepared in accordance with Section 104(a) of the Housing and Community Development Act of 1974, as amended. The 24 CFR 91.105 federal regulations outline the "citizen participation" requirements.

The plan is to be used to address citizen participation in the Community Development Block Grant (CDBG) Program. With receipt of HOME Investment Partnerships (HOME) Program funds, the program will be included under this Citizen Participation Plan.

The Citizen Participation Plan (CPP) sets forth policies and procedures for citizen participation in the development of project specific applications and substantial amendments to these projects with funding.

CERTIFICATION OF COMPLIANCE

The City of Bastrop is certifying to the U. S. Department of Housing and Urban Development (HUD) and State Agencies administering HUD programs that they have an approved Citizen Participation Plan, which:

- provides for and encourages citizen participation with emphasis on participation by persons who are residents of slum and blighted areas, by residents in low- and moderate-income neighborhoods, or targeted revitalization areas.
- provides for and encourages citizen participation of residents of public and assisted housing developments, as well as provides information to the public housing authorities within our jurisdiction activities related to these programs.
- provides for and encourages citizen participation of persons with disabilities as well as provides documents in a format accessible to persons with disabilities, upon request.
- provides for and encourages citizen participation of all citizens, including minorities and non-English speaking persons, and identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate.
- provides citizens with reasonable and timely notification and access to local meetings, information, and records relating to the communities proposed and actual use of federal Community Development Block Grant funds.
- provides for public hearings and/or public postings to obtain citizen views; to respond to proposals and questions at all stages of the community development program, including at least the development of needs; and the review of proposed activities, and review of program annual performance. If hearings are held, they shall be after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodations for the disabled; and,
- provides for a timely written response to written complaints and grievances where applicable.

Note to Grant Recipients regarding Limited English Proficiency (LEP) requirements:

In accordance with federal law, if there is a significant number of the population who are non-English speaking residents and are affected by the CDBG project, such citizens should have 'meaningful access' to all aspects of the CDBG project. To provide 'meaningful access', Grant Recipients may need to provide interpreter services at public hearings or provide non-English written materials that are routinely provided in English. Examples of such vital documents may include Citizen Participation notices (e.g., complaint procedures, hearings notices), civil rights notices, and any other published notice that may allow an eligible person with limited English proficiency to participate in discussing proposed CDBG activities. For more information, see LEP.gov.

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of HUD's CDBG Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Bastrop – City Hall, 1311 Chestnut Street, Bastrop, Texas 78602, (Phone: (512) 332 - 8800) during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the CDBG program.

1. A person who has a complaint or grievance about any services or activities with respect to the CDBG project, whether it is a proposed, ongoing, or completed CDBG project, may during regular business hours submit such complaint or grievance, in writing to the City of Bastrop Civil Rights Officer, at P.O. Box 427, Bastrop, Texas 78602 or may call (512) 332 - 8800.
2. A copy of the complaint or grievance shall be transmitted by the Civil Rights Officer to the person/division that is the subject of the complaint or grievance and to the Mayor within five (5) working days after the date of the complaint or grievance was received.
3. The Mayor or their representative shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within fifteen (15) days. The response may be a time extension to further review the complaint or grievance.
4. If the investigation cannot be completed within fifteen (15) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within twenty (20) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the CDBG Program Manager for their further review and comment.

If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of CDBG funds. The City, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC OUTREACH AND INVOLVEMENT

Citizens will be provided reasonable advance notice of, and opportunity to comment on proposed activities in an application to the state and for grants already made regarding activities which are proposed to be added, deleted, or substantially changed from the entity's application to the state. The public outreach and notification will be accomplished through one or more of the following methods:

a) Publication of notice in a local newspaper—a published newspaper article may also be used so long as it provides sufficient information regarding program activities and relevant dates.
b) Notices prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
c) Posting of notice on the local entity website (if available).
d) Public Hearing; or
e) Individual notice to eligible cities and other entities as applicable using one or more of the following methods: Certified mail, Electronic mail or fax, First class (regular mail), Personal delivery (e.g., at a Council of Governments meeting).

These details will be included in the Public Comment Version of the Application, prior to submission.

Citizens, with emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals.

PUBLIC COMMENT PROVISIONS AS REQUIRED BY CERTAIN STATE AGENCIES IN THE ADMINISTRATION OF FEDERAL PROGRAMS

When public notice is the sole required notification process for the submission of an application from a State agency, the following provisions shall be observed the City.

A copy of a substantially complete application will be made available to allow for 14 days of public comment, but are not limited to:

1. The amount of CDBG funds expected to be made available for the current fiscal year (including the grant and any anticipated program income).
2. The range of activities that may be undertaken with the CDBG funds.
3. The estimated amount of the CDBG- funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate- income persons.
4. The proposed CDBG activities likely to result in displacement and the unit of general local government's anti-displacement and relocation plans required under § 570.488.
5. The development of housing and community development needs

When a public hearing is required for submission of an application from a State agency, the following provisions shall be observed by the City:

1. As stated in the COVID-19 Disaster Declaration Proclamation dated March 13th, 2020; public hearings may be held virtually or in person, pursuant to Section 418.017 of the code; "authorization to use all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster." Public notice of all hearings must be posted at least seventy-two (72) hours prior to the scheduled hearing.
2. When a significant number of non-English speaking residents are a part of the potential service area of the CDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens. An interpreter should be present to accommodate the needs of the non-English speaking residents at all public hearing where applicable.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the City must plan for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
4. A public hearing, when required by a Federal Program, shall be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. If the agency requires a public hearing for submission, then a public notice shall be posted at city hall and the community's website notifying the public of the project selected at least 5 days prior to the submission of the application.

The City shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

_____ _____

Connie Schroeder, City of Bastrop - Mayor Date

Section 3 Policy

In accordance with 12 U.S.C. 1701u the *City of Bastrop* agrees to implement the following steps, which, to *the greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.

B. Assign duties related to implementation of this plan to the designated Civil Rights Officer.

C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by CDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.

D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in CDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.

E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.

F. Require that all Prime contractors and subcontractors with contracts over $100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or GLO to the Grant Recipient.

G. Submit reports as required by HUD or GLO regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of the federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.

H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of the City of Bastrop, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

_____	**Mayor**	_____
Signature	Title	Date

Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), the *City of Bastrop* hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of the City of Bastrop to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations;

2. It is also the policy of the City of Bastrop to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.

3. City of Bastrop will introduce and pass a resolution adopting this policy.

As officers and representatives of the City of Bastrop, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

_____ _____

Signature Title

_____

Date

A1004

Section 504 Policy Against Discrimination based on Handicap and Grievance Procedures

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), City of Bastrop *(employs fifteen or more persons)* hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).

2. The City of Bastrop does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.

3. The City of Bastrop's *(Grant Recipient)* recruitment materials or publications shall include a statement of this policy in 1. above.

4. The City of Bastrop shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.

5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the TxCDBG program, the City of Bastrop shall ensure that they are provided with the information necessary to understand and participate in the TxCDBG program.

6. Grievances and Complaints

   a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for the City of Bastrop to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.

   b. Complaints should be addressed to: Connie Schroeder – City of Bastrop, Mayor, P.O. Box 427, Bastrop, Texas 78602, (512) 718 – 7843, who has been designated to coordinate Section 504 compliance efforts.
   c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.

   d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.

   e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by Connie Schroeder – City of Bastrop, Mayor. Informal

but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.

f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by Connie Schroeder – City of Bastrop, Mayor, and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.

g. The Section 504 coordinator shall maintain the files and records of the City of Bastrop relating to the complaints files.

h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to the City of Bastrop within ten working days after the receipt of the written determination/resolution.

i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.

j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the City of Bastrop complies with Section 504 and HUD regulations.

_____ _____

Connie Schroeder, City of Bastrop - Mayor Date

Fair Housing Policy

In accordance with Fair Housing Act, the *City of Bastrop* hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. *The City of Bastrop agrees to* affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. *The City of Bastrop agrees to* plan at least one activity during the contract term to affirmatively further fair housing.

3. *The City of Bastrop* will introduce and pass a resolution adopting this policy.

As officers and representatives of the City of Bastrop*,* we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

_____ _____**Mayor**_____

Signature Title

_____

Date

STAFF REPORT

MEETING DATE: December 14, 2021 **AGENDA ITEM**: 11F

TITLE:
Consider action to approve Resolution No. R-2021-118 of the City Council of the City of Bastrop, Texas, approving the Federal Grant Procurement Policy, attached as Exhibit A; providing for a repealing clause and establishing an effective date.

AGENDA ITEM SUBMITTED BY:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
This City of Bastrop is in receipt of CDBG-MIT funding through a CDBG-MIT grant through the Texas General Land Office. As part of the grant requirements, the city must adopt a Federal Grant Procurement Policy, as attached.

FISCAL IMPACT:
N/A

RECOMMENDATION:
Tracy Waldron, CFO recommends approval of Resolution No. R-2021-118 of the City Council of the City of Bastrop, Texas, approving the Federal Grant Procurement Policy, which is attached as Exhibit A; providing for a repealing clause and establishing an effective date.

ATTACHMENTS:
- Resolution 2021-118
- Federal Grant Procurement Policy

RESOLUTION NO. R-2021-118

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING A CONTRACT FOR GRANT ADMINISTRATION AND ENVIRONMENTAL SERVICES WITH LANGFORD COMMUNITY MANAGEMENT SERVICES AS IT RELATES TO THE GENERAL LAND OFFICE COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM CONTRACT NUMBER 22-085-059-D316, ATTACHED AS EXHIBIT A; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on June 9, 2020 City Council approved Langford Community Management Services as the provider for grant writing services to complete application and project implementation for grant projects, including the GLO CDBG-MIT program; and

WHEREAS, the City of Bastrop has been awarded a contract through the GLO CDBG-MIT program; and

WHEREAS, Federal Regulations require that with funding awards, the agreement be amended to include the exact dollar amount allowed for these services under the grant award; and

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

SECTION 1: The City Council hereby approves the amendment to Langford Community Development Services agreement to reflect the total cost of Three Hundred Thousand and Forty-Two Six Hundred and Fifty-Two and Eighty-Six Dollars ($342,652.86), which is attached as Exhibit A, and authorizes the City Manager to execute all necessary documents related to this agreement.

SECTION 2: Any prior resolution of the City Council in conflict with the provisions contained in this resolution are hereby repealed and revoked.

SECTION 3: Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 4: This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas on the 14th day of December 2021.

CITY OF BASTROP, TEXAS

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

CITY OF BASTROP
FEDERAL GRANT PROCUREMENT POLICY

The City of Bastrop follows State of Texas and Federal 2CFR 200.318-200.327 and Appendix II to Part 200 procurement law and guidance in the purchasing and contract management of goods and services. Additional policy guidance below addresses federal purchasing requirements as required by 2 CFR 200 pertaining to the expenditure of federal grant funds.

A. Standards of Conduct

Public employment is a public trust. It is the policy of the City of Bastrop to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by the City of Bastrop. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public service.

Public employees must discharge their duties impartially to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the City of Bastrop procurement organization.

To achieve the purpose of this Article, it is essential that those doing business with the City of Bastrop also observe the ethical standards prescribed herein.

Code of Ethics

1. Personal Gain. It shall be a breach of ethics to attempt to realize personal gain through public employment with the City of Bastrop by any conduct inconsistent with the proper discharge of the employee's duties.
2. Influence. It shall be a breach of ethics to attempt to influence any public employee of the City of Bastrop to breach the standards of ethical conduct set forth in this code.
3. Conflicts of Interest. It shall be a breach of ethics for any employee of the City of Bastrop to participate directly or indirectly in procurement when the employee knows that:
    - **1)** the employee of any member of the employee's immediate family has a financial interest pertaining to the procurement.
    - **2)** a business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.
    - **3)** any other person, business or organization with which the employee or any members of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

4 Gratuities. It shall be a breach of ethics to offer, give or agree to give any employee or former employee of the City of Bastrop, or for any employee or former employee of the City of Bastrop to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, requesting for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore pending before this local government.

5 Kickbacks. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the City of Bastrop, or any person associated therewith, as an inducement for the award of a subcontract or order.

6 Contract Clause. The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation, therefore.

7 Confidential Information. It shall be a breach of ethics for any employee or former employee of the City of Bastrop knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

8 The non-federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and condition of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.214.

9 The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the contract price.

10 (1) The Non-Federal entity may use a time-and-material type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

11 The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

Competition

All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and §200.320.

In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

Five Methods for Procuring with Federal Funds

2 CFR § 200.320 provides for five methods that must be used when making purchases with Federal funds. In some cases, these Federal methods are more restrictive than State requirements; in other cases, the State requirements are more restrictive than these Federal methods. In all cases, the City of Bastrop affirms the more restrictive requirements or methods must be followed when making purchases with Federal funds.

The type of purchase method and procedures required depends on the cost (and type, in some cases) of the item(s) or services being purchased.

- Micro-purchases
- Small purchase procedures
- Sealed bids
- Competitive proposals
- Noncompetitive proposals (sole source)

Micro-Purchases (Purchases up to $3,000.00)

Federal methods provide for procurement by *micro-purchase. Micro-purchase* is defined in 2 CFR § 200.320(a) as a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed $3,000.00. The micro-purchase method is used in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost.

The City of Bastrop utilizes the micro-purchases method for acquiring supplies or services that do not exceed an aggregate amount of $3,000.00 if the price is reasonable. The program manager responsible for the Federal award determines if the price is reasonable.

Quotes are not required but encouraged. If quotes are obtained for items under $3,500.00, they should be kept in the department and attached to the requisition.

Small Purchase Procedures (Purchases between $3,000.01 and $149,999.99 in the Aggregate)

The Federal threshold for small purchase procedures is $150,000. 2 CFR § 200.320(b).

Small purchase procedures (as defined in 2 CFR § 200.320[b]) may be used in those relatively simple and informal procurement methods for securing non-personal contracted services, supplies, or other property that do not cost more than $149,999.99.

For purchases funded from ***local funds***, to obtain the most competitive price, the City of Bastrop, may, at its option, obtain price quotes for items costing less than $150,000. Unlike the mandatory competitive procurement described for purchases over $150,000, if an item to be paid from local funds costs less than $150,000, the City of Bastrop may utilize price quotations or competitive procurement process (purchasing cooperatives, sole source, an existing RFP/bid or a new RFP/bid) to stimulate competition and to attempt to receive the most favorable pricing.

However, if using ***State or Federal funds*** to purchase goods or services, *price or rate quotations **must** be obtained* from an adequate number of qualified sources for all purchases between $3,000.01 and $49,999.99 or use the competitive procurement process. The City of Bastrop must

obtain more than one price or rate quote unless using a purchasing cooperative, existing Bid/RFP or sole source vendor, in which case, the prices have already been awarded. If purchasing from a purchasing cooperative or existing Bid/RFP, the departments can elect to obtain only one quote to purchase the goods or services although it is recommended to obtain more than one quote. Such price or rate quotations may be obtained orally and/or documented in writing, and the City of Bastrop must demonstrate that price or rate quotations were obtained from an adequate number of qualified sources.

Purchases $150,000 or More in the Aggregate

According to Texas law, one of the following competitive methods must be used for purchases of $150,000 or more in the aggregate:

(1) competitive bidding for services other than construction services;
(2) competitive sealed proposals, for services other than construction services;
(3) a request for proposals, for services other than construction services;
(4) an interlocal contract;
(5) a method provided by Chapter 2269, Government Code, for construction services;
(6) the reverse auction procedure as defined by Section 2155.062(d), Government Code; or
(7) the formation of a political subdivision corporation under Section 304.001, Local Government Code.

In addition, one of the three following methods must be used, depending on the circumstance described below, when purchasing with Federal funds: sealed bids (formal advertising); competitive proposals; or noncompetitive proposals (sole source).
Sealed Bids (Formal Advertising)

Bids are publicly solicited and a *firm fixed-price contract* (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the following conditions apply:

- A complete, adequate, and realistic specification or purchase description is available;
- Two or more responsible bidders are willing and able to compete effectively for the business; and
- The procurement lends itself to a firm fixed-price contract and the selection of the successful bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements apply:

- Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids. The invitation for bids must be publicly advertised.
- The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond.
- All bids will be opened at the time and place prescribed in the invitation for bids. The bids must be opened publicly.
- A firm fixed-price contract award must be made in writing to the lowest responsive and responsible bidder.

Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of. Any or all bids may be rejected if there is a sound documented reason.

Competitive Proposals

A competitive proposal is normally used with more than one source submitting an offer, and either a *fixed price* or a *cost-reimbursement* type contract is awarded. (A *cost reimbursement contract* reimburses the contractor for actual costs incurred to carry out the contract.) Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- Requests for proposals must be publicized and must identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical.
- Proposals must be solicited from an adequate number of qualified sources.
- The City of Bastrop must have a written method for conducting technical evaluations of the proposals received and for selecting recipients.
- Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

When using Federal funds, the City of Bastrop may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used

as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

Noncompetitive Proposals (Sole Sourcing)

Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used when using Federal funds only when one or more of the following circumstances apply:

- The item is available only from a single source and an equivalent cannot be substituted. This must be documented.
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.
- After solicitation of a number of sources, competition is determined inadequate.

Additionally, *State* requirements related to sole source purchasing are, in some ways, more restrictive. In addition to the Federal requirements above, sole source purchases must meet established criteria:

- Identification and confirmation that competition in providing the item or product to be purchased is precluded by the existence of a patent, copyright, secret process or monopoly;
- A film, manuscript, or book;
- A utility service, including electricity, gas, or water; and
- A captive replacement part or component for equipment.

According to State requirements, sole source does not apply to mainframe data-processing equipment and peripheral attachments with a single item purchase price in excess of $15,000.

In this case, the City of Bastrop must document why only this product can meet their needs and that it is not available from any other vendor. In all cases, the City of Bastrop will obtain and retain documentation from the vendor which clearly delineates the reasons which qualify the purchase to be made on a sole source basis.

Contracting with Historically Underutilized Businesses (HUB), Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Firms

The City of Bastrop will take all necessary steps to affirmatively assure HUBs, small and minority businesses, women's business enterprises, and labor surplus firms are notified of bidding opportunities and utilized whenever possible. Affirmative steps will include the following:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- Require the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in parts (1)-(5) above.

Domestic preferences for procurements.

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Cost/Price Analysis for Federal Procurements in Excess of $150,000

In accordance with the requirements in 2 CFR § 200.324, the City of Bastrop will make independent estimates of the goods or services being procured before receiving bids or proposals to get an estimate of how much the goods and services are valued in the current market.

To accomplish this, before bids and proposals are received, the City of Bastrop conducts either a price analysis or a cost analysis, depending on the type of contract, in connection with every procurement with Federal funds in excess of $150,000. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the City of Bastrop will come to an independent estimate prior to receiving bids or proposals, 2 CFR § 200.324(a).

Accordingly, the City of Bastrop performs a cost or price analysis in connection with every Federal procurement action in excess of $150,000, including contract modifications, as follows:

Cost Analysis ➔ Non-competitive Contracts: A cost analysis involves a review of proposed costs by expense category, and the Federal cost principles apply, which includes an analysis of whether the costs are allowable, allocable, reasonable, and necessary to carry out the contracted services. In general,

- A cost analysis must be used for all non-competitive contracts, including sole source contracts.
- The Federal cost principles apply.

- All *non-competitive contracts* must also be awarded and paid on a *cost-reimbursement basis*, and not on a fixed-price basis.
- In a cost-reimbursement contract, the contractor is reimbursed for reasonable actual costs incurred to carry out the contract.
- Profit must be negotiated as a separate element of the price in all cases where there is no competition.

When performing a *cost* analysis, the City of Bastrop negotiates profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work, 2 CFR § 200.323(b).

Price Analysis ➔ Competitive Contracts: A *price* analysis determines if the lump sum price is fair and reasonable based on current market value for comparable products or services. In general,

- A price analysis can only be used with *competitive* contracts and is usually used with fixed-price contracts. It cannot be used with non-competitive contracts.
- Compliance with the Federal cost principles is not required for fixed-price contracts, but total costs must be reasonable in comparison to current market value for comparable products or services.
- A competitive contract may be awarded on a fixed-price basis or on a cost-reimbursement basis. If awarded on a cost-reimbursement basis, the Federal cost principles apply and costs are approved by expense category, and not a lump sum.

Costs or prices based on *estimated* costs for contracts are allowable only to the extent that costs incurred, or cost estimates included in negotiated prices would be allowable costs under the Federal cost principles.

Federal awarding agency or pass-through entity review.

The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the

specifications, with such review usually limited to the technical aspects of the proposed purchase.

The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The Non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis.

The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Contract Administration

The City of Bastrop maintains the following oversights to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders, 2 CFR § 200.318(b). The program manager/director of the Federal award is responsible for monitoring contractor performance. The manager/director will compare actual performance of contract against projected performance and have the contractor explain any differences. They may also compare fees paid to date to contractor versus how far along the contractor is in performing the contractual duties. The manager/director may establish surveys of those directly benefitted by the contractor's work for feedback purposes.

To ensure proper administration of contracts and any subgrants that may be awarded by the City of Bastrop, the City of Bastrop uses the following guidelines to determine whether each agreement it makes for the disbursement of Federal funds is a *contract,* whereby funds are awarded to a *contractor*, or a *subaward,* whereby funds are awarded to a *subrecipient*. The substance of the relationship is more important than the form of the written agreement, 2 CFR § 200.330.

Subawards/Subgrants

A *subaward/subgrant* is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient. The City of Bastrop determines who is eligible to receive what Federal assistance, and a *subrecipient/subgrantee*:

- Has its performance measured in relation to whether objectives of a Federal program are met
- Has responsibility for programmatic decision making
- Is responsible for adhering to applicable Federal program requirements, and
- In accordance with the subgrant agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the City of Bastrop.

Contracts

A *contract* is for the purpose of obtaining goods or services for the City of Bastrop 's own use and creates a procurement relationship with the contractor.

A *contractor*:

- Provides goods and services within normal business operations
- Provides similar goods or services to many different purchasers
- Normally operates in a competitive environment
- Provides goods or services that are ancillary to the operation of the Federal program, and
- Is not subject to compliance requirements of the Federal program as a result of the contract, though similar requirements may apply for other reasons

Documentation for Contracts

The City of Bastrop maintains the following written documentation, at a minimum, for each contract paid with Federal funds:

1. A copy of the written, signed contract/agreement for services to be performed
2. The rationale or procedure for selecting a particular contractor
3. Evidence the contract was made only to a contractor or consultant possessing the ability to perform successfully under the terms and conditions of the contract or procurement

4. Records on the services performed – date of service, purpose of service – ensuring that services are consistent and satisfactorily performed as described in the signed contract or purchase order
5. Documentation that the contractor was not paid before services were performed, and
6. Records of all payments made (such as a spreadsheet or report generated from the general ledger), including the total amount paid to the contractor

Payment Only After Services Are Performed

For both State and Federally funded contracts, it is not permissible under Texas law to pay a contractor or consultant in *advance* of performing services. Advance payment to contractors is considered "lending credit" to the contractor and is prohibited under the *Texas Constitution*, Article 3, §§ 50 and 52. For ongoing services that occur monthly, payment can be made at the end of every month (based on a proper invoice submitted by the contractor and verification of work performed) for services performed during the month, or some other similar arrangement.

Consultants and contractors will not be paid without having a properly signed and dated contract or other written agreement in place which clearly defines the scope of work to be performed, the beginning and ending dates of the contract, and the agreed-upon price. The contract should also include a description of the payment procedures.

Upon performance of services (at contract milestones or upon completion of services), the contractor is required to submit an *invoice* to the City of Bastrop that contains at a minimum the following:

- a clear identification of the contractor/consultant, including name and mailing address
- a corresponding contract (or written agreement) number, if applicable
- the dates (beginning and ending date) during which the services were performed (i.e., billing period)
- a description of the services/activities completed during the billing period
- the total amount due to the contractor for the billing period

By submitting a properly-prepared invoice, the contractor is certifying that it is true and correct.

Verification of Receipt of Goods and Services Provided by Contractors

If the purpose of the contract or purchase order is to deliver goods, the City of Bastrop will designate the appropriate staff to verify that the quantity and quality of goods were as specified

in the contract/purchase order. The receiving report and procedures used in all other State/local purchases will be used for all Federal purchases.

If the purpose of the contract is to purchase services, the contract manager along with the County Judge/City Mayor will verify that the quality and scope of services were received as specified in the contract.

Prompt Payment to Vendors/Contractors

The City of Bastrop pays all vendors/contractors within thirty (30) days of receipt of a proper invoice and the receipt of the goods or services in accordance with the *Texas Prompt Payment Act*. *Government Code, Chapter 2251, Subchapter A, for all contractors, and Property Code, Chapter 28 for Construction Contractors.*

Suspension and Debarment

The City of Bastrop will ensure, prior to award, that all contractors have met all the eligibility requirements outlined in state and Federal law. The following steps will be taken to ensure contractor eligibility for all services procured.

- Contractors: All contractors, including professional consulting and engineering firms, must be cleared via a search of the Federal System of Award Management ('SAM') to ensure the contractor is in good standing and has not been debarred. The SAM portal can be found here: https://sam.gov/SAM/pages/public/searchRecords/search.jsf.
- Subcontractors: Subrecipients must notify the selected prime contractors that it is the sole responsibility of the prime contractor to verify subcontractor eligibility based on factors such as past performance, proof of liability insurance, possession of a federal tax number, debarment, and state licensing requirements.

STAFF REPORT

MEETING DATE: December 14, 2021 **AGENDA ITEM**: 11G

TITLE:
Consider action to approve Resolution No. R-2021-116 of the City Council of the City of Bastrop, Texas to ratify a contract for liquid waste hauling and disposal to Wastewater Transport Service, not to exceed Seventy-Five Thousand, Nine Hundred ($75,900.00) as attached as Exhibit A; authorizing the City Manager to execute all necessary document; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:
Curtis Hancock, Director of Public Works

BACKGROUND/HISTORY:
Please see attached memo

FISCAL IMPACT:
Proposed funding in the amount of Seventy-Five Thousand, Nine Hundred ($75,900.00) is to be utilized from the Wastewater Budget.

RECOMMENDATION:
Curtis Hancock, Director of Public Works recommends approval of Resolution No. R-2021-116 of the City Council of the City of Bastrop, Texas to ratify a contract for liquid waste hauling and disposal to Wastewater Transport Service, Inc, in the amount of not to exceed Seventy-Five Thousand, Nine Hundred ($75,900.00) as attached as Exhibit A; authorizing the City Manager to execute all necessary document; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:
- Attached Memo

RESOLUTION NO. R-2021-116

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS TO RATIFY A CONTRACT FOR LIQUID WASTE HAULING AND DISPOSAL TO WASTEWATER TRANSPORT SERVICE, NOT TO EXCEED SEVENTY-FIVE THOUSAND, NINE HUNDRED ($75,900.00) AS ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENT; 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 water supply; and

WHEREAS, The City of Bastrop City Council to ratify the award of the contract to M&C Fonseca Construction Co., Inc.

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 ratify a contract for liquid waste hauling and disposal to Wastewater Transport Service, not to exceed Seventy-Five Thousand, Nine Hundred ($75,900.00).

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 resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 14th day of December, 2021.

APPROVED:

_____

Connie B. Schroeder, Mayor

ATTEST:

_____

Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____

Alan Bojorquez, City Attorney

PURCHASING SUMMARY DOCUMENT

City of Bastrop
(Purchases over $3,000 in total)

REASONS FOR PURCHASE/ADDITIONAL PURCHASE INFORMATION

LIQUID WASTE HAULING AND DISPOSAL

Purchase Recommendation:

Recommended Vendor: WASTEWATER TRANSPORT SVC

Goods or Services to be Purchased:

Description	QTY	Unit Cost	TOTAL COST
21,000 GAL (PER WEEK)	44.00	$1,725.00	$75,900.00
			$0.00
			$0.00
			$0.00
			$0.00
		TOTAL	$75,900.00

If the lowest Bid was not selected please give explanation here: *(CM Approval Required)*

Is this purchase with:

- ☐ COOPERATIVE CONTRACT COOP NAME: _____
  (if using Coop. contract you must attach proof from vendor that purchase was made through Coop)
- ☐ SOLE SOURCE – Attachments required (refer to Purchasing Policy for details)
  (CM approval required)
- ☑ EMERGENCY PURCHASE – Attach memo stating why the purchase is an emergency
  (CM approval required)
- ☐ CONTRACTED SERVICE *(Finance must have a copy of the contract on file)*
- ☐ PROFESSIONAL SERVICE (those allowable under Gov't Code CH 2254)
- ☐ QUOTES (required if none of the above apply)

	COMPANY NAME	HUB*	COST
1.			$
2.			$
3.			$

*Historically underutilized Business (HUB)-Two quotes must be from HUB's if available and if over $3,000

Budgeted in GL #202-35-46-5303 &/or #____-__-__-____

Requested by: _____ Date: _____

Approved by: Curtis Hunt Date: 11/23/21
(Dept. Director)

Approved by: Trevor Walker Date: 11/29/21
(CFO)

Approved by: _____ Date: 11/29/21
(City Manager)

Revised 3/22/2017

TO: Curtis Hancock, Director of Public Works

From: James B. Wilson, W/WW Superintendent

Date: November 23, 2021

Subject: WWTS Emergency Funding Request

BASTROPTX
Heart of the Lost Pines

==========

Recently, accelerated growth rates in and around Bastrop have become more evident as it has been directly impacting the City's existing Wastewater Treatment Facility operations. The increased solids loading rate caused by the accelerated growth have limited the City's ability to efficiently conduct solids processing and removal in the same manner as had been performed in the past. The result is an increase in Nitrogen Ammonia and Enterococci levels that pose potential health risks to the public and negative environmental impacts to the Colorado River Basin.

I have spoken with various engineering and treatment professionals regarding possible solutions, and we have all concluded that additional solids processing from the WWTF's digester is the most viable, temporary solution to the solids loading issue. Other options, such as additional digester capacity, would require a permit amendment from TCEQ. Amendments such as these have recently been taking approximately 1 year for approval.

I have contacted eight different liquid waste haulers that service this area, with only one committing to provide a quote for service. Wastewater Transport Services agrees to collect 21,000 gallons of waste from our digester per week, at a rate of $1,725.00 per week. Wastewater Transport Services will then haul the collected waste to their TCEQ permitted processing facility for disposal.

I am requesting an emergency procurement of funds outside of the City's norms and procedures to preserve public and environmental health, in an amount not to exceed $75,900.00 during FY22, which are to be utilized for liquid waste hauling and disposal by Wastewater Transport Services.

Bastrop WWTP Hauling
To: James Wilson
From: Tyler Otahal - Wastewater Transport Services

Cover page

Our Services

Cradle to Grave

Proposal

Pricing Agreement

Payment Options

Reject proposal

Bastrop WWTP Hauling

20192788

Our Services

Bastrop WWTP Hauling
To James W Ison
From: Tyler Otahal - Wastewater Transport Services

Cover page

Our Services

Cradle to Grave

Proposal

Pricing Agreement

Payment Options

Reject proposal

P
#2

- Aeration
- Solids Separation and Testing
- Liquid Testing and Discharge

Liquid is tested for metals, and other hazards to comply with EPA treatment standards as set forth in 40 CFR Part 403

It Is Then Discharged into the local POTW collection system or our own collection system depending on locale.

Solids Disposal

S
T
E
P
#3

Solids are tested for metals and other hazards to comply with our Compost Requirements.

After Composting the material is tested and then will be sold for road and other soil projects

If Material does not meet composting requirements it is disposed of at a permitted Landfill





Proposal

Name	Quantity	Price	Total
 Tanker 7000 gallon capacity	120	$575 / Load	$69,000

- Pricing is for scheduled work performed during regular business hours (M-F, 8:00 am- 5:00 pm)
- 24 hour notice
- Weekend, holiday and/or unscheduled service will be billed at an additional fee unless otherwise negotiated prior to service
- One hour onsite, $92.50 for each additional half hour
- Disposal at an approved TCEQ processing facility
- 4" Camlock to connect to

Total **$69,000**

*Price above is for scheduled work only. All pricing is a quote based on information provided by the customer, final calculations will be completed once the job is closed.

STAFF REPORT

MEETING DATE: December 14, 2021 **AGENDA ITEM**: 11H

TITLE:
Consider action to approve Resolution No. R-2021-124 of the City Council of the City of Bastrop, Texas amending a contract for Grant Administration and Environmental Services with Langford Community Management Services as it relates to the General Land Office Community Development Block Grant Mitigation Program contract number 22-085-059-D316, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
On June 9, 2020, City Council approved Resolution R-2020-47 approving Langford Community Management Services as the provider for grant administration services to complete the application to the GLO CDBG-MIT program and, if awarded, provide implementation services. Since that time, the city has received a grant award from this program and has final costs approved for funding. Federal regulations requires that City Council approve the amended agreement for administrative services to reflect the dollar amount approved through the grant funds. This resolution provides this amendment and the dollar amount that will be approved for Langford Community Management Services to provide these services.

FISCAL IMPACT:
Grant funded

RECOMMENDATION:
Tracy Waldron, CFO recommends approval of Resolution No. R-2021-XX of the City Council of the City of Bastrop, Texas amending a contract for Grant Administration and Environmental Services with Langford Community Management Services as it relates to the General Land Office Community Development Block Grant Mitigation Program contract number 22-085-059-D316, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:
- Resolution No. R-2021-124
- Exhibit A – Contract Amendment

RESOLUTION NO. R-2021-124

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AMENDING A CONTRACT FOR GRANT ADMINISTRATION AND ENVIRONMENTAL SERVICES WITH LANDFORD COMMUNITY MANAGEMENT SERVICES AS IT RELATES TO THE GENERAL LAND OFFICE COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM CONTRACT NUMBER 22-085-059-D316, ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on June 9, 2020 the City Council approved Langford Community Management Services as the provider for grant administrative services to complete the application and, if awarded, provide project implementation services; and

WHEREAS, the City of Bastrop has been awarded a contract with the General Land Office for CDBG-MIT funding; and

WHEREAS, Federal regulations requires that the City Council amend the agreement with Langford Community Management Services to include the exact dollar amount allowed under the grant for administrative services.

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 amendment with Langford Community Management Services, to provide grant administrative services for the GLO-CDBGMIT program in the amount of Three Hundred Forty-Two Thousand Six Hundred Fifty-Two Dollars and Eighty-Six ($342,652.86).

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 ADOPTED by the City Council of the City of Bastrop this 14th day of December, 2021.

APPROVED:

_____

Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

AMENDMENT NO. 1

City of Bastrop Grant Administration & Environmental Services Contract

As pre-procurement required the City of Bastrop to contractually enter into an agreement prior to the establishment of the project; the contract agreement was based on a percentage (%) figure.

Federal Regulations require that with funding; the Grant Administration & Environmental Services Contract must be amended to include a dollar figure. The contract amounts are as follows:

- Contract Amount for Non-Housing Project (Infrastructure): $342,652.86
  Contract # **22-085-059-D316**

_____

Connie Shroeder
City Mayor

_____

Judy Langford
Langford Community Management Services

Date: _____

STAFF REPORT

MEETING DATE: December 14, 2021 **AGENDA ITEM:** 11I

TITLE:
Consider action to approve Resolution No. R-2021-126 of the City Council of the City of Bastrop, Texas establishing a policy on the creation of Municipal Utility Districts within the City of Bastrop Extraterritorial Jurisdiction and City Limits attached as Exhibit A; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:
Trey Job, Assistant City Manager for Community Development

BACKGROUND/HISTORY:
The City of Bastrop addresses the creation of Municipal Utility Districts (M.U.D.) in Chapter 13 Section 13.05 of the City of Bastrop Code of Ordinances. Although the ordinance addresses the content required in the petition it does not answer some of the policy questions staff has about M.U.D. creation.

MUD's are also addressed in the interlocal agreement with Bastrop County regarding subdivision authority in certain areas of the county speaks to the City of Bastrop's authority to regulate Municipal Utility District. The agreement requires the city to review the subdivision plat for special districts, developments that have an approved development agreement, the statutory extra territorial jurisdiction (ETJ), and area A of the City's ETJ.

The City Council received a presentation from Assistant City Manager Job regarding MUD creation at the October 26, 2021 Regular City Council Meeting. The message was well received and there were no suggested changes to the policy. By approving this policy tonight staff will have the necessary direction needed to proceed with the creation of M.U.D.s in the future.

RECOMMENDATION:
Approve Resolution No. R-2021-126

ATTACHMENTS:
- Policy
- Resolution

RESOLUTION NO. R-2021-126

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A POLICY FOR THE GRANTING OF THE CITY'S CONSENT TO THE CREATION OF MUNICIPAL UTILITY DISTRICTS WITHIN THE CITY OF BASTROP'S CITY LIMITS AND EXTRATERRITORIAL JURISDICTION.

WHEREAS, the City of Bastrop City Council (City Council) seeks to provide clear and concise policy direction to City staff, property owners and developers regarding the creation of Municipal Utility Districts in the City Limits and / or the Extraterritorial Jurisdiction (ETJ); and

WHEREAS, the City Council prefers that the creation of Municipal Utility Districts be consistent and uniform in a manner that is compatible with the City's regulations, capital improvement plans, and comprehensive plans; and

WHEREAS, the City Council understands that infrastructure improvements such as water, wastewater, drainage, and transportation are fundamental to superior land development, and that Municipal Utility Districts can be an instrument to facilitate reasonable and responsible land development; and

WHEREAS, the City Council finds that the attached Policy & Procedures for Consenting to the Creation of Municipal Utility Districts is reasonable, prudent, and necessary for the preservation of the public health, safety, and welfare, and is in furtherance of quality infrastructure improvements that accompany responsible land development.

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. The attached Policy & Procedures for Consenting to the Creation of Municipal Utility Districts is hereby approved.

Section 3. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this, the 14th day of December, 2021.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

City of Bastrop, Texas
Policy & Procedures for
Municipal Utility Districts

A. PURPOSE

A Municipal Utility District ("MUD") is a type of special district that functions as an independent, limited government. The purpose of a MUD is to provide a developer an alternate way to finance infrastructure, such as water, sewer, drainage, and road facilities. Managed by a board elected by property owners within the MUD, a MUD may issue bonds to reimburse a developer for authorized improvements and the MUD will utilize property tax revenues and user fees received from water and sewer services operated by the MUD to repay the debt. As the MUD pays off its debt, more of its tax revenue can be directed to other services.

A MUD can be created by either (a) adoption of a district creation bill by the Texas Legislature or (b) by the Texas Commission on Environmental Quality ("TCEQ") following a petition and consent process described in the Texas Water Code. For property located in the City Limits and Extraterritorial Jurisdiction ("ETJ") to be included in a MUD, City consent is required prior to creation as part of the TCEQ process. There are limitations on what the City may require as condition for consent, particularly for MUDs that do not propose to connect to the City's water or sewer systems. If the City fails or refuses to grant consent within ninety (90) days after receipt of a petition, the state statute provides for a one hundred and twenty (120) day period for negotiation of a contract for City water and sewer service to the proposed development. If a contract for service is not executed, the applicant is authorized to initiate proceedings with TCEQ to create a MUD. The City reserves the right to annex any and all land in the ETJ and dissolve MUDs if necessary when such action is determined to be beneficial by the City Council.

Texas law requires that MUDs be annexed in their entirety. If the City annexes a MUD before its bonds are paid in full, it is standard that the City must assume the balance of the MUD debt and reimburse the developer for any unbonded facilities. If full purpose annexation is deferred until the MUD bonds are paid in full, this development would be excluded from the City's tax base for that period of time, reasonably decades.

The following outlines the Policy for creation of MUDs within Bastrop City Limits and ETJ. The City may support or oppose any MUDs regardless of how they are created, whether they meet this Policy or if the City finds the proposed project can be served by City utilities. Notwithstanding any provision herein to the contrary, consent to a MUD is within and will remain within the ultimate discretion of the City Council and no provision herein shall be construed to obligate the City Council to grant or deny its consent to any specific petition.

B. CONDITIONS FOR CITY CONSENT OF ETJ AND IN-CITY MUDS

To be considered by the City Council, the real estate development project supported by the proposed MUD must meet the following minimum requirements:

1. The developer must enter into a development fee agreement to reimburse the City of the costs of legal, engineering, administrative, and other consultant review of the petition to create a MUD.

2. The property shall not be in an area the City has made plans to annex or provide municipal services to within the next five (5) years.

3. A statement regarding potential options for Annexation of commercial areas, allowing the City to impose and collect sales and use tax generated within the MUD.

4. The Project must utilize City water and sewer if located within the applicable City Certificate of Convenience and Necessity ("CCN") area. If the proposed development is located within the City CCN but tying into existing infrastructure is deemed unreasonable by the City Engineer, the City Engineer may recommend to the City Council that the requirement to utilize City water and/or sewer not be required.

5. Upon annexation (if ever), all water, wastewater, drainage, and road infrastructure constructed by the MUD will become City owned and operated infrastructure unless the City Council grants an exemption. Therefore, infrastructure plans shall be prepared and reviewed by the City in compliance with the City's development regulations as it relates to land use, infrastructure design, permitting, and inspections. Applicants shall seek City development approval prior to the commencement of any construction within the MUD.

6. Construction or acquisition of any MUD facilities within or for the MUD consisting of infrastructure facilities shall not commence unless the design conforms to the City's standards and the plans and specifications have been approved by all government entities with jurisdiction, including the City. In cases where Bastrop County and City standards conflict, City standards shall apply unless provided for in the 1445 Agreement between the City and County.

7. The request to create a MUD shall provide examples of "unique factors justifying [MUD] creation or amendments" to guide determinations made in the Code of Ordinances; address provision of public services, and address public safety matters when the Consent Agreement and development within the MUD exceeds Code of Ordinances parkland requirements (not just meets Code of Ordinances standards or less than Code of Ordinances standards), and address parkland provisions in the Consent Agreement

8. The MUD shall not provide services for, or acquire property to provide services for, any property outside its boundaries without the consent of the City.

9. A MUD may not extend the boundaries of the MUD unless the City Council first adopts a resolution giving its consent to the extension. The conditions contained in the resolution

consenting to the creation of the MUD also apply to any boundary extension, unless the resolution approving the district's proposed boundary extension states otherwise.

10. The MUD shall not allow use of easements or stormwater drainage facilities owned or controlled by the MUD for any property or development outside its boundaries without the consent of the City.

11. A MUD created within the City Limits or ETJ should not be abolished until such time as it has retired all of its outstanding bonded indebtedness, so that the City taxpayers outside the MUD shall not have to pay off all or any part of the bonded indebtedness incurred by the MUD. The City does reserve the right to abolish any MUD as allowed by state law, regardless of whether it has any outstanding debt, if it is deemed to be in the best interest of the City.

When considering a request for a MUD, the City Council can consider the public benefit of the development by weighing the value of the benefits to the community, and to property in the MUD, against the costs to the City, including delayed annexation.

C. ADDITIONAL CONDITIONS FOR CITY CONSENT OF ETJ MUDS

1. The Applicant must demonstrate that a Public Improvement District (PID) and Tax Increment Reinvestment Zone (TIRZ), as alternative funding sources for the construction of public infrastructure will not be economically feasible for the subject property; and

2. The development proposal will contain provisions limiting eminent domain powers of the MUD and further provide provisions governing annexation of additional property into the MUD, which shall be subject to City Council consent, in its sole discretion.

D. ADDITIONAL CONDITIONS FOR CITY CONSENT OF IN-CITY MUDS

1. The Applicant must demonstrate that a Public Improvement District (PID) and Tax Increment Reinvestment Zone (TIRZ), as alternative funding sources for the construction of public infrastructure will not be economically feasible for the subject property; and

2. The development proposal will contain provisions limiting eminent domain powers of the in-City MUD and further provide provisions governing annexation of additional property into the in-City MUD, which shall be subject to City consent, in its sole discretion.

E. REQUIREMENTS OF PETITION

1. Attend a pre-application meeting to discuss intent to file a petition at least thirty (30) days before filing the petition with the City.

2. With the petition, submit a completed application and associated fee to reimburse costs incurred by the City for legal, engineering, administrative and financial advisory services and fees in connection with vetting the petition and negotiating any associated agreements for the MUD.

3. The petition to create the MUD must include the following:

    a. Description of the boundaries of the proposed district by metes and bounds or by lot and block number, if there is a recorded map or plat and survey of the area;

    b. Statement of the general nature of the work proposed to be done, the necessity for the work, and the cost of the project as then estimated by those filing the petition; and

    c. A name of the district that is generally descriptive of the locale of the district followed by the words Municipal Utility District, or if a district is located within one county, it may be designated "Bastrop County Municipal Utility District No. _____." (Insert the name of the county and proper consecutive number.) The proposed district shall not have the same name as any other district in the same county.

F. NOTICE OF PETITION AND PUBLIC HEARING

1. City staff and consultants will assess the adequacy of the petition and its compliance with this Policy and the Municipal Utility Districts Act and recommend to the City Council whether to proceed with a public hearing on the petition.

2. If the City Council approves setting a public hearing on the MUD petition, the applicant shall publish the newspaper notice and mail the notice to property owners. The applicant must provide affidavits or other proof of publication and mailing of notices to the City for the public hearing to be added to the agenda, at least two weeks prior to the desired City Council meeting date.

3. The City Council shall hold a public hearing prior to the creation of a MUD at a regularly scheduled City Council meeting on the petition before the expiration of the period established by state law. Upon the presentation of a petition for consent for the creation of a MUD within the City Limits or ETJ, the majority in value of landowners within the proposed MUD shall:

    a. Present evidence that the proposed MUD contains one hundred (100) or more acres and present evidence that the petition is filed on behalf of the majority in value of landowners within the proposed MUD;

    b. Present a preliminary report describing the MUD and proposed use of the land within the MUD showing that the proposed MUD and land use are feasible;

    c. Present an estimate of assessed valuation of the MUD showing the value of property as it exists on the date of the petition; a build-out schedule showing the projected value of the property when fifty percent (50%) of the projected vertical improvements for the MUD (exclusive of wastewater, water, sewer and drainage improvements) have been completed; and showing the projected value of the improvements upon completion of the development within the MUD;

d. Agree that the majority in value of landowners within the proposed MUD shall develop the property for the purposes substantially as described in the preliminary report, except as may otherwise be agreed by the proponent and the City, and that prior to commencement of any improvements, will comply with all provisions of the subdivision ordinances and zoning ordinances of the City; and

e. Acknowledge that the City reserves the right to impose other specific requirements relative to a given MUD, including, but not limited to park requirements, construction material for houses and other buildings, amenities, and minimum lot sizes, which shall be agreed to and set forth in the allocation agreement.

4. The hearing on the petition may be continued from time to time. After the final adjournment of the public hearing, the City Council has three months (90) days to adopt a resolution making the findings required in this Policy to approve the petition.

5. No resolution shall be adopted consenting to the creation of a MUD until the City Council finds that the proposed MUD:

   a. Meets the conditions for community benefits as outlined in Section B of this policy; and

   b. Will not adversely affect the existing City water, sewer and storm facilities or other City utilities or City functions; and

   c. Will not increase the City's taxes or utility rates or adversely impact the City's financing or bond rating; and

   d. All of the conditions imposed by this Policy have been agreed to by the majority in value of landowners within the proposed MUD.

6. No MUDs shall be established or expanded within the City Limits or the ETJ without written consent by resolution or ordinance, of the City Council in compliance with Section 54.016 and Section 54.0165 of the Municipal Utility Districts Act. The petition to the City shall be signed by a majority in value of the holders of title of the land within the proposed district as indicated by the county tax rolls.

G. FINANCIAL LIMITATIONS & PERFORMANCE STANDARDS

A MUD may issue bonds for any purpose authorized by the Municipal Utility Districts Act. An annual audit of the MUD is required to be done by an independent Certified Public Accountant. A copy is required to be provided to the City Manager’s Office and financial records shall be available for City inspection during normal business hours. Bonds shall only be issued by the MUD for the purposes and in the manner provided by TCEQ, if appropriate. A copy of the bond application, including engineering report shall be submitted to the City for review at the same time the MUD submits to TCEQ. For road bonds, a copy of the notice of sale and preliminary official statement shall be provided to the City.

The following provisions must be included in a MUD consent agreement.

1. Prior to the sale or offer to sell any bonds of the MUD, a consent resolution must be approved by the City Council, verifying the MUD is in compliance with the applicable Development and MUD agreements. Any costs incurred by the City in connection with review of the issuance of bonds shall be paid by the MUD per the City fee schedule.

   (a) If development occurs in phases, development must be sustainable by the proposed bonding capacity, bond phasing, and development approvals. Each phase of the development included in a bond issue must meet the applicable economic feasibility rules of the TCEQ which require that each phase proposed to be financed includes in the bond application the water, sewer, drainage and other facilities to serve the development and has the requisite governmental approvals.

2. To ensure compliance by a MUD with each applicable condition or restriction imposed in connection with the consent of the City to the creation of the MUD, the Council is entitled to approve the issuance or sale of a MUD bond before the MUD issues a bid invitation for the bond. If the MUD is not in compliance with each applicable condition:

   (a) the Council may not approve the issuance or sale of the bond; and

   (b) the MUD may not issue or sell the bond.

3. The City, to ensure the economic vitality of a MUD and to the extent authorized by the laws of this state, may limit the amount of bonds the MUD may issue.

4. In consenting to the creation of a MUD, the City may impose an additional condition or restriction on the terms, provisions, or sale of a bond or note of the MUD. A condition or restriction imposed under this subsection may not cause the bond or note to be unmarketable.

5. The authorizing order or resolution regarding the issuance of any series of bonds, which bonds shall be and remain obligations of the MUD until its dissolution, must be approved by the City Council. The City Council may refuse to give its approval to the issuance of bonds or limit the amount of bonds issued by the MUD if the MUD is not in compliance with the City's requirements contained in the consent resolution or ancillary documents. The City will request compliance with the following terms and reporting requirements:

   (a) The MUD's initial bond debt maturity date will not exceed twenty-five (25) years. Once the District has established a maturity date for its initial bonds, the maturity date for any additional bonds will not extend beyond the maturity date for the initial bonds, without the approval of the City Council.

   (b) The amount of each annual principal payment on bond debt should be substantially the same, or only moderately increased throughout the repayment term. In any case, at least forty percent (40%) of the principal must be repaid in the first half of the repayment schedule, unless a portion of the bonds are structured as capital appreciation bonds.

(c) Each bond issue shall not include more than two (2) years of capitalized interest.

(d) The net effective interest rate of a bond issued by a MUD may not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period preceding the date that notice of sale is given.

(e) Each bond issued by a MUD must include a call provision that permits the MUD to redeem the bond at par.

(f) A MUD must pledge the revenue and ad valorem taxes of the MUD to the payment of the principal of and interest on all bonds issued by the MUD.

(g) The City may limit a MUD to only issue bonds for the purposes of providing water, wastewater, and drainage improvements as provided in Texas Water Code, Section 54.016(e).

(h) The City may approve the issuance of MUD bonds for park or road improvements if the park or road improvements for which the bonds are issued are included in the City's master plans.

(i) A MUD may not spend the proceeds of a bond or incur any indebtedness for the purpose of providing service to territory outside the boundary of the MUD without the approval of the City Council.

(j) At least thirty (30) days before the issuance of bonds, except refunding bonds, the MUD's financial advisor shall certify in writing that bonds are being issued within the existing economic feasibility guidelines established by the TCEQ, whether or not the MUD has been approved by the TCEQ. The report should also state the following:

1.The amount of bonds being proposed for issuance,

2.The projects to be funded by such bonds,

3.The proposed debt service tax rate after issuance of the bonds.

(k) Within thirty (30) days after the MUD closes the sale of a series of bonds, the MUD shall deliver to the City Manager's Office a copy of the final official statement for such series of bonds as well as any additional information requested by the City and provide the City with a complete transcript of bond proceedings within sixty (60) days after the date the bonds are delivered.

(l) Terms of any refunding proposed by the District must be approved by the City Council.

6. The MUD shall send a copy of the order or other action setting an ad valorem tax rate to the City Secretary and the City Manager within thirty (30) days after MUD's adoption of the rate.

7. The MUD shall send a copy of its annual audit to the City Manager's Office no later than February 15th of each year. The MUD will meet accounting standards set by the Governmental Accounting Standards Board (GASB) and fulfill all arbitrage compliance reports to the satisfaction of the City Manager.

8. The MUD shall provide copies of any material event notices filed under applicable federal securities laws or regulations to the City Manager's Office within thirty (30) days after filing such notices with the applicable federal agency.

9. The City acknowledges that a MUD has authority to assess an unlimited tax for payment of debt service. However, prior to implementation of any increase in tax rate above its initial rate, the MUD shall make a formal presentation to City Council explaining the need for the increase, at which time residents of the MUD shall be given an opportunity to be heard. Notice of such presentation shall be sent to each owner of taxable property within the MUD as reflected on its most recent certified tax roll. This provision shall be in addition to any requirements of notice and hearing which may be contained in the Texas Water Code and in the Texas Tax Code which apply to the MUD.

H. UTILITY RATES IN A MUD

The consent of the City to the creation of a MUD shall be conditioned on an agreement between the City and the MUD. The agreement must provide that at the time the City annexes the territory of the MUD, water and wastewater rates established for property in the MUD shall be sufficient to fully compensate the City for assuming the indebtedness of the MUD after the MUD is dissolved.

A water or wastewater rate established shall be based on the water or wastewater rate established for other customers in the boundary of the City and shall include a component based on the monthly debt retirement payment assumed by the City. A water or wastewater rate may be recalculated as provided in the agreement.

The established rate must remain in effect until the bonded indebtedness of the MUD is fully retired and the City is fully compensated, regardless of whether a bond of the MUD is called. The written consent of the City to the creation of a MUD shall specify the estimated date by which at least ninety percent (90%) of the water, wastewater, drainage, and road improvements for which bonds of the MUD are issued must be installed or completed.

I. MUD BOARDS

All MUDs shall require that board meetings be recorded, and all recordings and minutes of the meeting be available on a website.

J. APPLICATION FOR DISSOLUTION OF MUDs

The City Council may dissolve a MUD at any time, with or without MUD approval in accordance with state law. However, a MUD may provide a written request that the City consider dissolution if certain guidelines, addressed below, are met. The request should be sent to the City Secretary with the proposed date of dissolution and supporting documentation showing that the MUD will meet the guidelines for dissolution by that date. If the City Council decides that dissolution will be beneficial to the City, the City will prepare a written implementation plan for the MUD's dissolution within six (6) months of the date the City Council considers the request. The City may, at its option, as a step toward dissolution, refinance the MUD's bond debt.

MUDs seeking dissolution should meet all of the following conditions:

1. Preferably, all MUD bond debt should be fully paid. At a minimum, the City's annual costs of paying the MUD's bond debt and reoccurring operation and maintenance expenses after dissolution will be no greater than the amount of revenues the City gains through the total ad valorem value of property within the MUD;

2. The MUD has fully reimbursed the developer for the developer's cost of installing MUD infrastructure in compliance with the MUD 's contract with the developer as permitted by Texas law and regulations.

3. The MUD is not delinquent in the payment of any other financial obligation that is due prior to the date of dissolution, other than the bond debt to be assumed by the City; and

4. The MUD did not finance and does not own or operate any utility or drainage facilities that the City did not specifically approve that would become part of the City's public infrastructure system upon the MUD 's dissolution.

STAFF REPORT

MEETING DATE: December 14, 2021 **AGENDA ITEM**: 11J

TITLE:
Consider action to approve Resolution No. R-2021-117 of the City Council of the City of Bastrop, Texas, approving a professional services contract with Carollo Engineers, Inc. to provide the services of construction management and inspection in the amount of three hundred nineteen thousand dollars ($319,000).; attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:
Fabiola de Carvalho, MIAM, Director of Engineering and Capital Project Management

BACKGROUND/HISTORY:
The City of Bastrop hired Carollo Engineers in July of 2021 to assist the City by providing construction management and inspection services to capital improvement projects.

Various capital improvement projects have started in FY21, and more will start in FY22. Timely and quality review of the project documents during design and construction will reduce long term costs. In addition, quality construction management and inspection will ensure projects are constructed according to plans and specifications.

Traditionally, the City's consulting design engineer serves as the Owner's representative in different capacities, to include construction management and inspection services.

By outsourcing this oversight role, the Engineering and Capital Project Management Department can be scalable, and has the ability to act quickly, when needed. The city will only pay for services when we need them. In addition, funding for this role will be covered by specific capital improvement projects, to include the Wastewater Treatment Plant #3 (in construction); Westside Collection System Phase I (in construction), Westside Collection System Phase II (in design); Transfer Lift Station and Force Main (in design), Agnes Street Extension (will start design soon); and Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Lines (in design).

In the past, an in-house construction manager provided oversight on those construction management and inspection activities.

The attached contract also provides a list of tasks for the Construction Manager/Inspector including assisting with civil engineering, plan review, project management, construction management and inspection.

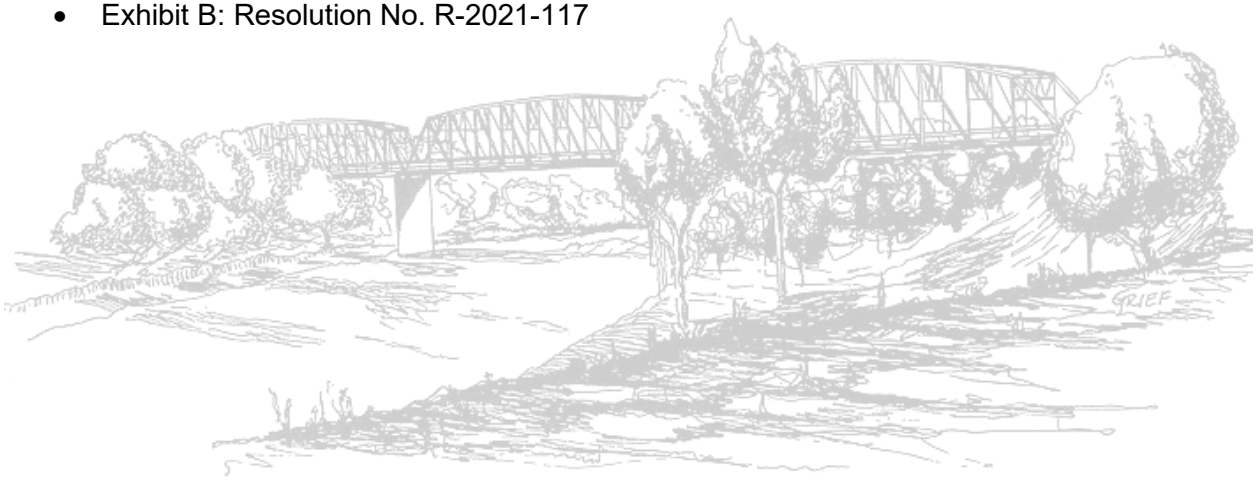
FISCAL IMPACT:
FY22 Annual Budget:

- Simsboro Aquifer Water Treatment Plant: funded by Certificate of Obligations, Series 2021

- Wastewater Treatment Plant #3: funded by Certificate of Obligations, Series 2021
- Westside Collection System Phase I/II: funded by Certificate of Obligations, Series 2021
- Transfer Lift Station and Force Main: funded by Certificate of Obligations, Series 2021
- Agnes Street Extension: funded by BEDC out of capital outlay
- Additional Services: funded by Engineering and Capital Project Management Department's budget for professional services

RECOMMENDATION:
Consider action to authorize the approval of the Resolution No. R-2021-117 of the City Council of the City of Bastrop, Texas, approving a professional services contract with Carollo Engineers, Inc. to provide the services of construction management and inspection in the amount of three hundred nineteen thousand dollars and zero cents ($319,000.00).; attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:
- Exhibit A: Professional Services Contract
- Exhibit B: Resolution No. R-2021-117



RESOLUTION NO. R-2021-117

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A PROFESSIONAL SERVICES CONTRACT WITH CAROLLO ENGINEER, INC TO PROVIDE THE SERVICES OF CONSTRUCTION MANAGEMENT AND INSPECTION IN THE AMOUNT OF THREE HUNDRED NINETEEN THOUSAND DOLLARS ($319,000).; ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the City of Bastrop understands the importance of focusing on providing timely and quality construction management and inspection services for capital improvement projects to ensure the approved plans and specifications are followed; and

WHEREAS, the City of Bastrop chooses to approve the attached professional services contract shown as Exhibit A; and

WHEREAS, the City of Bastrop City Council has unequivocally committed to fiscal sustainability, responsibly managing growth, and taking definitive action towards lasting solutions.

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

Section 1. That the City Manager is hereby authorized to execute the Professional Services Contract attached as Exhibit A, in the amount of three hundred nineteen thousand dollars ($319,000).

Section 2. 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 14th day of December 2021.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

CITY OF BASTROP
STANDARD CONTRACT FOR GENERAL SERVICES
Over $50K
(8-16-2021)

This General Services Contract ("Contract") is entered by and between the **City of Bastrop**, a Texas Home-Rule Municipal Corporation (the "City"), and **Carollo Engineers, Inc.,** acting by **Carollo** (the "Engineer/Contractor"), and together with the City jointly referred to as the "Parties," for the following work described on the Scope of Services, Exhibit A-2, attached and incorporated herein to this Contract (the "Work" or "Project).

I. General Information and Terms.

Engineer's/Contractor's Name and Address:	CAROLLO ENGINEER, INC. 8911 N. CAPITAL OF TX HWY BUILDING 2, STE 2200 AUSTIN, TEXAS 78759 Attn: RENE AGUILAR, P.E.
General Description of Services:	Construction Management and Inspection Services
Maximum Contract Amount:	$319,000.00
Effective Date: parties.	On the latest of the dates signed by both
Termination Date:	See II.D.

Contract Parts: This Contract consists of the following parts:

I. General Information and Terms
II. Standard Contractual Provisions
III. Additional Terms or Conditions
IV. Additional Contract Documents
V. Signatures

II. Standard Contractual Provisions.

A. Contractor's Services. The Contractor will provide to the City the professional engineering services ("Services") described in the Scope of Services, Exhibit A-2 attached and incorporated herein to this Contract under the terms and conditions of this Contract.

B. Billing and Payment. The Contractor will bill the City for the Services provided at intervals of at least 30 days of receipt of Contractor's invoices, except for the final billing. The City will

pay the Contractor within 30 days of receipt of Contractor's invoices for the Services provided for in this Contract with current revenues available to the City, but all of the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City shall have the right to withhold payment, or any part thereof, of any of invoice presented by Contractor until resolution providing reasonable verification of the correctness thereof of is reached. The City shall notify the Contractor, in writing, of the disputed amount within thirty (30) days. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

C. Executed Contract. The "Notice to Proceed" will not be given nor shall any Services commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to this Contract.

D. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

(a) On the termination date, if any, specified in the General Information in Part I, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or

(b) If there is no termination date specified in the General Information in Part I, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City Manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five (5) business days prior to the termination date, but the City will pay the Contractor for all Services rendered in compliance with this Contract up to the date of termination. The City may terminate the Contract anytime if the City does not have available funds pursuant to Texas Government Code Chapter 2251.

(3) If the City Council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution).

E. Delays. Contractor shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of Contractor, an extension of time shall be the Contractor's sole remedy.

F. Independent Contractor. It is understood and agreed by the Parties that the Contractor is an independent contractor retained for the Services described in the Scope of Services, Exhibit A-2,

attached and incorporated herein. The City will not control the manner or the means of the Contractor's performance but shall be entitled to work product as detailed in the Exhibit A-2. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture. Services performed by the Contractor under this Contract are solely for the benefit of the City. Nothing contained in this Contract creates any duties on the part of the Contractor toward any person not a party to this Contract. No person or entity not a signatory to this Contract shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

G. Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

H. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

I. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Bastrop County, Texas.

J. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

K. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

L. Attorney's Fees. Should either party to this Contract bring suit against the other party for any matter relating to this Contract, the prevailing Party shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

M. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW,THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY, INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND COST IN PROPORTION

OF CONTRACTOR'S LIABILITY, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT ACT, ERROR, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, OR ANYONE WHOM THE CONTRACTOR IS LEGALLY LIABLE FOR UNDER THIS CONTRACT.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES WHETHER UNDER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, ENHANCED, TREBLE (OR STATUTORY EQUIVALENT), OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF PROSPECTIVE REVENUE, ARISING OUT OF THIS AGREEMENT OR ANY WORK OR SERVICES PERFORMED OR TO BE PERFORMED HEREUNDER.

N. RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON, AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, OR ALLEGED TO BE CAUSED BY, THE NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT OF CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS..

O. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

P. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.

Q. Documents and Data, Licensing of Intellectual Property, and Copyright. All Work progress and final documents and data produced by Contractor during the term of the Contract shall be and remain the property of the City. For purposes of this Contract, the term "Documents and Data" include any original work (the Work), reports, analyses, plans, drawings, designs, renderings, specifications, notes, summaries, charts, schedules, spreadsheets, calculations, lists, data compilations, documents, or any other material developed and assembled by or on behalf of the City in the performance of this Contract. It also includes any medium in which the Documents and Data are kept, including digitally, magnetically, or electronically. This Contract creates at no cost to the City, a perpetual license for the City to use any picture, video, music, brochure, writing, trademark, logo, or other work created by the Contractor for the use of the City, as a "work made for hire" as defined by federal copyright law. The City, as the author and owner of the copyright

to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

R. Standard of Care for Architects and Engineers. Services must be performed with the professional skill and care ordinarily provided by competent licensed engineers or registered architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

S. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed $50,000, are subject to the requirements of Section 2252.908, Tex Gov't Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission), attached and incorporated herein as Exhibit A-1,that includes:

(a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and

(b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

T. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract.

U. Prohibition on Contracts with Companies Boycotting Israel. Certain contracts for goods and services are subject to the requirements of Section 2270.002, Tex Gov't Code (H.B. 89, as amended by H.B. 793). Specifically, contracts for good and services that:

(1) are between the City and a company with ten (10) or more full-time employees; and

(2) have a value of $100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

III. Additional Terms or Conditions.

Insurance

At all times this Agreement is in effect, Contractor shall maintain insurance of the types and amounts as those required in Exhibit B-1. All of Contractor's insurance policies in any way relating to the Work, whether or not required by this Agreement and regardless of the enforceability or validity of any of the indemnities or other assumptions of liability by Contractor, shall, to the full coverage limits of all such policies without any limitations based on the minimum requirements set forth above: (a) other than the worker's compensation insurance, name City Group as additional insureds on a broad form basis with such additional insured coverage including coverage for the sole or concurrent negligence of the additional insured and not being restricted to (i) "ongoing operations," (ii) coverage for vicarious liability, or (iii) circumstances in which the named insured is partially negligent; (b) provide for waiver of all rights of subrogation against City and the other members of City Group; and (c) be primary and noncontributory as to all other policies (including any deductibles or self-insured retentions) and self-insurance that may provide coverage to any member of City Group, and shall be fully applied and exhausted before application of any applicable indemnity obligations of City or of any applicable insurance coverage provided by City or any other member of City Group.

A. Audit

Contractor shall, and shall ensure that its affiliates, subsidiaries, contractors, subcontractors, consultants, agents, and any other person associated with Contractor including those in Contractor Group, keep full and accurate books and records with respect to all Work performed, and all payments and expenditures in connection with this Agreement. The records to be maintained and retained by Contractor Group shall include, without limitation, (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the Project, as well as canceled payroll checks or signed receipts for payroll payments in cash; (b) invoices for purchases, receiving and issuing documents, and all other unit inventory records for Contractor's stores, stock, or capital items; (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other Third Parties' charges, including, but not limited to, Equipment rental; (d) travel and entertainment documentation, including, but not limited to, employee expense

reports and Contractor facility usage reports; and (e) all field tickets or similar documentation evidencing the Work. The City shall have the right at all reasonable times, for a period of five (5) years from the completion of the Work, to audit and inspect such books and records (excluding trade secrets, formulas, confidential data, proprietary information, or processes).

B. Reports of Incidents

Within twenty-four (24) hours upon occurrence, Contractor shall provide in writing to the City notice and details of any accidents or occurrences resulting in injuries to persons, property, or pollution arising in any way arising out of or related to the Work whether done by Contractor or any subcontractor of Contractor or any other member of Contractor Group performing Work pursuant to this Contract. Contractor shall in writing within twenty-four (24) hours of any claim, demand, or suit that may be presented to or served upon it arising out of or as a result of Work.

IV. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

- EXHIBIT A-1: Certificate of Interested Parties (1295 Form)
- EXHIBIT A-2 Scope of Work
- EXHIBIT A-3 House Bill 89 Verification
- EXHIBIT B-1 Requirements for General Services Contract

V. Signatures.

CAROLLO ENGINEERS, INC.	**CITY OF BASTROP**
By: Rene Aguil	By:
Printed Name: Rene Aguilar, P.E.	Printed Name:
Title: Associate Vice President	Title:
Date: November 15, 2021	Date:
By: Hani E. Michel	
Printed Name: Hani Michel, P.E.	
Title: Vice President	
Date: November 15, 2021	

EXHIBIT A-1

Certificate of Interested Persons with Certification of Filing
(Form 1295)

(*See Attached*)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2021-818551

Date Filed:
10/29/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Carollo Engineers, Inc.
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Bastrop

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
000
Construction inspection and management services for various projects.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Sobeck, David	Phoenix, AZ United States	X	
Hart, Vincent	Broomfield, CO United States	X	
Wachter, Russell	Phoenix, AZ United States	X	
Wason, Ash	Costa Mesa, CA United States	X	
Hagstrom, James	Walnut Creek, CA United States	X	
Barnes, Michael	Walnut Creek, CA United States	X	
Narayanan, Balakrishnan	Walnut Creek, CA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is RENE AGUILAR, and my date of birth is 28-Dec-21.

My address is 1812 NELSON RANCH LOOP (street), CEDAR PARK (city), TX (state), 78613 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in WILLIAMSON County, State of TEXAS, on the 29 day of OCT (month), 2021 (year).

Rene Aguilar
Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT A-2

Scope of Services **dated October 4, 2021**

(*See Attached*)

EXHIBIT A-2

Consulting Services Agreement
Between City of Bastrop (City) and
Carollo Engineers (Consultant)

CONSTRUCTION INSPECTION AND MANAGEMENT
SCOPE OF WORK

1) GENERAL

The purpose of this proposal is to procure Construction Management (CM) and Inspection support services, as an extension of existing City staff, on the following capital improvement projects for CM and Inspection Support:

- Project 1: Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Facilities Project.
- Project 2: Wastewater Treatment Plant No. 3 Project.
- Project 3: Westside Collection System Improvements Phase I/II Projects.
- Project 4: Transfer Lift Station and Force Main Project.
- Project 5: Agnes Street Extension Project
- Allowance: Additional Services

Projects will generally consist of the design and construction of, and improvements to, treated water transmission mains, wastewater collection lines, treated water storage reservoirs, drainage improvements, street improvements, pump stations, lift stations, water wells and water/wastewater treatment facilities.

CM and Construction Inspection Support provided will include augmentation of City staff under the direction of the Director of Engineering and Capital Project Management. Services typically include, but are not limited to, project engineering support, negotiation of change orders, review pay applications, periodic inspections services, review or engineering design and/or construction plans and contracts, administration of the contract terms and conditions, and additional specialty inspection services and quality assurance reviews as authorized.

2) SCOPE OF WORK

The scope of work will be divided into the following tasks:

- CM and Construction Inspection Services
- Additional Services, as defined in subsection 2(b) below.

a) CM and Construction Inspection Services

The purpose of this scope of work is to provide CM and Inspection services for various projects as identified by the Director of Engineering and Capital Project Management. The actual projects and duration of each may vary. CM and Inspection services may consist of, but not limited to, project engineering support, negotiation of change orders, shop drawing and submittal review, construction progress meetings, coordinating and attending shutdowns, periodic inspection, witness testing, startup support and troubleshooting, administration of the contract terms and conditions, and inspections services.

i) Assumptions:

- City will furnish Carollo Engineers with available office space and office support equipment as necessary.
- Contractual responsibilities for Inspection may vary and may be done by Carollo or by others, depending on the project.
- Contractual responsibilities for testing services by others.

ii) Deliverables:

- Appropriate document review and processing as defined by the Director of Engineering and Capital Project Management for each project.
- Review inspection and materials testing reports as appropriate for each project.
- Provide Daily Construction Observation for each project.

b) Additional Services

The purpose of this scope of work is to provide additional construction management and inspection services and quality assurance reviews that may be related to the project(s) as defined by the Director of Engineering and Capital Project Management, which are not fully known or defined at this time, or related to other projects, not identified at this time. Use of this Allowance will require written direction and authorization from the City prior to proceeding with any of the additional services or other services not included under CM and Inspection Services. The City may at its sole discretion decline to authorize any services described in this task, and the City shall have no obligation to pay for services not so authorized.

3) CONTRACT SCHEDULE AND TIME OF COMPLETION

This contract will commence immediately upon execution and will continue until the not to exceed value has been reached with the City having the option of extending the contract at any time, or until written notification is given by the City that the contract is complete.

4) KEY PROJECT STAFF

Carollo Engineers designates the following as key project staff. No changes will be made in these positions without written concurrence of the City.

- Hani Michel, P.E. – Project Principal
- Rene Aguilar, P.E. – Construction Manager/Inspector
- Travis Rhoads, P.E. – Resident Engineer/Inspector

5) COMPENSATION

The total amount payable by the City for Consultant's services pursuant to the Agreement shall not exceed a total of **$319,000.00** for the following Tasks:

- Project 1: Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Facilities Project: **$115,600.00**
- Project 2: Wastewater Treatment Plant No. 3 Project: **$86,700.00**
- Project 3: Westside Collection System Phase I/II Projects: **$28,900.00**

- Project 4: Transfer Lift Station and Force Main Project: **$28,900.00**
- Project 5: Agnes Street Extension Project: **$28,900.00**
- Allowance: Additional Services: **$30,000.00**

The respective amount set forth above represents the maximum amounts that the City will pay for the services described in Exhibit A-2 - Scope of Work, both for the Total Not-to-Exceed Cost and for each Task, subject only to the City's right to move budgeted amounts within or among the Tasks by so directing in writing. All Tasks shall be billed per Table B Consultant's Fee Schedule below. This fee schedule is subject to annual revisions due to labor adjustments.

TABLE B: CONSULTANT'S FEE SCHEDULE

Position	**FY 2021-2022 Hourly Rate**
Engineers/Scientist:	
Project Principal	$287
Construction Manager	$248
Project Manager	$248
QA/QC Design Review	$295
Senior Engineer - I	$251
Resident Engineer	$220
Resident Project Representative	$180
Technicians:	
Senior CADD Technician	$205
CADD Technician	$152
Support Staff:	
Administrative Support	$98
Other Direct Expenses:	
Subconsultant (If needed)	cost + 5%
Other Direct Cost	cost + 5%

The respective amounts set forth above or the Total Not-to-Exceed Cost and for each Task are based upon the project schedules and durations set forth by the City and assumes that the City will furnish available office space and appropriate support equipment, such as a computer, copier, office phone, internet access, file cabinets, etc., for employees of Consultant as necessary.

6) NOTIFICATION AND SECURITY REQUIREMENTS

a) Minimum Safety Requirements

In addition, Consultant is required to comply with the minimum safety requirements: To ensure the public's safety, as well as the safety of the consultant's employees, City's employees and all other persons at or on the site(s) of work, Consultant shall take all measures required to comply with all applicable Federal, State, County, and Local laws, ordinances, codes and regulations.

Consultant shall not be responsible for construction means, methods or techniques, or for safety measures, precautions, or other programs at the project site(s).

EXHIBIT A-3

House Bill 89 Verification

(*See Attached*)

House Bill 89 Verification Form

I, RENE AGUILAR (printed person's name), the undersigned representative of (Company or Business name) CAROLLO ENGINEERS, INC. (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

29 OCT 2021 — Rene Aguilar

DATE — SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE 29 **day of** October**, 20**21**, personally appeared** Rene Aguilar**, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.**

NOTARY SEAL — Carolyn Cavaness

CAROLYN CAVANESS
Notary ID #4230068
My Commission Expires
September 21, 2023

NotaryCam DocID:617c85bff4c9a231a0b5eb4e

EXHIBIT B-1
REQUIREMENTS FOR GENERAL SERVICES CONTRACT

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City, including any delay periods. If the Project is not finalized and the insurance expires, Contractor is obligated to extend the insurance coverage. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Bastrop accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

A. The City of Bastrop shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement**

B. A waiver of subrogation in favor of The City of Bastrop shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**

C. All insurance policies shall be endorsed to the effect that The City of Bastrop will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.

D. All insurance policies, which name The City of Bastrop as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

E. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**

F. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Bastrop of any material change in the insurance coverage.

G. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.

H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

I. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Bastrop.

J. Insurance must be purchased from insurers having a minimum AmBest rating of B+.

K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2016/03) Coverage must be written on an occurrence form.

L. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.

M. Upon request, Contractor shall furnish The City of Bastrop with certified copies of all insurance policies.

N. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Bastrop within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Bastrop, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Bastrop. The certificate of insurance and endorsements shall be sent to:

City of Bastrop
Engineering and Capital Project Management Department
P. O. Box 427
1311 Chestnut Street
Bastrop, TX 78602

INSURANCE REQUIREMENTS

Items marked "X" are required to be provided if award is made to your firm.
Coverages Required & Limits (Figures Denote Minimums)

_X_ Workers' Compensation Statutory limits, State of TX.
_X_ Employers' Liability $500,000 per employee per disease / $500,000 per employee per accident / $500,000 by disease aggregate

_X__ Commercial General Liability:

	__ Very High/High Risk	**_X_ Medium Risk**	**___ Low Risk**
Each Occurrence	$1,000,000	$500,000	$300,000
Fire Damage	$300,000	$100,000	$100,000
Personal & ADV Injury	$1,000,000	$1,000,000	$600,000
General Aggregate	$2,000,000	$1,000,000	$600,000
Products/Compl Op	$2,000,000	$500,000	$300,000
XCU	$2,000,000	$500,000	$300,000

_X__ Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)

__Very High/ High Risk	**_X_ Medium Risk**	**___ Low Risk**
Combined Single Limits	Combined Single Limits	Combined Single Limits
$1,000,000 Bodily	$500,000 Bodily	$300,000 Bodily

___ Garage Liability for BI & PD
$1,000,000 each accident for Auto, $1,000,000 each accident Non-Auto
$2,000,000 General Aggregate

___Garage Keepers Coverage (for Auto Body & Repair Shops)
$500,000 any one unit/any loss and $200,000 for contents

___ Umbrella each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies at minimum limits as follows:
Contract value less than $1,000,000: **not required**
Contract value between $1,000,000 and $5,000,000: **$4,000,000 is required**
Contract value between $5,000,000 and $10,000,000: **$9,000,000 is required**
Contract value between $10,000,000 and $15,000,000: **$15,000,000 is required**
Contract value above $15,000,000: **$20,000,000 is required**
Excess coverage over $10,000,000 can be provided on "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.

X_ Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.
Minimum limits of $1,000,000 per claim/aggregate. This coverage must be maintained for at least two (2) years after the project is completed.

___ Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Sugar Land) Limit is 100% of insurable value, replacement cost basis

___ Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Sugar Land)
$1,000,000 each occurrence
$2,000,000 aggregate

___ Other Insurance Required: _____

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing & Risk Management if you need assistance or need additional information.

STAFF REPORT

MEETING DATE: December 14, 2021 **AGENDA ITEM:** 12A

TITLE:
Consider action to approve Resolution No. R-2021-127 of the City of Bastrop, Texas extending the extraterritorial jurisdiction as requested by the property owner to include approximately 11 acres of State Highway 304 right-of-way and encompassing a 289.5 acre tract owned by the applicant attached as Exhibit A into the City of Bastrop's extraterritorial jurisdiction, more specifically Area A, as described in the Interlocal Agreement for Subdivision Plat Regulation in Bastrop County and the City of Bastrop's extraterritorial jurisdiction; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:
Trey Job, Assistant City Manager for Community Development

BACKGROUND/HISTORY:
The City of Bastrop received a request from W Land Development (applicant) and the owner to add a 289.5-acre tract (McFarland, Bastrop CAD Property ID# 26974) with the interest developing a mixed-use development south of the new wastewater treatment plant on SH 304. The Applicant has provided a professional services agreement that will cover the professional service expenses related to the future development of the tract.

This will be the first step in the process for the proposed development. It will be followed by a development agreement, that will determine the standards by which the land is developed, it will include a municipal service agreement, and an annexation request for Council to consider in the future. The request to be added is necessary to enter onto a development agreement with the City of Bastrop. This particular tract of land's southeastern property line is approximately .77 miles south of the City of Bastrop's one-mile ETJ. If approved, the City of Bastrop will need to provide Bastrop County with an updated ETJ map per the requirement of the Interlocal Agreement for Subdivision Plat Regulation (the 1445 agreement).

RECOMMENDATION:
Approve Resolution No. R-2021-127

ATTACHMENTS:
- Resolution R-2021-127
- Request letters
- Professional services agreement
- ETJ map
- Map depicting the ETJ expansion south along SH 304 and encompassing the 289.5-acre tract.

RESOLUTION NO. R-2021-127

A RESOLUTION OF THE CITY OF BASTROP, TEXAS EXTENDING THE EXTRATERRITORIAL JURISDICTION AS REQUESTED BY THE PROPERTY OWNER TO INCLUDE APPROXIMATELY 11 ACRES OF STATE HIGHWAY 304 RIGHT-OF-WAY AND ENCOMPASSING A 289.5 ACRE TRACT OWNED BY THE APPLICANT ATTACHED AS EXHIBIT A INTO THE CITY OF BASTROP'S EXTRATERRITORIAL JURISDICTION, MORE SPECIFICALLY AREA A, AS DESCRIBED IN THE INTERLOCAL AGREEMENT FOR SUBDIVISION PLAT REGULATION IN BASTROP COUNTY AND THE CITY OF BASTROP'S EXTRATERRITORIAL JURISDICTION; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop City Council understands the importance of managing growth; and

WHEREAS, the City of Bastrop City Council has approval authority regarding subdivision of land in the extraterritorial jurisdiction; and

WHEREAS, the City of Bastrop understands the importance of focusing on infrastructure improvements in the area of water, waste water and drainage and transportation, are fundamental to superior development; and

WHEREAS, The City of Bastrop finds superior development can be achieved by extending the extraterritorial jurisdiction to include the property shown in exhibit A.

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 Local Government Code the following extension of the City of Bastrop's Extraterritorial Jurisdiction shall begin at the 400 Block of State Highway 304 travelling south .79 miles and encompassing a 289.5 Acre tract also known as 108 Lower Red Rock Rd. Property ID # 26974 as attached as Exhibit A.

Section 3. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 14th day of December, 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

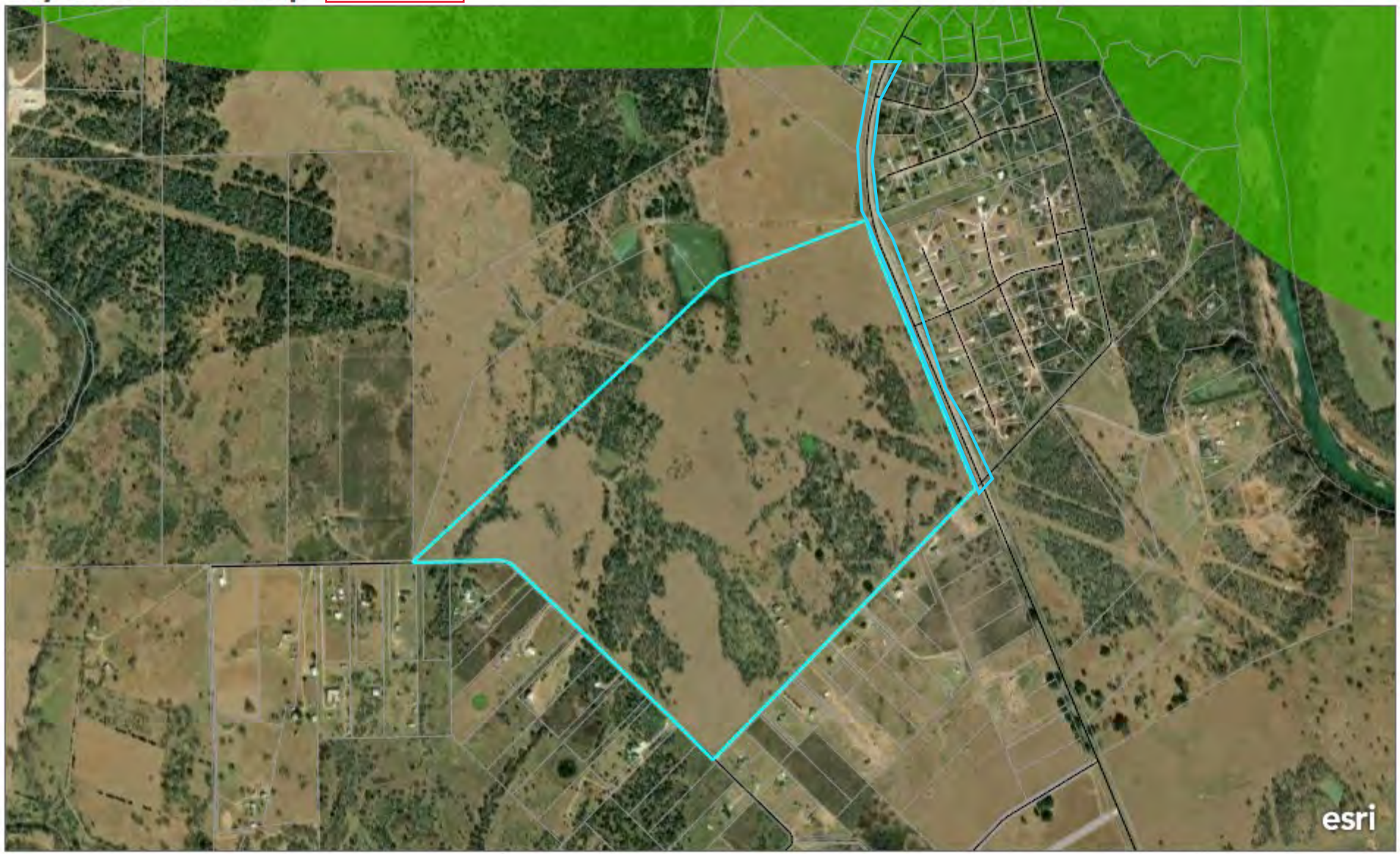
Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

City Limit and ETJ Map

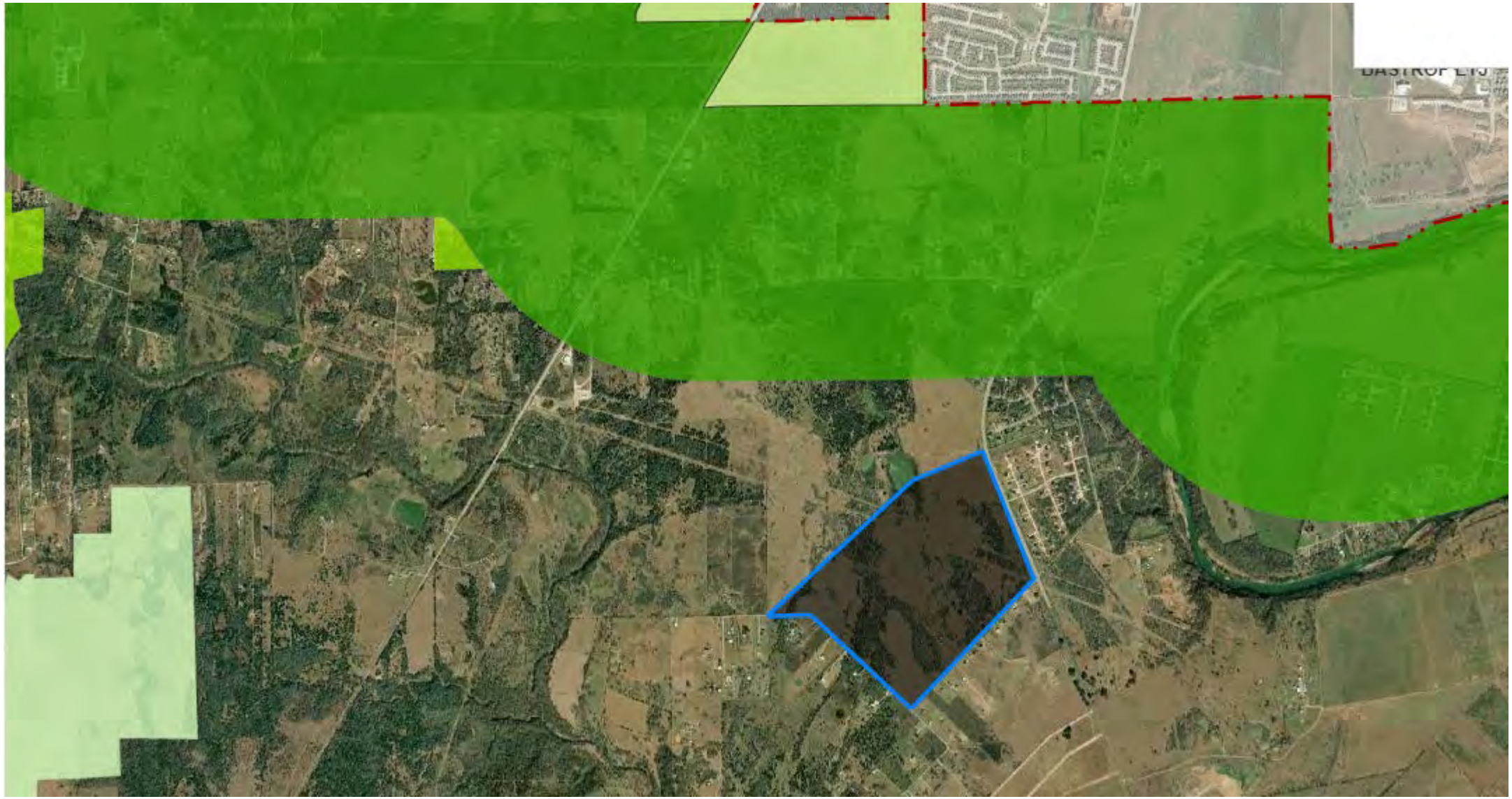
Exhibit A

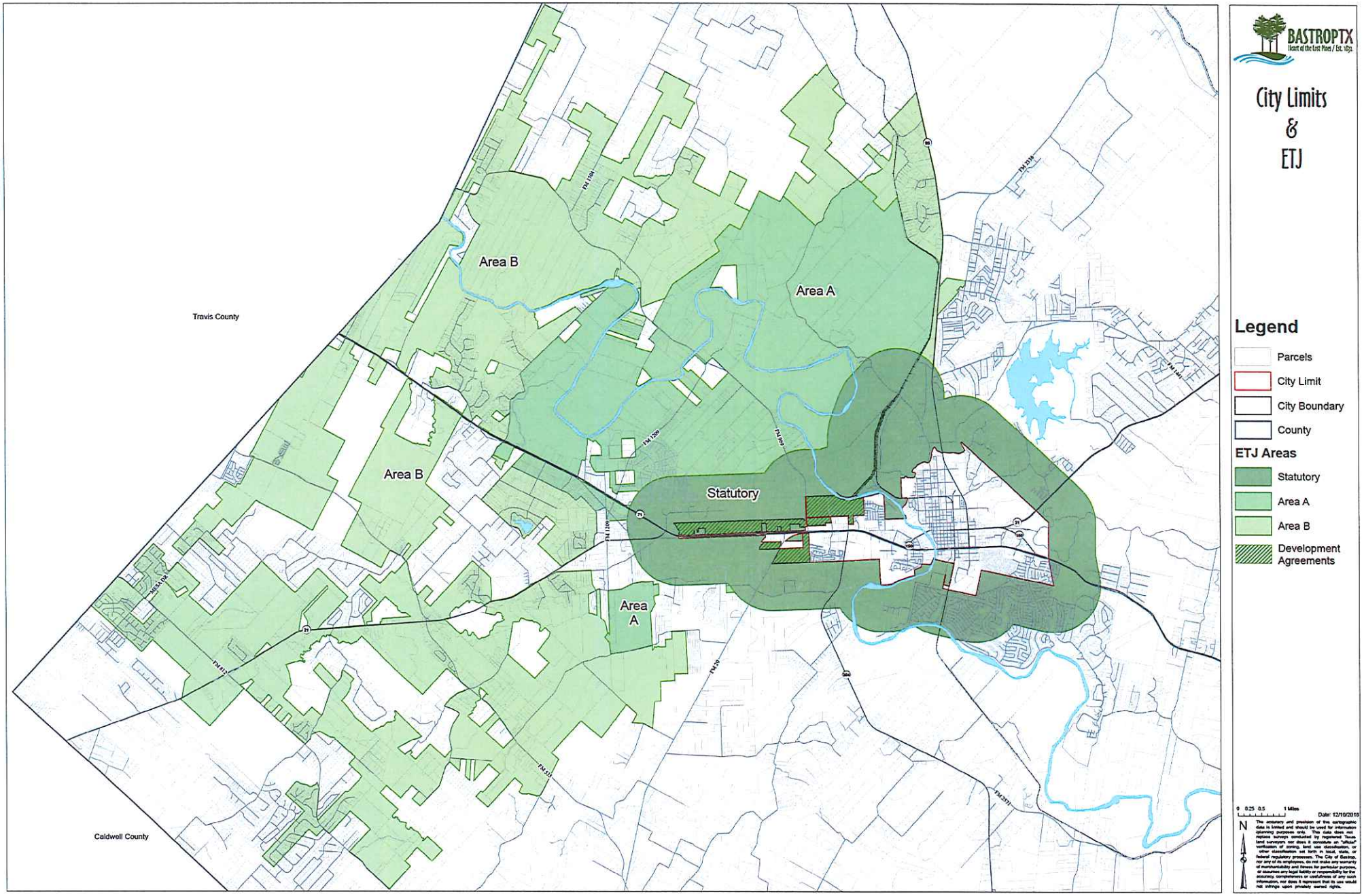


View the City of Bastrop City Limits, Extra-Territorial Jurisdiction (ETJ), and areas under development agreements.

0.3mi

Maxar | Acknowledgment of the City of Austin GIS Division would be appreciated in products derived from these data | Created by Jim Beckendorf




Area B
Area A
Travis County
Area B
Statutory
Area A
Caldwell County
BASTROPTX
Heart of the Lost Pines / Est. 1837
City Limits
&
ETJ
Legend
Parcels
City Limit
City Boundary
County
ETJ Areas
Statutory
Area A
Area B
Development Agreements
0 0.25 0.5 1 Miles
Date: 12/10/2018
N
The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.

September 28, 2021
4801 Copeland Hill Rd PO Box 313
Smithville, Texas 78957

Mr. Trey Job, CPM
Assistant City Manager of Community Development
City of Bastrop, TX
1131 Chestnut St.
Bastrop, TX 78602 *(via email)*

RE: 289.5 acre tract (McFarland, Bastrop CAD Property ID# 26974)

Dear Trey,

As the landowner of the above referenced tract, which is under contract with W Land Development, I would like to request that this property be taken into the ETJ of the City of Bastrop. Specifically, into Area A, as defined in the SB 1445 agreement. In the future they will be submitting a Development Agreement which will address annexation and utility agreements.

As you are aware, this parcel is partially in the sewer CCN for the City of Bastrop. This will require them to connect to the new treatment plant just north of the tract on FM 304. Their desire is to deal exclusively with the City for all utilities. For this reason, it just makes sense that they be in Area A with an eye to eventual annexation.

Per a conversation I had with Jeff Etheredge, his understanding from Allison Land is that the property must be "released" by the County. Please let us know if there is anything we can do to expedite this process in anyway, including meeting with county staff or elected officials.

Regards,

Dr. David McFarland

cc: Jennifer Bills, jbills@cityofbastrop.org

Allison Land, aland@cityofbastrop.org

Vivianna Nicole Andres, vandres@cityofbastrop.org

W Land Development

9600 N. Mopac Expy., Suite 250
Austin, TX 78759
512.961.6928

Mr. Trey Job, CPM

Assistant City Manager of Community Development

City of Bastrop, TX

1131 Chestnut St.

Bastrop, TX 78602 *(via email)* 20 September 2021

Dear Trey,

On behalf of W Land Development, and the 289.5 acre tract we currently have under contract (McFarland, Bastrop CAD Property ID# 26974) I would like to request that this property be taken into the ETJ of the City of Bastrop. Specifically, into Area A, as defined in the SB 1445 agreement. In the future we will be submitting a Development Agreement which will address annexation and utility agreements.

As you are aware, this parcel is partially in the sewer CCN for the City of Bastrop. This will require us to connect to the new treatment plan just north of us on FM 304. Our desire is to deal exclusively with the City for all utilities. For this reason, it just makes sense that we be in Area A with an eye to eventual annexation.

My understanding from Allison Land is that we must be "released" by the County. Please let us know if there is anything we can do to expedite this process in anyway, including meeting with county staff or elected officials.

Regards,

(via email)

Jeff Etheredge
Director, Land Acquisitions and Development
W Land Development
9600 N. Mopac Expy Ste. 250
Austin, TX 78759
Main: (512) 961.6928
Cell: (512) 557.1111

Cc: Jennifer Bills, jbills@cityofbastrop.org

Allison Land, aland@cityofbastrop.org

Vivianna Nicole Andres, vandres@cityofbastrop.org

PROFESSIONAL SERVICES AGREEMENT
Project Name

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 W Land Development, a (the "Developer").

WHEREAS, the Developer desires that the City enter negotiations related to a new development of an area located within the City's jurisdiction (the "Project"); and

WHEREAS, the Developer desires that public improvements necessary to provide water, wastewater, drainage, and development amenities for the Property more particularly depicted in EXHIBIT A attached hereto (the "Property"); 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 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 $5,000.00 upon the effective date of this Agreement, for the Professional Services and the related Development Agreement 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 exceeds 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 $2,000.00 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 an approved Development Agreement.

(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:	Jeff Etheredge W Land Development 9600 N Mopac EXPY, Ste 250 Austin, TX 78759 jeff@wlanddevelopment.com
With a copy to:	Phillip Schmandt McGinnis Lochridge 1111 W. 6th St, Ste 400 Austin, TX 78703 pschmandt@mcginnislaw.com

Signature Page to Follow

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: 11/30/2021

ATTEST:

By: _____
Ann Franklin, City Secretary

OWNER:

W Land Development, LLC

By: _____
Name: Kyle Spicer
Its: Senior Vice President

Date: 10/14/2021

STAFF REPORT

MEETING DATE: December 14, 2021 **AGENDA ITEM:** 12B

TITLE:
Consider action to approve the second reading of Ordinance No. 2021-15 of the City Council of the City of Bastrop, Texas, rezoning 15.824 acres out of Farm Lot 37 East of Main Street, located at 1500 Farm Street, within the City Limits of Bastrop, Texas from P3 Neighborhood to P4 Mix; as shown in Exhibit A, including a severability clause; and establishing an effective date.

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

BACKGROUND/HISTORY:
The applicant has submitted an application for a Zoning Concept Scheme for Farm Street Village (Exhibit A). The request is to change the base Place Type Zoning from P3 Neighborhood to P4 Mix, to allow for multifamily housing and house-form commercial development.

City Council held the Public Hearing and conducted the first reading of the ordinance on October 26, 2021. Please see the attached memo for more details on the project and policy.

RECOMMENDATION:
In the B³ Code, Section 2.4.002 an affirmative vote of 5 members shall be necessary for the passage of any recommendation to the City Council. The Planning & Zoning Commission, by a majority vote, voted 4-2 to recommend approval, but did not reach the minimum vote required to make an official recommendation to City Council. This does not have any impact on City Council to approve or deny the zoning request.

The Planning Director recommends approval of the Farm Street Village Zoning Concept Scheme to change the Place Type and the applicant conduct a Traffic Impact Analysis to identify any proportional share of improvements.

ATTACHMENTS:
- Background Memo
- Ordinance 2021-15
- Exhibit A: Zoning Concept Scheme
- Attachment 1: Proposed Architectural Elevations
- Attachment 2: Location Map
- Attachment 3: Applicant's Project Description Letter
- Attachment 4: Property Owner Notice
- Attachment 5: Property Owner Notice Responses
- Attachment 6: Zoning Map
- Attachment 7: Future Land Use Map
- Attachment 8: Warrant Determination
- Attachment 9: Applicant's Response to Warrant Determination
- Presentation

TO: Paul A. Hofmann, City Manager

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

Date: December 2, 2021

Subject: Farm Street Village Zoning Concept Scheme

==========

ITEM DETAILS:

Site Address:	1500 Farm Street, between Farm Street and Cedar Street west of Gill's Branch (Attachment 2)
Total Acreage:	15.824 acres
Legal Description:	15.824 acres out of Farm Lots 37 and 38 East of Main Street
Property Owner:	HHJ Properties, LLC
Agent Contact:	Sallie Burchett, Structure Texas
Existing Use:	Vacant/Undeveloped
Existing Zoning:	P3 Neighborhood
Proposed Zoning:	P4 Mix
Future Land Use:	Downtown Bastrop

BACKGROUND/HISTORY:

The applicant has submitted an application for a Zoning Concept Scheme for Farm Street Village (Exhibit A). The property is comprised of part of two farm lots. The Scheme shows the proportional share extension of Chambers Street between Cedar Street and Farm Street and an intent to reflect the Building Block traditional neighborhood development pattern. The building block structure intent is present; however, the applicant is requesting to provide non-vehicular public access easements instead of publicly dedicated right-of-way. The development is proposing a multifamily, potentially tax-credit funded product, and the financing does not allow for the development to be on multiple blocks with public streets running through it. See Attachments 8 and 9 for the Warrant response from the Development Review Committee and the Applicant's response.

The development proposes four blocks that are designed similarly to a city street cross section, with vehicular drive aisles, sidewalks, parking, and trees. The measurements on the blocks are slightly over the 330-foot block face requirement, but they are measured centerline to centerline, rather than along the block face. When measurement methodology is considered, the blocks are very close to the 330-foot block face requirement. On the portion nearest Gill's Branch, a public trail connection is proposed as a pedestrian way. Over two acres next to the creek will be dedicated as public civic space. The buildings will be fronted along Chambers Street in compliance with the proposed zoning district and are proposed to be in an architectural style appropriate to the downtown Bastrop area, in accordance with the Authentic Bastrop Pattern Book (Attachment 2).

Zoning Concept Schemes also take into account the variety of place type zoning districts in a pedestrian shed. Changing the zoning to P4 increases compliance with the percentages of each place type in this pedestrian shed.

Landscape plans for overall style and Street Type compliance are also considered. The landscape plan conceptually addresses the requirements, although the plan does list plants that are not on the Preferred Plant List in the B³ Technical Manual. The Applicant has acknowledged that they will use plants from the Preferred Plant List. Compliance with this regulation is verified upon review of the Public Improvement Plans and Site Development Plans.

Drainage

A Zoning Concept Scheme must be accompanied by a Conceptual Drainage Plan to ensure that the proposed development is feasible. A Conceptual Drainage Plan has been reviewed and approved by the City Engineer. The maximum impervious cover in the existing P3 Neighborhood Place Type is 60%. It is 70% in the proposed P4 Mix Place Type. Due to the drainage and floodplain proximity and constraints, the development as proposed is only using about 25% impervious cover. The site has been configured to maximize drainage effectiveness.

B³ Code Intents

The three overarching intents of the B³ Code are:

1. Foster and encourage geographically sensitive development.
2. Emphasize the interaction between the public and private realm to ensure city infrastructure is maintained in an efficient manner, which is fiscally sustainable.
3. Perpetuate the built form that has provided connectivity and local sense of place over the last 189 years, remaining authentically Bastrop.

Geographic Sensitivity:

- After the drainage moratorium, the Stormwater Drainage Manual was adopted to ensure drainage is considered early and throughout the development of the project. The Manual uses Atlas 14 rainfall totals and requires increased standards for property within the Gills Branch watershed. For this development, that includes multiple levels of Drainage Plans. A Conceptual Drainage Plan has been reviewed and approved. Additional Drainage Plans will be reviewed throughout the public improvement and subdivision platting stages.
- The developer is aware of and using data from the Preliminary Flood Insurance Study and Preliminary Flood Insurance Rate Maps (FIRMs). These give the best data from which to mitigate and improve impacts to Gills Branch through and surrounding the property. This also reduces the chances of flood damage on site and downstream.
- It is impractical to have additional roadway bridge crossings across Gills Branch between the new section of Chambers Street and SH 95.
- Buildings are proposed as far from Gills Branch as possible to reduce flood impacts and allow for more natural water flows throughout the site.

Fiscally Sustainable:

- The proportional share of the Chambers Street construction is half of the roadway. An adopted cross-section is proposed. It will facilitate vehicular traffic from Farm Street to Cedar Street as a one-way travel lane, have dedicated on-street parking on the

development's side of the road, and provide safe pedestrian travel via a sidewalk with street trees.
- Utilities will be better connected with this extension and provide a more efficient network.

Authentic Bastrop:

- The Authentic Bastrop Pattern Book reflects the architectural styles and patterns present throughout Downtown Bastrop. In the Iredell Historic District, compliance with the Pattern Book is required in order to preserve and contribute to Bastrop's sense of place.
- The proposed architectural style and building patterns are in line with the Pattern Book. The proposed site layout, with the buildings fronting onto Chambers Street, facilitates a predictable, but not redundant, public/private interface and reduces parking lot views from the public rights-of-way. This allows people to view and interact with other people, rather than separate people from each other with parking lots, which allows for more comprehensive community development and engagement. Porches will be oriented toward the street, similar to a single-family home.
- The scale of the block structure is extremely close to the building block dimensions of downtown. While the proposed roadways making up the development's internal road network are not public, they are designed to mirror the downtown fabric. They still allow walkability throughout the development and provide increased access to natural green space in the neighborhood.
- Land will be dedicated along Gills Branch to the City. This provides a publicly owned space for relief from the built environment. Access to greenspace reduces stress and improves mental health. It also allows the City access to provide maintenance along the creek in preparation for storm events, and improvements if grant funding is awarded. Most civic space in this neighborhood is in the form of civic buildings, so access to greenspace contributes to the overall balance of the neighborhood.

Appropriateness of Apartments:

Building Form:

- Traditionally, higher density residential uses provide a buffer between single-family housing and commercial development. This allows for an incremental transition between homes and commercial uses. The typical development pattern from low intensity use to high intensity commercial is single-family home, duplex/triplex/fourplex, garden apartments, urban apartments, low density commercial, high density commercial, then on to office and industrial uses. The B^3 Code regulates on building form rather than use, and places emphasis on building scale relative to the surrounding buildings. The pattern is single-family home, duplex/triplex/fourplex, apartments, commercial buildings. Buildings such as the Convention Center and the BISD Performing Arts Center are larger

in scale than most commercial buildings, and therefore exasperate the disparity between the homes and commercial development in the area.

- This site is an appropriate place for a multi-family development. Along Farm Street, there are single-family homes closer to Fayette Street and the railroad and have commercial development next to SH 95. The Convention Center is in between. Along Cedar Street, going from Fayette Street to SH 95, there are single-family homes, the Performing Arts Center, a multi-unit residential building (thought to be a fourplex), two houses, and a commercial lot. This site provides a transition between the commercial and large civic buildings and the homes. The proposed buildings are smaller than commercial buildings but larger than the single-family homes, creating a smoother transition in the built environment.

Complete Communities:

- The B³ Code fosters communities and neighborhoods that meet the needs of all residents, regardless of income, by integrating land use planning, transportation planning, environmental planning, and community design. This takes form as a place where a resident has access to housing, learning, shopping, workplaces, and recreation nearby.
- Multifamily buildings in this location provide a different type of housing to the downtown area. It provides an affordable option that is close to schools, commercial districts, parks and open space, and government buildings for civic engagement. This allows residents the opportunity to interact more with the community, as well as providing an option for people to reduce their vehicular trips per week. It is close enough to walk, ride a bike, or use CARTS' transportation options to move around the downtown area.
- A greater variety of housing type downtown provides the community with two key things:
    - A way to age in place. After children become adults and wish to leave the parent/guardian household, they are essentially forced to leave their neighborhood and find a new place to belong. There are limited housing options for this group to stay in the neighborhood they grew up in, at an age where additional support may be needed. Likewise, as adults grow older, they no longer need several bedrooms for kids and guests, may no longer want to or may be unable to maintain a house and yard, or feel isolated in a home where they may not interact with someone for periods of time. An increased variety in housing types allows people to downsize without leaving their neighbors or community support.
    - A way to attract new talent in key workplace fields. Bastrop has housing stock for a relatively flat range of incomes who wish to have permanent housing, which translates to a lack of housing for those not in that income bracket or who desire to rent instead of own. Often, new people in a community do not wish to purchase housing right away because they want to learn about the community, its neighborhoods, and where they feel they can belong and contribute. If that opportunity is not available, workers will pass on jobs available, and Bastrop employers will not only miss out on acquiring talented people to serve the community but will not be able to fulfill lost or newly added positions.

PUBLIC COMMENTS:
Property owner notifications were sent to 23 adjacent property owners on September 14, 2021 (Attachment 4). At the time of this report, 14 responses have been received, two in favor and 12 (4 repeats) opposed. (Attachment 5)

POLICY EXPLANATION:
Texas Local Government Code

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

Notice was published in the Bastrop Advertiser and notice was sent to property owners within 200 feet of the property boundary.

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

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

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

Notice of the meeting was posted at least 72 hours in advance.

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

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

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

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

At the October 26, 2021 meeting, a petition was submitted. After verifying the signatures, the protest reached 19.03% of the area within the 200 foot buffer around the property.

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

If the Planning & Zoning Commission recommends denial of the zoning request, the City Council must have a minimum vote of 4 out of 5 members to approve the zoning request. In this instance, the P&Z voted 4-2 to recommend. Per the B³ Code, Section 2.4.002, to make an official recommendation, the P&Z must have a minimum vote of 5 members. This does not have any impact on the City Council to approve or deny the zoning request.

Compliance with 2036 Comprehensive Plan:

Future Land Use Plan – Downtown Bastrop: The Downtown Bastrop character area allows for a wide range of residential, retail, entertainment, professional service, and institutional land uses. The character area's range of land uses may be mixed on individual parcels or developments sites, and within individual buildings. Building form and lot arrangement will support an urban character with structures framing the street. The scale of land uses, and transitions between them will compliment historic building form and intensity, but increased development intensity may be allowed on a case-by-case basis to encourage viable investment in center city Bastrop. Downtown Bastrop character area development should adhere to the following complimentary development parameters:

- Require new development in downtown Bastrop (residential and nonresidential) to adhere to a "build-to" requirement setting the front setbacks at the sidewalk edge and side setbacks along alleys to the pavement edge.
- New Downtown development should be designed to a minimum of two stories to provide a sense of enclosure which creates the "look and feel" of an urban environment.
- Require downtown uses to provide adequate sidewalk width to accommodate both an amenity area (for street trees, benches, trash cans, landscaping, etc.) and a clear walkway area.
- Accommodate parking primarily on-street or in public or private off-street parking areas.
- Promote varying residential dwelling types and densities in a manner that compliments and transitions between existing residential and non-residential development.
- Promote development that is complimentary to traditional architectural styles.
- For residences, implement (and modify as necessary) design standards that promote existing neighborhood form.
- Incorporate traffic calming features into residential streets – including curb extensions to define lanes of parking.
- Extend the public sidewalk system throughout the character area.
- Identify suitable locations for and incorporate pocket parks into traditional residential neighborhoods to provide direct access to public green spaces.

The B³ Code provides for build-to requirements. In P3 Neighborhood, the requirement is 10-25 feet from the front property line. In P4 Mix, the requirement is 5-15 feet. The proposed architectural style matches those reflected in the Authentic Bastrop Pattern Book (Attachment 1).

The proposed buildings are two and three stories, and front onto the extension of Chambers Street between Cedar Street and Farm Street. The development's share of Chambers Street is half the street. The street will be one travel lane with on-street parallel parking, extend the sidewalk network through the neighborhood, and provide street trees. The narrowness and presence of on-street parking provides traffic calming on the road section.

The development is proposing off-street parking in addition to the on-street parking, as well as dedicating public open space along Gill's Branch. The layout mimics the building block form of the neighborhood.

Compliance with Bastrop Building Block (B³) Code:

B³ CODE INTENT (See Executive Summary)

The code is built around three core intents:

- Fiscal Sustainability

New development and redevelopment must be done with a focus on the intersection of the Public and Private Realms. This is the area where city and utility infrastructure are maintained in an efficient manner and the commercial development creates a complete neighborhood.

The development provides efficient street and infrastructure connections in an area of town that lacks the standard connectivity of other areas of town. It also protects Gill's Branch and dedicates public open space that will promote multi-modal walkability and access to nature. The public non-vehicular access easements allow for public access to the open space, while putting the burden of maintenance onto the developer rather than the City. If granted tax credit funding, property standards must be maintained.

- Geographically Sensitive Developments

Development will retain its natural form and visual character, which is derived from the topography and native environment.

Gill's Branch and drainage were central the design of the development. Over two acres will be dedicated to the public along Gill's Branch, a streambank buffer that prohibits disturbance has been accounted for and will be implemented during the platting process. Detention and low impact stormwater designs are also planned.

- Perpetuation of Authentic Bastrop

The B³ Code will perpetuate the built form that has been predominate over the City's 189-year history. The recent trend of allowing parking and automobile traffic as the predominate feature has

created a pattern that is contrary to the historical building patterns of the city and creates sites/buildings that are not adaptable and sustainable in the long-term.

The connection of Chambers Street furthers the neighborhood's development in the same built form that has been predominate in the City's long history on the project's side of the Colorado River. The architectural styles proposed are in accordance with the Authentic Bastrop Pattern Book and existing fabric of downtown.

B³ Code ARTICLE 5.1 INTENT OF DEVELOPMENT PATTERNS

(b) The Development Pattern type will be used to guide the creation of the Zoning Concept Scheme and Neighborhood Regulating Plan (see Article 2-3 Neighborhood Regulating Plans in B3 Technical Manual) configurations suitable for different geographies and Character Districts.

The Character District of this project is Cultural Arts, which allows for Traditional Neighborhood Development (TND) using the standard building block pattern. The development is proposing the TND form.

SEC. 5.2.002 TND STANDARDS

1. Detail the block perimeters, block lengths, pedestrian shed area, place type allocations per B³ Code 3.2.002b.

In P4 Mix, the block perimeter maximum is 1320 feet. This is the distance around one building block, which is a block length of 330 feet. The zoning concept scheme proposes four building blocks plus one long block along Gill's Branch that will have pedestrian access to and through it. The four building blocks are slightly rectangular, with two sides shorter than 330 feet and two sides longer than 330 feet. The measurements are provided as distance from drive aisle centerline to centerline in areas there is not a public right-of-way to dictate the block face.

A quarter-mile radius around the development creates the pedestrian shed for the area. The goal of a pedestrian shed is to ensure the neighborhood created is walkable. Allocations of various place types provide variety in a neighborhood to promote a complete neighborhood. Changing the place type to P4 Mix increases compliance with the place type allocation percentages in this area.

ORDINANCE 2021-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, REZONING 15.824 ACRES OUT OF FARM LOT 37 EAST OF MAIN STREET, LOCATED AT 1500 FARM STREET, WITHIN THE CITY LIMITS OF BASTROP, TEXAS FROM P3 NEIGHBORHOOD TO P4 MIX; AS SHOWN IN EXHIBIT A, INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, HJJ Properties LLC, c/o Patrick Jaehne (hereinafter referred to as "Property Owner") has submitted a request to rezone 15.824 acres out of Farm Lot 37 East of Main Street, located at 1500 Farm Street, within the City Limits of Bastrop, Texas, hereinafter referred to as "the Property"; and

WHEREAS, a location map is attached hereto as Exhibit "A" (the "Property); and

WHEREAS, the Property is currently zoned as P-3, Neighborhood; and

WHEREAS, the Future Land Use Designation for this Property is Downtown Bastrop, which allows for a wide range of residential, retail, entertainment, professional service, and institutional land uses in a building form and lot arrangement that will support an urban character with structures framing the street; and

WHEREAS, pursuant to Texas Local Government Code Section 211, notice of the rezoning was given to all property owners located within two hundred (200) feet of the Property, and the Planning and Zoning Commission of the City of Bastrop held a public hearing on the rezoning request on September 30, 2021; and

WHEREAS, after notice and hearing, the Planning and Zoning Commission voted 4 to 2 to recommend approval, which does not meet the B³ Section 2.04.002 requirement for at least 5 affirmative votes to forward a recommendation to City Council; and

WHEREAS, the City Council of the City of Bastrop held a public hearing on October 26, 2021 to consider the Property Owner's request; and

WHEREAS, after consideration of public input received at the hearing, the information provided by the Applicants, and all other information presented, City Council finds that it is in the public interest to approve the rezoning.

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

Section 1: The Property, situated on 15.824 acres out of Farm Lot 37 East of Main Street, located at 1500 Farm Street, within the City Limits of Bastrop, Texas as more particularly shown on Exhibit A is rezoned to P-4 Mix.

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 & ACKNOWLEDGED on First Reading on this the 26th day of October 2021.

READ & ADOPTED on the Second Reading on this the 14th day of December 2021.

APPROVED:

_____
Connie B. Schroeder, Mayor

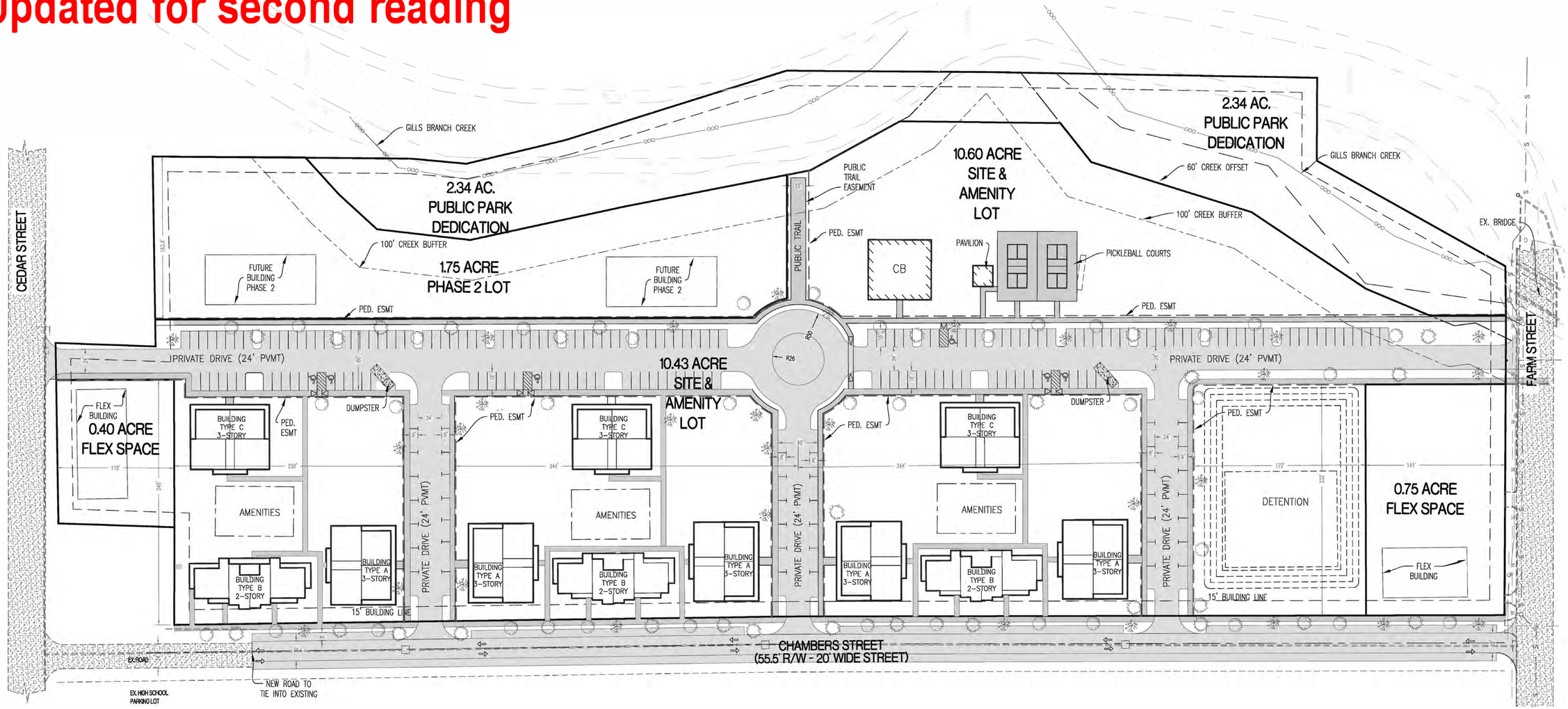
ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

Updated for second reading





VICINITY MAP

NTS

ZONING INFORMATION:

B3 ZONING DISTRICT
CULTURAL ARTS DISTRICT
TRADITIONAL NEIGHBORHOOD DEVELOPMENT (TND)

EXISTING ZONING: NEIGHBORHOOD P-3

PROPOSED ZONING: MIX P-4
LOT COVERAGE: 70% MAXIMUM

- BUILD TO LINE: 5-15 FT
- MAX BUILDING HEIGHT: 3-STORIES
- NO MINIMUM AUTOMOBILE PARKING SPACE REQUIREMENTS
- BICYCLE PARKING: 10% OF AUTOMOBILE SPACES

PREDOMINANT SOILS:

ACCORDING TO THE USDS SOIL SURVEY, THE SOILS ON THE PROPERTY CONSIST OF 40% ROBCO-TANGLEWOOD COMPLEX (SAND, LOAMY SAND), AND 60% SAYERS FINE SANDY LOAM. THESE TWO SOIL GROUPS ARE CLASSIFIED AS HYDROLOGIC SOIL GROUP 'A'. GROUP 'A' SOILS CONSIST MOSTLY OF SAND, LOAMY SAND, OR SANDY LOAM AND HAVE LOW RUNOFF POTENTIAL AND HIGH INFILTRATION RATES.

DEVELOPER INFORMATION

MRE CAPITAL, LLC
10777 BARKLEY STREET, SUITE 140
OVERLAND PARK, KS 66211

CALCULATIONS:

LAND AREA:		
TOTAL LAND AREA:		15.84 AC
PROJECT SITE & AMENITY AREA:		10.60 AC
PHASE II PROJECT AREA		1.75 AC
NORTH FLEX SPACE		0.40 AC
SOUTH FLEX SPACE		0.75 AC
PUBLIC PARK DEDICATION		2.34 AC
LOT COVERAGES:	ACTUAL	
NET LAND AREA:	15.84 AC	100%
TOTAL IMPERVIOUS SURFACE AREA:	3.75 AC	25%
TOTAL OPEN SPACE:	12.09 AC	75%
DEVELOPMENT		
120 TOTAL UNITS PROPOSED		
DENSITY: 7.57 UNITS PER ACRE		
11 TOTAL BUILDINGS		
TYPES:	TOTAL	
BUILDING TYPE A	5 TOTAL BUILDINGS	
BUILDING TYPE B	3 TOTAL BUILDINGS	
BUILDING TYPE C	3 TOTAL BUILDINGS	
PARKING SUMMARY		
TOTAL PARKING SPACES		216 SPACES
ADA COMPLIANT SPACES		6 SPACES
REQUIRED BICYCLE PARKING		22 SPACES

SCALE: 1"=50'
0 25 50 100

NOTES:

1. THIS TRACT IS LOCATED WITHIN THE 1% ANNUAL CHANCE FLOOD AND THE FLOODWAY PER THE CITY OF BASTROP FEMA FIRM PANEL #48021C0360E, DATED JANUARY 19, 2006.
2. GRADING AND DRAINAGE SHALL BE COMPLETED PER CITY OF BASTROP CODES AND ORDINANCES. ON-SITE DETENTION FACILITY WILL BE REQUIRED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE FOR 100-YEAR STORM EVENTS TO THE PEAK PREDEVELOPMENT 25-YEAR STORM EVENT PER THE CITY OF BASTROP STORMWATER DRAINAGE DESIGN MANUAL.
3. NO SLOPES SHALL EXCEED A 3:1 RATIO.
4. ALL SITE LIGHTING SHALL BE IN CONFORMANCE WITH CITY OF BASTROP CODE.
5. CITY OF BASTROP IS THE WATER AND WASTEWATER SERVICE PROVIDER.
6. BASTROP POWER AND LIGHT IS THE ELECTRIC SERVICE PROVIDER FOR THE AREA AND THEY CURRENTLY HAVE FACILITIES AT THE SOUTHWEST CORNER OF THE PROPERTY.
7. TELEPHONE, INTERNET AND CABLE TELEVISION SERVICES ARE AVAILABLE FROM AT&T FOR THIS AREA.
8. CENTERPOINT ENERGY IS THE GAS PROVIDER
9. DETENTION SHALL HAVE THE OPTION TO BE DESIGNED TO HANDLE THE ENTIRE SITE OR THE FLEX LOTS AND PHASE 2 LOT CAN HANDLE DETENTION SEPARATELY.
10. DEVELOPER WILL ONLY BE REQUIRED TO INSTALL HALF OF THE FULL CITY LOCAL CONNECTOR STREET CROSS SECTION.

REVISIONS:

NO.	DATE
ORIGINAL	11/29/2021

THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY

PRELIMINARY
(NOT FOR CONSTRUCTION)

TIMOTHY D. CROCKETT
TX LICENSE-107075

PREPARED BY:
CROCKETT ENGINEERING CONSULTANTS
1000 W. Nifong Blvd., Bldg. 1
Columbia, Missouri 65203
(573) 447-0292
www.crockettengineering.com
Crockett Engineering Consultants, LLC

OWNER:
MRE CAPITAL
10777 BARKLEY STREET SUITE
140 OVERLAND PARK, KS 66211

FARM STREET VILLAGE
BASTROP, BASTROP COUNTY, TEXAS

DRAWING INCLUDES:
ZONING CONCEPT SCHEME

DESIGNED: KRM
DRAWN: KRM
PROJECT NO.: 210297

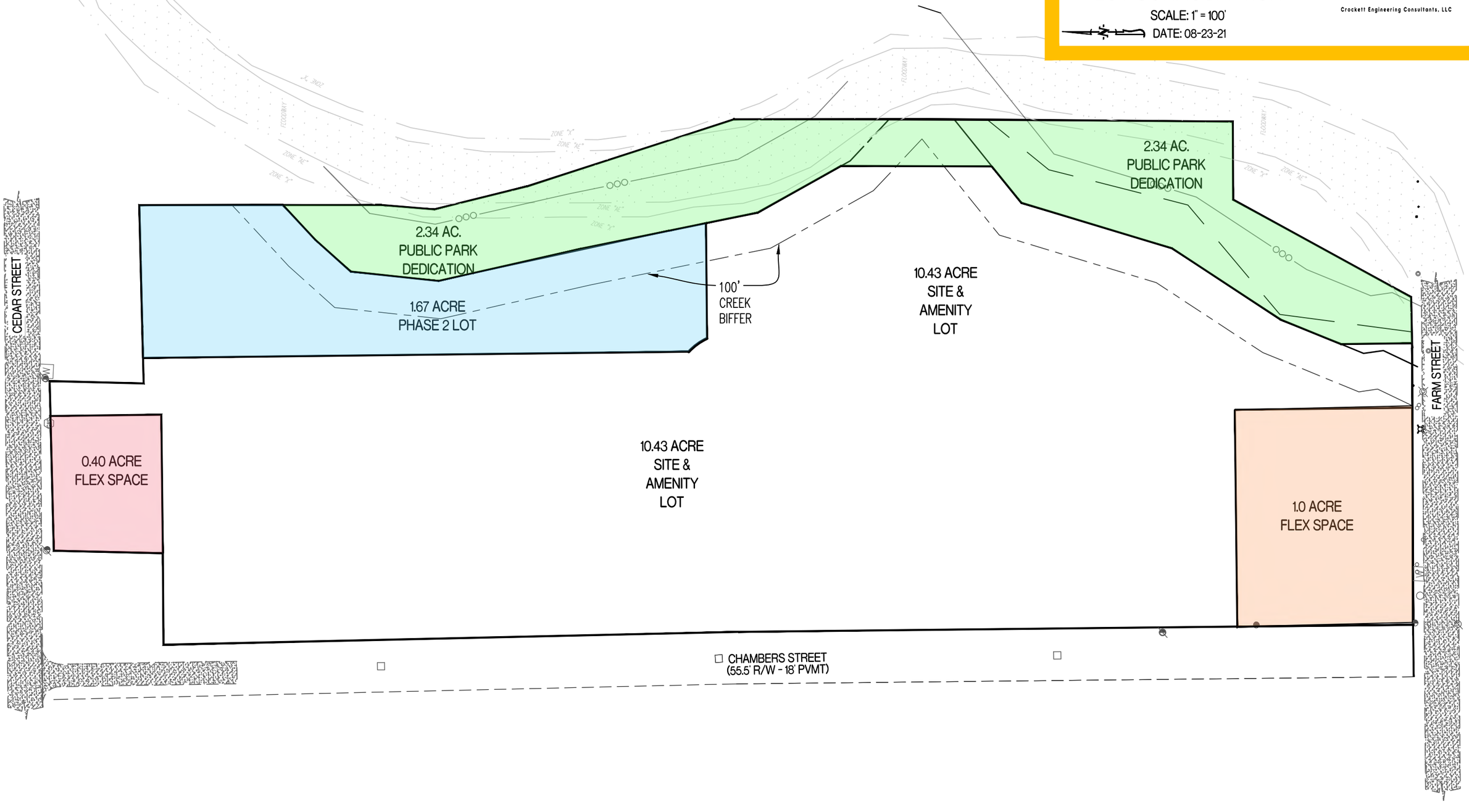
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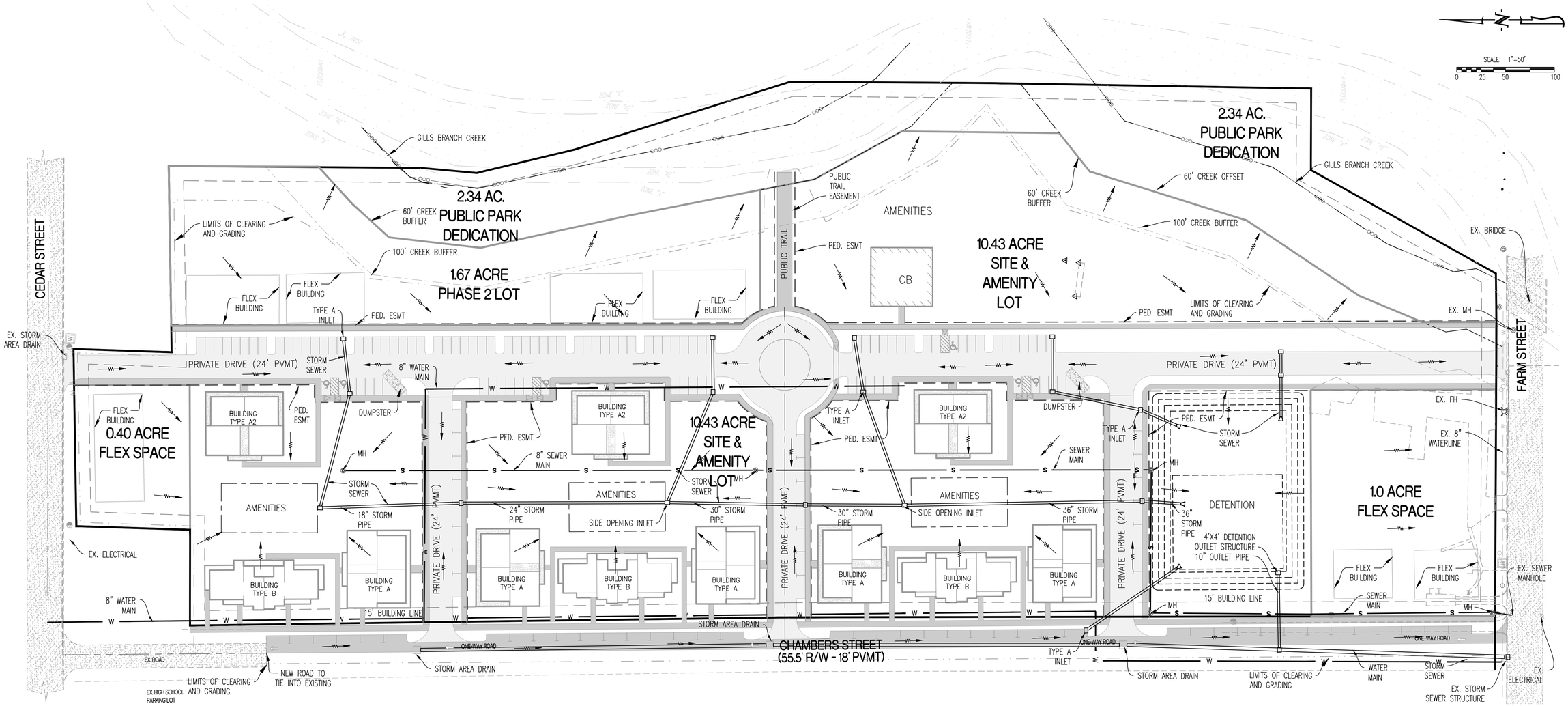
FARM STREET VILLAGE
BASTROP, TEXAS
LOT CONFIGURATION

SCALE: 1" = 100'

DATE: 08-23-21

PREPARED BY:
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1000 W. Nifong Blvd., Bldg. 1
Columbia, Missouri 65203
(573) 447-0292
www.crockettengineering.com
Crockett Engineering Consultants, LLC







VICINITY MAP

NTS

LAND INFORMATION

ADDRESS AND LEGAL:

1) PROPERTY ID: 50831
LEGAL DESCRIPTION: FARM LOT 38 E M ST, ACRES 7.455
2) PROPERTY ID: 32387
LEGAL DESCRIPTION: FARM LOT 37 E M ST, ACRES 4.9350
3) PROPERTY ID: 80155
LEGAL DESCRIPTION: FARM LOT 37 E M ST, ACRES 3.4340

CURRENT LAND USAGE:
SINGLE FAMILY RESIDENTIAL HOME, VACANT FARM LAND, AND FARM STRUCTURES.

PROJECT DESCRIPTION:
CONSTRUCTION OF (11) MULTI-FAMILY RESIDENTIAL BUILDINGS, A CLUB HOUSE, UTILITY FEATURES, AND ASSOCIATED PARKING SPACES AND DRIVE LANES.

PROJECT BENCHMARK

TBM #1 – CUT SQUARE FOUND AT EDGE OF STREET CURBING SOUTH OF THE SOUTHWEST CORNER OF THE PROPERTY
ELEVATION = 373.15

STREAM INFORMATION

GILLS BRANCH–INTERMITTENT STREAM

ZONING INFORMATION:

B3 ZONING DISTRICT
CULTURAL ARTS DISTRICT
TRADITIONAL NEIGHBORHOOD DEVELOPMENT (TND)

EXISTING ZONING: NEIGHBORHOOD P-3

PROPOSED ZONING: MIX P-4
LOT COVERAGE: 70% MAXIMUM
- BUILD TO LINE: 5-15 FT
- MAX BUILDING HEIGHT: 3-STORIES
- NO MINIMUM AUTOMOBILE PARKING SPACE REQUIREMENTS
- BICYCLE PARKING: 10% OF AUTOMOBILE SPACES

PREDOMINANT SOILS:

ACCORDING TO THE USDS SOIL SURVEY, THE SOILS ON THE PROPERTY CONSIST OF 40% ROBCO–TANGLEWOOD COMPLEX (SAND, LOAMY SAND), AND 60% SAYERS FINE SANDY LOAM. THESE TWO SOIL GROUPS ARE CLASSIFIED AS HYDROLOGIC SOIL GROUP 'A'. GROUP 'A' SOILS CONSIST MOSTLY OF SAND, LOAMY SAND, OR SANDY LOAM AND HAVE LOW RUNOFF POTENTIAL AND HIGH INFILTRATION RATES.

DEVELOPER INFORMATION

MRE CAPITAL, LLC
10777 BARKLEY STREET, SUITE 140
OVERLAND PARK, KS 66211

CALCULATIONS:

LAND AREA:

TOTAL LAND AREA:		15.84 AC
PROJECT SITE & AMENITY AREA:		10.43 AC
PHASE II PROJECT AREA		1.67 AC
NORTH FLEX SPACE		0.40 AC
SOUTH FLEX SPACE		1.00 AC
PUBLIC PARK DEDICATION		2.34 AC
NET LAND AREA:	15.84 AC	100%
TOTAL IMPERVIOUS SURFACE AREA:	3.48 AC	22%
TOTAL OPEN SPACE:	12.36 AC	78%

EXISTING TREE

ACCESS NOTES:

1. ALL PRIVATE DRIVES AND ADJACENT SIDEWALKS SHALL HAVE A PUBLIC NON-VEHICULAR ACCESS EASEMENT WITHIN THE LIMITS AS SHOWN.

NOTES:

1. THIS TRACT IS LOCATED WITHIN THE 1% ANNUAL CHANCE FLOOD AND THE FLOODWAY PER THE CITY OF BASTROP FEMA FIRM PANEL #48021C0360E, DATED JANUARY 19, 2006.
2. GRADING AND DRAINAGE SHALL BE COMPLETED PER CITY OF BASTROP CODES AND ORDINANCES. ON-SITE DETENTION FACILITY WILL BE REQUIRED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE FOR 100-YEAR STORM EVENTS TO THE PEAK PREDEVELOPMENT 25-YEAR STORM EVENT PER THE CITY OF BASTROP STORMWATER DRAINAGE DESIGN MANUAL.
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REVISIONS:

NO.	DATE
ORIGINAL	08/23/2021

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PRELIMINARY (NOT FOR CONSTRUCTION)

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TX LICENSE-107075

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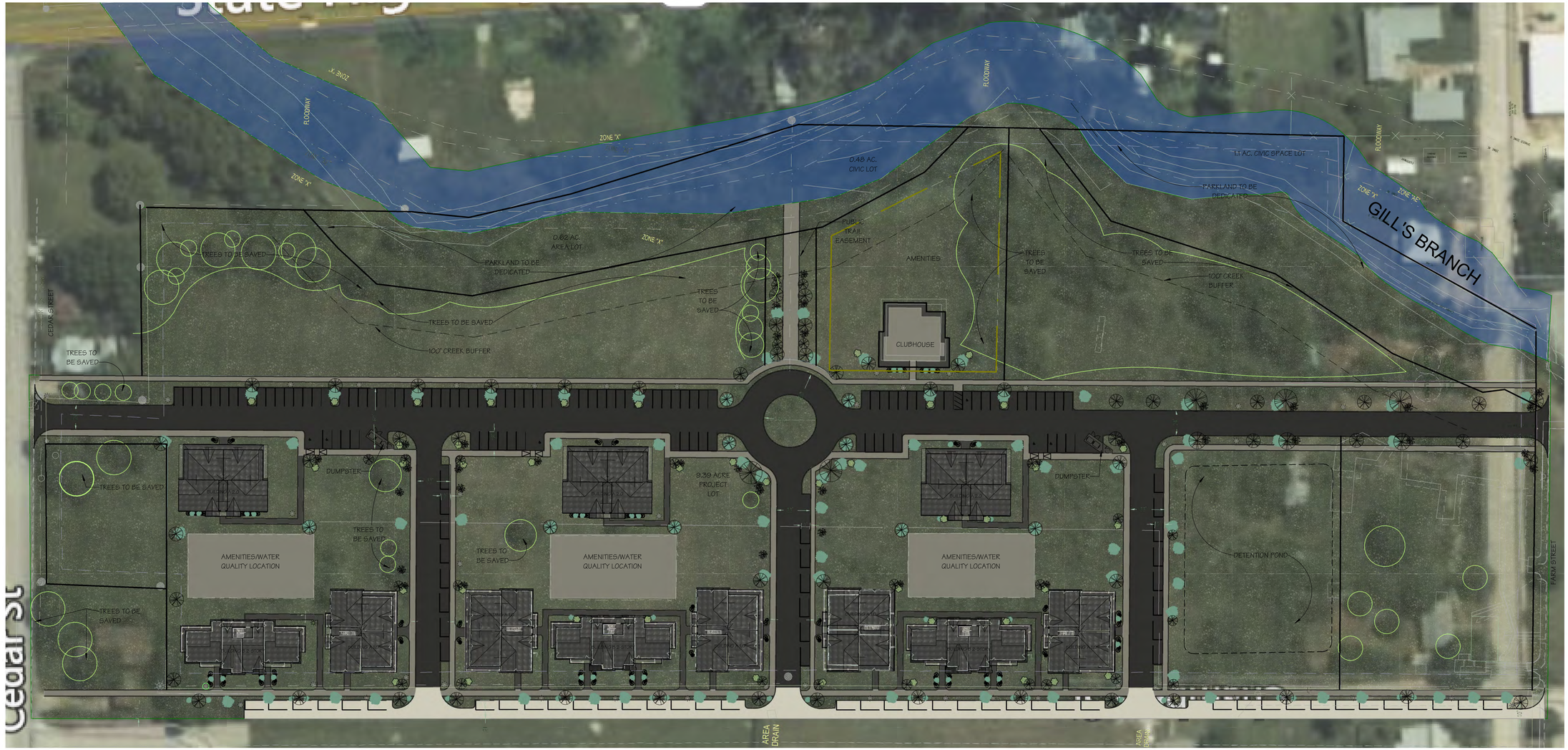
OWNER:
MRE CAPITAL
10777 BARKLEY STREET SUITE 140
OVERLAND PARK, KS 66211

FARM STREET VILLAGE
BASTROP, BASTROP COUNTY, TEXAS

DRAWING INCLUDES:
CONCEPTUAL DRAINAGE PLAN

DESIGNED: KRM
DRAWN: KRM
PROJECT NO.: 210297

SHEET: C2



LANDSCAPE PLAN

1 / LS1.0 SCALE: 1" = 50'-0"

PLANT SCHEDULE		
NATIVE TREES		
SYMBOL	TREE/NAME(S)	SIZE
	NATIVE GREEN ASH, OR SIM.	UP TO 80'-0" HGT.
	RED MAPLE NATIVE OR SIM.	HIGH MED. UP TO 50'-0" - 70'-0" HGT.
DECIDUOUS TREES		
	TEXAS MADRONE, NAKED INDIAN, LADY'S LEG, TEXAS ARBUTUS, MADRONO, NATIVE OR SIM.	40'-0" HGT.
	MESQUITE, HONEY MESQUITE, GLANDULAR, ALGAROBA (DECIDUOUS TREE) OR SIM.	30'-0" HGT.
	TEXAS NATIVE OR SIM.	25'-0" HGT.
	DESERT WILLOW, FLOWERING WILLOW, WILLOWLEAF CATALPA, DESERT CATALPA, FLOR de MIMBRE, MIMBRE, BOW WILLOW, OR SIM. NATIVE	15'-0" HGT.
	OSAGE ORANGE, BODARK, BOW WOOD, HEDGE APPLE, HORSE APPLE, NARANJO CHINO, YELLOW WOOD, OR SIM. NATIVE	20'-0" HGT.
	DWARF HACKBERRY, GEORGIA HACKBERRY, UPLAND HACKBERRY, SMALL HACKBERRY OR SIM. NATIVE	25'-0" HGT.
GROUND COVER		
	GROUND COVER	0'-0" HGT.

03/24/2021

FARM STREET VILLAGE

1500 FARM STREET, COUNTY, BASTROP, TX

Wallace ARCHITECTS L.L.C.
Columbia, MO
P 573-256-7200
WALLACE ARCHITECTS, LLC

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1ST ISSUE
06 JUL 2021

ISSUE/REVISIONS

1	03/24/2021	REVIEW SET
2		
3		
4		
5		
6		

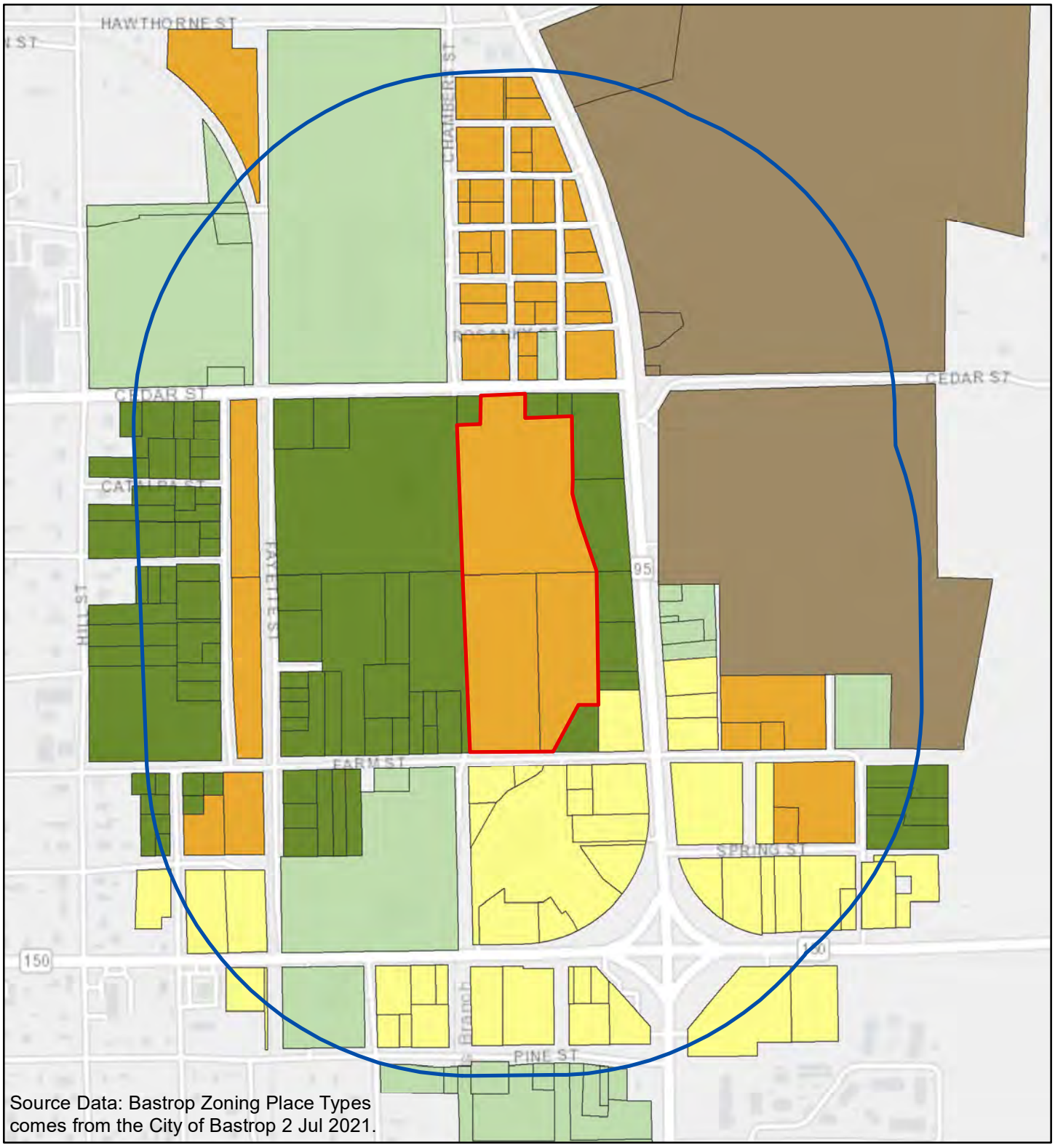
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LS1.0

LANDSCAPE PLAN

REVIEW SET

JOB NO.
4293

3/24/2021 3:30:34 PM



Farm Street Village Pedestrian Shed Map

Development Site

Quarter Mile

Place Type

CS - Civic Space 19.94%

P5 - Core 15.18%

P1 - Nature 0%

P4 - Mix 18.59%

P3 - Neighborhood 22.74%

P2 - Rural 23.56%

EC - Employment Center 0%

Exterior Elevations Bldg. A –

Pattern Book Notes:
Each block face should have a minimum of three different home design models.
No more than 2 of the same model with the same architectural style can be employed on a block face.
Treat each block as a unified composition.
Coordinate building wall colors with roof colors.



BLDG. A EXT. ELEV. FRONT



BLDG. A RIGHT ELEV.

Pattern Book Notes:
Side yards help to create usable outdoor space and insure privacy.
Open space contains the most and the largest windows, and has the most usable side yard.
Where possibly, orient open sides towards the south and east.



3D VIEW 1 BLDG. A

Note:
Building A & C are similar style. Building C has a slightly larger foot print. Building C will have different block front schemes and also have different floor plans/unit plans on each level.



3D VIEW 2 BLDG. A

Pattern Book Notes:
Corner lots must address both streets. Corner lots are typically wider to accommodate the side yard setback along the streets and allow for building articulation and side porches.
Wrap around porches on corner lots are greatly encouraged.



BLDG. A EXT. REAR

Pattern Book Notes:



BLDG. A LEFT ELEV.

EXTERIOR ELEVATIONS

FARM STREET VILLAGE
1500 FARM STREET, COUNTY, BASTROP, TX

Wallace ARCHITECTS LLC
Columbia, MO
P 573-256-7200

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1ST ISSUE
06 JUL 2021

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A3.1

JOB NO.
4293

- Exterior Elevations Bldg. B –



BLDG. B (2-STORY) FRONT ELEVATION



BLDG. B (2-STORY) SIDE ELEV.



3D VIEW 1 BLDG. B



3D VIEW 3 BLDG. B



3D VIEW 2 BLDG. B



BLDG. B (2-STORY) REAR ELEVATION



BLDG. B (2-STORY) SIDE ELEV. 2

EXTERIOR ELEVATIONS

FARM STREET VILLAGE
1500 FARM STREET, COUNTY, BASTROP, TX

Wallace ARCHITECTS, LLC
Columbia, MO
P 573-256-7200

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A3.2

JOB NO.
4293



Front Elevation Bldg. A

Hardie Board
Board & Batten (Artic White)



Hardie Board
Smooth Siding-Mist Gray

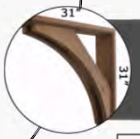




Rear Elevation Bldg. A



Architectural Grade Roof Bracket in White finish



Architectural Grade Roof Bracket in Wood finish

Hardie Board
Smooth Siding- Night Gray

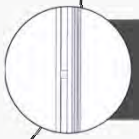


Hardie Board
Smooth Siding-Gray Slate





30 yr. Architectural Grade Roof Shingles



Prefinished Aluminum Exterior Column wrap w/ prefinished capital & base

Articulation at the connection of the open porch to building, dormers facing the street, defined entries

Articulation at the connection of the open porch to building, dormers facing the street, defined entries

Articulation at the connection of the open porch to building, dormers facing the street, defined entries

Articulation at the connection of the open porch to building, dormers facing the street, defined entries



Side Elevation Bldg. A





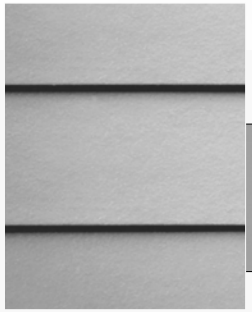
Side Elevation Bldg. A



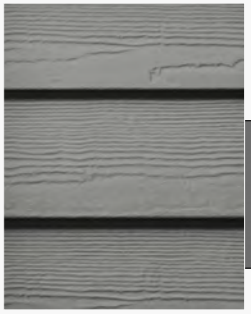
Hardie Board
Board & Batten Siding-
Artic White finish



Hardie Board
Smooth Finish Siding
Night Gray



Hardie Board
Smooth Finish Siding
Mist Gray



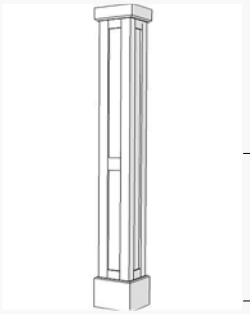
Hardie Board
Smooth Finish Siding
Gray Slate



Architectural Grade
Decorative Roof
Bracket- White finish



30 yr. Architectural
grade Roof Shingles



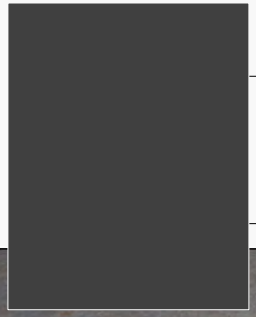
Prefinished Aluminum
Exterior Column wrap
w/ prefinished capital
& base



Architectural Grade
Decorative Roof
Bracket- Wood finish



Prefinished Aluminum-
Matte Black finish-
window sample



Prefinished Aluminum
Exterior Fascia-Gutter
finish



Prefinished Aluminum-
Matte Black finish-
w/wood exterior railing

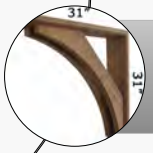


Front Elevation Bldg. B





Architectural Grade Roof Bracket in White finish



Architectural Grade Roof Bracket in Wood finish

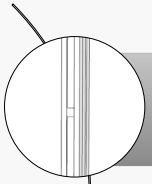
Hardie Board

Board & Batten- Artic White

Night Gray

Slate Gray

Mist Gray



Prefinished Aluminum Exterior Colum wrap w/prefinished capital & base



30 yr. Architectural Grade Roof Shingles





Rear Elevation Bldg. B

C4. Proposed Development

Exterior Elevations

Pattern Book Notes:

Neighborhood Design-

Well designed neighborhoods contain different lot types for single-family homes. They are intended to respond to the needs of different households and provide diversity in house size and price. Those are large, medium, small and cottage type homes, and they are dispersed throughout the area. The largest homes are located generally along the edges of the patterns and the project, while the smaller homes are on the interior patters often fronting on open space. Parking and garages are accommodated in various ways that allow for both front and rear access.

Pattern Book Notes:

Streetscape Diversity

- Each block face should have a minimum of three different home design models. Different models are defined as those with significate variation in floor plan configuration and massing, and minor variation in size and number of bedrooms.
- Each of the three models must have at least two architectural styles and color schemes, which can be employed to create visual interest and respond to homeowner preferences.
- Not more than two of the same model with the same architectural style can be employed on a block face.
- Similar models with similar architectural styles should not be placed next to one another.
- Materials and colors should be varied to further differentiate one model from another. Use different colors on adjacent buildings. Treat a block face as a unified composition.
- Coordinate building wall colors with roof colors.

Pattern Book Notes:

Building Sides

- Side yards are important in helping to create usable outdoor space and insure privacy. On lots 50 feet or less wide, each building must have an open and closed side. This concept establishes a more harmonious relationship between adjacent buildings.
- The open side contains the most and largest windows, and has the most usable side yard. The closed side has fewer and smaller windows to ensure greater privacy for the neighbors.
- Where possible, orient open sides towards the south and east.

Corner Treatment

- The relationship of buildings to one another and the street is especially important at corners.
- Buildings on corner lots must address both streets. Corner lots are typically wider to accommodate the site yard setback along the streets and allow for building articulation and side porches.
- Wrap around porches on corner lots are generally encouraged.

Pattern Book Notes:

Multi-Unit Homes, Townhomes, Apartments

- These housing types are found in P3, P4 and some in P5. They are generally located within medium-density neighborhoods or in locations transitioning from a primary single-family neighborhood into a neighborhood main street. All of them enable appropriately scaled, well-designed higher densities and are important for providing a broad choice of housing types and promoting walkability.

Building Articulation Along a Street

Historic Neighborhoods derive their character from the simplicity of architectural forms. Buildings should emphasize one primary architectural form with supporting and secondary elements. Too much complexity or competing primary forms will undermine this goal.

- An articulation is the connection of an open porch to the building, a dormer facing the street, a well defined entry element, a horizontal offset of a least 2 feet in the principal building wall change in the height of front elevation rooflines by at least one story.

Roof Types and Primary Roof Forms

- Principal roofs for single family detached houses shall be symmetrical gable or hip. Other principal roof types, such as gambrel or mansard, are acceptable if historically appropriate and approved by ARC.

Pattern Book Notes:

Multi-unit homes

The Multi-Unit Home combines several residences within one structure designed to resemble a large single-family home. The prototype illustrated here is for a four-unit building that provides attached garages accessed from rear valleys. Different-sized buildings may be combined along a block face. When located on corners, Multi-Unit Homes provide porches and enteritis on both elevations facing the street. When located on the block interior, a “family” of entrances between two buildings provides gracious access to the upper-floor residences.

Architectural and Entry Articulation

- One goal for Verano is to create a handsome and timeless architecture based on San Antonio’s historic neighborhoods. These neighborhoods derive much of their character from the simplicity of architectural forms. Buildings at Verano should emphasize one primary architectural form with supporting secondary elements. Too much complexity or competing primary forms undermine this goal.
- An

C4. Proposed Development

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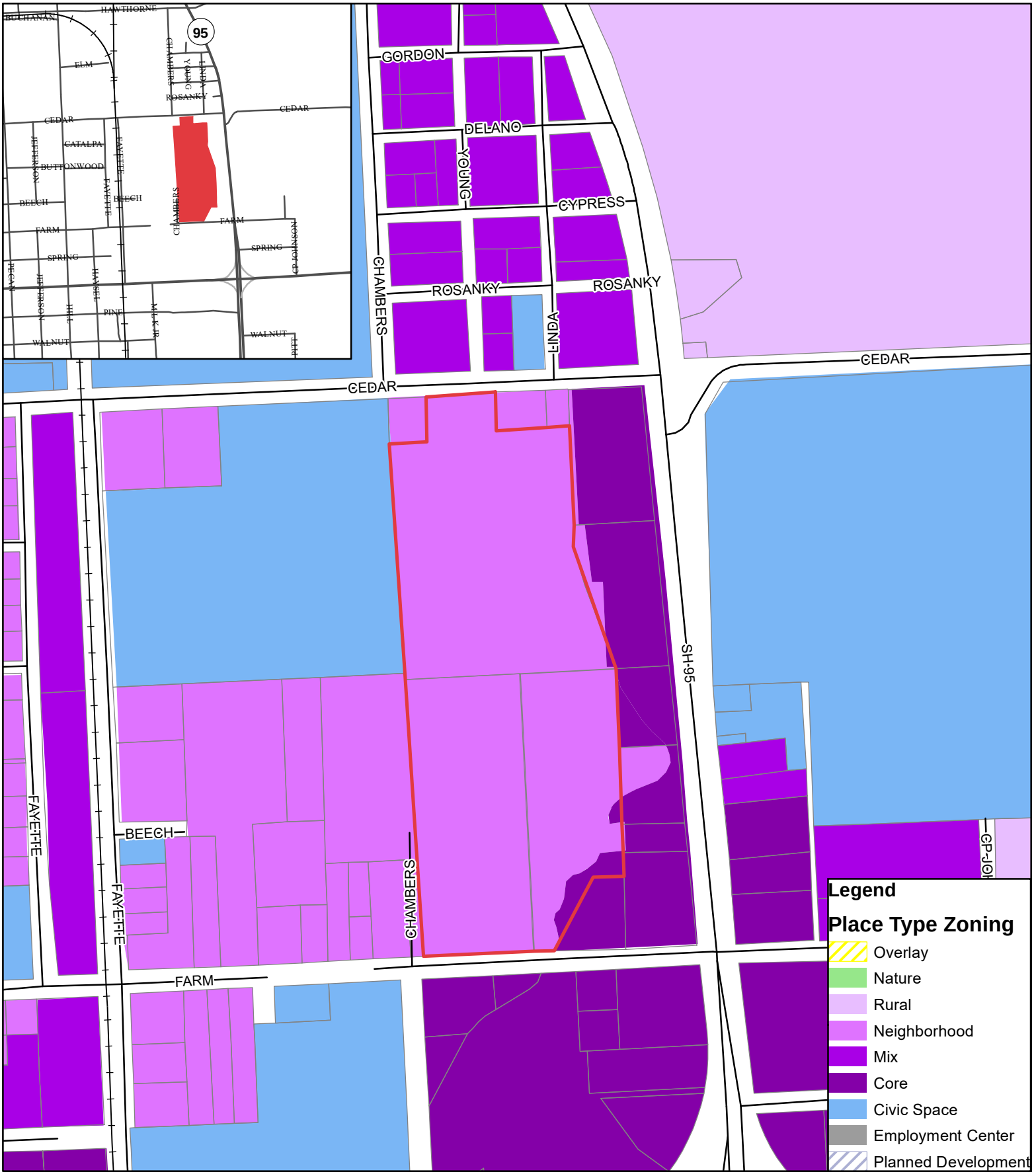
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- An



BASTROPTX
Heart of the Lost Pines
Est. 1832

Zoning Map
Zoning Concept Scheme

1 inch = 330 feet

N

Date: 9/24/2021

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

July 10, 2021

Trey Job
Assistant City Manager of Community Development
City of Bastrop
1311 Chestnut Street
Bastrop, Texas 78602

Re: Farm Street Village Project Description – Zoning Change

Dear Mr. Job:

As required for the zoning change application, I am providing a project description for the proposed Farm Street Village located at 1500 Farm Street at the eastern edge of Downtown Bastrop. Farm Street Village is a proposed Class A Apartment Community between Farm Street and Cedar Street, just west of Gills Branch. It is conveniently located and designed to be walkable to the many amenities associated with downtown.

The development will consist of 120 units for families and will be comprised of a mix of 1 bedroom, 2 bedroom, and 3 bedroom units. The total cost of the development is estimated to be approximately $21,000,000 and will be financed with conventional loans and housing tax credits. The workforce development will serve families with incomes at or below 60% of the area median income. I have attached a brochure that illustrates more about the development.

I hope that you will agree with us that our design meets the connected, walkable, and context sensitive intent of your code. The layout includes our portion of the Chambers Street extension. It also includes pedestrian access to Gills Branch through the development to connect to future trail improvements associated with Gills Branch. Finally, we have spent many hours working with our designers to ensure the site plan and architectural drawings complement and add to the existing urban fabric.

From conversations with the City of Bastrop since the fall of 2019, we understand that a change from P-3 to P-4 is considered reasonable and consistent with your comprehensive plan. Additionally, the neighboring land uses are higher intensity than P-3 including the Jerry Fay Wilhelm Center for the Performing Arts, Bastrop High School, and Film Alley Bastrop to name a few. We learned that when adopting the B3 code and new zoning categories, Bastrop rezoned using a same to same classification, thus the P-3 based on the former zoning district. The P-4 zoning classification is well suited at this location considering adjacent land zoning categories and its proximity to SH 95.

Thank you for considering the merits of the proposed development. We respectfully request the City's approval to rezone the 15.8 acres from P-3 to P-4 to permit Farm Street Village. Should you have any questions or concerns, please do not hesitate to contact me by phone at (512) 473-2527 or via email at sallie@structuretexas.com. Thank you so much for your consideration.

Sincerely,

Sallie Burchett, AICP

Notice of Pending Zoning Change
City of Bastrop
Planning & Zoning Commission
and City Council

Dear Property Owner:

The **Planning and Zoning Commission** will conduct a public hearing on **Thursday, September 30, 2021 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, October 26, 2021 at 6:30 p.m.** in the **City Hall Council Chambers located at 1311 Chestnut Street, Bastrop, Texas** to consider action on a change in zoning for 15.824 acres out of Farm Lot 37 East of Main Street, located at 1500 Farm Street from P3 Neighborhood to P4 Mix, within the city limits of Bastrop, Texas.

Applicant(s):	SALLIE BURCHETT
Owner(s):	HHJ PROPERTIES, LLC
Address(es):	1500 FARM STREET
Legal Description:	FARM LOT 37 E M ST, ACRES 4.9350; FARM LOT 37 E M ST, ACRES 3.4340; & FARM LOT 38 E M ST, ACRES 7.455

The site location map and a letter from the property owner is attached for reference.

As a property owner within 200 feet of the above referenced property, you are being notified of the upcoming meetings per the Bastrop Code of Ordinances. For more information or to provide comments on this project, you may contact the Planning & Development Department at (512) 332-8840, plan@cityofbastrop.org, visit the office at 1311 Chestnut Street, Bastrop, Texas, or mail the response card below to PO Box 427, Bastrop, Texas 78602.

✂ ----------

PROPERTY OWNER'S RESPONSE

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

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

Property Owner Name: _____

Property Address: _____

Mailing Address (if different than property address): _____

Phone (optional): _____ Email (optional): _____

Property Owner's Signature: _____

Additional Comments (Optional):

_____

_____

Re: Farm Street Village

From: Katty Albers <albfam1@gmail.com>
Sent: Wednesday, September 29, 2021 8:56 AM
To: Planning Dept <plan@cityofbastrop.org>
Subject: Apartments on Farm St

[You don't often get email from albfam1@gmail.com. Learn why this is important at http://aka.ms/LearnAboutSenderIdentification.]

To: City of Bastrop Planning and Zoning Commission and City Council

We strongly oppose the rezoning of the 15.824 acres out of Farm Lot 37 East of Main St located at 1500 Farm St. Please keep that land residential P3 neighborhood. Do not allow an apartment complex to be built in downtown historic Bastrop. Traffic would increase drastically on both Farm and Cedar. Have some consideration for the families that live on Farm St. and Cedar St. Would you want to live next door to a 120 unit apartment complex? Please keep the land residential P3 neighborhood so only single family housing will be allowed. An apartment complex of this size should not be allowed to be built in historic downtown Bastrop. Thank you.

Katherine and Larry Albers
1307 Pecan St
Bastrop TX 78602
albfam1@gmail.com

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

BASTROPTX
Heart of the Lost Pines
Est. 1691

BASTROP BOARD AND COMMISSION MEETINGS

REQUEST TO SPEAK

Meeting Date: 9 | 30 , 2021

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

PLEASE PRINT LEGIBLY

Name: Cristy Foreman

Address: 1504 Farm St

Bastrop Tx 78602
(City) (State) (Zip)

Phone: 512-296-9590

WHEN WOULD YOU LIKE TO SPEAK:

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

TOPIC:

____ **Agenda Item No.** 3F

☐ wish to speak IN FAVOR of this item.

☐ wish to speak IN OPPOSITION to this item.

☒ do not wish to speak.

Please record my ____SUPPORT ☒ OPPOSITION.

I agree that I will limit my time to three minutes, speak with respect, and refrain from using profane, insulting or threatening language.

"I hereby certify that the information and statements by me are true and accurate. I further swear that the testimony I give before this body will be true and accurate. I understand that by speaking, I may or may not be filmed or recorded for public broadcasting and I give my full permission ~~to do so~~."

Cristy Foreman
(Signature)

RECEIVED
9-6-2021
1:40pm

Notice of Pending Zoning Change
City of Bastrop
Planning & Zoning Commission
and City Council

Dear Property Owner:

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✂ ----------

PROPERTY OWNER'S RESPONSE

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

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

Property Owner Name: CURTIS TAVODNY

Property Address: 1615 CEDAR ST, BASTROP, TX

Mailing Address (if different than property address): 225 CRAFTS PRAIRIE RD, BASTROP

Phone (optional): 512-718-6869 Email (optional): CURTISTAVODNY@GMAIL.COM

Property Owner's Signature:

Additional Comments (Optional):

Re: Farm Street Village

Notice of Pending Zoning Change
City of Bastrop
Planning & Zoning Commission
and City Council

Dear Property Owner:

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PROPERTY OWNER'S RESPONSE

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

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

Property Owner Name: Ruth Emanuel

Property Address: 1510 Farm Street Bastrop, TX 78602

Mailing Address (if different than property address): _____

Phone (optional): 512 303-7004 Email (optional): _____

Property Owner's Signature: Ruth Emanuel

Additional Comments (Optional):

_____

_____

Re: Farm Street Village

✂ ----------

PROPERTY OWNER'S RESPONSE

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

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

Property Owner Name: James + Cristy Foreman

Property Address: 1504 Farm St

Mailing Address (if different than property address): _____

Phone (optional): 512-296-9590 Email (optional): _____

Property Owner's Signature: James C. Foreman Cristy Foreman

Additional Comments (Optional):

Farm St cannot handle the extra traffic from this project. Farm St has heavy traffic because of Mina Elementary already and heavy because of the theater + family Dollar

Re: Farm Street Village

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

PROPERTY OWNER'S RESPONSE

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

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

Property Owner Name: Sherri Lynn Hoskins

Property Address: 1201 Fayette St. Bastrop Tx 78602

Mailing Address (if different than property address): N/A

Phone (optional): 512-797-7843 Email (optional): Sherri.3@gmail.com

Property Owner's Signature: Sherri Lynn Hoskins

Additional Comments (Optional):

Re: Farm Street Village

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

PROPERTY OWNER'S RESPONSE

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

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

Property Owner Name: Patrick Jachne

Property Address: 1500 Farm Street

Mailing Address (if different than property address): 350 FM 969

Phone (optional): 9798709146 Email (optional): jachnepat@gmail

Property Owner's Signature:

Additional Comments (Optional):

Thank you!

Re: Farm Street Village

PLANNING DEPARTMENT

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

BASTROPTX
Heart of the Lost Pines
Est 1691

BASTROP BOARD AND COMMISSION MEETINGS

REQUEST TO SPEAK

Meeting Date: 9/30, 2021

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

PLEASE PRINT LEGIBLY

Name: James C. Foreman

Address: 1504 Farm St.

Bastrop (City) TX (State) 78602 (Zip)

Phone: 512-545-4953

WHEN WOULD YOU LIKE TO SPEAK:

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

TOPIC: 3F

____ **Agenda Item No.** 3F

☐ wish to speak IN FAVOR of this item.

☐ wish to speak IN OPPOSITION to this item.

☒ do not wish to speak.

Please record my ____SUPPORT ✓OPPOSITION.

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

James C. Foreman
(Signature)

✂ ----------

PROPERTY OWNER'S RESPONSE

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

☐ I am in favor of the request.

☒ I am opposed to the request.

☐ I have no objection to the request.

Property Owner Name: John & Melinda Larson

Property Address: 1320 Farm Street Bastrop, Tx

Mailing Address (if different than property address): 5703 CAMDEN Midland Tx 79707

Phone (optional): 432-770-5969 Email (optional): lindylar@gmail.com

Property Owner's Signature: Melinda S. Larson

Additional Comments (Optional):

I am 100% "AGAINST" the re-zoning of farm lot 37 - located @ 1500 Farm St. from P3 Neighborhood to P4 MU within the city limits of Bastrop, Tx

Re: Farm Street Village

PLANNING DEPARTMENT

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

BASTROP BOARD AND COMMISSION MEETINGS

REQUEST TO SPEAK

Meeting Date: 9-30, 2021

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

PLEASE PRINT LEGIBLY

Name: Linda Cruz Smith

Address: 1504 Cedar Street

Bastrop (City) Texas (State) 78602 (Zip)

Phone:

WHEN WOULD YOU LIKE TO SPEAK:

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TOPIC:

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Linda Cruz Smith

(Signature)

Notice of Pending Zoning Change
City of Bastrop
Planning & Zoning Commission
and City Council

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✂ ----------

PROPERTY OWNER'S RESPONSE

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

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

Property Owner Name: MICHAEL J. WANE

Property Address: 1316 FARM ST. BASTROP TX 78602

Mailing Address (if different than property address): SAME

Phone (optional): (737) 212-3791 Email (optional): MJWANE@HOTMAIL.COM

Property Owner's Signature:

Additional Comments (Optional):

I VEHEMENTLY OPPOSE THE ZONING CHANGE TO P4 MIX, I BELIEVE THAT THIS IS COMPLETELY WRONG FOR FARM ST.

Re: Farm Street Village

Notice of Pending Zoning Change
City of Bastrop
Planning & Zoning Commission
and City Council

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✂ ----------

PROPERTY OWNER'S RESPONSE

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

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

Property Owner Name: Robert Miller

Property Address: 1204 Highway 95 BASTROP

Mailing Address (if different than property address): 101 Hwy 71 West BASTROP TX

Phone (optional): _____ Email (optional): _____

Property Owner's Signature: Robert Miller

Additional Comments (Optional):

_____

_____

Re: Farm Street Village

RECEIVED
12-10-2021
1:40pm

Notice of Pending Zoning Change
City of Bastrop
Planning & Zoning Commission
and City Council

Dear Property Owner:

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✂ ----------

PROPERTY OWNER'S RESPONSE

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

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

Property Owner Name: Morris J Mach

Property Address: 1302 Hy 95 Bastrop, Tx 78602

Mailing Address (if different than property address): 243 Bluebonnet Dr Bastrop, Tx 78602

Phone (optional): 512 971-5088 Email (optional): jmach@flash.net

Property Owner's Signature: Morris J Mach

Additional Comments (Optional):

Re: Farm Street Village

Notice of Pending Zoning Change
City of Bastrop
Planning & Zoning Commission
and City Council

BASTROPTX
Heart of the Lost Pines
Est. 1832

Dear Property Owner:

The **Planning and Zoning Commission** will conduct a public hearing on **Thursday, September 30, 2021 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, October 26, 2021 at 6:30 p.m.** in the **City Hall Council Chambers located at 1311 Chestnut Street, Bastrop, Texas** to consider action on a change in zoning for 15.824 acres out of Farm Lot 37 East of Main Street, located at 1500 Farm Street from P3 Neighborhood to P4 Mix, within the city limits of Bastrop, Texas.

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✂ ----------

PROPERTY OWNER'S RESPONSE

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

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

Property Owner Name: Mildred Nanken

Property Address: 1613 Cedar Street, Bastrop, Tx 78602

Mailing Address (if different than property address): P.O. Box 683, Bastrop, TX 78602

Phone (optional): 512 321-2171 Email (optional): _____

Property Owner's Signature: ⊗ Mildred Nanken

Additional Comments (Optional): Will change single family Nature of Neighborhood, Will add additional traffic congestion to an already congested situation on Cedar Street. Will aggravate existing flooding problems on Gill's Branch

Re: Farm Street Village

Notice of Pending Zoning Change
City of Bastrop
Planning & Zoning Commission
and City Council

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✂ ----------

PROPERTY OWNER'S RESPONSE

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

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

Property Owner Name: Sean Mallett

Property Address: 1611 Cedar St

Mailing Address (if different than property address): P O Box 404, Bastrop.

Phone (optional): _____ Email (optional): _____

Property Owner's Signature: Smallett

Additional Comments (Optional):

too much traffic, insufficient parking, Gills Branch needs to be diverted

Re: Farm Street Village

PROPERTY OWNER'S RESPONSE

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

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

Property Owner Name: Linda C. Smith

Property Address: 1504 Cedar Street

Mailing Address (if different than property address): _____

Phone (optional): 512-303-2945 Email (optional): dan.linda.bastrop@MSN.com

Property Owner's Signature: X Linda Cruz Smith

Additional Comments (Optional):

A Partment will add more traffic to Cedar Street,

Re: Farm Street Village

Notice of Pending Zoning Change
City of Bastrop
Planning & Zoning Commission
and City Council

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✂ ----------

PROPERTY OWNER'S RESPONSE

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

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

Property Owner Name: Sonya Mallett

Property Address: 1609 Cedar St.

Mailing Address (if different than property address): PO Box 404

Phone (optional): _____ Email (optional): _____

Property Owner's Signature: Sonya Mallett

Additional Comments (Optional):

traffic, not enough parking, FEMA floodway

Re: Farm Street Village

RECEIVED
12-6-2021
1:40pm

Notice of Pending Zoning Change
City of Bastrop
Planning & Zoning Commission
and City Council

Dear Property Owner:

The **Planning and Zoning Commission** will conduct a public hearing on **Thursday, September 30, 2021 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, October 26, 2021 at 6:30 p.m.** in the **City Hall Council Chambers located at 1311 Chestnut Street, Bastrop, Texas** to consider action on a change in zoning for 15.824 acres out of Farm Lot 37 East of Main Street, located at 1500 Farm Street from P3 Neighborhood to P4 Mix, within the city limits of Bastrop, Texas.

Applicant(s):	SALLIE BURCHETT
Owner(s):	HHJ PROPERTIES, LLC
Address(es):	1500 FARM STREET
Legal Description:	FARM LOT 37 E M ST, ACRES 4.9350; FARM LOT 37 E M ST, ACRES 3.4340; & FARM LOT 38 E M ST, ACRES 7.455

The site location map and a letter from the property owner is attached for reference.

As a property owner within 200 feet of the above referenced property, you are being notified of the upcoming meetings per the Bastrop Code of Ordinances. For more information or to provide comments on this project, you may contact the Planning & Development Department at (512) 332-8840, plan@cityofbastrop.org, visit the office at 1311 Chestnut Street, Bastrop, Texas, or mail the response card below to PO Box 427, Bastrop, Texas 78602.

✂ ----------

PROPERTY OWNER'S RESPONSE

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

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

Property Owner Name: Wilma Lee Mayes

Property Address: 1206 N. Hwy 95 · Bastrop, TX 78602

Mailing Address (if different than property address): _____

Phone (optional): 512-321-6512 Email (optional): beverlymay@yahoo.com

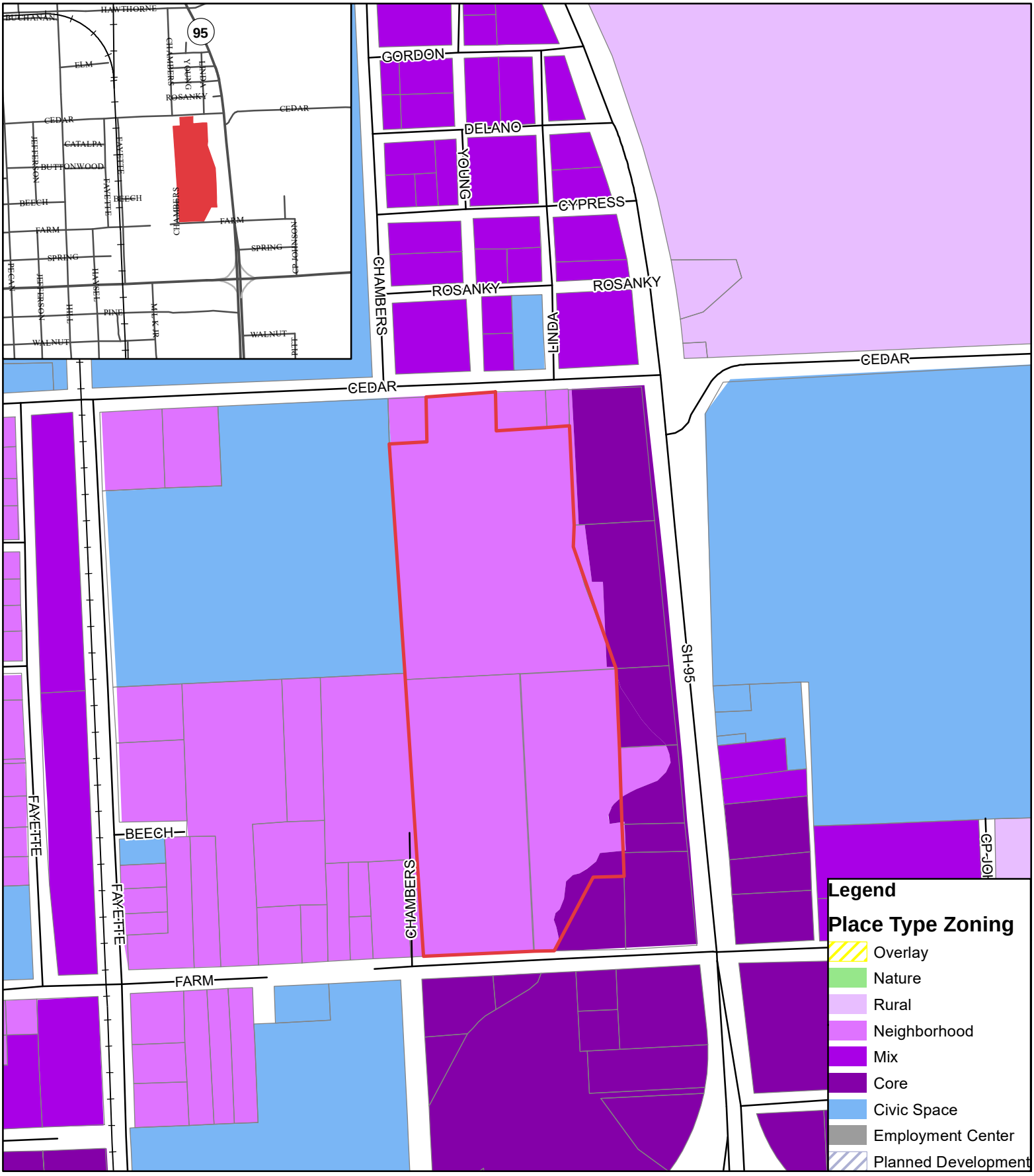
Property Owner's Signature: Wilma L. Mayes

Additional Comments (Optional):

_____

_____

Re: Farm Street Village



BASTROPTX
Heart of the Lost Pines
Est. 1832

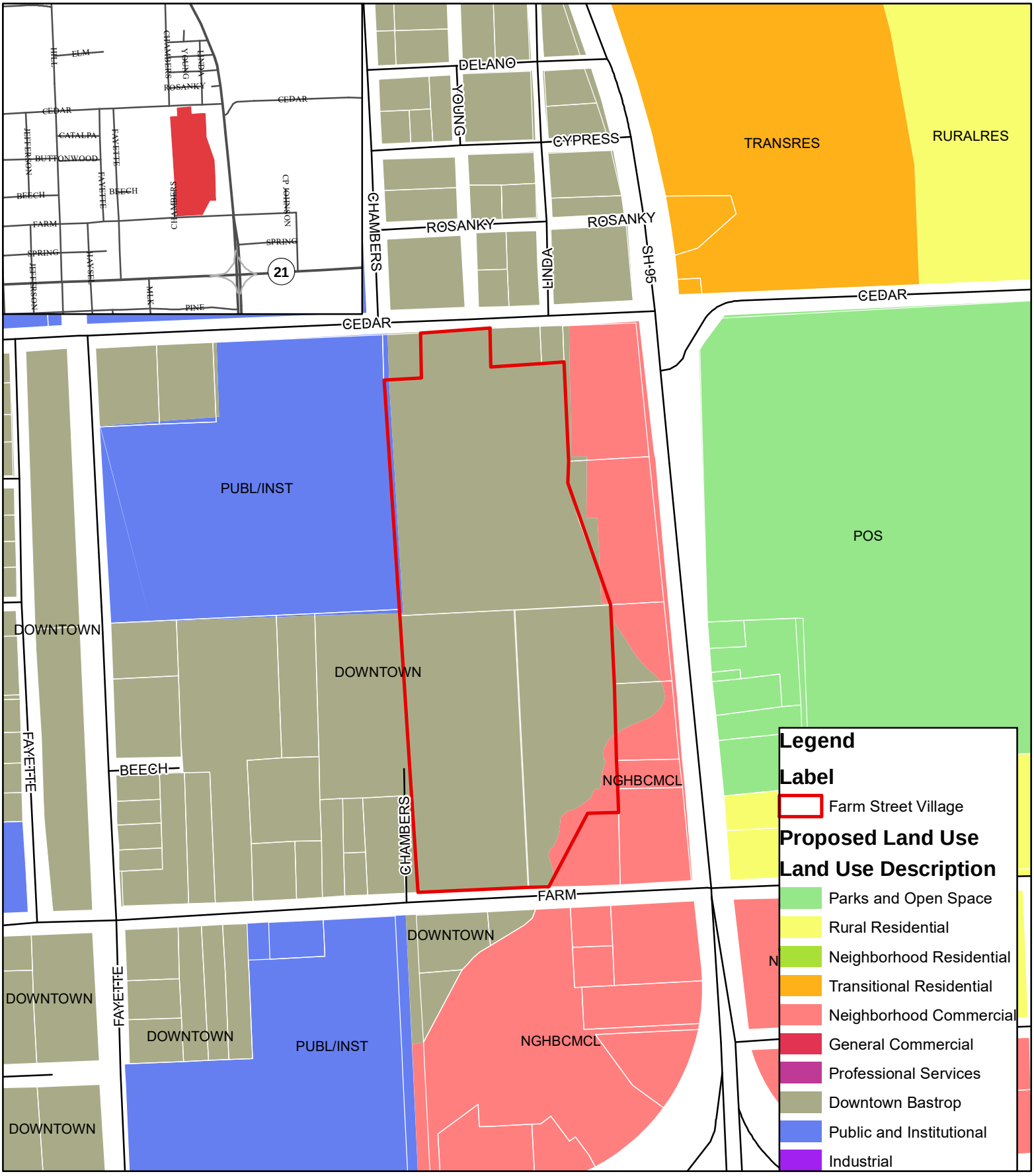
Zoning Map
Zoning Concept Scheme

1 inch = 330 feet

N

Date: 9/24/2021

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



BASTROPTX
Heart of the Lost Pines
Est. 1832

1 inch = 330 feet

Future Land Use Map
Zoning Concept Scheme Request

N

Date: 9/24/2021

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

TO: Sallie Burchett/Structure Texas, Applicant

From: Trey Job, Assistant City Manager

Date: July 22, 2021

Subject: Warrant Determination - #21-000184 – Denied with conditions

==========

In order to approve a warrant one of the three B³ Code Intents must be met.

The intent of the Code is to establish the Standards that enable, encourage, and ensure the community achieves:

1. Fiscal Sustainability – new development and redevelopment must be done with a focus on the intersection of the Public and Private Realms. This is the area where city and utility infrastructure is maintained in a efficient manner and the commercial development creates a complete neighborhood.

2. Geographically Sensitive Developments – development will retain its natural form and visual character derived from the topography.

3. Perpetuation of Authentic Bastrop – The B³ Code will perpetuate the built form that has been predominate over the City's 189-year history. The recent trend of allowing parking and automobile traffic as the predominate feature has created a pattern that is contrary to the historical building patterns of the City and creates sites/buildings that are not adaptable and sustainable in the long-term.

The applicant has requested warrants from the following code requirements:

1. Section 7.1.002 (c) New Streets shall be required when shown on the City's adopted Master Thoroughfare Plan. In addition, each Farm Lot shall include internal Streets to create Building Blocks.
2. Section 7.1.002 (d) Street Arrangement: The Bastrop Master Transportation Plan and Thoroughfare Master Plan establish the foundation for the Mandatory Street Network. Unless otherwise approved by the City Council, provision shall be made for the extension of Streets through any new neighborhood. Off-center Street intersections with Streets in adjacent neighborhoods shall be avoided. All Streets shall be continuous or in alignment with existing Streets unless variations are deemed advisable by the Council due to topography and requirements of traffic circulation.

In addition to the two above, the following would also need to be approved, because eliminating public streets also affects the publicly dedicated block structure.

3. Section 7.4.002 Blocks (a) The Master Thoroughfare Plan provides the basic framework for the Block at a Farm Lot scale. The internal Street Network shall be structured to define blocks with the following maximum Block lengths and Block Perimeters (not including exterior R.O.W. dedication): P4 330 ft max / 1,320 ft. perimeter

- The applicant is requesting to use a combination of private drives and a public non-vehicular access easement for pedestrian access in lieu of providing publicly dedicated streets that are built to a city standard.
- For the three intents the applicant has provided the following justification:

    - Fiscal Sustainability: Our underwriting requirements and site constraints preclude public streets. Without the Farm Street Village, the City of Bastrop is forgoing property taxes and jobs/material sales associated with the $21MM construction project. Secondly, our investors require an operating reserve to accommodate all maintenance associated with repairing any paving. The development will pay for all maintenance, rather than the City of Bastrop.

    - Geographically Sensitive Developments: We will maintain a non-vehicular public connection running east-west from Chambers to Gill's Branch. It is unreasonable to expect this development to bear the burden of constructing a bridge to cross over Gill's Branch.

    - Perpetuation of Authentic Bastrop: From the perspective of the Farm Street Village resident, the grid connectivity is built to the B-3 Code establishing easy walkable connections to its neighbors and downtown. The nearby transportation network including our construction of Chambers Street is compatible with your street network requirements. Furthermore, we have spent many hours working with our architects to ensure that the multi-family buildings will complement the existing architectural fabric of downtown.

- Staff Analysis:
  In general, the concept plan meets the intent of the code to create small, multimodal blocks that bring buildings forward to create interaction between the Public and Private Realms, encouraging a pedestrian friendly environment.
- The required block structure is intended to continue the building block pattern that has endured for 189 years and allowed for development and redevelopment as buildings are built re-occupied by other uses within the block. In order to meet this goal, we will need to have 55.5-foot public access easement dedicate over the private driveways to ensure access and the ability to dedicate this area as a public right-of-way in the future as redevelopment occurs.

Based on these considerations, this Warrant request is denied unless the requirement for dedicating public access easements is met.

Sincerely,

Trey Job

Trey Job

Assistant City Manager

August 11, 2021

Trey Job
Assistant City Manager of Community Development
City of Bastrop
1311 Chestnut Street
Bastrop, Texas 78602

Re: Farm Street Village Warrant Request - Comment Memo

Dear Mr. Job:

We are pleased to learn that the City of Bastrop finds that the concept plan "meets the intent of the code to create small, multimodal blocks that bring buildings forward to create interaction between the Public and Private Realms, encouraging a pedestrian friendly environment." After reviewing the warrant request feedback received August 6, 2021, we are revising the concept to expand the non-vehicular access easements over all driveways and adjacent sidewalks. Providing full access for all modes of transportation except vehicles is consistent with the intent of the B3 Code. Encouraging non-vehicular access fully complements the historic building patterns of the City and perpetuates Authentic Bastrop. The image below overlays the proposed Farm Street Village into the existing urban fabric demonstrating a connected nature equal to or exceeding its neighboring land uses.



We understand that this deviates from the warrant conditions proposed by City Staff. We respectfully request that the Community Development Department present this revised warrant request with the zoning change application. I can be reached by phone at (512) 473-2527 or via email at sallie@structuretexas.com if necessary. Thank you.

Sincerely,

Sallie Burchett, AICP

Items for Individual Consideration

Consider action to approve the second reading of Ordinance No. 2021-15 of the City Council of the City of Bastrop, Texas, rezoning 15.824 acres out of Farm Lot 37 East of Main Street, located at 1500 Farm Street, within the City Limits of Bastrop, Texas from P3 Neighborhood to P4 Mix; as shown in Exhibit A, including a severability clause; and establishing an effective date.

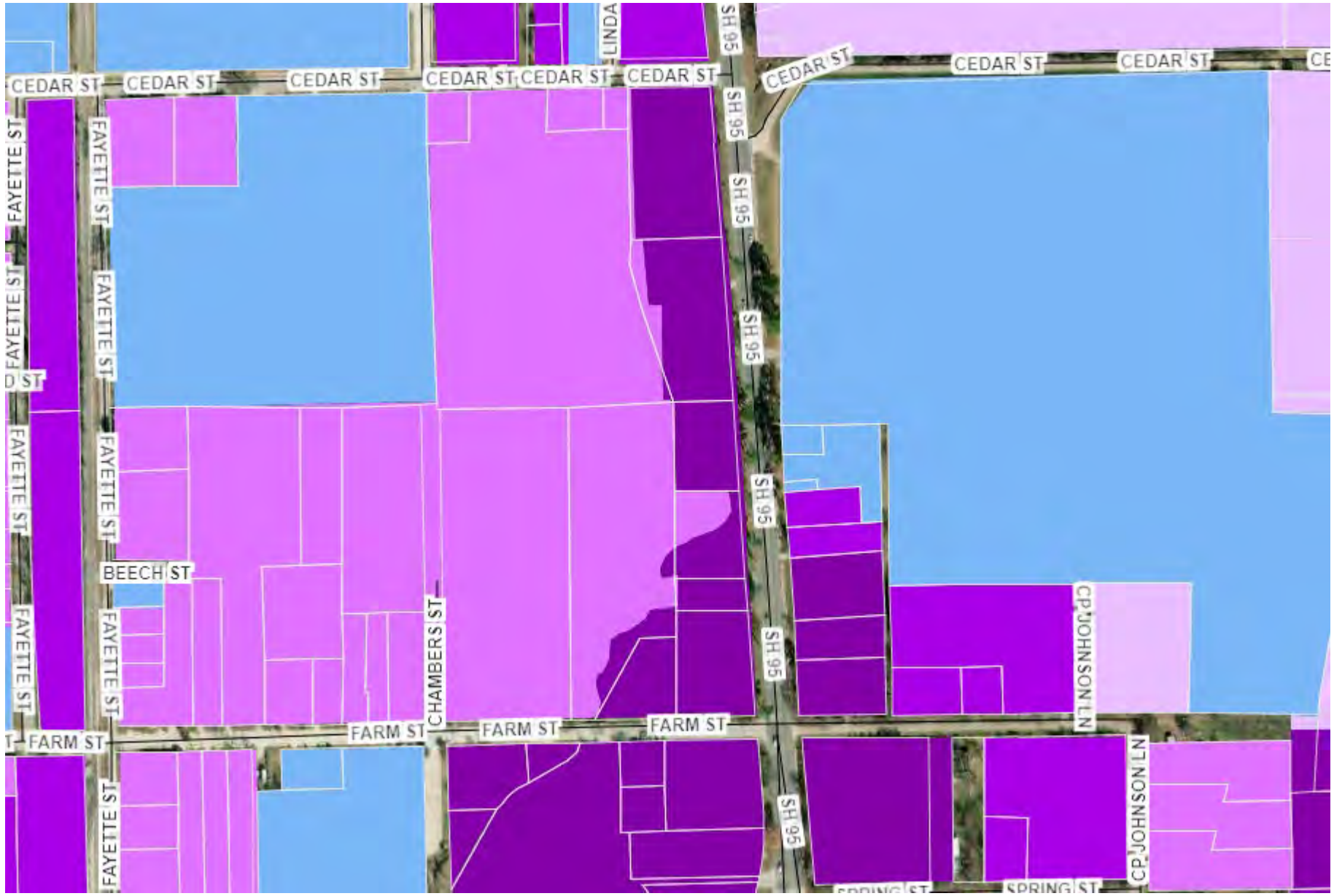
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Location Map

BASTROPTX
Heart of the Lost Pines / Est. 1832

Location Map



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Heart of the Lost Pines / Est. 1832

Farm Street Village

- P3 Neighborhood to P4 Mix
- 15.824 acres – portion of 2 farm lots
- Proposing Traditional Neighborhood Development pattern
  - Maintain building block structure

Farm Street Village

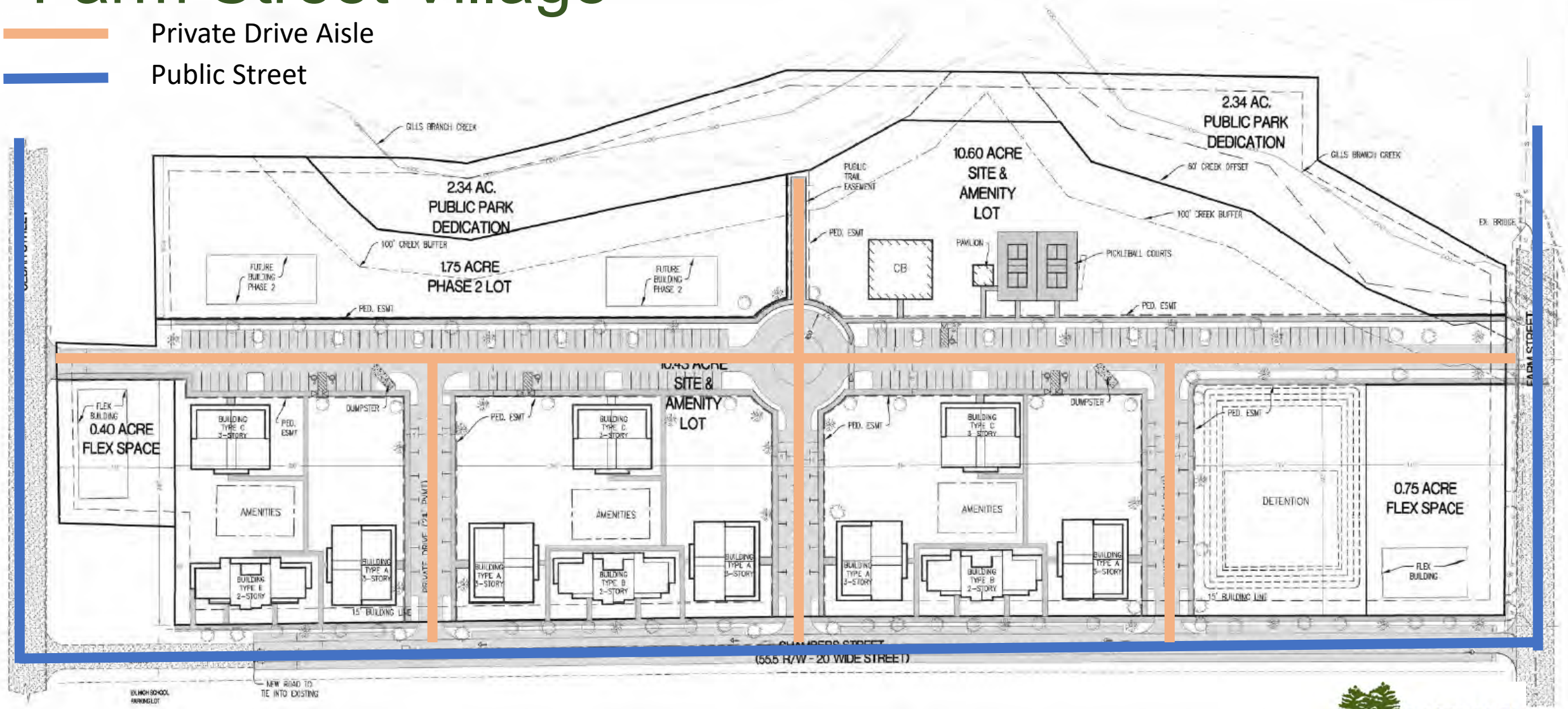
- Extension of Chambers Street between Farm and Cedar
  - Revised from First reading to show two lanes with no on-street parking
- Three drive aisles from Chambers Street into the development to a private drive aisle paralleling Chambers, creating 4 Building Blocks
  - Meets intent, but staff recommends a TIA to address neighborhood concerns
- Additional lots for clubhouse, amenities, and publicly dedicated open space between parallel drive aisle and Gills Branch

Farm Street Village

North

Private Drive Aisle

Public Street



Farm Street Village

- Building Type: Apartment Building (greater than 5 units)
- Buildings oriented toward Chambers Street
- Parking is located behind buildings and between buildings and Gills Branch/Open Space

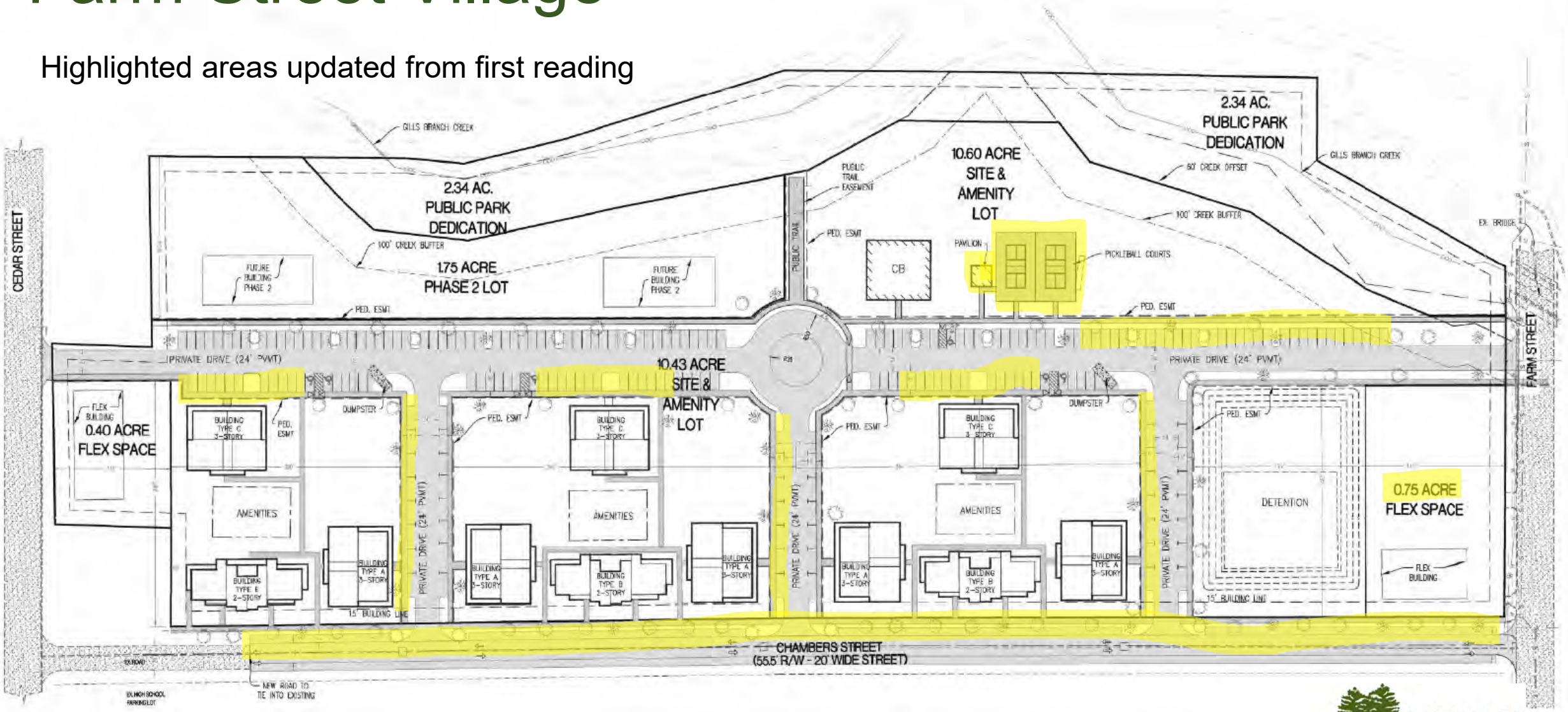
Farm Street Village – ZCS Updates

- Removed on-street parking
- Increased on-site parking to 216 spaces (previously 165 with on-street parking)
  - 1.5 per unit, plus 36 additional for future buildings
- Reduced flex lot on Farm Street to 0.75 acres to accommodate drainage detention
- Added pavilion and pickleball courts on amenity lot

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Farm Street Village

Highlighted areas updated from first reading



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Farm Street Village Drainage

- Conceptual Drainage Plan Approved
  - P4 – 70% Maximum Impervious Cover allowed
  - ZCS – 25%

- Gill's Branch Improvements

- Floodplain mitigation

- Further detail reviewed and approved during subdivision platting and site development plan

Farm Street Village Buildings

- Architectural styles match the Authentic Bastrop Pattern Book
- Streetscape Diversity: buildings must not be the same
- Corner Treatment: both street/drive aisle sides of the building are treated as public-facing facades, wrap around porches
- Residential home styles transitioned toward denser, commercial corridors

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Farm Street Village views from Chambers Street





Farm Street Village views from Chambers Street



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Heart of the Lost Pines / Est. 1832

Farm Street Village Process Moving Forward

- Tax credit consideration (City Council)
- Subdivision platting (P&Z)
- Traffic Impact Analysis (Admin)
- Drainage and public improvement plans (Admin)
- Site development plan and certificates of appropriateness (Admin)
- Building permits (Admin)

Public Feedback

- Total: 18
- In Favor: 2
- No Objection: 0
- Opposed: 12 (plus 4 duplicates)

Recommendation

The Planning Director recommends approval of the Farm Street Village Zoning Concept Scheme to change the Place Type and the applicant conduct a Traffic Impact Analysis to identify any proportional share of improvements.

STAFF REPORT

MEETING DATE: December 14, 2021 **AGENDA ITEM**: 12C

TITLE:
Consider action to approve Resolution No. R-2021-121 of the City Council of the City of Bastrop, Texas regarding the Bastrop Central Appraisal District (CAD) election voting for the 2022-2023 Board of Directors; establishing a repealing clause; and providing an effective date.

STAFF REPRESENTATIVE:
Ann Franklin, City Secretary

BACKGROUND/HISTORY:
There are five (5) board of directors on the ballot for re-election. Each will be elected if they receive at least one vote. The City of Bastrop receives 203 votes based on the proportion of the 2018 levy. The 203 votes may be cast: 100% of the votes cast for one candidate; 203 votes divided equally among the five candidates; or 203 votes divided among however many candidates desired. The number of votes should equal 203.

RECOMMENDATIONS:
Consider action to approve Resolution No. R-2021-121 of the City Council of the City of Bastrop, Texas regarding the Bastrop Central Appraisal District (CAD) election voting for the 2022-2023 Board of Directors; establishing a repealing clause; and providing an effective date.

ATTACHMENTS:
- Resolution
- Election of Board of Directors Letter

RESOLUTION R-2021-121

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, REGARDING THE BASTROP CENTRAL APPRAISAL DISTRICT ELECTION VOTING FOR THE 2022-2023 BOARD OF DIRECTORS; ESTABLISHING A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City of Bastrop participates in the Bastrop Central Appraisal District; and

WHEREAS, under the Texas Property Tax Code, Section 6.03, election of the Bastrop Central Appraisal District's Board of Directors is the responsibility of the governing bodies of the taxing entities of Bastrop County; and

WHEREAS, the City of Bastrop is allocated 203 votes out of a total of 5,000 to cast for the candidate(s) of its choice; and

WHEREAS, the City of Bastrop met in open session to consider the casting of the votes to which they are entitled; and

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

The City of Bastrop does hereby **RESOLVE** to cast their votes for the following individual(s) as a Member of the Bastrop Central Appraisal District Board of Directors.

Candidate(s)	**Votes Cast:**
Archer, Bill	_____
Glass, David	_____
Hector, William (Bill)	_____
Owens, Ellen	_____
Redd, David	_____

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 14th day of December, 2021.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney



BASTROP CENTRAL APPRAISAL DISTRICT

P.O. DRAWER 578 • BASTROP, TEXAS 78602-0578
PHONE (512) 303-1930 • FAX (512) 303-4805

BOARD OF DIRECTORS

DAVID REDD
Chairman

BILL HECTOR
Secretary

RODERICK EMANUEL
DAVID GLASS
DENNIS SNYDER
ELLEN OWENS

FAUN CULLENS, RPA CCA
Chief Appraiser

October 22, 2021

The Hon. Connie Schroeder, Mayor
City of Bastrop
P. O. Box 427
Bastrop TX 78602

Dear Mayor Schroeder:

Enclosed is the resolution to provide to your governing body which may be used to vote for members of the Board of Directors of the Bastrop Central Appraisal District. The term begins January 1, 2022 and ends December 31, 2023.

Each voting unit must cast its vote by written resolution and submit it to the Chief Appraiser before **December 15, 2021.** The **City of Bastrop** has **203** votes out of a total of 5,000 to cast for the candidate(s) of its choice.

The resolution should be placed on an agenda of your governing body, and when approved, be sent back to me as election administrator. You may send it to P. O. Box 578, Bastrop, TX 78602, fax it to 512-303-4805, or attach it to an e-mail addressed to faun@bastropcad.org.

As always, if you have questions, please call me.

Sincerely yours,

Faun Cullens

Faun Cullens, RPA, CCA
Chief Appraiser

Enclosure

cc: Mr. Paul Hofmann, City Manager
Tracy Waldron, Chief Financial Officer

STAFF REPORT

MEETING DATE: December 14, 2021 **AGENDA ITEM**: 12D

TITLE:
Consider action to approve Resolution No. R-2021-115 of the City Council of the City of Bastrop, Texas, calling for and establishing the procedures for a January 29, 2021, Special Election for Bastrop, Texas; and providing an effective date.

AGENDA ITEM SUBMITTED BY:
Ann Franklin, City Secretary

BACKGROUND/HISTORY:
Texas Election Code

Chapter 3. Ordering Election

Sec. 3.001. Order Required
Each general and special election shall be ordered as provided by this chapter.
Sec. 3.004. Election of Political Subdivision.
(a)The following authority shall order an election:
(1) the county judge, for the general election for officers of the county government;
(2) the mayor, for the general election for city officers in a city with a population of 1.9 million or more; and
(3) the governing body of a political subdivision, other than a county or a city described by Subdivision (2), that has elective offices, for the general election for those officers.

FISCAL IMPACT:
Estimated Amount:

- Single Participant Election - $21,010.94

This cost was not approved in the 2019-2020 FY budget.

RECOMMENDATION:
Ann Franklin, City Secretary recommends approval of Resolution No. R-2021-115 of the City Council of the City of Bastrop, Texas, calling for and establishing the procedures for a January 29, 2021, Special Election for Bastrop, Texas; and providing an effective date.

ATTACHMENTS:

- Resolution – English
- Resolution – Spanish
- Exhibit A

RESOLUTION NO. R-2021-115

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CALLING FOR AND ESTABLISHING THE PROCEDURES FOR A JANUARY 29, 2022, SPECIAL ELECTION TO FILL VACANCY IN OFFICE FOR BASTROP TEXAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the laws of the State of Texas and the City of Bastrop, provide that on **January 29, 2022**, there shall be elected the following official for the City at a special election to fill vacancy in office:

Place 3 – Council Member at Large, for an unexpired Term of 1 year and 6 months and,

WHEREAS, the laws of the State of Texas further provide that the Election Code of the State of Texas is applicable to the elections, and in order to comply with said Code, a resolution shall be passed establishing the procedures to be followed in the elections, and designating the voting places for the elections.

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

Section 1. That all candidates, for the special election to be held on **January 29, 2022,** for the above mentioned City office, shall file their application to become a candidate with the City Secretary of the City of Bastrop, at City Hall, 1311 Chestnut Street, Bastrop, Texas 78602 or by email at afranklin@cityofbastrop.org on or before **5:00 p.m. on December 20**, **2021**, the fortieth (40th) day before the election, and that all of the applications shall be on a form as prescribed by Section 141.031 of the Election Code of the State of Texas.

Section 2. The order in which the names of the candidates are to be printed on the ballot for the general election shall be determined by a drawing by the Bastrop City Secretary as provided by Section 52.094 of the Election Code.

Section 3. This City has six (6) election precincts and the election shall be held at the following location:

For Election Precincts 1001, 1003, 1004, 1005, 2010 and 2011 (including all of the area within the boundaries of the Bastrop City limits) the election polling place shall be at Ascension Catholic Church Bastrop, 804 Pine St., Bastrop, Texas, 78602.

Section 4. The County Elections Administrator is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct the elections. Voting at such elections shall be prepared in conformity to the Texas Election Code.

Section 5. Section 61.012 of the Texas Election Code requires that the Bastrop City Council must provide at least one accessible voting system in each polling place used in a Texas election on or after January 1, 2006. This system must comply with state and federal laws setting the requirements for voting systems that permit voters with physical disabilities to cast a secret ballot.

Section 6. The Office of the Texas Secretary of State has certified that the Election Systems & Software's (ES&S) EVS 6110 which includes the Express Vote ballot marking device, the DS850 central scanner, and the DS200 precinct scanner is an accessible voting system that may legally be used in Texas elections.

Section 7. Sections 123.032 and 123.035 of the Texas Election Code authorize the acquisition of voting systems by local political subdivisions and further mandate certain minimum requirements for contracts relating to the acquisition of voting of such voting systems.

Section 8. As chief elections officer as appointed by the Bastrop City Council, **the Elections Administrator** must, according to Section 61.012 of the Texas Election Code provide at least one accessible voting system in each polling place used in a Texas election on or after January 1, 2006. This system must comply with state and federal laws setting the requirements for voting systems that permit voters with physical disabilities to cast a secret ballot.

Section 9. The following named persons are hereby appointed officers for the special election:

For Election Precincts 1001, 1003, 1004, 1005, 2010 and 2011 – Geneva Bratrud shall serve as Presiding Judge;

For Election Precincts 1001, 1003, 1004, 1005, 2010 and 2011 – William Bratrud shall serve as Alternate Presiding Judge;

The clerks for the election will be appointed by the Presiding Judge, in a number not to exceed six (6) clerks.

Section 10. The polls at the above designated polling place shall be open on the Election Day from 7:00 a.m. to 7:00 p.m.

Section 11. Kristin Miles is hereby appointed Clerk for Early Voting. Early voting begins on January 12, 2022, the seventeenth (17th) day before the election and ends on January 25, 2022, the fourth (4th) day preceding the date of the election.

EARLY VOTING DATES, TIMES, AND LOCATIONS

Main Location:
Bastrop County Courthouse Annex, Lower Level Conference Room, 804 Pecan St., Bastrop, Texas 78602.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
		January 12 **8:00 a.m.-** **5:00 p.m.**	**January 13** **8:00 a.m.-** **5:00 p.m.**	**January 14** **8:00 a.m.-** **5:00 p.m.**
January 17 **NO VOTING** **STATE** **HOLIDAY**	**January 18** **8:00 a.m. –** **5:00 p.m.**	**January 19** **8:00 a.m.-** **5:00 p.m.**	**January 20** **8:00 a.m.-** **5:00 p.m.**	**January 21** **8:00 a.m.-** **5:00 p.m.**
January 24 **7:00 a.m.-** **7:00 p.m.**	**January 25** **7:00 a.m.-** **7:00 p.m.**			

Section 12. Ballot applications and ballots voted by mail should be addressed to the Early Voting Clerk, Kristin Miles, Bastrop County Elections Administrator, 804 Pecan Street, Bastrop, Texas 78602. Applications for ballots by mail must be received no later than the close of business on January 18, 2022, the eleventh (11^{th}) day before the election.

Section 13. For Elections Precincts 1001, 1002, 1003, 1022, 2009 and 2011, Staci Calvert is hereby appointed as Presiding Judge of the Early Voting Ballot Board. In accordance with Section 87.002 et seq. of the Texas Election Code the presiding judge shall appoint at least two (2) other members to the Early Voting Ballot Board and shall process early voting results in accordance with the Texas Election Code.

Section 14. The Presiding Judge and Alternate Presiding Judge will receive compensation at the rate of $12.00 per hour. The Clerks will receive compensation at the rate of $10.00 per hour. The Presiding Judge or his/her designee will receive an additional $25.00 for picking up the election supplies prior to Election Day and for returning the supplies after the polls close.

Section 15. The special election shall be held in accordance with the Election Code of this State and only resident qualified voters of the City shall be eligible to vote at the election.

Section 16. The Mayor shall give notice of this election in accordance with the terms and provisions of Sections 4.004, 83.010, 85.004 and 85.007 of the Election Code, and all necessary orders and writs for the elections shall be issued by the proper authority. Returns of the elections shall be made to the City Council immediately after the closing of the polls.

Section 17. It is further found and determined that in accordance with the order of this governing body, the City Secretary will post notice of the date to hold the drawing for a place on the ballot on the bulletin board located in the City Hall, a place convenient and readily accessible to the general public, and the notice will be posted and remain posted continuously for at least

seventy-two (72) hours preceding the scheduled time of the meeting. A copy of the return of the posting shall be attached to the minutes of this meeting and shall be made a part thereof for all intents and purposes.

Section 18. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby adopted and made a part of this Resolution for all purposes.

Section 19. If any section, subsection, sentence, clause or phrase of this resolution is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this resolution.

Section 20. This resolution shall be in full force and effect from and after its passage on the date shown below; provided that if any term or provision of this resolution conflicts with, or is inconsistent with, the Texas Elections Code, the Texas Election Code shall govern and control and the Election Officer shall comply with the Texas Election Code.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 14th day of December, 2021.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

RESOLUCIÓN NÚM. R-2021-115

UNA RESOLUCIÓN DEL CONSEJO DE LA CIUDAD DE BASTROP, TEXAS PARA CONVOCAR E INSTITUIR PROCEDIMIENTOS PARA UNA ELECCIÓN ESPECIAL EL 29 DE ENERO, 2022 PARA LLENAR UNA VACANTE EN UN PUESTO DE LA CIUDAD DE BASTROP, TEXAS; Y PARA DISPONER LA FECHA DE VIGOR.

POR CUANTO, Las leyes del Estado de Texas y de la Ciudad de Bastrop, disponen que el **29 de enero, 2022** será electo el/la siguiente oficial de la Ciudad en una elección especial para llenar una vacante en el puesto:

Puesto 3 – Miembro del Consejo de la Ciudad entera, para un plazo de 1 año y 6 meses, y

POR CUANTO, Las leyes del Estado de Texas además disponen que el Código Electoral del Estado de Texas aplica a las elecciones, y que, para cumplir con dicho Código, una resolución deberá aprobarse instituyendo procedimientos para llevar a cabo las elecciones y para designar los sitios de votación de las elecciones.

AHORA, POR LO TANTO, RESUÉLVASE POR EL CONSEJO MUNICIPAL DE LA CIUDAD DE BASTROP, TEXAS:

Sección 1. Que todos los candidatos en la elección especial que se efectuará el **29 de enero, del 2022** para el antedicho puesto de la Ciudad, archivarán sus solicitudes para ser candidatos con la Secretaria de la Ciudad de Bastrop, en el Edificio Municipal (*City Hall*), 1311 Chestnut Street, Bastrop, Texas 78602 o por correo electrónico *(email*) a afranklin@cityofbastrop.org, en o antes de las **5:00 P.M. el 20 de diciembre, 2021**, que es el cuarentavo (40vo) día anterior a la elección, y que todas las solicitudes serán en un formulario prescrito por la Sección 141.031 del Código Electoral del Estado de Texas.

Sección 2. El orden en cual los nombres de los candidatos serán impresos en la boleta de la elección especial se determinará por un sorteo efectuado por la Secretaria de la Ciudad de Bastrop de acuerdo con las provisiones de la Sección 52.094 del Código Electoral.

Sección 3. La Ciudad cuenta con seis (6) precintos electorales y la elección será llevada a cabo en el siguiente sitio:

Para los precintos electorales 1001, 1003, 1004, 1005, 2010 y 2011 (incluyendo todo el área dentro de los límites de la Ciudad de Bastrop) el sitio de votación será en Ascension Catholic Church, 804 Pine St., Bastrop, Texas.

Sección 4. El/la Administrador/a de Elecciones del Condado por la presente queda autorizado/a y se le instruye que proporcione y entregue todos los suministros electorales necesarios para llevar a cabo las elecciones. La votación en dicha elección será preparada en conformidad con el Código Electoral de Texas.

Sección 5. La Sección 61.012 del Código Electoral de Texas requiere que El Consejo Municipal de la Ciudad de Bastrop proporcione al menos un sistema de votar accesible en cada sitio de votación del tipo que desde la fecha del 1 de enero, 2006 se ha utilizado en toda elección efectuada en Texas. Dicho sistema deberá cumplir con las leyes estatales y federales que decretan los requisitos para sistemas de votar que permiten a votantes con discapacidades físicas emitir/votar su boleta en secreto.

Sección 6. La Oficina del Secretario de Estado de Texas ha certificado que el equipo electoral llamado Election Systems & Software (ES&S) EVS 6110 que incluye el equipo de votación exprés para marcar boletas junto con el equipo de escaneo central DS850, y el escaneador de precinto DS200 que es sistema accesible para votar que se puede usar legalmente en las elecciones de Texas.

Sección 7. Las Secciones 123.032 y 123.035 del Código Electoral de Texas autorizan adquisición de sistemas de votación por subdivisiones locales políticas y además ordenan cumplimiento con ciertos requisitos mínimos para contratos relacionados con la adquisición de dichos sistemas de votación.

Sección 8. En su puesto de oficial electoral principal nombrado por el Consejo de la Ciudad de Bastrop, **el/la Administrador/a Electoral** deberá proporcionar de acuerdo con la Sección 61.012 del Código Electoral de Texas al menos un sistema de votación accesible en cada sitio de votación utilizado en cualquier elección de Texas que sea llevada a cabo en o después del 1 de enero, 2006. Dicho sistema deberá cumplir con las leyes estatales y federales que establecen los requisitos para sistemas de votación que permiten a votantes discapacitados emitir sus boletas en secreto.

Sección 9. Las siguientes personas son por lo presente nombradas oficiales de la elección especial:

Para los Precintos Electorales 1001, 1003, 1004, 1005, 2010 y 2011-Geneva Bratrud será Juez Presidente;

Para los Precintos Electorales 1001, 1003, 1004, 1005, 2010 y 2011-William Bratrud será Juez Presidente Alterno;

Los/las secretarios/as de la elección serán nombrados por el/la Juez Presidente, y no han de ser más de seis (6) secretarios/as.

Sección 10. Las casillas electorales en los sitios de votación indicados arriba estarán abiertas el Día de Elecciones de las 7:00 a.m. a las 7:00 p.m.

Sección 11. Kristen Miles por lo presente es nombrada Secretaria de la Votación Adelantada. La votación adelantada se inicia el 12 de enero, 2022, el decimoséptimo (17vo) día antes de la elección y se concluye el 25 de enero, 2022, el cuarto (4to) día antes de la fecha de la elección.

FECHAS DE LA VOTACIÓN ADELANTADA, HORAS, Y UBICACIONES

Sitio Principal:

Anexo de la Corte del Condado Bastrop, Sala de Conferencias en la planta baja

(*Bastrop County Courthouse Annex, Lower Level Conference Room*), 804 Pecan Street, Bastrop, Texas 78602

LUNES	MARTES	MIÉRCOLES	JUEVES	VIERNES
		12 de enero 8:00 a.m.- 5:00 p.m.	**13 de enero 8:00 a.m.- 5:00 p.m.**	**14 de enero 8:00 a.m.- 5:00 p.m.**
17 de enero **NO HAY VOTACIÓN** **DÍA FESTIVO ESTATAL**	**18 de enero 8:00 a.m. – 5:00 p.m.**	**19 de enero 8:00 a.m.- 5:00 p.m.**	**20 de enero 8:00 a.m.- 5:00 p.m.**	**21 de enero 8:00 a.m.- 5:00 p.m.**
24 de enero 7:00 a.m.- 7:00 p.m.	**25 de enero 7:00 a.m.- 7:00 p.m.**			

Sección 12. Las solicitudes para boletas y las boletas que serán votadas por correo deberán enviarse al/la Secretario/a de la Votación Adelantada, Kristen Miles, Administradora de Elecciones del Condado de Bastrop (*Bastrop County Elections Administrator*), 804 Pecan Street, Bastrop, Texas 78602. Solicitudes de boletas por correo deberán recibirse a no más tardar del fin del día hábil el 18 de enero, 2022, que es el onceavo (11vo) día antes de las elecciones.

Sección 13. Para los Precintos Electorales 1001, 1002, 1022, 2009, y 2011, Staci Calvert por lo presente es nombrado/a Juez Presidente de la Junta de Boletas de la Votación Adelantada. De acuerdo con la Sección 87.002 et seq. del Código Electoral de Texas dicho juez presidente nombrará al menos dos (2) miembros adicionales a la Junta de Boletas de la Votación Adelantada y procesará los resultados de la votación adelantada de acuerdo con el Código Electoral de Texas.

Sección 14. El Juez Presidente y el Juez Presidente Alterno recibirán compensación de $12.00 por hora. Los secretarios recibirán compensación de $10.00 por hora. El Juez Presidente o su designado recibirán $25.00 adicional por recoger los suministros de la elección antes de llevarse a cabo la elección el Día de la Elección, y por devolver los suministros después de cerrarse los sitios de votación.

Sección 15. La Elección General se llevará a cabo de acuerdo con el Código Electoral de este Estado y solo votantes residentes calificados de dicha Ciudad serán elegibles para votar en la elección.

Sección 16. El Alcalde dará aviso de esta elección de acuerdo con los términos y provisiones de las secciones 4.004, 83.010, 85.004, y 85.007 del Código Electoral, y todas las órdenes y decretos pertinentes a las elecciones serán emitidos por la autoridad apropiada. Los resultados de las elecciones se reportarán al Consejo Municipal inmediatamente después de cerrarse los sitios de votación.

Sección 17. Además se afirma y determina que de acuerdo con la orden de este cuerpo gubernamental, la Secretaria de la Ciudad fijará el aviso de la fecha para llevar a cabo el sorteo para ser apuntado en la boleta y dicho aviso será en el tablón de anuncios ubicado en el Edificio Municipal (City Hall), lugar conveniente y muy accesible al público en general, y que dicho aviso será fijado y permanecerá fijado continuamente al menos por setenta y dos (72) horas antes de la hora indicada de la reunión. Una copia del recibo indicando que se ha fijado el aviso será adjuntada a los minutos de esta reunión y será considerada ser parte de lo mismo para todo propósito.

Sección 18. Los considerandos del preámbulo por la presente se determinan ser verdaderos, y tales considerandos por la presente son adoptados e integrados en esta resolución para todo propósito.

Sección 19. Si cualquier sección, subsección, oración, claúsula o frase de esta resolución se determina ser inconstitucional por cualquiera razón, tal determinación no afectará la validéz de las partes restantes de esta resolución.

Sección 20. La presente resolución estará en pleno vigor y efecto a partir de su aprobación en la fecha que se indica a continuación; siempre que si algún término o disposición de esta resolución entra en conflicto con, o es inconsistente con, el Código Electoral de Texas, el Código Electoral de Texas predominará y controlará y el/la Oficial Electoral cumplirá con el Código Electoral de Texas.

SE HA DEBIDAMENTE RESUELTO Y ADOPTADO por el Consejo Municipal de la Ciudad de Bastrop, este día, 14 de diciembre, 2021.

APROBADO:

_____

Connie B. Schroeder, Alcalde

CERTIFICADO:

_____

Ann Franklin, Secretaria de la Ciudad

APROBADO EN SU REDACCIÓN:

_____

Alan Bojorquez, Fiscal de la Ciudad

IN THE COMMISSIONERS COURT OF
BASTROP COUNTY, TEXAS

ORDER CONFORMING COUNTY ELECTION PRECINCTS
TO REVISED BASTROP COUNTY COMMISSIONER PRECINCTS

BE IT REMEMBERED, that on the 8th day of November, 2021, the Commissioners Court of Bastrop County, Texas, adopted revised boundaries for its Commissioners precincts, pursuant to Article V, Section 18 of the Texas Constitution, §81.021 of the Texas Local Government Code, and Chapter 42 of the Texas Election Code.

Pursuant to the provisions of Chapter 42, Texas Election Code, the Commissioners Court hereby approves the realignment of **County Election Precincts** to conform to the newly revised and adopted boundaries of the four County Commissioners Precincts.

A map showing the amended County Election Precincts is attached hereto as Exhibit 1. More detailed maps of the County Election Precincts in each County Commissioner Precinct are attached hereto as Exhibits 2 through 5. In addition, detailed maps of each County Election Precinct are available online at either of the following links: www.bastropvotes.org and www.co.bastrop.tx.us.

To the extent that any of the foregoing revised election precincts encompass territory inside a city with unincorporated territory outside of the affected city, the Commissioners Court, pursuant to §42.007 (1) and (2), finds that either of the two areas (within and without the incorporated city) cannot constitute a separate election precinct of suitable size or shape that contains the permissible number of voters, or cannot be combined with other territory on the same side of the city boundary to form an election precinct of a suitable size or shape that contains the permissible number of voters without causing another election precinct to fail to meet those requirements. The Commissioners Court hereby delegates sufficient discretion to the Office of Elections Administration to make such boundary adjustments to said election precincts to facilitate the effective administration of elections, and to pose the least inconvenience to the voters of the affected election precincts.

The above and foregoing changes to County Election Precincts shall take effect January 1, 2022, and will remain in effect until changed by further Order of this Commissioners Court.

PASSED AND APPROVED THIS 22 day of November, 2021.

County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

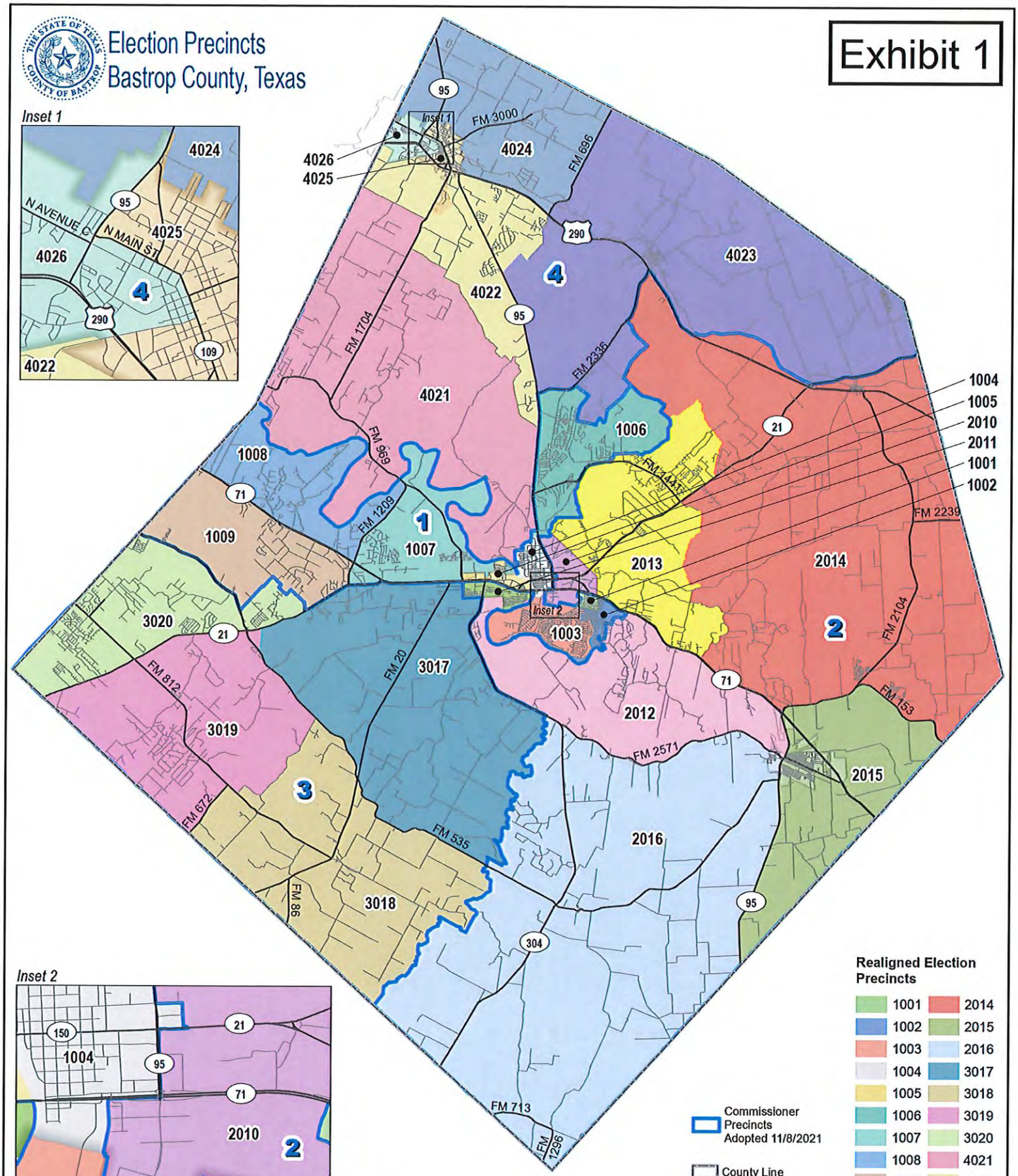
Commissioner, Precinct 3

Commissioner, Precinct 4

County Clerk

Election Precincts
Bastrop County, Texas

Exhibit 1

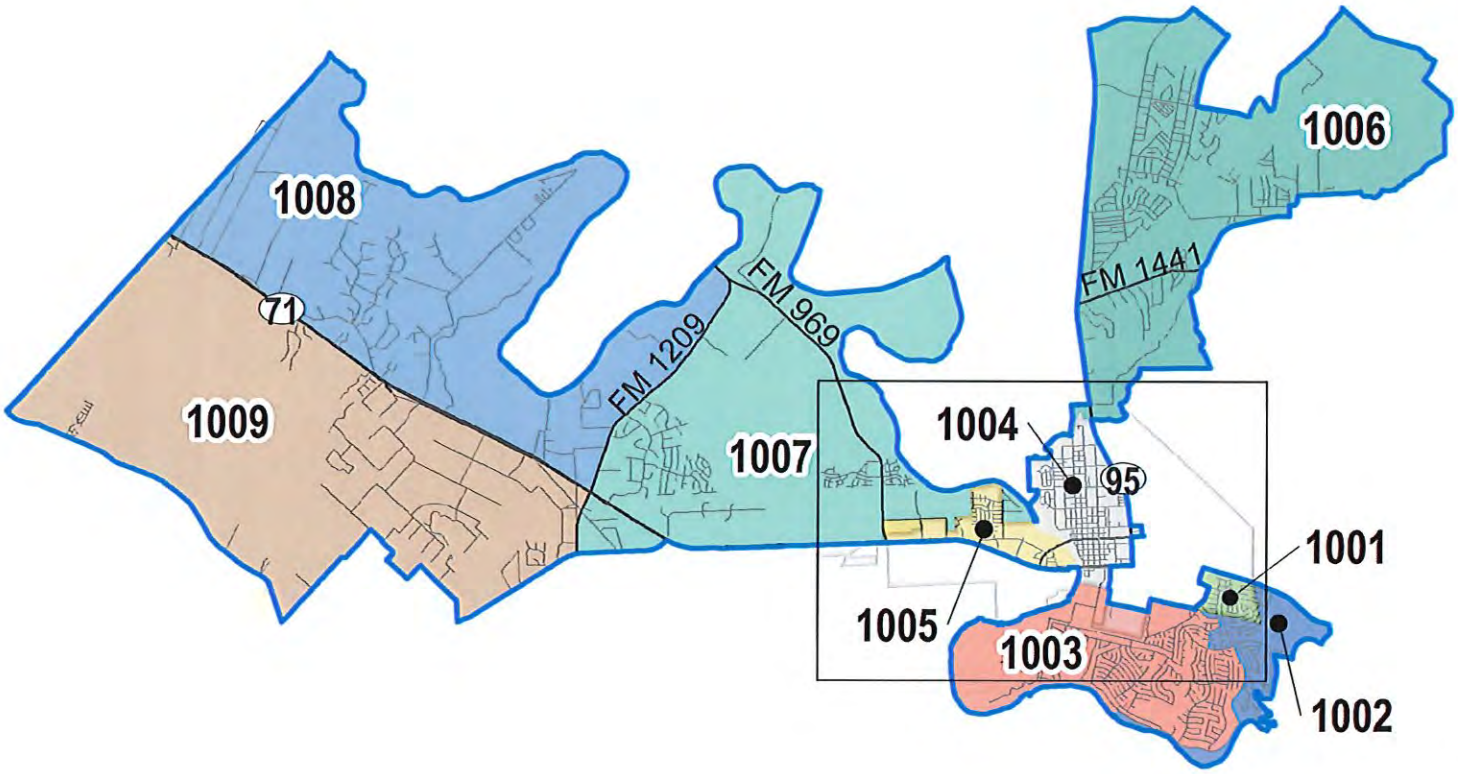


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Election Precincts
Bastrop County, Texas

Exhibit 2

Commissioner Precinct 1



Realigned Election Precincts

1001	2014
1002	2015
1003	2016
1004	3017
1005	3018
1006	3019
1007	3020
1008	4021
1009	4022
2010	4023
2011	4024
2012	4025
2013	4026

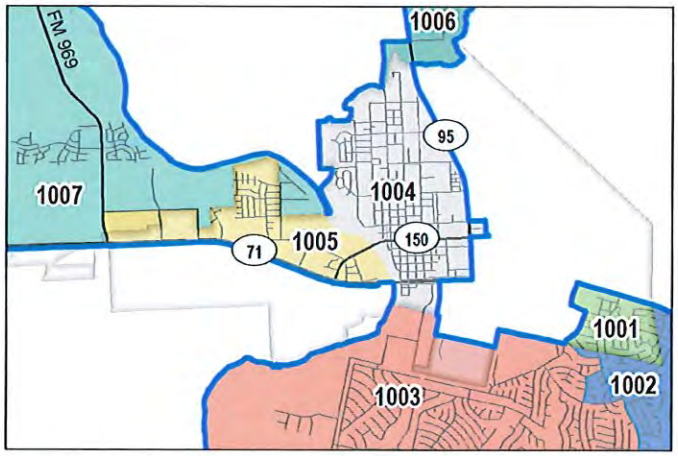
Commissioner Precincts Adopted 11/8/2021

US
SH
FM
Roadway/Access
City Limit

N

Feet
0 7,700

0 0.75 1.5
Miles

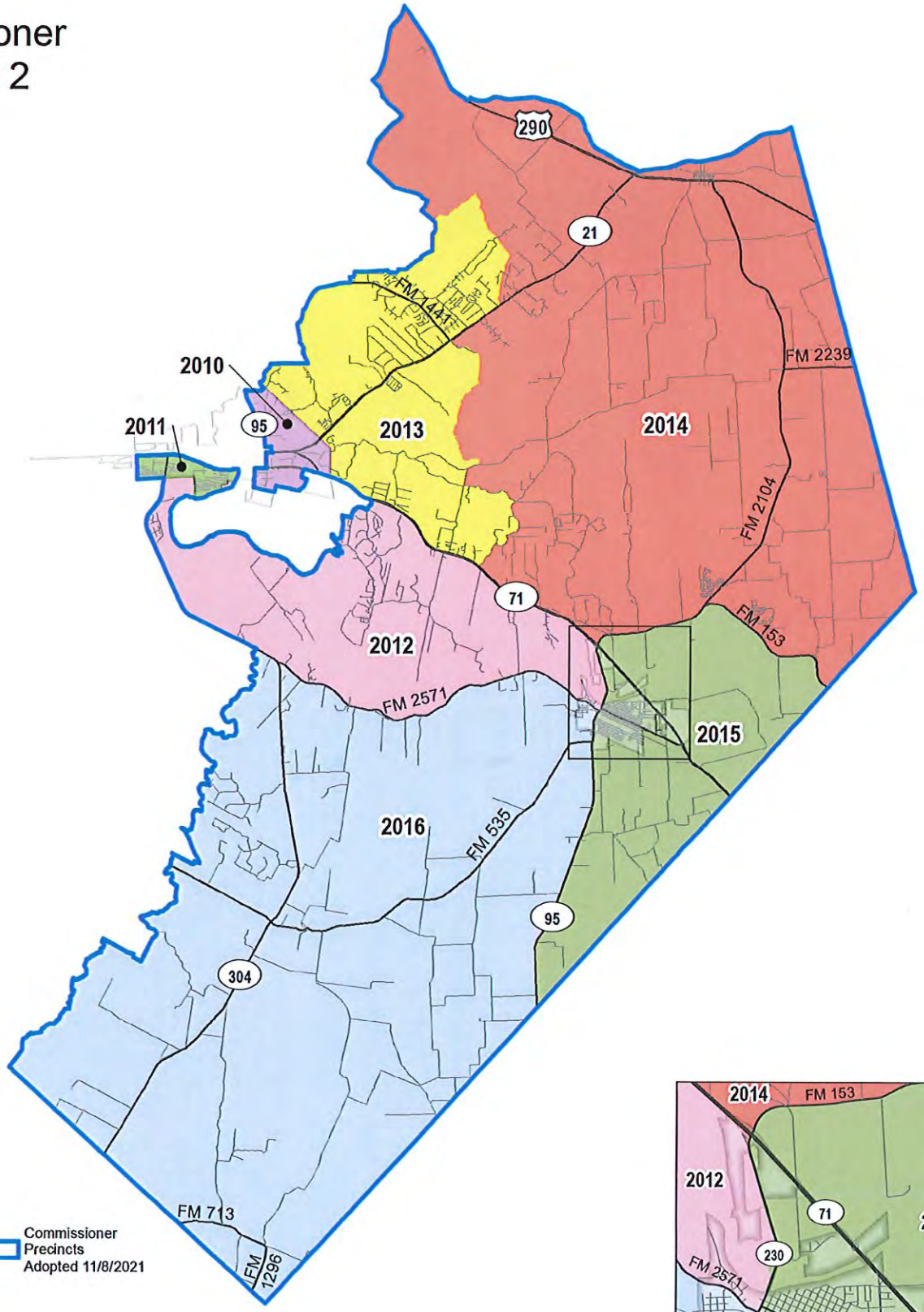


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Election Precincts
Bastrop County, Texas

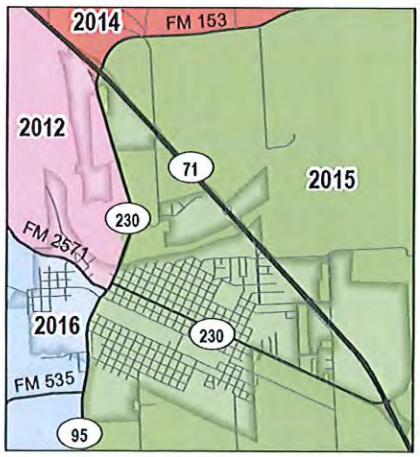
Exhibit 3

Commissioner Precinct 2



Realigned Election Precincts

1001	2014
1002	2015
1003	2016
1004	3017
1005	3018
1006	3019
1007	3020
1008	4021
1009	4022
2010	4023
2011	4024
2012	4025
2013	4026

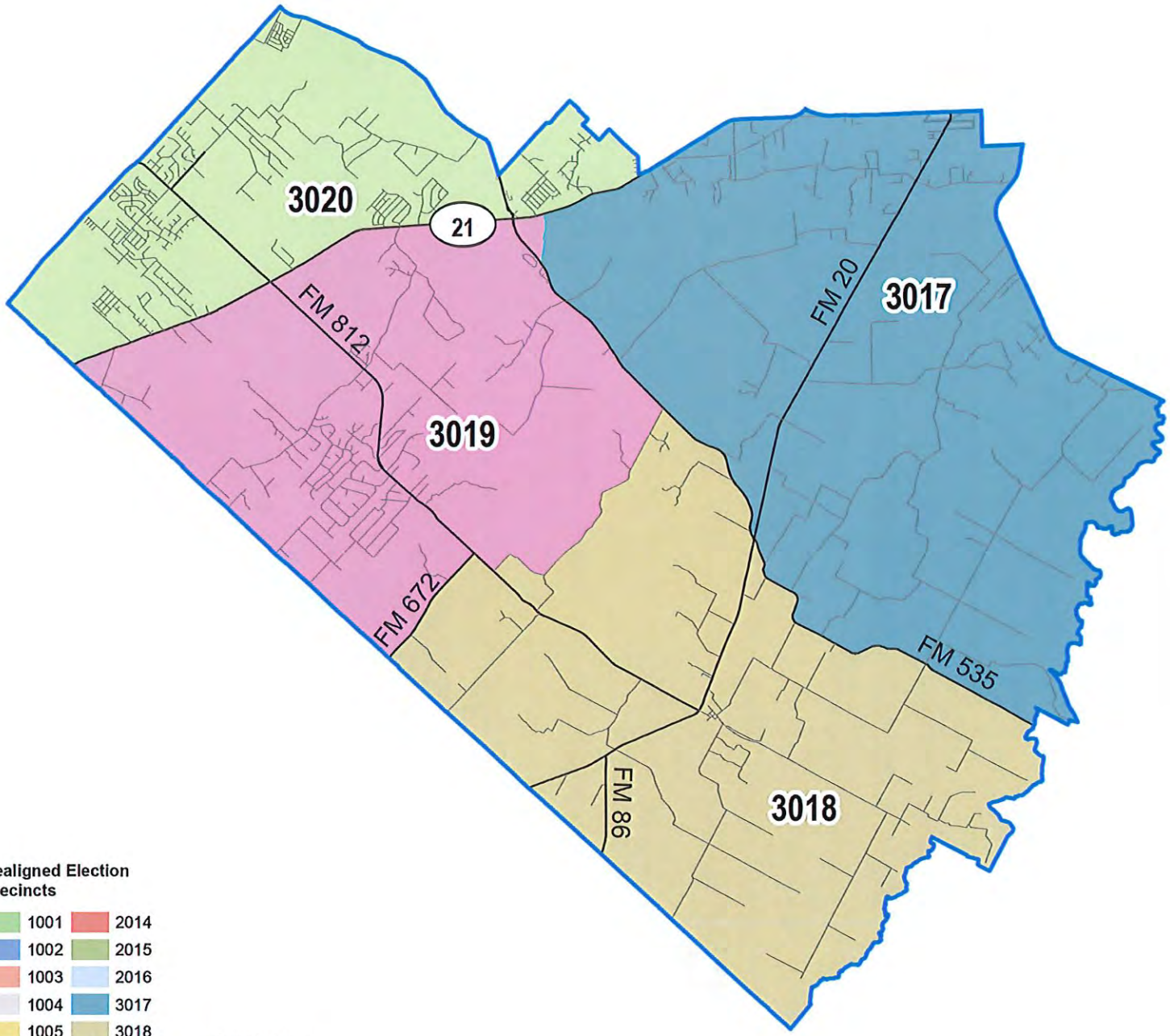


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Election Precincts
Bastrop County, Texas

Exhibit 4

Commissioner Precinct 3



Realigned Election Precincts

1001	2014
1002	2015
1003	2016
1004	3017
1005	3018
1006	3019
1007	3020
1008	4021
1009	4022
2010	4023
2011	4024
2012	4025
2013	4026

Commissioner Precincts Adopted 11/8/2021

US
SH
FM
Roadway/Access
City Limit

N

Feet
0 7,750

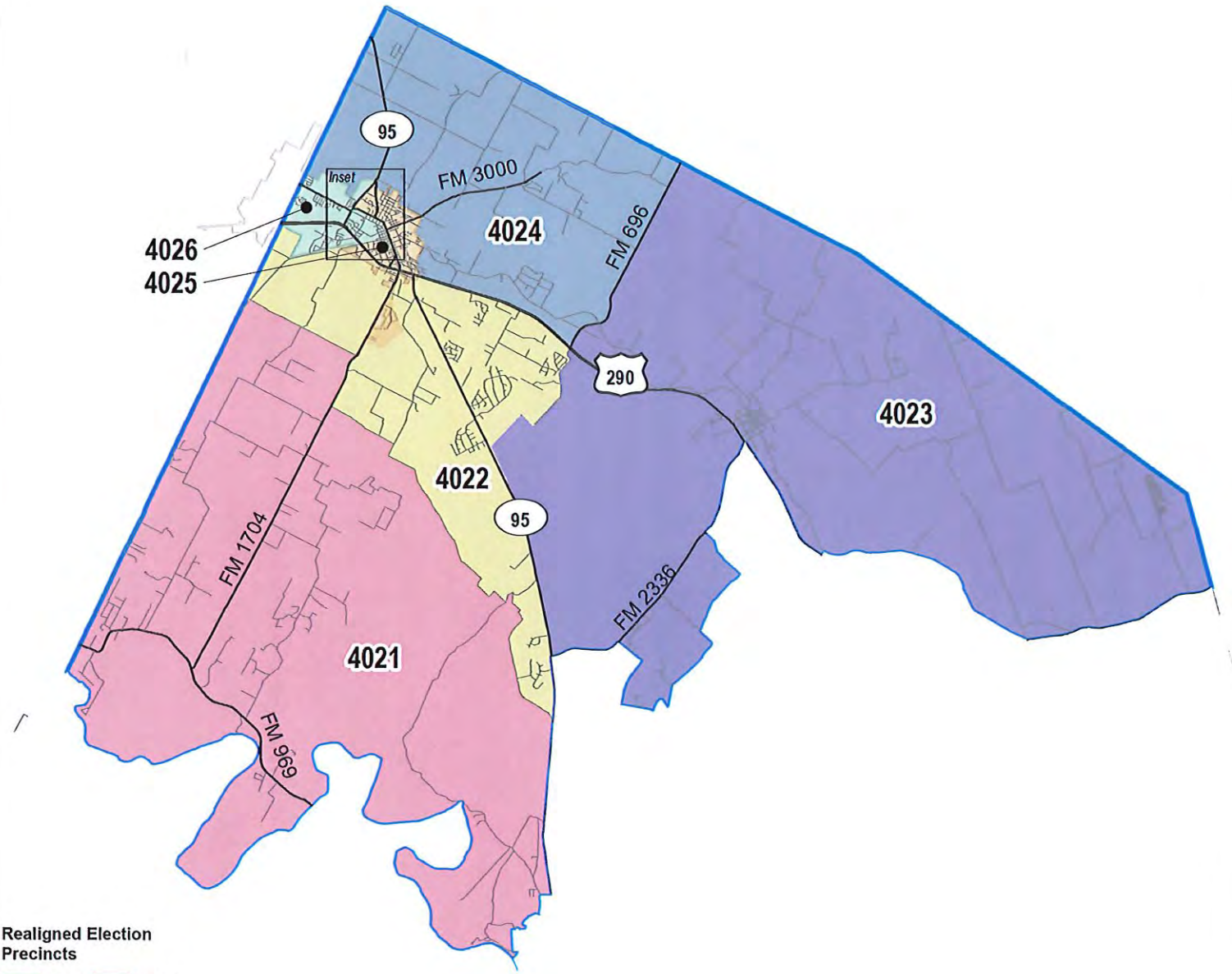
0 0.75 1.5
Miles

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Election Precincts
Bastrop County, Texas

Exhibit 5

Commissioner Precinct 4



Realigned Election Precincts

1001	2014
1002	2015
1003	2016
1004	3017
1005	3018
1006	3019
1007	3020
1008	4021
1009	4022
2010	4023
2011	4024
2012	4025
2013	4026

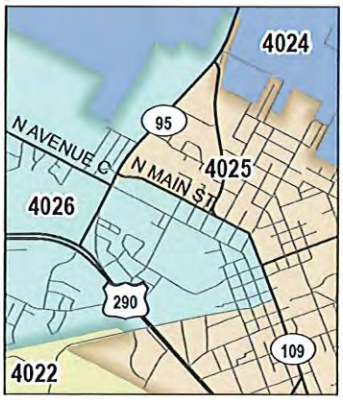
Commissioner Precincts Adopted 11/8/2021

US
SH
FM
Roadway/Access
City Limit

N

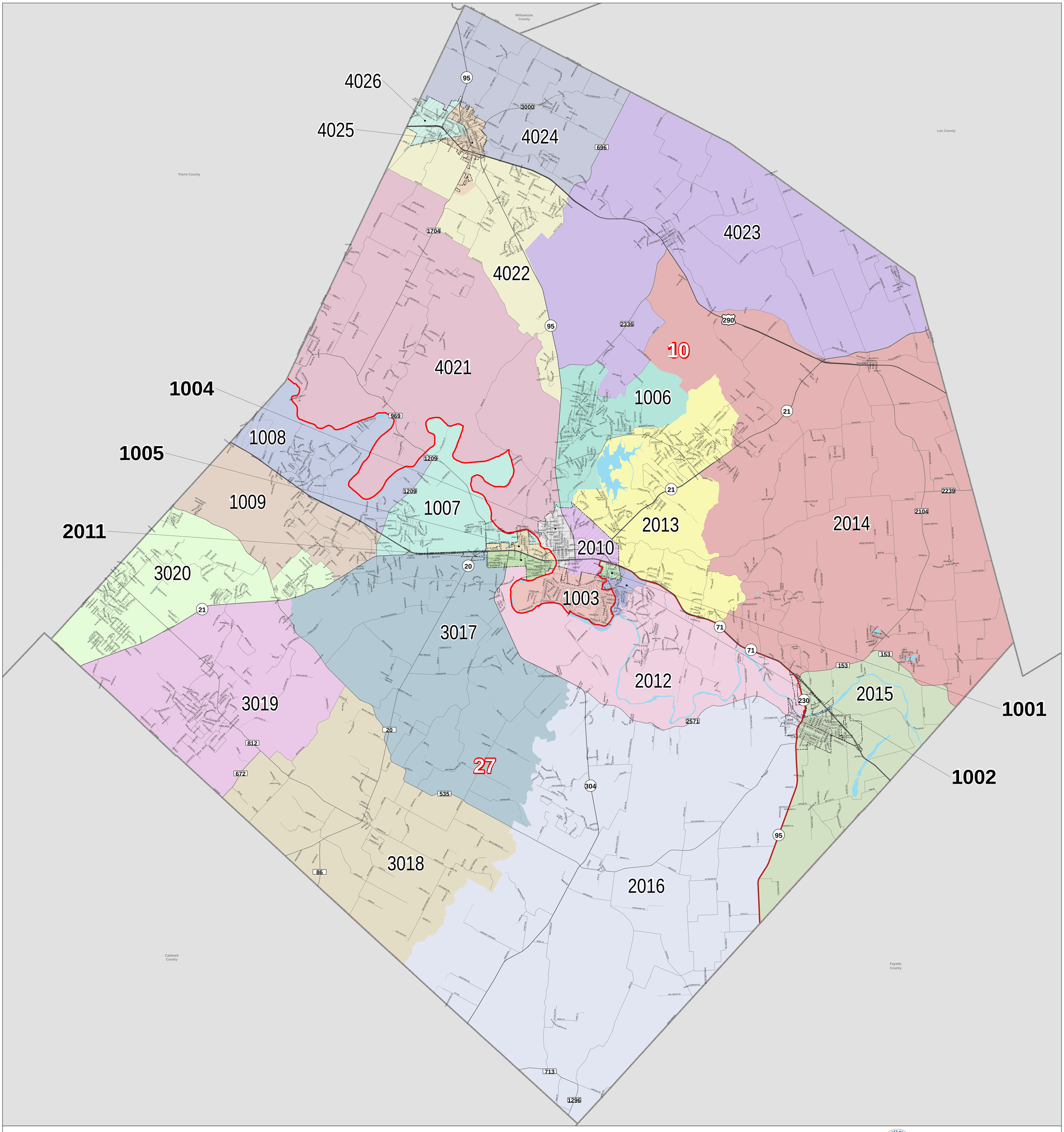
Feet
0 9,900

0 1 2
Miles



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Bastrop County Election Precincts



N

0 14,400 Feet

0 3 Miles

Election Precincts
Effective 1/1/2022

1001
1002
1003
1004
1005
1006
1007
1008
1009
2010
2011
2012
2013
2014
2015
2016
3017
3018
3019
3020
4021
4022
4023
4024
4025
4026

10 27 Congressional District
County Line
City Limit
River
Lake

US Highway
State Highway
FM Road
Local Road
Private Road
Other Access

Bastrop County, Texas

Disclaimer: Bastrop County provides this map "as is" and assumes no liability for its completeness or accuracy. Information shown on this map is derived from public records that are constantly undergoing change and do not replace a site survey. This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering or surveying purposes.It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Map Produced: 11/19/2021 at 5:22:13 PM
Document Name: Election Precincts_20220101

IN THE COMMISSIONERS COURT OF
BASTROP COUNTY, TEXAS

AMENDED ORDER ADOPTING REDISTRICTING PLAN
FOR COMMISSIONERS COURT and JUSTICE OF THE PEACE / CONSTABLE PRECINCTS

BE IT REMEMBERED, that on the 8th day of November, 2021, came on to be considered the issue of periodic redistricting of county political boundaries. This Court has, in due time, given deliberate consideration to the legal issues and of governmental duties imposed by state and federal law. In addition, the Court has previously entered in the minutes of this Court, criteria by which any redistricting plan would be considered, the prior Order establishing criteria being incorporated herein by reference.

This Court has commissioned and has received an Initial Assessment by qualified professionals experienced in the field of redistricting law for the purpose of making a preliminary determination of population distribution between the four Commissioners Court precincts, and the obligation to comply with "one-person-one-vote" balance as required by applicable state and federal law. This assessment has been filed in the minutes of this Court, and is incorporated by this reference as Exhibit 1, Initial Assessment. A finding, based upon this assessment, recognized the legal duty to redraw political boundaries to comply with applicable law, and a copy of this finding is entered into the minutes of this court, by which reference this prior finding is incorporated into this Order of the Commissioners Court, Exhibit 2, Order Requiring Redistricting.

The Bastrop County Justice of the Peace / Constable precinct boundaries are co-extensive with the Commissioner's Court precinct boundaries in all respects.

After convening in Public Hearing for comment upon any and all proposed plans, and after meeting in open session for the purpose of considering alternatives available to the County for modification of existing political boundaries in a manner designed to achieve both acceptable levels of numerical balance between the four commissioners court precincts, (and accordingly the populations within each Justice of the Peace / Constable precincts) and to protect the voting rights of all residents of Bastrop County, the

Commissioners Court has determined to adopt the redistricting plan attached to this Order in map and data form, Exhibit 3. At a later date, this Court will receive a more complete description of this plan, including a map depiction of all new political boundaries, polling places, election precinct boundaries, and any affect such changes in Commissioners Court precincts may have upon Justice of the Peace / Constable precincts. This supplemental order will be taken up and considered by the Court after public notice as required by law.

IT IS THEREFORE ORDERED ADJUDGED AND DECREED that the Redistricting Plan depicted in the maps and data attached to this Order is hereby APPROVED and ADOPTED by the Commissioners Court of Bastrop County, Texas, effective November 8, 2021 for use in the 2022 Primary and for all subsequent elections and January 1, 2022 for all other county offices and functions, until changed or modified by later Order of this Court.

Signed this 22nd day of November 2021.

County Judge, Bastrop County

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

ATTEST:

County Clerk, Ex Officio Clerk of the
Bastrop County Commissioners Court

STAFF REPORT

MEETING DATE: December 14, 2021 **AGENDA ITEM**: 12E

TITLE:
Consider action to approve Resolution No. R-2021-125 of the City Council of the City of Bastrop, Texas, approving a contract for election services between the Elections Administrator of Bastrop County and the City of Bastrop for the January 29, 2021, Special Election for Bastrop, Texas, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; and providing an effective date.

AGENDA ITEM SUBMITTED BY:
Ann Franklin, City Secretary

POLICY EXPLANATION:

Texas Election Code

Chapter 31. Officers to Administer Elections

Sec. 31.092. Contract for Election Services Authorized.
(a) The county election officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services, as provided by this subchapter, in any one or more elections ordered by an authority of the political subdivision.

FISCAL IMPACT:
Estimated Amount:

- Single Participant Election - $21,010.94

This cost was not approved in the 2019-2020 FY budget.

RECOMMENDATION:
Recommend consideration and action to approve Resolution No. R-2021-125 of the City Council of the City of Bastrop, Texas, approving a contract for election services between the Elections Administrator of Bastrop County and the City of Bastrop for the January 29, 2021 Special Election for Bastrop, Texas, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; and providing an effective date.

ATTACHMENTS:
- Resolution – English
- Resolution – Spanish
- Exhibit A

RESOLUTION NO. R-2021-125

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A CONTRACT FOR ELECTION SERVICES BETWEEN THE ELECTIONS ADMINISTRATOR OF BASTROP COUNTY AND THE CITY OF BASTROP FOR THE JANUARY 29, 2021, SPECIAL ELECTION FOR, BASTROP TEXAS, ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop ("the City") has called a special election for Saturday, January 29, 2021; and

WHEREAS, the County of Bastrop Election Officer is authorized by state law to contract with the City of Bastrop.

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

Section 1. The City Council of the City of Bastrop hereby authorizes that the City of Bastrop enter into a contract with the Elections Administrator of Bastrop County for the January 29, 2021, Special Election.

Section 2. The City Manager, is hereby authorized to execute a contract with the Elections Administrator of Bastrop County for the January 29, 2021, Special Election. The contract is attached hereto as Exhibit A.

Section 3: 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 14th day of December 2021.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

RESOLUCIÓN NO. R-2021-125

RESOLUCIÓN DEL CONSEJO DE LA CIUDAD DE BASTROP, TEXAS, PARA APROBAR UN CONTRATO DE SERVICIOS ELECTORALES ENTRE EL/LA ADMINISTRADOR/A ELECTORAL DEL CONDADO DE BASTROP Y LA CIUDAD DE BASTROP PARA LA ELECCIÓN ESPECIAL DE BASTROP, TEXAS QUE SE LEVARÁ A CABO EL 29 DE ENERO, 2021, ADJUNTADA CON EL TÍTULO, ADJUNTO A; AUTORIZAR QUE EL/LA GERENTE DE LA CIUDAD EJECUTE TODO DOCUMENTO NECESARIO; Y PROPORCIONAR LA FECHA DE VIGOR.

POR CUANTO, la Ciudad de Bastrop ("la Ciudad") ha convocado una elección especial para el sábado, 29 de enero, 2021; y

POR CUANTO, el/la Administrador/a Electoral del Condado de Bastrop tiene la autoridad por ley estatal de contratar con la Ciudad de Bastrop.

AHORA, POR LO TANTO, RESUÉLVASE POR EL CONSEJO DE LA CIUDAD DE BASTROP, TEXAS:

Sección 1. El Consejo de la Ciudad de Bastrop por la presente autoriza que la Ciudad de Bastrop tramite un contrato con el/la Administrador/a Electoral del Condado de Bastrop para administrar la Elección Especial del 29 de enero, 2021.

Sección 2. El/la Gerente de la Ciudad por la presente es autorizado/a para que ejecute un contrato con el/la Administrador/a Electoral del Condado de Bastrop para administrar la Elección Especial del 29 de enero, 2021. El contrato es adjuntado a la presente con el título, Adjunto A.

Sección 3: Que esta Resolución sea efectiva inmediatamente cuando sea aprobada y así se resuelve.

DEBIDAMENTE RESUELTO Y ADOPTADO por el Consejo de la Ciudad de Bastrop este día 14 de diciembre, 2021.

APROBADO:

_____
Connie B. Schroeder, Alcalde

CERTIFICO:

_____
Ann Franklin, Secretaria de la Ciudad
APROBADA SU REDACCIÓN:

_____
Alan Bojorquez, Fiscal de la Ciudad

CONTRACT FOR ELECTION SERVICES

BETWEEN

THE ELECTIONS ADMINISTRATOR OF BASTROP COUNTY

AND

CITY OF BASTROP

FOR THE JANUARY 29, 2022 SPECIAL ELECTION

THIS CONTRACT is made and entered into by and between Kristin Miles, the Elections Administrator of Bastrop County, Texas, hereinafter referred to as "Contracting Officer," and the City of Bastrop, hereinafter referred to as the "CITY," pursuant to the authority under Section 31.092(a) of the Texas Election Code and Chapter 791 of the Texas Government Code. In consideration of the mutual covenants and promises hereinafter set forth, the parties agree to this interlocal agreement with regard to the coordination, supervision, and running of the CITY's January 29, 2022 Special Election, hereinafter referred to as "the election". The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places and election procedures to assist the voters of the CITY.

I. RESPONSIBILITIES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following services and furnishing the following materials and equipment in connection with the election:

A. ***Notification to Presiding and Alternate Judges; Appointment of Clerks.***

1. The Contracting Officer shall notify each presiding judge and alternate judge of his or her appointment. The notification will also include the assigned polling location, the date of the election school(s), the eligibility requirements that pertain to them and to the selection of election day clerks, the date and time of the election, the rate of compensation, the number of election clerks the presiding judge may appoint, and the name of the presiding or alternate judge, as appropriate.

2. The Contracting Officer shall ensure that the presiding judges make the appropriate election clerk appointments and notify the clerks of their appointments. The recommendations of the CITY will be the accepted guidelines for the number of clerks secured to work in each polling place. The presiding election judge of each polling place, however, will use his/her discretion to determine when additional manpower is needed during peak voting hours. Election judges shall be secured by the Contracting Officer with the approval of the CITY.

3. The Contracting Officer shall notify the CITY of the list of election judges and alternate judges for election day, so that the CITY may approve by written order.

4. Notification to the election judges and alternates shall be made no later than January 15, 2022.

B. ***Contracting with Third Parties.*** In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third persons for election services and supplies. The

cost of such third-person services and supplies will be paid by the Contracting Officer and reimbursed by the CITY as agreed upon on Exhibit "C" or Exhibit "C-1", whichever is applicable.

C. ***Election School(s).*** The Contracting Officer shall be responsible for conducting one or more, at her discretion, election schools to train the presiding judges, alternate judges, election clerks, and early voting clerks, and Early Voting Ballot Board members in the conduct of elections, including qualifying voters, provisional voting, and the counting of ballots. The Contracting Officer shall determine the date, time, and place for such school(s) and notify the presiding judges, alternate judges, and election clerks of such. The Contracting Officer may hold the election school(s) on a Saturday in order to increase its availability to election workers who are employed during the regular work week. If at all possible, such election schools shall be conducted within the CITY territory.

D. ***Election Supplies.*** The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day and the Early Voting Ballot Board (and to the Deputy Early Voting Clerks during Early Voting) the following election supplies: election kits from third-party vendors (including the appropriate envelopes, sample ballots, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and Subchapter B of Chapter 66 of the Texas Election Code); pens; pencils; tape; markers; paper clips; ballot box seals; sample ballots; tacks, and all consumable-type office supplies necessary to hold an election.

E. ***Registered Voter List.*** The Contracting Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law. The Election Day list of registered voters shall be arranged in alphabetical order by each precinct.

F. ***Ballots.*** The Contracting Officer shall be responsible for the programming of the direct recording electronic voting devices (referred to as DRE's) and the printing of ballots requested by mail or used for early voting or election day. The Contracting Officer shall be responsible for distributing the DRE's along with the election supplies.

G. ***Early Voting.*** In accordance with Section 31.094, of the Texas Election Code, the Contracting Officer will serve as Early Voting Clerk for the election, subject to Sections 31.096 and 31.097(b).

1. As Early Voting clerk, the Contracting Officer shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. The Contracting Officer shall work with the CITY in securing personnel to serve as Early Voting Deputies.

The Contracting Officer shall, upon request, provide the CITY a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

2. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations listed in Exhibit "A," attached hereto and made a part of this contract.

3. The Contracting Officer shall receive mail ballot applications on behalf of the CITY. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or her deputies at 804 Pecan Street, Bastrop, Texas 78602. Any requests for early voting ballots to be voted by mail received by the CITY shall be forwarded immediately to the Contracting Officer for processing.

4. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be secured and maintained by the Contracting Officer and delivered by her or her deputy for counting in accordance with Chapter 87 of the Texas Election Code to the Early Voting Ballot Board at the Bastrop County Courthouse on Election Day, January 29, 2022.

H. ***Election Day Polling Locations.*** The Election Day polling locations are those listed in Exhibit "B," attached hereto and made a part of this contract. The Contracting Officer shall arrange for the use of all Election Day polling places and shall arrange for the setting up of all polling locations for Election Day, including ensuring that each polling location has the necessary tables, chairs, and voting booths.

I. ***Central Counting Station.*** The Contracting Officer shall be responsible for establishing and operating the Central Counting Station to receive and tally the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. Counting Station Manager and Central Count Judge shall be Kristin Miles. The Tabulation Supervisor shall be Kristin Miles. The tabulation supervisor shall handle ballot tabulation in accordance with statutory requirements and county policies, under the auspices of the Contracting Officer.

Election night reports will be available to the CITY at the Central Counting Station on election night and will provide individual polling location totals.

J. ***Manual Counting.*** The Contracting Officer shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to the CITY, if requested, and the Secretary of State's Office.

K. ***Election Reports.*** The Contracting Officer shall prepare the unofficial tabulation of precinct results under Section 66.056(a) of the Texas Election Code and shall provide a copy of the tabulation to the CITY as soon as possible after the Contracting Officer has received the precinct returns on Election Day night. Provisional ballots will be tabulated after election night in accordance with state laws.

L. ***Custodian of Voted Ballots.*** The Contracting Officer is hereby appointed the custodian of voted ballots and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law.

II. RESPONSIBILITIES OF THE CITY. The CITY shall assume the following responsibilities:

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¶

A. ***Election School(s).*** At the request of the Contracting Officer, and at no cost to the Contracting Officer, the CITY will make available space in a CITY building to hold the election school(s), if applicable.

B. ***Polling Locations.*** The CITY shall pay the respective cost of all employee services required to provide access, security, or custodial services for the polling locations.

C. ***Applications for Mail Ballots.*** The CITY shall date stamp and then immediately hand deliver to the Contracting Officer all original mail ballot applications for mail ballots that it receives.

D. ***Election Orders, Election Notices, Canvass***. The CITY shall prepare the election order, resolutions, notices, official canvass, and other pertinent documents for adoption by the CITY's governing

body. The CITY shall be responsible for having the required election notice under Section 4.003(a)(1) of the Texas Election Code published in the newspaper as required by State law. The CITY shall also be responsible for posting the notice required under Section 4.003(b) of the Texas Election Code as required by law. Promptly after approval of election order, resolutions, notices, official canvass, and other pertinent documents by the CITY's governing body and within such time so as not to impede the orderly conduct of the election, the CITY shall return said documents to the Contracting Officer for proper recordkeeping. The CITY assumes the responsibility of promoting the schedules for Early Voting and Election Day.

The CITY will provide for the appointment of the Contracting Officer as the early voting clerk for the election in the orders calling the election. The orders will also include approval of election day polling places; times, dates and places for early voting; and appointment of precinct judges.

The CITY shall also confirm its territory and whether it has any territory outside the County, including providing the County with a map of the CITY's territory. The CITY agrees that the Contracting Officer shall administer only the County portion of the election.

E. ***Paper Ballots.*** In advance of the January 1, 2022 date on which the Texas Secretary of State's Office encourages the mailing out of ballots for early voting by mail, the Contracting Officer shall arrange with a third party to prepare the necessary optical paper ballots for the election. The ballots shall be in English with the Spanish translation included.

The CITY shall furnish the Contracting Officer a list of candidates and/or propositions showing the order and the exact manner in which their names or proposition(s) are to appear on the official ballot (including bilingual titles and text). This list shall be delivered to the Contracting Officer as soon as possible after ballot positions have been determined. The CITY shall perform the duties required for drawing for place on the ballot by candidates. The CITY shall be responsible for proofreading and approving the ballot insofar as it pertains to the authority's candidates and/or propositions.

III. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

A. ***Compensation.*** The parties agree that presiding judges and alternate judges will be compensated at a rate of $12.00/hr., and election clerks will be compensated at a rate of $10.00/hr. They will be compensated for all hours actually worked, including the time to set up the polling location and the time to complete the counting and to wrap up the paper work, but not to exceed one hour before and two hours after the polling location is open for voting. The presiding judge, or the election worker at the polling location that he or she designates, who picks up the election supplies from the Contracting Officer and who returns the remaining supplies, ballot boxes, and all other election records from the polling location to the Contracting Officer will be compensated with a delivery fee of $25 at the same time that payment is made for the hours worked. The Contracting Officer will pay the election workers directly and be reimbursed for such by the CITY.

B. ***Number of Election Workers.*** The parties agree that at all polling locations there will be a minimum of three election workers, consisting of the presiding judge, alternate judge, and one clerk.

IV. JOINT EXPENSES AND PAYMENT

A. ***Expenses Incurred and Billing.*** The participating authorities agree to share actual costs incurred to the extent that the costs and expenses are incurred in connection with a polling location used by more than one local political subdivision, such as (without limitation) the cost of renting polling locations and voting equipment, programming the voting equipment, supplies needed for the polling place, wages and salaries of election workers. Election expenses shall be pro-rated equally among the participants.

The parties agree, for those polling locations used solely by the CITY and not shared by any other participating authority, that the CITY will pay the wages, salaries, and other applicable election costs and expenses directly related to such polling location.

It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of Bastrop County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to Bastrop County by the participating authorities.

B. ***Billing.*** As soon as reasonably possible after Election Day, the Contracting Officer will submit an itemized invoice to the CITY for (1) actual expenses directly attributable to the coordination, supervision, and running of the election and incurred on behalf of the CITY by the Contracting Officer, including expenses for supplies in connection with the election school(s), publication and printing of election notices, election supplies, wages paid to the Contracting Officer's employees for services under this contract performed outside of normal business hours, election workers, and any other expenses reasonably and directly related to the election, including, without limitation, rental and programming of DREs and audio ballots, and (2) the Contracting Officer's fee under Section 31.100(d) of the Texas Election Code and as provided in Section IV.E below. Expenses related to wages shall be supported by compensation sheets. Other expenses shall be supported by invoices or receipts, except that the price of items coming out of the Contracting Officer's stock of election supplies shall be supported by the Contracting Officer's certificate about the number of items used and the unit cost therefore according to the vendor's standard price list.

C. ***Payment.*** The CITY shall pay the Contracting Officer's invoice within 30 days from the date of receipt to: **Bastrop County, Attn: Kristin Miles, Elections Administrator, 804 Pecan Street, Bastrop, TX 78602.** If the CITY disputes any portion of the invoice, the CITY shall pay the undisputed portion of the invoice, and the parties will discuss in good faith a resolution of the disputed portion. All payments shall be made from current revenues available to the CITY.

D. ***Expense Item Larger than $500.*** If a single election expense exceeds $500, the Contracting Officer reserves the right to invoice the CITY for such expense at the time it is incurred, supported by an invoice or receipt, rather than waiting until after Election Day. The CITY shall pay such invoice within 30 days from the date of receipt.

E. ***Estimated Cost of Services.*** A cost estimate for election expenses is attached hereto and made a part of this contract as Exhibit "C" or Exhibit "C-1", whichever is applicable. The parties agree that these are an estimate only and that the CITY is obligated to pay their respective portion of the actual expenses of the election (and runoff election, if applicable) as set forth herein. The Contracting Officer agrees to advise the CITY if it appears that the actual expenses incurred by the Contracting Officer will exceed by 20% or more the estimated expenses to be paid initially by the Contracting Officer and reimbursed jointly by the CITY.

F. ***Administrative Fee.*** The CITY shall pay the Contracting Officer a 10 % administrative fee, pursuant to the Texas Election Code, Section 31.100.

V. GENERAL PROVISIONS

A. ***Nontransferable Functions.*** In accordance with Section 31.096 of the Texas Election Code, nothing in this contract shall be construed as changing

1. the authority with whom applications of candidates for a place on the ballot are filed;

2. the authority with whom documents relating to political funds and campaigns under Title 15 of the Texas Election Code are filed; or

B. ***Joint Election.*** The parties acknowledge that the Contracting Officer may contract with other entities holding elections at the same time as the CITY on January 29, 2022. If another election occurs in territory of the CITY, Bastrop County will notify the CITY of the existence of the situation and provide a joint election agreement.

C. ***Cancellation of Election.*** If the CITY cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of $75. The Contracting Officer shall submit an invoice for such expenses (properly supported as described in **IV. PAYMENT** above) as soon as reasonably possible after the cancellation and the CITY shall make payment therefore in a manner similar to that set forth in **IV. PAYMENT** above. The Contracting Officer agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the CITY authorizes such major costs in writing. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer.

D. ***Contract Copies to Treasurer and Auditor.*** In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this contract with the County Treasurer of Bastrop County, Texas and the County Auditor of Bastrop County, Texas.

E. ***Representatives.*** For purposes of implementing this contract and coordinating activities hereunder, the CITY and the Contracting Officer designate the following individuals, and whenever the contract requires submission of information or documents or notice to the CITY or the Contracting Officer, respectively, submission or notice shall be to these individuals:

F. **Recount.** A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this contract, CITY agrees that any recount shall take place at the offices of the Contracting Officer, and that the CITY shall serve as the Recount Supervisor, and the CITY official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator. The Contracting Officer agrees to provide advisory services to the CITY as necessary to conduct a proper recount.

G. **Runoff Elections.** The CITY shall have the option of extending the terms of this contract through its runoff election, if applicable. In the event of such runoff election, the terms of this contract shall automatically extend unless the CITY notifies the Contracting Officer in writing within three (3) business

days of the original election. The CITY shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election. The CITY agrees to order any runoff election(s) at its meeting for canvassing the votes from the January 29, 2022 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election. The CITY agrees that the date of the runoff election, if necessary, shall be March 26, 2022, with early voting being held in accordance with the Election Code. Early Voting by personal appearance for the runoff election shall be conducted during the hours and time period and at the locations listed in Exhibit "A-1," attached hereto and made a part of this contract. The Election Day polling locations for the runoff election are those listed in Exhibit "B-1," attached hereto and made a part of this contract.

For the CITY:

Ann Franklin
City Secretary
City of Bastrop
1311 Chestnut Street/PO Box 427
Bastrop, TX 78602
Tel: (512) 332-8800
Fax: (512) 332-8819
Email: afranklin@cityofbastrop.org

For the Contracting Officer:

Kristin Miles
Elections Administrator
Bastrop County
804 Pecan Street
Bastrop, TX 78602
Tel: (512) 581-7160
Fax: (512) 581-4260
Email: elections@co.bastrop.tx.us

F. ***Amendment/Modification.*** Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of Bastrop County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Bastrop County, Texas. No official, representative, agent, or employee of the CITY has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the CITY. Both the Contracting Officer and the CITY may propose necessary amendments or modifications to this Agreement in writing in order to conduct the Election smoothly and efficiently.

G. ***Entire Agreement.*** This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

H. ***Severability.*** If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

I. ***Third Party Beneficiaries.*** Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

J. ***Mediation.*** Any controversy, claim or dispute arising out of or relating to this contract, shall be settled through mediation by the parties. The parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2021.

_____
Paul A. Hofmann, City Manager
City of Bastrop
Bastrop, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2021.

_____
Paul Pape
County Judge
Bastrop County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2021.

_____
Kristin Miles
Elections Administrator
Bastrop County, Texas

EXHIBIT "A"

EARLY VOTING DATES, TIMES, AND LOCATIONS SPECIAL ELECTION

Time Period:

Wednesday, January 12, 2022 through Tuesday, January 25, 2022.

Main Location:

Bastrop County Courthouse Annex, Lower Level Conference Room, 804 Pecan St., Bastrop, Texas 78602.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
		12 **8:00 am – 5:00 pm**	**13** **8:00 am – 5:00 pm**	**14** **8:00 am – 5:00 pm**
17 **NO VOTING STATE HOLIDAY**	**18** **8:00 am – 5:00 pm**	**19** **8:00 am – 5:00 pm**	**20** **8:00 am – 5:00 pm**	**21** **8:00 am – 5:00 pm**
24 **7:00 am – 7:00 pm**	**25** **7:00 am – 7:00 pm**			

Voting by Mail:

Kristin Miles, Bastrop County Elections Administrator, 804 Pecan Street, Bastrop, TX 78602

EXHIBIT "A-1"

EARLY VOTING DATES, TIMES, AND LOCATIONS RUNOFF ELECTION

Time Period:

Wednesday, March 9, 2022 through Tuesday, March 22, 2022.

Main Location:

Bastrop County Courthouse Annex, Lower Level Conference Room, 804 Pecan St., Bastrop, Texas 78602.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
		9 8:00 am – 5:00 pm	10 8:00 am – 5:00 pm	11 8:00 am – 5:00 pm
14 8:00 am – 5:00 pm	15 8:00 am – 5:00 pm	16 8:00 am – 5:00 pm	17 8:00 am – 5:00 pm	18 8:00 am – 5:00 pm
21 7:00 am – 7:00 pm	22 7:00 am – 7:00 pm			

Voting by Mail:

Kristin Miles, Bastrop County Elections Administrator, 804 Pecan Street, Bastrop, TX 78602

EXHIBIT "B"

CITY OF BASTROP ELECTION DAY POLLING LOCATION SPECIAL ELECTION

Ascension Catholic Church Bastrop, 804 Pine St., Bastrop, Texas 78602

EXHIBIT "B-1"

CITY OF BASTROP ELECTION DAY POLLING LOCATION RUNOFF ELECTION

Ascension Catholic Church Bastrop, 804 Pine St., Bastrop, Texas 78602

EXHIBIT "C"

ESTIMATED COST OF JANUARY 29, 2022 SPECIAL ELECTION

CITY OF BASTROP

Optical Ballots and Programming Expenses **Rental Fee for ExpressVote and Vote Tabulator (voting equipment)** **Staff Time and Mileage, Early Voting Clerks, Election Judges & Clerks, and Ballot Board**	**$ 18,900.85**
Election Kits & other precinct supplies	**$ 200.00**
SUBTOTAL	**$ 19,100.85**
10% ADMINISTRATIVE FEE	**$ 1,910.09**
TOTAL	**$ 21,010.94**

EXHIBIT "C-1"

ESTIMATED COST OF MARCH 26, 2022 RUNOFF ELECTION

CITY OF BASTROP

Optical Ballots and Programming Expenses	**$ 20,500.85**
Rental Fee for ExpressVote and Vote Tabulator (voting equipment)	
Staff Time and Mileage, Early Voting Clerks, Election Judges & Clerks, and Ballot Board	
Election Kits & other precinct supplies	**$ 200.00**
SUBTOTAL	**$ 20,700.85**
10% ADMINISTRATIVE FEE	**$ 2,070.09**
TOTAL	**$ 22,770.94**

STAFF REPORT

MEETING DATE: December 14, 2021 **AGENDA ITEM:** 12F

TITLE:
Hold public hearing and consider action to approve on first and second readings Ordinance No. 2021-18, amending Ordinance No. 2015-14, Pecan Park Commercial Planned Development, for 66.494 acres of land out of the Nancy Blakey Survey, Abstract No. 98, located south of State Highway 71, east of Orchard Parkway, west of Hasler Boulevard, located within the City of Bastrop, as shown in Exhibit A, providing for findings of fact, adoption, repealer, severability, and enforcement; establishing an effective date; and proper notice and meeting.

AGENDA ITEM SUBMITTED BY:
Allison Land, Senior Planner

BACKGROUND/HISTORY:
The applicant has submitted an application to amend the existing Planned Development (PD) with two requests.

Request 1: The PD has a maximum allowed number of multifamily units of 400. The applicant is requesting an increase to 408 units to accommodate project design of an apartment complex interested in developing a portion of the property.

Request 2: The General Retail Land Use District within the PD restricts the maximum building height to two stories. The applicant is requesting an increased maximum building height of four stories to accommodate modern hotel design. The maximum building height for commercial property outside the PD in this area, as subject to the B³ Code, is five stories.

This is one out of three requests that the applicant has in process. An amended Memorandum of Understanding will come back to City Council at a later date and a Preliminary Plat is under review that will be forwarded to the Planning & Zoning Commission for approval.

PUBLIC COMMENTS:
Property owner notifications were sent to 15 adjacent property owners on November 2, 2021 (Attachment 3). At the time of this report, no responses have been received.

FISCAL IMPACT:
N/A

RECOMMENDATION:
The Planning & Zoning Commission heard the item and recommended approval by a vote of six for and one against.

The Director of Planning recommends approval of both requests to amend Ordinance No. 2015-14, Pecan Park Commercial Planned Development on the first reading and waive the second reading requirement.

TO: Paul A. Hofmann, City Manager

From: Allison Land, Senior Planner

Date: December 3, 2021

Subject: Pecan Park Commercial PD Amendment

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ITEM DETAILS:

Site Address:	None (Attachment 1)
Total Acreage:	66.494 acres
Legal Description:	66.494 acres of land out of the Nancy Blakey Survey
Property Owner:	DM Pecan Park Associates
Agent Contact:	Duke McDowell
Existing Use:	Vacant/Undeveloped
Existing Zoning:	Pecan Park Commercial Planned Development (Attachment 4)
Proposed Zoning:	Pecan Park Commercial Planned Development
Future Land Use:	General Commercial

BACKGROUND/HISTORY:

The applicant has submitted an application to amend the existing Planned Development (PD) with two requests (Attachment 2).

Request 1: The PD has a maximum allowed number of multifamily units of 400. The applicant is requesting an increase to 408 units to accommodate project design of an apartment complex interested in developing a portion of the property.

Request 2: The General Retail Land Use District within the PD restricts the maximum building height to two stories. The applicant is requesting an increased maximum building height of four stories to accommodate modern hotel design. The maximum building height for commercial property outside the PD in this area, as subject to the B³ Code, is five stories.

POLICY EXPLANATION:

Texas Local Government Code

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

Notice was published in the Bastrop Advertiser and notice was sent to property owners within 200 feet of the property boundary (Attachment 3).

(b) In addition to the notice required by Subsection (a), a general-law municipality that does not have a zoning commission shall give notice of a proposed change in a zoning classification to each property

owner who would be entitled to notice under Section 211.007(c) if the municipality had a zoning commission. That notice must be given in the same manner as required for notice to property owners under Section 211.007(c). The governing body may not adopt the proposed change until after the 30th day after the date the notice required by this subsection is given.

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

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

Notice of the meeting was posted at least 72 hours in advance.

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

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

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

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

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

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

If the Planning & Zoning Commission recommends denial of the zoning request, the City Council must have a minimum vote of 4 out of 5 members to approve the zoning request. The Commission did not recommend denial.

Compliance with 2036 Comprehensive Plan:

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

The General Retail section of the Planned Development considers neighborhood and regional shopping, hotels, restaurants, and retail sale of goods and services. This is compliant with the General Commercial section of the Comprehensive Plan (Attachment 5).

ATTACHMENTS:

- Ordinance 2021-18
- Exhibit A: Amendments to Ordinance 2015-14
- Attachment 1: Location Map
- Attachment 2: Applicant Request Letter
- Attachment 3: Property Owner Notice
- Attachment 4: Zoning Map
- Attachment 5: Future Land Use Map

ORDINANCE 2021-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING ORDINANCE NO. 2015-14, PECAN PARK COMMERCIAL PLANNED DEVELOPMENT, FOR 66.494 ACRES OF LAND OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, LOCATED SOUTH OF STATE HIGHWAY 71, EAST OF ORCHARD PARKWAY, WEST OF HASLER BOULEVARD, LOCATED WITHIN THE CITY OF BASTROP, AS SHOWN IN EXHIBIT A, PROVIDING FOR FINDINGS OF FACT, ADOPTION, REPEALER, SEVERABILITY, AND ENFORCEMENT; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

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

WHEREAS, the City Council of Bastrop, Texas (City Council) approved Ordinance No. 2015-14 enacting zoning for the Pecan Park project on second reading on or about August 25, 2015, upon the request of DM Pecan Park Associates, Ltd (Duke McDowell), for approximately 66.494 acres situated in the Nancy Blakey Survey, Abstract No. 98, located south of Orchard Parkway and north of Hasler Boulevard in the City Limits of the City of Bastrop; and

WHEREAS, on or about September 28, 2021, Mr. McDowell has submitted a request for zoning modifications; and,

WHEREAS, City Council has reviewed the request for zoning modifications, and finds the request to be reasonable and proper under the circumstances; and,

WHEREAS, the City Staff has reviewed the request for zoning modifications, and finds it to be justifiable based upon the Future Land Use Designation for this Property is General Commercial, which allows for a wide range of commercial and retail uses, and the requests are similar to the non-planned development district standards in the surrounding area; and

WHEREAS, in accordance with Texas Local Government Code Chapter 211, public notice was given and a public hearing was held before the City of Bastrop Planning and Zoning Commission (P&Z) on November 18, 2021, which made a recommendation to approve the requested zoning modifications; and

WHEREAS, in accordance with Texas Local Government Code Chapter 211, public notice was given and a public hearing was held before the City Council regarding the requested zoning modification; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations that are for good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the City Council can waive the second reading and adopt an ordinance after first reading; and

WHEREAS, after consideration of public input received at the hearing, the information provided by the Applicants, and all other information presented, City Council finds that it necessary and proper to enact this Ordinance.

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

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

Section 2: Ordinance 2015-14 of the City of Bastrop Code of Ordinances is hereby amended and shall read in accordance with Exhibit A, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

Section 3: All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

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

Section 5: The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance. Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

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

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

READ & ADOPTED on First and Second Readings on this the 14th day of December 2021.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

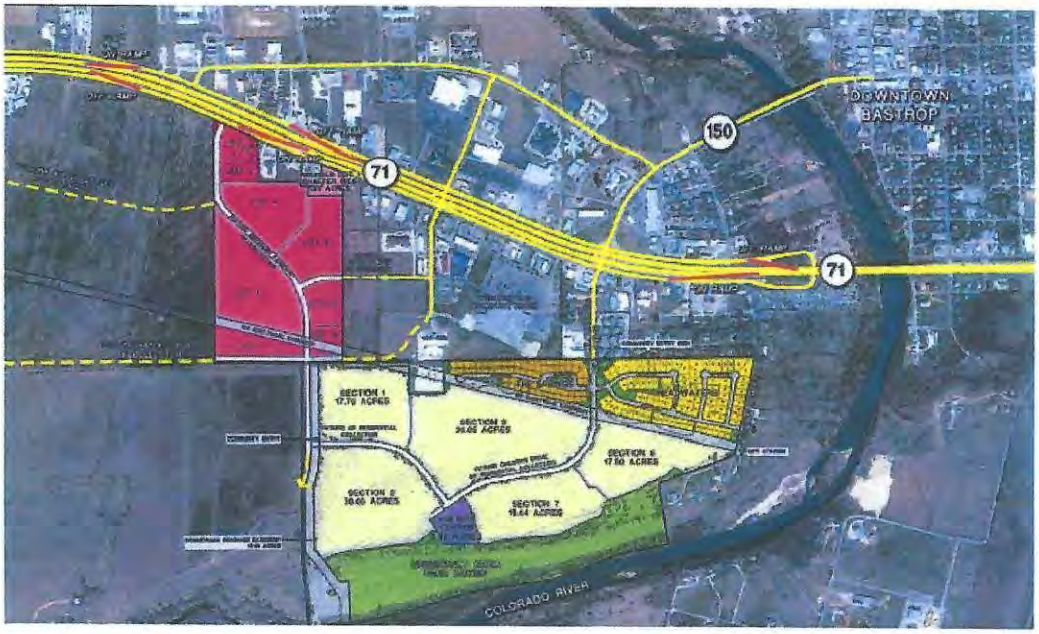
_____
Alan Bojorquez, City Attorney

Min. Interior Side Yard	10.0'	10.0'	10.0'	15.0'	N/A
Min. Exterior Side Yard	25.0'	25.0'	25.0'	15.0'	N/A
Min. Rear Yard	20.0'	20.0'	20.0'	35.0'	N/A
Maximum Building Height	3-story	4 ~~2~~-story	2-story	3-story	N/A
Maximum Lot Coverage	60.0%	60.0%	70.0%	70.0%	N/A

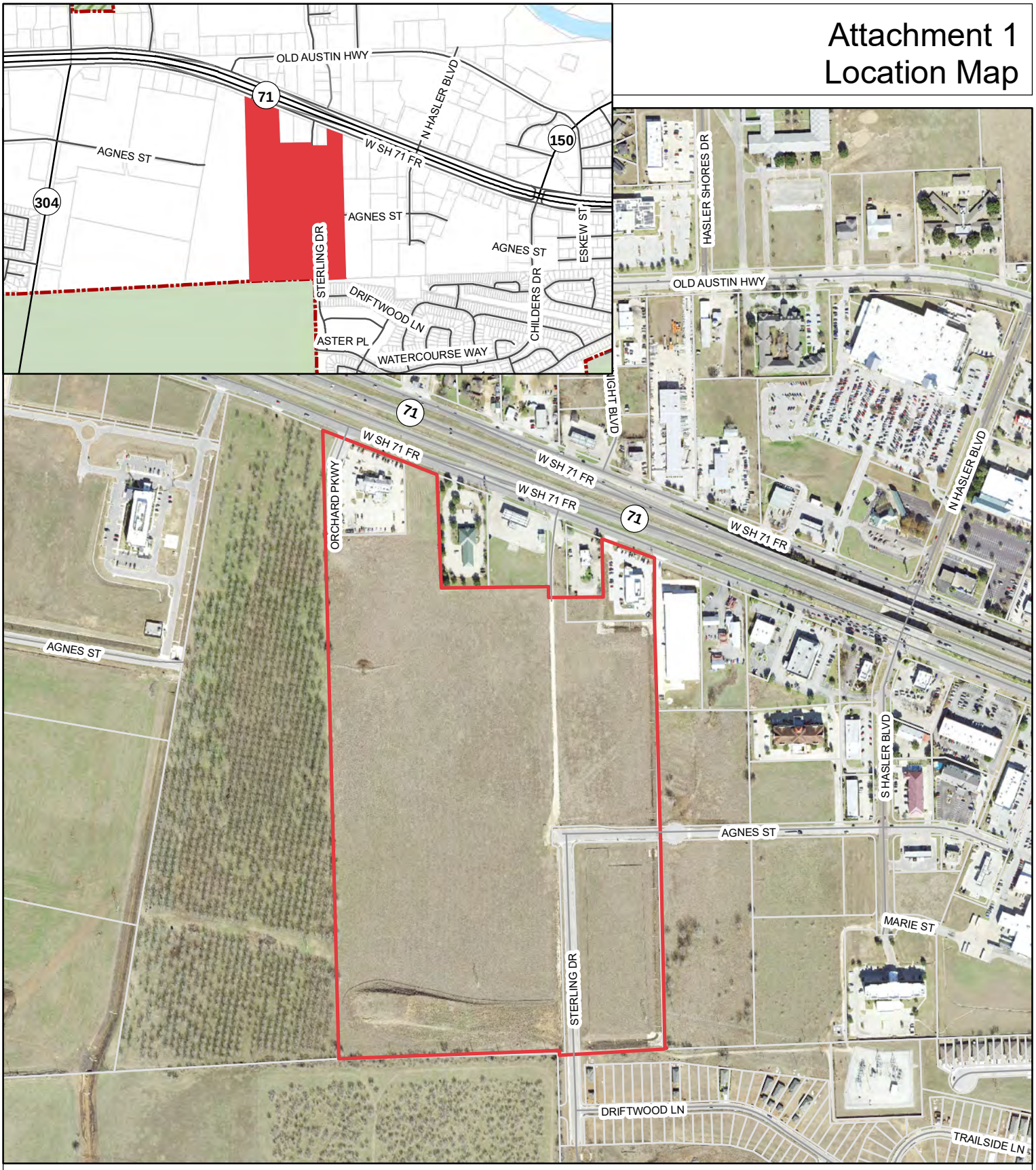
- **PD-O – Office**
  Low Intensity Office and Professional Uses
- **PD-GR – General Retail**
  General Retail, Neighborhood & regional shopping, hotels, restaurants and Service Facilities for the retail sale of Goods and Services
- **PD-C – Commercial**
  Retail and light intensity wholesale - commercial uses of a service nature which typically have operating characteristic & traffic service requirements generally compatible with typical office, retail, shopping and some residential environments
- **PD-MF – Multi-Family**
  Low-rise multiple-dwelling and garden apartments with a maximum density of twenty-five (25) units per acre. The maximum allowed number of units will be ~~400~~ 408

Other-Use Categories –

- **PD-CA – Common Areas**
  Public & Private Parks, Trail Systems, Private Community Amenity Areas, Public Utility Services, Drainage Channels, Roadways, and accessory uses



Attachment 1
Location Map



Pecan Park Commercial Planned Development

Date: 11/2/2021

0 175 350 700
Feet

1 inch = 550 feet

N

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

DM Pecan Park Associates, Ltd.
3503 Wild Cherry Drive, Bldg.8
Austin, Texas 78738

September 17, 2021

Mr. Trey Job
Assistant City Manager of Community Development
City of Bastrop
1311 Chestnut Street
Bastrop, Texas 78602

Re: Zoning Ordinance 2015-14 Modifications Request

Trey,

I would like to submit the two following requests for modifications to the attached Ordinance No. 2015-14, which previously had been granted zoning changes to "PD, Commercial Planned Development" for my Pecan Park Development located within the City limits of Bastrop, Texas.

Request 1: Page 3 of the Ordinance, regarding **"PD-MF – Multi-Family"** –
The last sentence of that section states "The maximum allowed number of units will be 400." Our request is for that sentence to be amended to state "The maximum allowed number of units will be 408."
Our request is to help accommodate the apartment project design that has been proposed by the quality apartment builder who currently has a site under contract in Pecan Park. We feel that the minor increase will allow balance to their design and will enhance the overall look of the project. Their project design will be well within the other limitations as set forth Ordinance No. 2015-14.

Request 2: On page 3 of the Ordinance, regarding **"PD-GR Land Use District"** –
This Land Use District is restricted to a maximum building height of 2-story. Our request is that the maximum building height be increased to 4-story. We feel that the height increase reflects the criteria required for quality branded hotels in today's hotel market. Currently in the Bastrop Building Block (B3) Code on page 18 allows for a maximum of 5-stories/3-stories downtown for the P5 commercial land use.

I have attached a copy of the current zoning Ordinance and an edited page 3 that reflects both of those requests.

I sincerely appreciate your assistance to present these two requests to the Planning and Zoning Commission and City Council at your earliest convenience.

Regards,

Duke McDowell

XC: Jennifer C. Bills, Assistant Planning Director

Attachments

Notice of Pending Zoning Change
City of Bastrop
Planning & Zoning Commission
and City Council

Dear Property Owner:

The **Planning and Zoning Commission** will conduct a public hearing on **Thursday, November 18, 2021 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, December 14, 2021 at 6:30 p.m.** in the **City Hall Council Chambers located at 1311 Chestnut Street, Bastrop, Texas** to consider action to approve an amendment to the Pecan Park Commercial Planned Development being 66.494 +/- acres of land out of the Nancy Blakey Survey, Abstract No. 98, located south of State Highway 71, east of Orchard Parkway, west of Hasler Boulevard, located within the City of Bastrop.

Applicant(s):	Duke McDowell
Owner(s):	DM Pecan Park Associates
Legal Description:	66.494 +/- Acres of Land out of the Nancy Blakey Survey, Abstract No. 98

The site location map and a letter from the property owner are attached for reference.

As a property owner within 200 feet of the above referenced property, you are being notified of the upcoming meetings per the Bastrop Code of Ordinances. For more information or to provide comments on this project, you may contact the Planning & Development Department at (512) 332-8840, plan@cityofbastrop.org, visit the office at 1311 Chestnut Street, Bastrop, Texas, or mail the response card below to PO Box 427, Bastrop, Texas 78602.

✂ ----------

PROPERTY OWNER'S RESPONSE

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

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

Property Owner Name: _____

Property Address: _____

Mailing Address (if different than property address): _____

Phone (optional): _____ Email (optional): _____

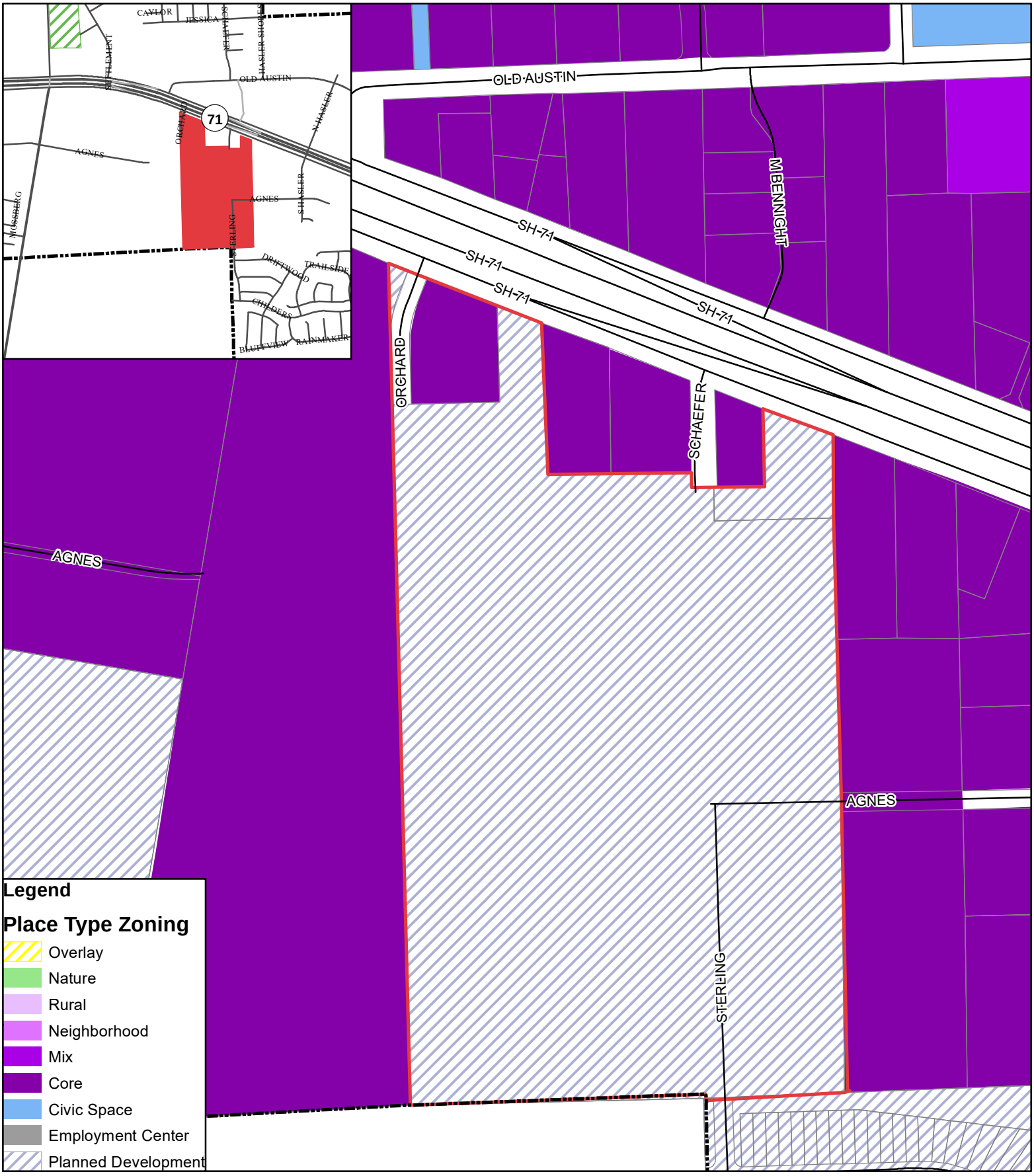
Property Owner's Signature: _____

Additional Comments (Optional):

_____

_____

Re: Pecan Park Amendment



BASTROPTX
Heart of the Lost Pines
Est. 1832

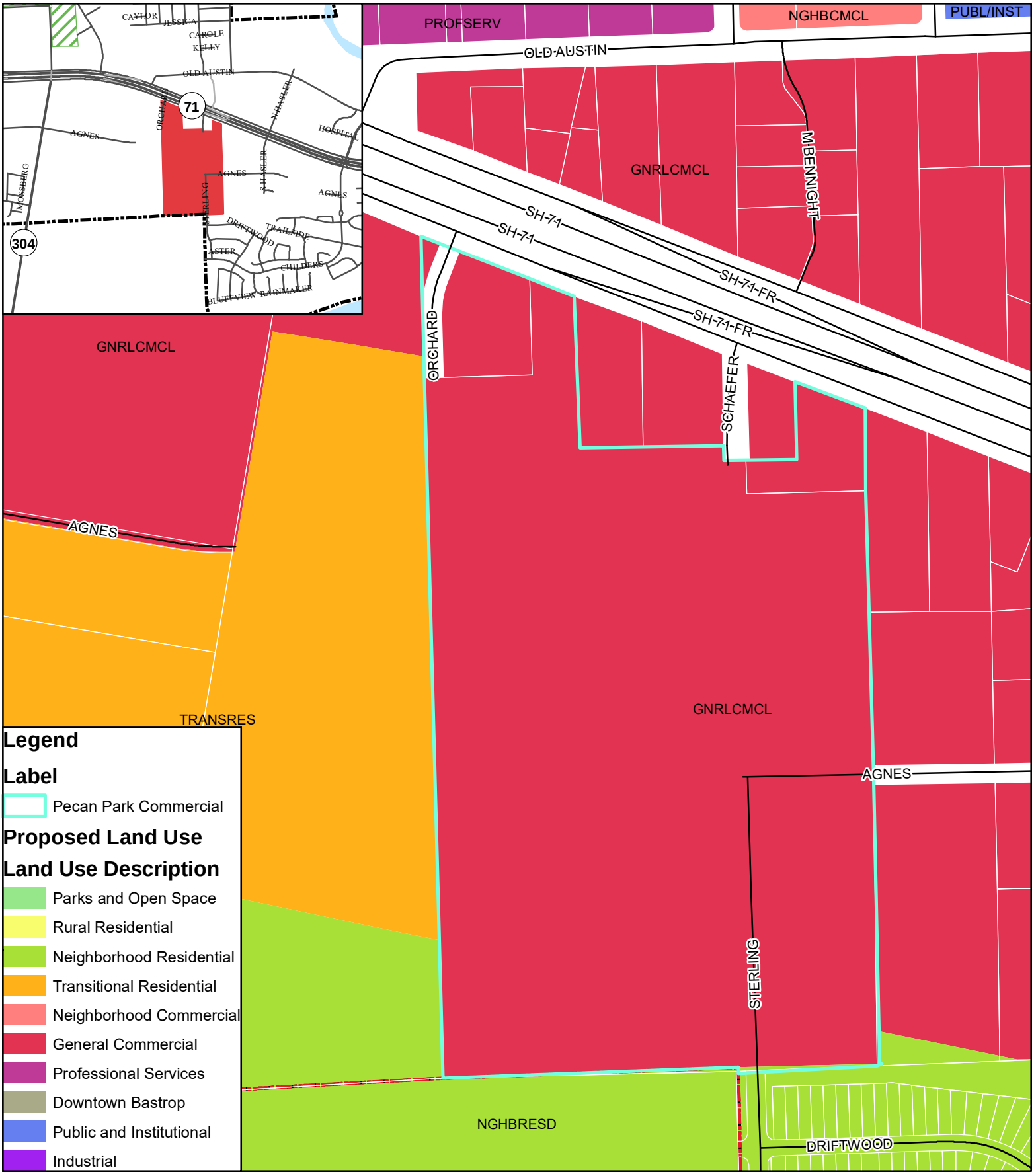
1 inch = 400 feet

Zoning Map
Planned Development Amendment

N

Date: 11/12/2021

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



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Heart of the Lost Pines
Est. 1832

1 inch = 400 feet

Future Land Use Map
Planned Development District Amendment Request

N

Date: 11/12/2021

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

Items for Individual Consideration

Public hearing and consider action to approve on first reading Ordinance No. 2021-18, amending Ordinance No. 2015-14, Pecan Park Commercial Planned Development, for 66.494 acres of land out of the Nancy Blakey Survey, Abstract No. 98, located south of State Highway 71, east of Orchard Parkway, west of Hasler Boulevard, located within the City of Bastrop, as shown in Exhibit A, providing for findings of fact, adoption, repealer, severability, and enforcement; establishing an effective date; and proper notice and meeting.

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Est. 1832

Location Map



BASTROPTX
Heart of the Lost Pines / Est. 1832

Pecan Park Commercial Planned Development

- Applications currently in process:
  - Planned Development District Amendment
    - Tonight
  - Memorandum of Understanding (MOU) amendment
    - Future City Council meeting
  - Preliminary Plat
    - Planning & Zoning Commission

BASTROPTX
Heart of the Lost Pines / Est. 1832

Pecan Park Commercial Planned Development

- Planned Development District created in 2015

- 66.494-acre commercial development with a mix of multifamily, office and retail uses allowed

- Two lots developed
  - Southside BBQ
  - Ally ER

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Pecan Park Commercial Planned Development

- Five land use districts, not to exceed percentages:
  - Office – 25%
  - General Retail – 25%
  - Commercial – 40%
  - Multifamily – 25%
  - Common Area – no max

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Pecan Park Commercial Planned Development

- Request 1:
  - Increase height allowance from 2 story to 4 story in General Retail Land Use District

- General Retail: retail, neighborhood and regional shopping, hotels, restaurants

- B³ Code max height 5 stories in P5 (outside of Downtown/Old Town)

- Existing hotels: 2-4 stories

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Pecan Park Commercial Planned Development

- Request 2:
  - Increase max multifamily unit count from 400 to 408 in the Multifamily Land Use District in PD

- Multifamily: low-rise multiple dwelling buildings up to 25 units per acre

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Planning & Zoning Commission Recommendation

Voted to approve by a vote of six for and one against

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Recommendation

Applicant has requested that this change be adopted by the end of the year. For this, City Council can waive the second reading and approve on the first reading of the ordinance.

Public hearing and consider action to approve on first reading Ordinance No. 2021-18, amending Ordinance No. 2015-14, Pecan Park Commercial Planned Development, for 66.494 acres of land out of the Nancy Blakey Survey, Abstract No. 98, located south of State Highway 71, east of Orchard Parkway, west of Hasler Boulevard, located within the City of Bastrop, as shown in Exhibit A, providing for findings of fact, adoption, repealer, severability, and enforcement; establishing an effective date; and proper notice and meeting.

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Heart of the Lost Pines / Est. 1832

STAFF REPORT

MEETING DATE: December 14, 2021 **AGENDA ITEM:** 12G

TITLE:
Hold public hearing and consider action to approve the first reading of Ordinance No. 2021-17 adopting the 2022 Annual Schedule of Uniform Submittal Dates, per Bastrop Building Block (B^3) 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^3) 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 move to include on the January 11, 2022, Consent Agenda for second reading.

STAFF REPRESENTATIVE:
Allison Land, Senior Planner

BACKGROUND/HISTORY:
House Bill 3167 of the 86th Session of the Texas Legislature, subsequently codified in Texas Local Government Code Chapter 212, 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 submittals will be checked for all items required for review, when recommendations or approvals are made, and dates of any required Planning & Zoning Commission and/or City Council meetings.

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 submittal checks around any Tuesday holidays. Adjustments from the regularly scheduled day are in bold and italics on the schedules.

FUNDING SOURCE: N/A

RECOMMENDATION:
Hold public hearing and consider action to approve the first reading of Ordinance No. 2018-17 adopting the 2022 Annual Schedule of Uniform Submittal Dates, per Bastrop Building Block (B^3) 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^3) 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 forward to the January 11, 2022 Consent Agenda.

ATTACHMENTS:
- Exhibit A – 2021 Schedule of Uniform Submittal Dates

ORDINANCE 2021-17

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS ADOPTING THE 2022 ANNUAL SCHEDULE OF UNIFORM SUBMITTAL DATES, PER BASTROP BUILDING BLOCK (B³) 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 (B³) 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 2022 Schedule of Uniform Submittal Dates, in accordance with B³ Code Section 2.3.004 Annual Adoption of Schedule of Uniform Submittal Dates for Site Plans and Place Type Zoning Changes and B³ 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.

DRAFT

READ and APPROVED on First Reading on the 14th day of December 2021.

READ and ADOPTED on Second Reading on the 11th day of January 2022.

APPROVED:

_____

Connie B. Schroeder, Mayor

ATTEST:

_____

Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____

Alan Bojorquez, City Attorney

DRAFT

2022 Schedule of Uniform Submittal Dates

Plats Administratively Approved

Amending, Minor, Non-Residential Replat

Submittal Dates	Submittal 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 have all required items to 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
1/3/2022	1/4/2022	1/13/2022	***1/18/2022***	1/27/2022
2/7/2022	2/8/2022	2/17/2022	2/21/2022	3/3/2022
3/7/2022	3/8/2022	3/17/2022	3/21/2022	3/31/2022
4/4/2022	4/5/2022	4/14/2022	4/18/2022	4/28/2022
5/2/2022	5/3/2022	5/12/2022	5/16/2022	5/26/2022
6/6/2022	6/7/2022	6/16/2022	6/20/2022	6/30/2022
7/5/2022	7/5/2022	7/14/2022	7/18/2022	7/28/2022
8/1/2022	8/2/2022	8/11/2022	8/15/2022	8/25/2022
9/6/2022	9/6/2022	9/15/2022	9/19/2022	9/29/2022
10/3/2022	10/4/2022	10/13/2022	10/17/2022	10/27/2022
11/7/2021	11/8/2021	11/17/2021	11/21/2021	12/1/2021
11/21/2022	11/22/2022	12/1/2022	12/5/2022	12/15/2022
1/3/2023	1/4/2023	1/13/2023	***1/17/2023***	1/26/2023

2022 Schedule of Uniform Submittal Dates

Plats Requiring Planning & Zoning Commission Approval

Preliminary, Final, Residential Replat

Submittal Dates	Submittal 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 have all required items to enter review	Approved, Approved with Conditions, or Denied (Thursday)	For projects that were Approved with Conditions (Monday)	(Friday)	(Thursday)
1/3/2022	1/4/2022	1/13/2022	***1/18/2022***	1/21/2022	1/27/2022
2/7/2022	2/8/2022	2/17/2022	2/21/2022	2/18/2022	2/24/2022
3/7/2022	3/8/2022	3/17/2022	3/21/2022	3/25/2022	3/31/2022
4/4/2022	4/5/2022	4/14/2022	4/18/2022	4/17/2022	4/23/2022
5/2/2022	5/3/2022	5/12/2022	5/16/2022	5/20/2022	5/26/2022
6/6/2022	6/7/2022	6/16/2022	6/20/2022	6/24/2022	6/30/2022
7/5/2022	7/6/2022	7/14/2022	7/18/2022	7/22/2022	7/28/2022
8/1/2022	8/2/2022	8/11/2022	8/15/2022	8/19/2022	8/25/2022
9/6/2022	9/7/2022	9/15/2022	9/19/2022	9/23/2022	9/29/2022
10/3/2022	10/4/2022	10/13/2022	10/17/2022	10/21/2022	10/27/2022
10/24/2022	10/25/2022	11/3/2022	11/7/2022	***11/10/2022***	***11/17/2022***
11/21/2022	11/22/2022	12/1/2022	12/5/2022	12/9/2022	***12/15/2022***
1/3/2023	1/4/2023	1/12/2023	***1/17/2023***	1/20/2023	1/26/2023

2022 Schedule of Uniform Submittal Dates

Site Development Plans & Public Improvement Plans (PIPs)

Submittal Dates	Submittal 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 have all required items to 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
1/18/2022	1/19/2022	1/27/2022	1/31/2022	2/10/2022
2/21/2022	2/22/2022	3/3/2022	3/7/2022	3/17/2022
3/21/2022	3/22/2022	3/31/2022	4/4/2022	4/14/2022
4/18/2022	4/19/2022	4/28/2022	5/2/2022	5/12/2022
5/16/2022	5/17/2022	5/26/2022	5/31/2022	6/9/2022
6/20/2022	6/21/2022	6/30/2022	7/5/2022	7/14/2022
7/18/2022	7/19/2022	7/28/2022	8/1/2022	8/11/2022
8/15/2022	8/16/2022	8/25/2022	8/29/2022	9/8/2022
9/19/2022	9/20/2022	9/29/2022	10/3/2022	10/13/2022
10/17/2022	10/18/2022	10/27/2022	10/31/2022	11/10/2022
11/21/2022	11/22/2022	12/1/2022	12/5/2022	12/15/2022
12/19/2022	12/20/2022	12/29/2022	1/3/2023	1/12/2023
1/17/2023	1/18/2023	1/26/2023	1/30/2023	2/9/2023

2022 Schedule of Uniform Submittal Dates

Zoning Concept Schemes and Neighborhood Regulating Plans

Submittal/Resubmittal Dates	Submittal 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 have all required items to enter review	(Thursday)	Public Hearing (Thursday)	Public Hearing First Reading (Tuesday)	Second Reading (Tuesday)
12/13/2021	12/14/2021	12/23/2021	1/27/2022	2/22/2022	3/8/2022
1/10/2022	1/11/2022	1/20/2022	2/24/2022	3/22/2022	4/12/2022
2/14/2022	2/15/2022	2/24/2022	3/31/2022	4/26/2022	5/10/2022
3/14/2022	3/15/2022	3/24/2022	4/28/2022	5/24/2022	6/14/2022
4/11/2022	4/12/2022	4/21/2022	5/26/2022	6/28/2022	7/12/2022
5/9/2022	5/10/2022	5/19/2022	6/30/2022	7/26/2022	8/9/2022
6/13/2022	6/14/2022	6/23/2022	7/28/2022	8/23/2022	9/13/2022
7/11/2022	7/12/2022	7/21/2022	8/25/2022	9/27/2022	10/11/2022
8/8/2022	8/9/2022	8/18/2022	9/29/2022	10/25/2022	11/8/2022
9/12/2022	9/13/2022	9/22/2022	10/27/2022	***12/13/2022***	***1/10/2023***
10/3/2022	10/4/2022	10/13/2022	***11/17/2022***	***12/13/2022***	***1/10/2023***
11/7/2022	11/8/2022	11/17/2022	***12/15/2022***	1/24/2023	2/14/2023
12/5/2022	12/6/2022	12/15/2022	1/26/2023	2/28/2023	3/14/2023
1/9/2023	1/10/2023	1/19/2023	2/23/2023	3/28/2023	4/11/2023

Items for Individual Consideration

Hold public hearing and consider action to approve the first reading of Ordinance No. 2018-17 adopting the 2022 Annual Schedule of Uniform Submittal Dates, per Bastrop Building Block (B^3) 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^3) 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 forward to the January 11, 2022 Consent Agenda.

BASTROPTX
Heart of the Lost Pines
Est. 1832

Submittal Schedule

- House Bill 3167 codified into Local Government Code Chapter 212
  - 30-day approvals
- Predictable, upfront information within timeline
- Monday submittal, Thursday comments
- Notification requirements
- Holiday adjustments

BASTROPTX
Heart of the Lost Pines / Est. 1832

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
7/6/2021	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
9/7/2021	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	***11/18/2021***
11/22/2021	11/23/2021	12/2/2021	12/6/2021	12/10/2021	***12/16/2021***
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	***12/14/2021***	***1/11/2022***
10/4/2021	10/5/2021	10/14/2021	***11/18/2021***	***12/14/2021***	1/11/2022
11/1/2021	11/2/2021	11/11/2021	***12/16/2021***	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	***1/19/2021***	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
7/6/2021	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
9/7/2021	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	***11/18/2021***
11/22/2021	11/23/2021	12/2/2021	12/6/2021	***12/16/2021***
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
1/19/2021	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	***11/12/2021***
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
1/18/2022	1/19/2022	1/27/2022	1/31/2022	2/10/2022

Recommendation

- Hold public hearing and consider action to approve the first reading of Ordinance No. 2021-17 amending Bastrop Building Block (B^3) 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^3) 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 forward to the January 11, 2022 Consent Agenda.

- At the October 29, 2020 Planning & Zoning Commission, the Commission recommended approval by unanimous vote.

BASTROPTX
Heart of the Lost Pines / Est. 1832

STAFF REPORT

MEETING DATE: December 14, 2021 **AGENDA ITEM**: 12H

TITLE:
Consider action to approve Resolution No. R-2021-122 of the City Council of the City of Bastrop, Texas, approving two professional engineering services contracts with Kimley-Horn and Associates, Inc. to the Agnes Street Extension project to a not to exceed total combined amount of five hundred thousand dollars ($500,000).; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:
Fabiola de Carvalho, MIAM, Director of Engineering and Capital Project Management

BACKGROUND/HISTORY:
The City of Bastrop has been experiencing rapid growth along the Highway 71 Corridor to Austin.

In 2015 a housing study commissioned by the Bastrop Economic Development Corporation suggested Bastrop could become the next housing hot spot in Central Texas. At the time, the housing study found that Bastrop's proximity to Austin and Houston, and its quality-of-life community amenities, would increase its share of the Austin regional housing market. With this noted continued growth, infrastructure is aging and failing, traffic is increasing while level of service is dropping, and the river that splits Bastrop into eastern and western sections has experienced more pronounced flooding.

Texas Highway 71 through Bastrop is a designated major hurricane evacuation route as well as an evacuation route for other flood-related events throughout central Texas. During these times when traffic is heavy or stopped along the route through Bastrop, Highway 71 is impassable, and first responders have difficulty providing service south of the highway and west of the river due to no alternate east west connector roads other than Highway 71. The extension of Agnes Street will reduce the response time of first responders to these rapidly developing areas on the southwest side of the City by providing an alternate route.

The City submitted an application through the Texas General Land Office (GLO) for the Community Development Block Grant Mitigation funds (CDBG-MIT) and was approved in May 2021 for the amount of four million two hundred and forty thousand, three hundred twenty-nine dollars and twenty cents ($4,240,329.20). Approximately three hundred and twenty-nine thousand dollars ($329,000) will be to cover engineering costs. Any additional costs with engineering will have to be funded by a different source. In addition, the grant does not cover water and wastewater utilities, which will have to be designed and built at the same time.

Two agreements are suggested, one will cover the grant funded work, the other will provide for the water and wastewater utility work. This will facilitate the financial reporting associated with the grant.

The city selected Kimley-Horn as part of the Request for Qualifications (RFQ) process completed in July 2018, Resolution NO. R-2018-54

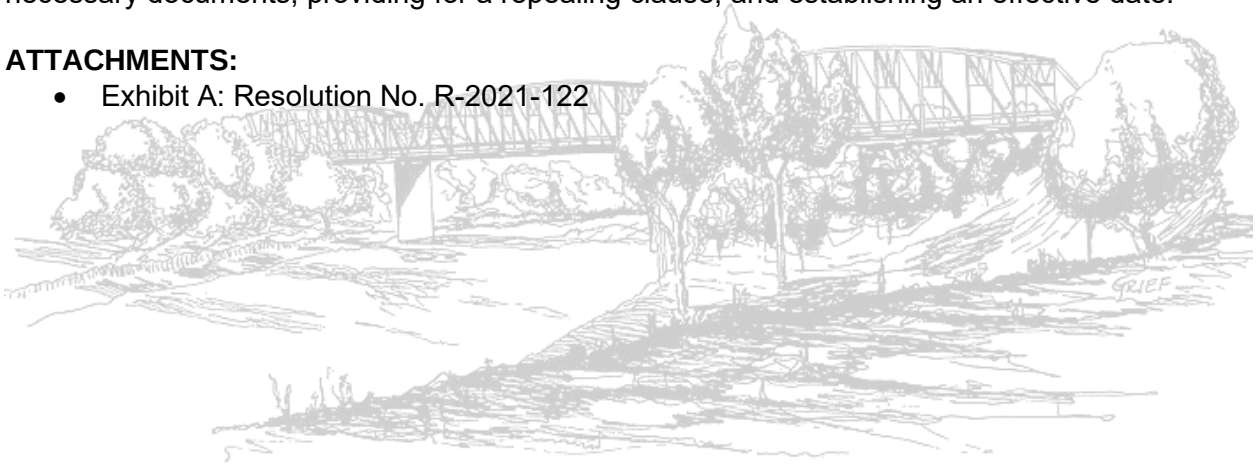
FISCAL IMPACT:
FY22 Annual Budget –

- Texas General Land Office (GLO) for the Community Development Block Grant Mitigation funds (CDBG-MIT): $1,700,000
- BEDC: 1% match
- Water and wastewater facilities not covered by the grant: funded by the water and wastewater funds

RECOMMENDATION:
Consider action to approve Resolution No. R-2021-122 of the City Council of the City of Bastrop, Texas, approving two professional engineering services contracts with Kimley-Horn and Associates, Inc. to the Agnes Street Extension project to a not to exceed total combined amount of five hundred thousand dollars ($500,000).; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Exhibit A: Resolution No. R-2021-122



RESOLUTION NO. R-2021-122

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING TWO PROFESSIONAL SERVICES CONTRACTS WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR THE AGNES STREET EXTENSION PROJECT TO A NOT TO EXCEED TOTAL COMBINED AMOUNT OF FIVE HUNDRED THOUSAND DOLLARS AND ($500,000).; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the City of Bastrop understands that Texas Highway 71 through Bastrop is a designated major hurricane evacuation route for other flood related events throughout central Texas; and

WHEREAS, the City of Bastrop understands that the extension of Agnes Street will provide an alternate route that will reduce the response time of first responders to developing areas on the southwest side of the City; and

WHEREAS, the City of Bastrop approved a list of qualified engineers on July 10, 2018 by Resolution R-2018-54; and

WHEREAS, the City of Bastrop City Council has unequivocally committed to fiscal sustainability, responsibly managing growth, and taking definitive action towards lasting solutions.

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

Section 1. That the City Manager is hereby authorized to execute Professional Services Contracts, to a not to exceed combined amount of five hundred thousand dollars ($500,000).

Section 2. 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 14th day of December 2021.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

STAFF REPORT

MEETING DATE: December 14, 2021 **AGENDA ITEM**: 12I

TITLE:
Consider action to approve the second reading of Resolution No. R-2021-108 of the City Council of the City of Bastrop, Texas, approving the expenditure of Bastrop Economic Development Corporation funds for an Infrastructure Project in an amount not to exceed One Million and 00/100 Dollars ($1,000,000.00); repealing all resolutions in conflict; and providing an effective date.

AGENDA ITEM SUBMITTED BY:
Genora Young, BEDC Interim Executive Director

BACKGROUND/HISTORY:
The BEDC is seeking approval of a project under Section 505.158 of the Texas Local Government Code. The project will create additional shovel-ready sites in the Bastrop Business and Industrial Park at an estimated cost of $900,000 to $1,000,000.

Although this first section of infrastructure is relatively small, it is a significant part, because this project will get us past the underground gas main, thereby allowing access to the remaining portions of the park that are currently undeveloped.

The opinion of probable cost (OPC) from the engineer includes approximately 1,000 linear feet (LF) of: 8-inch concrete roadways, curbed and guttered; 8-inch water lines; 12-inch sewer lines; conduit for electrical and telecommunications; streetlights; and required storm water drainage. The OPC includes engineering fees and a 15% contingency. There will also likely be a fee related to inspection by a third party. All of these costs bring the total project close to $1 million.

The BEDC Board of Directors approved funding this infrastructure project at a special board meeting on November 5, 2021. The BEDC has approximately $200,000 in remaining bond funds for 2013 that can be used for this project. A budget amendment will be needed for the balance of the funds required. The first reading of the Resolution was conditionally approved at the City Council meeting on November 9, 2021.

FISCAL IMPACT:
Budget Amendment is being requested at the December 14th Council Meeting

RECOMMENDATION:
Genora Young, BEDC Interim Executive Director, recommends approval of the second reading of Resolution No. R-2021-108 of the City Council of the City of Bastrop, Texas, approving the expenditure of Bastrop Economic Development Corporation funds for an Infrastructure Project in an amount not to exceed One Million and 00/100 Dollars ($1,000,000.00); repealing all resolutions in conflict; and providing an effective date.

ATTACHMENTS:
- Draft Resolution
- BEDC Board Resolution
- Project Map

RESOLUTION NO. R-2021-108

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE EXPENDITURE OF BASTROP ECONOMIC DEVELOPMENT FUNDS FOR AN INFRASTRUCTURE PROJECT IN THE BASTROP BUSINESS AND INDUSTRIAL PARK IN AN AMOUNT NOT TO EXCEED ONE MILLION AND 00/100 DOLLARS ($1,000,000.00); REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Local Government Code, Section 501.103 authorizes the expenditure of Bastrop Economic Development Corporation ("BEDC") funds for a project that the BEDC's Board of Directors determines to be necessary and suitable to promote or develop new or expanded business enterprises, limited to streets and roads, rail spurs, water and sewer utilities, electric and gas utilities, drainage, site improvements, and related improvements; and

WHEREAS, the Texas Local Government Code, Section 505.158(a) authorizes a Corporation created by a municipality of 20,000 or less to fund a project that includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the Corporation's Board of Directors to promote new or expanded business development; and

WHEREAS, the Board of Directors of the BEDC met on November 5, 2021, and took formal action making required findings, and supporting and authorizing funding for various Type B Corporation projects, as shown in Exhibit "A"; and

WHEREAS, regarding one such project, after careful evaluation and consideration by the BEDC, it has determined that a project proposing to design and construct targeted infrastructure and improvements within the Bastrop Business and Industrial Park ("Project"), the scope of which includes, without limitation, the construction of a roadway and related infrastructure, is necessary and suitable to promote or develop new or expanded business enterprises and, further, that such infrastructure is limited to permissible infrastructure as an authorized project pursuant to Section 501.103 of the Texas Local Government Code; and

WHEREAS, remaining 2013 bond funds in the amount of approximately $200,000.00 will be allocated to this Project and the BEDC will request a budget amendment in December in the amount of $800,000.00 for the balance of the Project; and

WHEREAS, Section 505.158(b) of the Texas Local Government Code mandates that prior to the BEDC undertaking a project involving an expenditure by the BEDC of more than $10,000.00, the City Council must adopt a Resolution authorizing the project, which Resolution must be read by the City Council on two separate occasions; and

WHEREAS, the City has reviewed the November 5, 2021, actions of the BEDC related to the Project noted herein, has considered and evaluated that Project, and has found it meritorious of the City Council's authorization and approval.

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

SECTION 1. Findings and Determination. The City Council hereby finds and determines that it is in the best interest of the BEDC and the City to authorize funding for the Project, as authorized by the Texas Local Government Code, Sections 501.103 and 505.158.

SECTION 2. Authorization of Expenditure. The City Council of the City of Bastrop, Texas, hereby authorizes the funding of the Project (Exhibit "A") in an amount not to exceed $1,000,000.00, as estimated and requested by the BEDC.

SECTION 3. Open Meeting. The City Council hereby finds and determines that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose at which it was read was given in accordance with Chapter 551, Texas Government Code.

SECTION 4. Any prior resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 5. Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 6. Two Readings Required. This Resolution shall take effect immediately from and after its passage upon a subsequent second reading and passage, and it is duly resolved.

DRAFT

READ and ACKNOWLEDGED on First Reading on the 9th day of November 2021.

READ and APPROVED on the Second Reading on the 14th day of December 2021.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

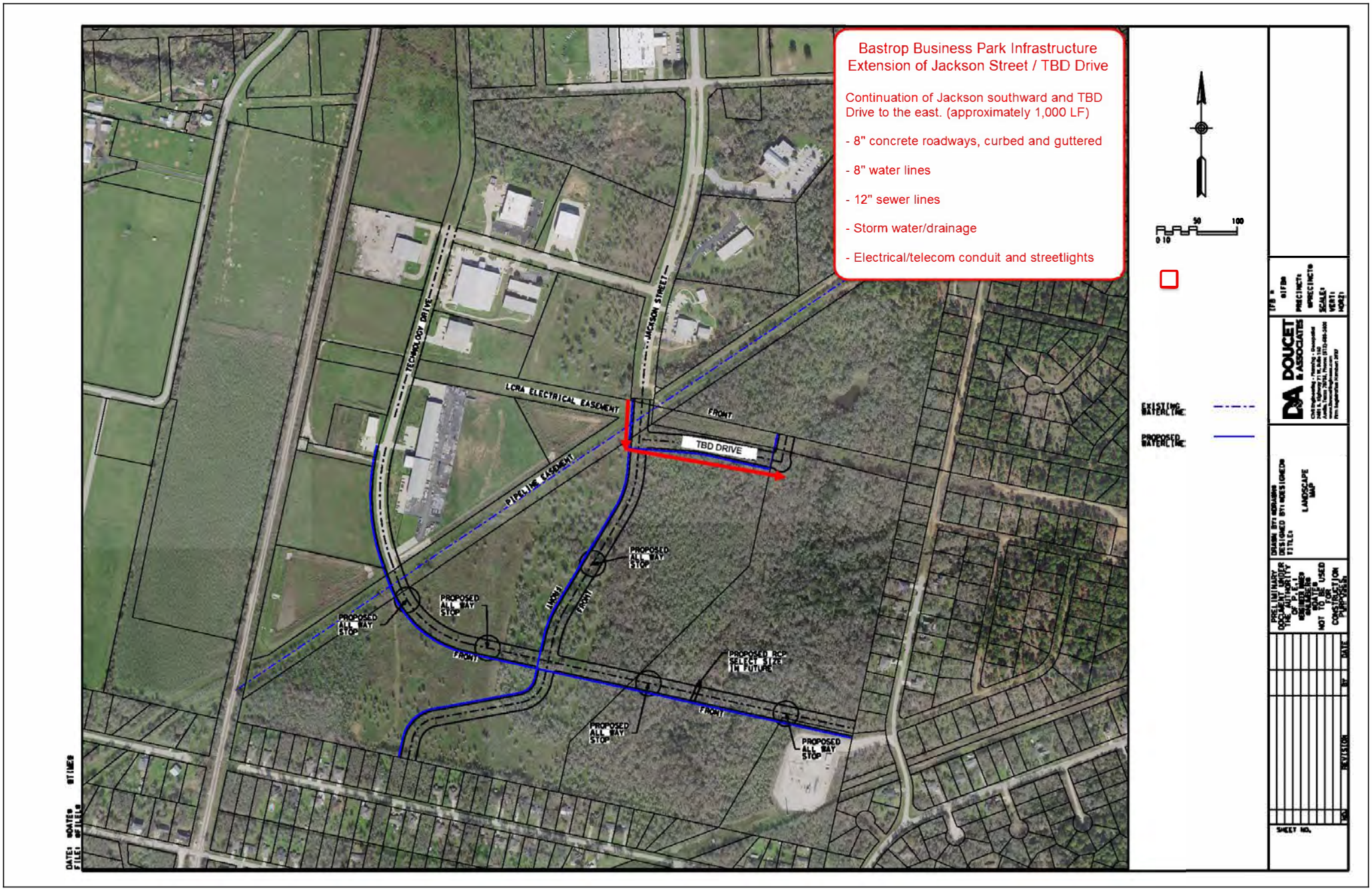
_____
Alan Bojorquez, City Attorney

DRAFT

Exhibit “A”
Proposed First Section of Infrastructure Installation

DRAFT

Exhibit "A"


Bastrop Business Park Infrastructure
Extension of Jackson Street / TBD Drive
Continuation of Jackson southward and TBD Drive to the east. (approximately 1,000 LF)
- 8" concrete roadways, curbed and guttered
- 8" water lines
- 12" sewer lines
- Storm water/drainage
- Electrical/telecom conduit and streetlights
TECHNOLOGY DRIVE
JACKSON STREET
LCRA ELECTRICAL EASEMENT
PIPELINE EASEMENT
TBD DRIVE
FRONT
PROPOSED ALL WAY STOP
PROPOSED RCP SELECT SIZE IN FUTURE
EXISTING WATERLINE
PROPOSED WATERLINE
LANDSCAPE MAP
DAUCET & ASSOCIATES

RESOLUTION NO. R-2021-0015

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING THE EXPENDITURE OF FUNDS FOR EXPANSION OF INFRASTRUCTURE IN THE BASTROP BUSINESS AND INDUSTRIAL PARK IN AN AMOUNT NOT TO EXCEED $1,000,000; AUTHORIZING A BUDGET AMENDMENT IN THIS AMOUNT; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Development Corporation Act of 1979, as amended (Section 501.001 *et seq.*, Texas Local Government Code, formerly the Development Corporation Act of 1979) (the "Act") authorizes a development corporation to fund certain projects as defined by the Act and is acting with the approval of the governing body of the City of Bastrop, Texas; and

WHEREAS, after careful evaluation and consideration by the Board, it has determined that a project proposing to design and construct targeted infrastructure and improvements ("Project") are necessary and suitable to promote or develop new or expanded business enterprises within the Bastrop Business and Industrial Park and, further, that such infrastructure is limited to permissible infrastructure as an authorized project pursuant to Section 501.103 of the Texas Local Government Code; and

WHEREAS, the Board has determined that a public hearing is not necessary prior to authorizing the expenditure of BEDC resources for this type of project, in accordance with Texas Local Government Code § 505.159(b); and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose at which it was read was given in accordance with Chapter 551, Texas Government Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1. The findings set out above are hereby found to be true and correct and are incorporated herein for all purposes.

SECTION 2. On this date the BEDC hereby finds and determines that it is in the best interest of the Corporation to expend funds on the Project in an estimated amount of $1,000,000, which has been found hereunder to be necessary to promote and develop new or expanded business enterprises in the Bastrop Business and Industrial Park and, therefore, qualifies as a project and is authorized under Texas Local Government Code § 501.103, as shown in Exhibit "A."

SECTION 3. The Board authorizes the BEDC Executive Director or Board Secretary/Treasurer to take all necessary actions to proceed with the development of the Project, including amending the BEDC budget for fiscal year 2021/2022 in the amount of $800,000 and reallocating the remainder of 2013 bond funds to the Project.

SECTION 4. This Resolution is effective upon passage.

DULY RESOLVED AND ADOPTED by the Board of Directors of the Bastrop Economic Development Corporation, this 5th day of November 2021.

BASTROP ECONOMIC
DEVELOPMENT CORPORATION

Kathryn Nash, Board Chair

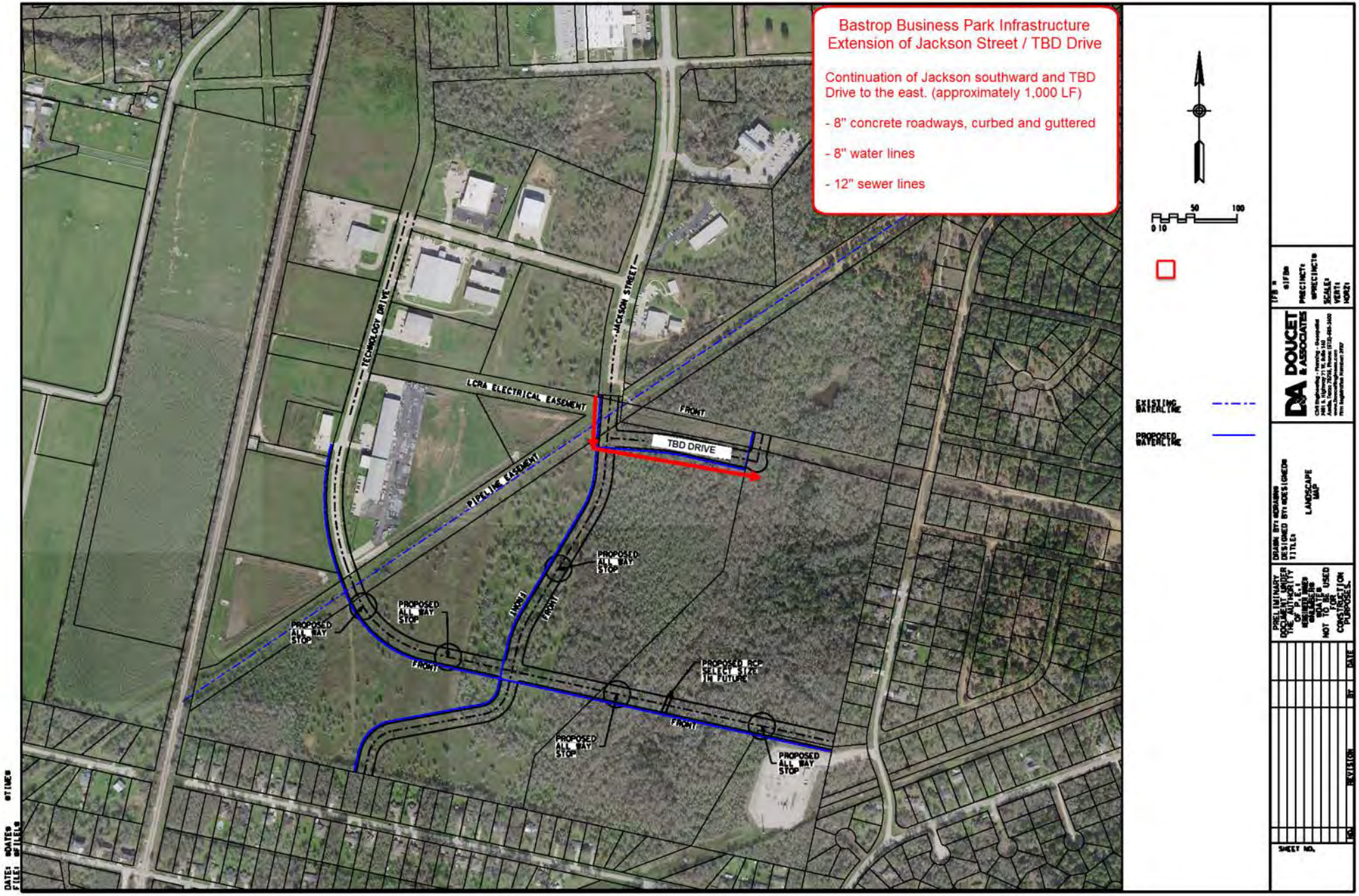
ATTEST:

William Gossett, Board Secretary

APPROVED AS TO FORM:

Denton, Navarro, Rocha, Bernal & Zech, P.C.

Bastrop Business Park Infrastructure Project - Preliminary Layout



STAFF REPORT

MEETING DATE: December 14, 2021 **AGENDA ITEM**: 12J

TITLE:
Consider action to approve Resolution No. R-2021-123 of the City Council of the City of Bastrop, Texas, approving a professional engineering services contract with Kimley-Horn for the Business and Industrial Park Improvements project to a not to exceed amount of three hundred thousand dollars ($300,000).; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:
Fabiola de Carvalho, MIAM, Director of Engineering and Capital Project Management

BACKGROUND/HISTORY:

On November 9th, 2021, City Council read and acknowledged Resolution NO. R-2021-108, approving the expenditure of BEDC funds for an infrastructure project in the Bastrop Business and Industrial Park in an amount not to exceed of One Million Dollars ($1M). On December 14th, the same resolution will have its Second Reading for approval.

After careful evaluation and consideration by the BEDC and City of Bastrop, it has determined that in order to promote suitable new and/or expand development within the Business and Industrial Park, a project proposing to design and construct targeted infrastructure and improvements within the Bastrop Business and Industrial Park, including extension of Technology Dr. and south of Jackson St. is necessary, which will be designed and constructed in different phases.

The first phase of this project will be the extension of a new roadway and utilities from south of Jackson St. through LCRA Electrical Easement, then extending east that will serve the future Moca Ventures tract on the east side of the Business Park.

With the design of the entire Park, the City and the BEDC will be able to phase in the remainder of the Park as new users are brought in or in anticipation of new Park users.

The City selected Kimley-Horn as part of the Request for Qualifications (RFQ) process completed in July 2018, Resolution NO. R-2018-54.

The design and construction phases of this project will be managed by the City of Bastrop Engineering and Capital Project Management Department.

FISCAL IMPACT:
This project will be funded by BEDC.

RECOMMENDATION:
Consider action to approve Resolution No. R-2021-123 of the City Council of the City of Bastrop, Texas, approving a professional engineering services contract with Kimley-Horn to the Business and Industrial Park Improvements project to a not to exceed amount of three hundred thousand dollars ($300,000).; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Exhibit A: Resolution No. R-2021-123

RESOLUTION NO. R-2021-123

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A PROFESSIONAL SERVICES CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR THE BUSINESS AND INDUSTRIAL PARK IMPROVEMENTS PROJECT TO A NOT TO EXCEED AMOUNT OF THREE HUNDRED THOUSAND DOLLARS ($300,000).; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the City of Bastrop understands that to promote suitable new and/or expand development within the Business and Industrial Park, a project proposing to design and construct targeted infrastructure and improvements within the Bastrop Business and Industrial Park, is necessary; and

WHEREAS, the City of Bastrop understands that having public infrastructure available in the Business and Industrial Park will provide economic benefit to the City of Bastrop; and

WHEREAS, the City of Bastrop has selected Kimley-Horn as the Engineering firm, approved from a list of qualified engineers on July 10, 2018 by Resolution R-2018-54; and

WHEREAS, the City of Bastrop City Council has unequivocally committed to fiscal sustainability, responsibly managing growth, and taking definitive action towards lasting solutions.

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

Section 1. That the City Manager is hereby authorized to execute Professional Services Contracts, to a not to exceed amount of three hundred thousand dollars ($300,000).

Section 2. 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 14th day of December 2021.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

STAFF REPORT

MEETING DATE: December 14, 2021 **AGENDA ITEM**: 12K

TITLE:
Consider action to approve the first reading of Resolution No. R-2021-112 of the City Council of the City of Bastrop, Texas, approving a Project with Coltzin, LLC, in the amount of Two Hundred Thirty-Three Thousand, Nine Hundred Thirty-Four Dollars and 62/100 ($233,934.62) for the project; providing an effective date; and move to include on the January 11, 2022, Consent Agenda for second reading.

AGENDA ITEM SUBMITTED BY:
Genora Young, BEDC Interim Executive Director

BACKGROUND/HISTORY:
The BEDC is seeking approval of a project under Section 505.158 of the Texas Local Government Code. The BEDC Board approved an Economic Development Performance Agreement with Coltzin, LLC ("Developer") at a board meeting on November 15, 2021.

Through the performance agreement, the BEDC is offering incentives to the Developer by rebating the purchase price of the property that they are purchasing in the Bastrop Business and Industrial Park, upon the Developer's successful completion of the project.

FISCAL IMPACT:
Included in the BEDC's FY2022/2023 forecasted budget.

RECOMMENDATION:
Recommend approval of the first reading of Resolution No. R-2021-112 the City Council of the City of Bastrop, Texas, approving a Project with Coltzin, LLC, in the amount of Two Hundred Thirty-Three Thousand, Nine Hundred Thirty-Four Dollars and 62/100 ($233,934.62) for the project; providing an effective date; and move to include on the January 11, 2022, Consent Agenda for second reading.

ATTACHMENTS:
- Draft Resolution R-2021-112
- Signed BEDC Resolution R-2021-0012
- Economic Development Performance Agreement

RESOLUTION NO. R-2021-112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A PROJECT WITH COLTZIN, LLC, IN AN AMOUNT EXCEEDING TEN THOUSAND DOLLARS ($10,000.00) FOR THE PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Bastrop Economic Development Corporation ("BEDC") is a public instrumentality and non-profit industrial development corporation duly established and operating under Local Government Code, Chapters 501 and 505 *et seq*., as amended, known as the Development Corporation Act of 1979 (the "Act"), and is acting with the approval of the governing body of the City of Bastrop, Texas (the "City"); and

WHEREAS, the BEDC Board of Directors met on November 15, 2021, and took formal action to support and provide funds for various economic development projects (the "Project") under Chapters 501 and 505 of the Texas Local Government Code; and

WHEREAS, Section 505.158 of the Local Government Code mandates that prior to the BEDC funding a project involving an expenditure by the BEDC of more than $10,000, per project, the City Council shall adopt a Resolution authorizing the project, which Resolution shall have two separate readings by the City Council; and

WHEREAS, Coltzin, LLC, formerly known as "Project Fiesta" ("Developer") desires to purchase approximately 5.477 acres of land from the BEDC for Two Hundred Thirty-Three Thousand, Nine Hundred Thirty-Four Dollars and 62/100 ($233,934.62) and develop a minimum 20,000 square foot food manufacturing facility, with a minimum capital investment of One Million Six Hundred Thousand Dollars ($1,600,000), in the Bastrop Business and Industrial Park, a target area for development for the BEDC; and

WHEREAS, the BEDC Board of Directors approved an Economic Development Performance Agreement with the Developer via Resolution R-2021-0012 on November 15, 2021; and

WHEREAS, the City has reviewed the November 15, 2021, actions of the BEDC related to the Project noted herein below, has considered and evaluated that project, and has found it meritorious of the Council's approval; and

WHEREAS, the BEDC desires to offer incentives to be paid in accordance with the project's goals and objectives, as well as being conducted in accordance with the BEDC's strategic plan; and

WHEREAS, the BEDC is awarding more than $10,000 for this project under this Resolution, which requires the City of Bastrop City Council to approve the project at two readings; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose at which it was read was given in accordance with Chapter 551, Texas Government Code.

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

DRAFT

SECTION 1. The City Council of the City of Bastrop, Texas, hereby approves of the Project and Resolution 2021-0012 passed by the BEDC Board of Directors on November 15, 2021.

SECTION 2. The City Manager is hereby authorized to convey a copy of this Resolution of approval, as appropriate.

SECTION 3. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

READ and ACKNOWLEDGED on First Reading on the 14th day of December 2021.

READ and APPROVED on the Second Reading on the 11th day of January 2022.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

DRAFT

RESOLUTION NO. R-2021-0012

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING THE TERMS OF A PERFORMANCE AGREEMENT WITH COLTZIN, LLC; AUTHORIZING ALL NECESSARY ACTIONS, INCLUDING EXECUTION OF NECESSARY DOCUMENTATION; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Development Corporation Act of 1979, as amended (Section 501.001 *et seq.*, Texas Local Government Code, formerly the Development Corporation Act of 1979) (the "Act") authorizes a development corporation to fund certain projects as defined by the Act and requires development corporations to enter into performance agreements to establish and provide for the direct incentive or make an expenditure on behalf of a business enterprise under a project; and

WHEREAS, the BEDC Board has provided the BEDC staff with full authority to take reasonable and necessary actions to incentivize economic development in the City of Bastrop; and

WHEREAS, Section 501.158 of the Act requires a performance agreement to provide at a minimum for a schedule of additional payroll or jobs to be created or retained, capital investment, and workforce training and development are all factors to consider for any direct incentives provided or expenditures made by the Bastrop Economic Development Corporation (the "BEDC") under an agreement and to specify the terms under which repayment must be made if the business enterprise does not meet the performance requirements specified in the agreement; and

WHEREAS, Coltzin, LLC ("Project") desires to purchase approximately 5.477 acres of land (the "Property") from BEDC for Two Hundred Thirty-Three Thousand, Nine Hundred Thirty-Four Dollars and Sixty-Two Cents ($233,934.62) for construction of a minimum 20,000 square foot corporate headquarters and food manufacturing facility, as well as substantial capital improvements within the Bastrop Business and Industrial Park, a target area for development for the BEDC; and

WHEREAS, the BEDC desires to offer incentives to Project to enable Project to develop and attract additional operations and business enterprises, and to locate its national headquarters in the City of Bastrop pursuant to the Agreement in substantial conformity with the Act; and

WHEREAS, the Board finds that the Project creates or retains primary jobs and is suitable for the development, retention, or expansion of manufacturing and industrial facilities and will be a regional or national headquarters, and is defined as a project within Local Government Code Sections 505.159 and 501.101, and therefore does not require a Public Hearing, and

WHEREAS, the Board has reviewed the terms and conditions of a proposed Economic Development Performance Agreement ("Agreement") by and between the Project, and determined that it fully complies with the statutory requirements that govern the BEDC and is in the best interest of the BEDC to enter into such Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1. The findings set out above are hereby found to be true and correct and are incorporated herein for all purposes.

SECTION 2. On this date the BEDC approved the terms of the negotiated Agreement between BEDC and the Project attached hereto as Exhibit "A."

SECTION 3. The Board authorizes the Board Chair or the Interim Executive Director to take all necessary actions including the execution of all necessary and related documentation to finalize the Agreement.

SECTION 4. This Resolution is effective upon passage.

DULY RESOLVED AND ADOPTED by the Board of Directors of the Bastrop Economic Development Corporation, this 15 day of NOVEMBER 2021.

BASTROP ECONOMIC
DEVELOPMENT CORPORATION

Kathryn Nash

Kathryn Nash, Board Chair

ATTEST:

William P. Gossett

William Gossett, Board Secretary

APPROVED AS TO FORM:

Denton, Navarro, Rocha, Bernal & Zech, P.C.

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Performance Agreement (the "Agreement") is made and entered into by and between the Bastrop Economic Development Corporation (hereinafter called "BEDC"), a Texas non-profit corporation, and Coltzin, LLC, a Texas domestic limited liability corporation (hereinafter called "Company") and is effective as of the date of the last required signature hereto ("Effective Date").

WHEREAS, the Development Corporation Act of 1979, as amended (Section 501.001 *et seq*., Texas Local Government Code, formerly the Development Corporation Act of 1979) (the "Act") authorizes a development corporation to fund certain projects as defined by the Act and requires development corporations to enter into performance agreements to establish and provide for the direct incentive or make expenditures on behalf of a business enterprise under a project; and

WHEREAS, Section 501.158 of the Act requires an incentive agreement to provide at a minimum for a schedule of additional payroll or jobs to be created or retained and capital investment to be made as consideration for any direct incentives provided or expenditures made by the corporation under the agreement and to specify the terms under which repayment must be made if the business enterprise does not meet the performance requirements specified in the agreement; and

WHEREAS, Company is proposing to purchase property currently owned by the BEDC located at 414 Technology Drive, Bastrop, TX 78602 legally described as Bastrop Business and Industrial Park, Phase 1, Lot 3, ACRES 5.477, (REPLAT OF LOTS 1 & 2) (the "Property"); and

WHEREAS, Company is committing to a minimum capital investment of at least one million six hundred thousand dollars ($1,600,000.00) in the development of the Property to include the construction of a minimum 20,000 square foot corporate headquarters and food manufacturing facility, with an option to build an additional 10,000 square foot facility with a minimum capital investment of $800,000; and

WHEREAS, the BEDC has been presented with details concerning the projected economic and community development benefits associated with the expansion of Company's operations in Bastrop; and

WHEREAS, the BEDC finds and determines that the community development benefits associated with the expansion of Company's operations in Bastrop is sufficient consideration for the incentives provided herein.

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

1) **Company's Performance Obligations**. In consideration of the BEDC entering into this Agreement, and as an inducement to BEDC to undertake the obligations provided herein, Company makes the following representations, warranties, and covenants, each of which is material and being relied upon by the BEDC in entering into this Agreement:

a) **Facility Construction and Capital Investment**. Company commits to a total capital investment of at least one million six hundred thousand dollars ($1,600,000.00) in improvements to the Property (the "Capital Investment") and the construction of a twenty thousand (20,000) square foot food manufacturing facility (the "Facility") (the "Project").

b) **Phase II Construction and Capital Investment (Optional)**. Company has the option to build a second phase consisting of a minimum 10,000 square foot facility ("Second Facility") with an additional capital investment of $800,000 ("Second Capital Investment" and collectively referred to with the Capital Investment as "Capital Investments").

c) **Project Deadline**. Company further covenants that the Capital Investments in the Property and the construction of the Facility will be completed, as evidenced by the receipt of a final Certificate of Occupancy from the City of Bastrop, no later than two (2) years from the Effective Date (the "Project Deadline"). The Project Deadline may be extended by Company for an additional one (1) year period by providing at least thirty (30) days prior written notice before the Project Deadline to BEDC and upon approval by the BEDC as evidenced in writing and signed by both parties.

d) **Employment and Payroll Commitment**. For purposes of this Agreement the schedule of job and payroll creation is zero.

e) **Payment of Taxes**. Company shall pay all City of Bastrop, Bastrop County, and Bastrop Independent School District taxes and assessments subject to any legal remedies available to Company to contest or otherwise dispute in good faith such taxes and assessments.

f) **Legal and regulatory compliance**. Company shall maintain the Facility in good repair and condition, and shall fully comply with all federal, state, and local laws, ordinances and regulations governing construction and operation of its facilities. Company currently holds, or is cognizant of and reasonably capable of, timely securing each of the permits, licenses and other material governmental approvals necessary to commence the expansion of the Facility under all applicable federal, state and local laws, ordinances and regulations.

g) **Required statement concerning employment of undocumented workers**. Company certifies that it does not, and will not, knowingly employ an undocumented worker. Under federal law, should Company, or any branch, division or department of Company, be convicted of a violation under 8 U.S.C. §1324a(f), Company shall repay the entire BEDC Contribution, with interest at the rate of 12% from the date of funding, not later than the 120th day after the BEDC notifies Company of the violation.

h) **Assignment**. Company shall not assign, transfer, or convey any of its rights or obligations under this Agreement except upon formal approval by the Board of Directors of the BEDC, which approval shall be at their sole discretion. Any such duly authorized assignment, transfer or conveyance shall not be effective until memorialized in writing and executed by all parties.

i) **Annual Report**. Within thirty (30) days after receipt of a written request by the BEDC regarding confirmation of Company's compliance with this Agreement, Company shall furnish a true, correct and complete written and notarized statement confirming and

explaining whether or not such compliance is being, or has been, met.

j) **Notice of Enforcement**. Company shall provide BEDC with a copy of any notice of enforcement, involuntary permit amendment, permit suspension or revocation action, or material notice of violation by any federal, state, or local governmental agency with respect to the Facility within a period of thirty (30) days following notice or receipt thereof.

k) **Notice of Claims**. Company shall provide BEDC with a copy of any suit, claim or other demand by any person which, if decided adversely to Company or any party thereto, could materially affect the ability of Company or its contractors to complete the expansion of its operations in a timely manner, continue operation of the Facility, or otherwise satisfy its obligations under this Agreement, within a period of thirty (30) days following notice or receipt thereof.

l) **Right of Verification**. BEDC shall have the right to access and inspect the books and records of Company which evidence compliance or noncompliance with Section 1 of this Agreement. BEDC shall provide ten (10) days' advance notice of any such verification activity, which shall be conducted during normal business hours and with a representative of Company present.

m) **Authority to Execute**. Company shall provide to BEDC, upon execution hereof, a resolution of the Company giving the undersigned the legal right, power, and authority to enter into this Agreement and to consummate the transaction contemplated herein, and evidencing that the execution, delivery and performance of this Agreement have been duly authorized and no other action by Company is a prerequisite to the valid and binding execution, delivery and performance of this Agreement.

n) **Payment of Attorney's Fees**. Should Company initiate an amendment to this Agreement, Company shall reimburse BEDC its reasonable Attorney's fees at the rate of two hundred seventy-five dollars ($275.00) an hour.

o) **COMPANY SHALL RELEASE, HOLD HARMLESS, DEFEND AND INDEMNIFY THE BEDC, INCLUDING ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES, AND THE CITY COUNCIL MEMBERS AND MAYOR INDIVIDUALLY AND ACTING IN THEIR CAPACITY OF REVIEWING AND APPROVING ACTIONS OF THE BEDC (COLLECTIVELY "THE INDEMNITEES") FROM AND AGAINST ANY AND ALL SUITS, CLAIMS AND OTHER DEMANDS OF EVERY TYPE WHATSOEVER, INCLUDING ALL REASONABLE ATTORNEY'S FEES AND COSTS, ARISING FROM OR OTHERWISE RELATING TO THE BEDC CONTRIBUTION OR THE DESIGN, CONSTRUCTION OR OPERATION OF THE FACILITY, EXCEPT THAT THE INDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE ACTION OR OMISSIONS OF THE BEDC OR CITY.**

p) Force Majeure. Whenever a period is herein prescribed for action to be taken by the Developer, the Developer shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to causes of any kind

whatsoever which are caused by Force Majeure. "Force Majeure" shall mean any contingency or cause beyond the reasonable control of a party, including, without limitation, acts of God or the public enemy, war, riot, civil commotion, terrorism, insurrection, epidemics, pandemics, government, or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of a party), fires, explosions or floods, strikes, slowdowns or work stoppages.

2) **BEDC Performance Obligations**. In consideration of Company entering into this Agreement and complying with its obligations herein, and as an inducement to Company to undertake the obligations provided herein, BEDC makes the following representations, warranties and covenants, each of which is material and being relied upon by Company in entering into this Agreement:

   a) **BEDC Contribution**. BEDC shall provide a cash grant (the "Grant") incentive of one hundred sixteen thousand, nine hundred sixty-seven dollars and thirty-one cents ($116,967.31) which shall be paid to Company within thirty (30) days following the BEDC's receipt, from the Company, of a copy of a certificate of occupancy issued for the Facility by the City of Bastrop, and Company's written, notarized verification, and evidence of, the Capital Investment by the deadline provided for in Section 1.b. Payment subject to BEDC's right to access and inspect the books and records of Company for the purposes of ensuring compliance as to the Capital Investment.

   b) **BEDC Contribution Phase II**. Should Company build construct the Second Facility, then, if a certificate of occupancy is issued for the Second Facility within three (3) years of its receipt of a certificate of occupancy for the Facility, BEDC shall pay to Company the incentive of one hundred sixteen thousand, nine hundred sixty-seven dollars and thirty-one cents ($116,967.31) which shall be paid to Company within thirty (30) days following the BEDC's receipt, from the Company, of a copy of a certificate of occupancy issued for the Facility by the City of Bastrop, and Company's written, notarized verification, and evidence of, the Second Capital Investment. Payment subject to BEDC's right to access and inspect the books and records of Company for the purposes of ensuring compliance as to the Second Capital Investment.

   c) **No representations, warranties, or assumption of liability**. Notwithstanding any other provision of this Agreement, BEDC hereby disclaims all representations and warranties of any kind, and Company hereby covenants that BEDC shall not incur any liability, obligation, or responsibility of any kind to Company other than the Grant provided for in this Agreement.

   d) **Contribution Conditions**. The following must be satisfied as a condition of performance by BEDC under the BEDC Performance Obligations of this Agreement: (i) Company shall not be in default under the terms and conditions of this Agreement; (ii) neither Company or any guarantor are in receivership or dissolution, nor have made any assignment for the benefit of creditors, nor admitted in writing its inability to pay its debts as they mature, nor have been adjudicated bankrupt, nor have filed a petition in voluntary bankruptcy, nor a petition or answer seeking reorganization or an arrangement with creditors under a state or federal bankruptcy law or any other rule or statute, nor may any such petition have been filed against it; (iii) the BEDC Board of Directors and City Council of Bastrop shall have

approved BEDC entering into this Agreement and authorized the BEDC to expend the Grant.

3) **Recapture/Default Provisions**.

a) In the event the Project is not completed by the Project Deadline or Extended Deadline, if applicable, the BEDC shall have the right to terminate this Agreement and ownership of the Property, existing Facilities and Capital Investments on the Property shall revert to the BEDC. In the event of Default and reversion the Company shall continue to be financially responsible for any indebtedness, liens, or other liabilities incurred prior to reversion. Company shall be obligated to perform any act required to assist in transferring ownership of the Facilities and Structures to the BEDC.

b) In addition to the remedy provided for above, BEDC may further declare a default hereunder and terminate this Agreement with no further obligations under this Agreement if Company fails to comply with any of the Company Performance Obligations upon written notice by the BEDC. If any such default for which notice is provided is not fully cured within a period of sixty (60) days from the date written notice thereof is provided to Company, BEDC may, instead of termination of this Agreement, enforce the terms of any such provision in a court of competent jurisdiction and, following proof of such default, shall be entitled to injunctive relief, reasonable attorney's fees, court costs and other such expenses of enforcing this Agreement. If a default is directly caused by an act of God, industrial casualty, strike or lockout not involving Company or its contractors, governmental action or inaction, war, act of the public enemy, insurrection, riot, civil disturbance, epidemic or other cause of the kind enumerated herein, and such cause is beyond the reasonable control of Company and its contractors and does not result from the fault or negligence of Company or its contractors, agents or representatives, and written notice of such cause is served on BEDC within the sixty (60) day period, then the period to cure shall be extended for the period of time in which Company and its contractors institute and thereafter continuously prosecute with reasonable dispatch all actions necessary to fully cure such default.

c) **Attorney's Fees and Costs**. In addition to the recapture of the Grant as provided for herein, BEDC shall be entitled to a recovery of its costs and reasonable attorney's fees in the recapture of the Grant or any portion thereof.

4) **Time of Essence**. Time is of the essence for each term, condition, obligation and provision herein.

5) **Waiver**. The waiver of failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of such provision or other provision herein.

6) **Service of Notice**. Any notice required to be given a party pursuant to this Agreement shall be in writing and duly served when deposited with the Company State's Postal Service, enclosed in a wrapper with proper postage affixed thereto, duly registered or certified, return receipt requested, and addressed to Company or BEDC, as appropriate, at the following addresses, unless otherwise directed in writing by the party being served:

If to COMPANY:

Coltzin, LLC
Attention: Alfonso Zazueta
7308 Kilday Cove
Austin, TX 78744

If to Bastrop Economic Development Corporation:

Bastrop Economic Development Corporation
Attn: Executive Director
301 Highway 71 West, Suite 214
Bastrop, TX 78602

7) **Entire Agreement; Amendment**. This Agreement supersedes any prior agreements, negotiations, and communications, oral or written, if any, and contains the entire agreement between Company and the BEDC as to the matters addressed herein. No subsequent agreement, representation or promise made by any party hereto, or by or to an officer, director, employee, or representative of any such party, shall be of any effect unless it is in writing and executed by the party to be bound thereby. The terms of this Agreement may not be modified or amended except by an instrument executed in writing by each of the parties hereto. Notwithstanding the foregoing, this Agreement shall not affect the terms and conditions of any tax abatement agreement, water or wastewater service agreement, specific use permit, or other agreement of the parties referenced herein and existing on the Effective Date of this Agreement.

8) **Independent Counsel**. All parties acknowledge that this Agreement is the result of negotiations between the parties hereto, that they have been represented by independent counsel and that they have executed this Agreement with the advice of such counsel.

9) **Texas Law**. This Agreement and the performance thereof shall be governed by, construed, and enforced in accordance with the laws of the State of Texas.

10) **Venue**. Venue for any cause of action arising under or with respect to this Agreement or the performance thereof shall reside exclusively in Bastrop County, Texas, without regard to diversity of citizenship or any statutory provision to the contrary.

11) **Severability**. If any provision of this Agreement or the application thereof to any person or circumstance shall be adjudged by a court to be void or unenforceable, such portion shall be deemed severed from this Agreement, and, if such action does not destroy the basis of the bargain between the parties, then the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not affected thereby and shall be enforced to the greatest extent permitted by law.

12) **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

13) **Term**. This Agreement shall become enforceable upon the Effective Date, hereinafter established, and shall continue until the Performance Obligations of the Parties have been complied with or the Agreement is otherwise terminated as provided for herein.

Coltzin, LLC	**Bastrop Economic Development Corporation**
By: _____	By: _____
Name: _____	Name: Genora Young
Title: _____	Title: Interim Executive Director
Date: _____	Date: _____

STAFF REPORT

MEETING DATE: December 14, 2021 **AGENDA ITEM**: 12L

TITLE:
Consider action to approve the first reading of Resolution No. R-2021-113 of the City Council of the City of Bastrop, Texas, approving a Project with TA Bastrop, LLC, in the amount of Three Hundred Thousand Dollars ($300,000.00) for the project; providing an effective date; and move to include on the January 11, 2022, Consent Agenda for second reading.

AGENDA ITEM SUBMITTED BY:
Genora Young, BEDC Interim Executive Director

BACKGROUND/HISTORY:
The BEDC is seeking approval of a project under Section 505.158 of the Texas Local Government Code. The BEDC Board approved an Economic Development Performance Agreement with TA Bastrop, LLC ("Developer") at a board meeting on November 15, 2021.

Through the performance agreement, the BEDC is offering incentives to the Developer by rebating the purchase price of the property that they are purchasing in the Bastrop Business and Industrial Park, upon the Developer's successful completion of the project.

FISCAL IMPACT:
Included in the BEDC's FY2022/2023 forecasted budget.

RECOMMENDATION:
Recommend approval of the first reading of Resolution No. R-2021-113 the City Council of the City of Bastrop, Texas, approving a Project with TA Bastrop, LLC, in the amount of Three Hundred Thousand Dollars ($300,000) for the project; providing an effective date; and move to include on the January 11, 2022, Consent Agenda for second reading.

ATTACHMENTS:
- Draft Resolution R-2021-113
- Signed BEDC Resolution R-2021-0013
- Economic Development Performance Agreement

RESOLUTION NO. R-2021-113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A PROJECT WITH TA BASTROP, LLC, IN AN AMOUNT EXCEEDING TEN THOUSAND DOLLARS ($10,000.00) FOR THE PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Bastrop Economic Development Corporation ("BEDC") is a public instrumentality and non-profit industrial development corporation duly established and operating under Local Government Code, Chapters 501 and 505 *et seq*., as amended, known as the Development Corporation Act of 1979 (the "Act"), and is acting with the approval of the governing body of the City of Bastrop, Texas (the "City"); and

WHEREAS, the BEDC Board of Directors met on November 15, 2021, and took formal action to support and provide funds for various economic development projects (the "Project") under Chapters 501 and 505 of the Texas Local Government Code; and

WHEREAS, Section 505.158 of the Local Government Code mandates that prior to the BEDC funding a project involving an expenditure by the BEDC of more than $10,000, per project, the City Council shall adopt a Resolution authorizing the project, which Resolution shall have two separate readings by the City Council; and

WHEREAS, TA Bastrop, LLC, formerly known as "Project Super Glue" ("Developer") desires to purchase approximately 6.700 acres of land from the BEDC for Three Hundred Thousand Dollars ($300,000.00) and develop a minimum 17,500 square foot adhesives manufacturing facility, with a minimum capital investment of Three Million Dollars ($3,000,000), in the Bastrop Business and Industrial Park, a target area for development for the BEDC; and

WHEREAS, the BEDC Board of Directors approved an Economic Development Performance Agreement with the Developer via Resolution R-2021-0013 on November 15, 2021; and

WHEREAS, the City has reviewed the November 15, 2021, actions of the BEDC related to the Project noted herein below, has considered and evaluated that project, and has found it meritorious of the Council's approval; and

WHEREAS, the BEDC desires to offer incentives to be paid in accordance with the project's goals and objectives, as well as being conducted in accordance with the BEDC's strategic plan; and

WHEREAS, the BEDC is awarding more than $10,000 for this project under this Resolution, which requires the City of Bastrop City Council to approve the project at two readings; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose at which it was read was given in accordance with Chapter 551, Texas Government Code.

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

DRAFT

SECTION 1. The City Council of the City of Bastrop, Texas, hereby approves of the Project and Resolution 2021-0013 passed by the BEDC Board of Directors on November 15, 2021.

SECTION 2. The City Manager is hereby authorized to convey a copy of this Resolution of approval, as appropriate.

SECTION 3. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

READ and ACKNOWLEDGED on First Reading on the 14th day of December 2021.

READ and APPROVED on the Second Reading on the 11th day of January 2022.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

DRAFT

RESOLUTION NO. R-2021-0013

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING THE TERMS OF A PERFORMANCE AGREEMENT WITH TA BASTROP, LLC; AUTHORIZING ALL NECESSARY ACTIONS, INCLUDING EXECUTION OF NECESSARY DOCUMENTATION; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Development Corporation Act of 1979, as amended (Section 501.001 *et seq.*, Texas Local Government Code, formerly the Development Corporation Act of 1979) (the "Act") authorizes a development corporation to fund certain projects as defined by the Act and requires development corporations to enter into performance agreements to establish and provide for the direct incentive or make an expenditure on behalf of a business enterprise under a project; and

WHEREAS, the BEDC Board has provided the BEDC staff with full authority to take reasonable and necessary actions to incentivize economic development in the City of Bastrop; and

WHEREAS, Section 501.158 of the Act requires a performance agreement to provide at a minimum for a schedule of additional payroll or jobs to be created or retained, capital investment, and workforce training and development are all factors to consider for any direct incentives provided or expenditures made by the Bastrop Economic Development Corporation (the "BEDC") under an agreement and to specify the terms under which repayment must be made if the business enterprise does not meet the performance requirements specified in the agreement; and

WHEREAS, TA Bastrop LLC ("Project") desires to purchase approximately 6.700 acres of land (the "Property") from BEDC for Three Hundred Thousand Dollars ($300,000.00) for construction of a 17,500 square manufacturing facility, as well as substantial capital improvements within the Bastrop Business and Industrial Park, a target area for development for the BEDC; and

WHEREAS, the BEDC desires to offer incentives to Project to enable Project to develop and attract additional operations and business enterprises, and to locate its facility in the City of Bastrop pursuant to the Agreement in substantial conformity with the Act; and

WHEREAS, the Board finds that the Project creates or retains primary jobs and is suitable for the development, retention, or expansion of manufacturing and industrial facilities, and is defined as a project within Local Government Code Sections 505.159 and 501.101, and therefore does not require a Public Hearing, and

WHEREAS, the Board has reviewed the terms and conditions of a proposed Economic Development Performance Agreement ("Agreement") by and between the Project, and determined that it fully complies with the statutory requirements that govern the BEDC and is in the best interest of the BEDC to enter into such Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1. The findings set out above are hereby found to be true and correct and are incorporated herein for all purposes.

SECTION 2. On this date the BEDC approved the terms of the negotiated Agreement between BEDC and the Project attached hereto as Exhibit "A."

SECTION 3. The Board authorizes the Board Chair or the Interim Executive Director to take all necessary actions including the execution of all necessary and related documentation to finalize the Agreement.

SECTION 4. This Resolution is effective upon passage.

DULY RESOLVED AND ADOPTED by the Board of Directors of the Bastrop Economic Development Corporation, this 15 day of November 2021.

BASTROP ECONOMIC
DEVELOPMENT CORPORATION

Kathryn Nash

Kathryn Nash, Board Chair

ATTEST:

William Gossett, Board Secretary

APPROVED AS TO FORM:

Denton, Navarro, Rocha, Bernal & Zech, P.C.

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Performance Agreement ("Agreement") is entered into to be effective as of the Effective Date (as defined in Article III below), by and between the Bastrop Economic Development Corporation, located in Bastrop County, Texas (hereinafter called "BEDC"), a Texas non-profit industrial development corporation under the Development Corporation Act and governed by TEX. LOC. GOV. CODE chapters 501, 502 and 505 and the Texas Non-Profit Corporation Act, and TA Bastrop LLC, a Texas limited liability company (hereinafter called "Company"), otherwise known as the "Parties" to this Agreement.

RECITALS

WHEREAS, the Development Corporation Act of 1979, as amended (Section 501.001 et seq., Texas Local Government Code, formerly the Development Corporation Act of 1979) (the "Act") authorizes a development corporation to fund certain projects as defined by the Act and requires development corporations to enter into performance agreements to establish and provide for the direct incentive or make an expenditure on behalf of a business enterprise under a project; and

WHEREAS, Section 501.158 of the Act requires a performance agreement to provide at a minimum for a schedule of additional payroll or jobs to be created or retained, capital investment, and workforce training and development are all factors to consider for any direct incentives provided or expenditures made by the BEDC under the agreement and to specify the terms under which repayment must be made if the business enterprise does not meet the performance requirements specified in the agreement; and

WHEREAS, Company desires to purchase approximately 6.7000 acres of land from BEDC located at 406 S. Jackson St., Bastrop, Texas, 78602, and legally described as BASTROP BUSINESS AND INDUSTRIAL PARK, PHASE I, BLOCK C, LOT 1, ACRES 6.7000 (the "Property") for Three Hundred Thousand Dollars ($300,000.00) pursuant to the Commercial Contract-Unimproved Property between the Parties attached as Exhibit A and to develop and construct a 17,500 square foot manufacturing and distribution facility; and

WHEREAS, the improvements made to Property, as proposed, will contribute to the infrastructure needs and economic development of the City of Bastrop by promoting and developing expanded business enterprises, increased development, increased real property value and tax revenue for the City of Bastrop, and will have both a direct and indirect positive overall improvement/stimulus in the local and state economy; and

WHEREAS, the BEDC desires to offer incentives to Company to enable Company to develop and attract additional operations and business enterprises, to bring corporate headquarters and to expand its operations within the City pursuant to this Agreement in substantial conformity with the Act; and

WHEREAS, the Parties are executing and entering into this Agreement to set forth certain terms and obligations of the Parties with respect to such matters; and

WHEREAS, the Parties recognize that all agreements of the Parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof; and

WHEREAS, the Parties agree that all conditions precedent for this Agreement to become a binding agreement have occurred and been complied with, including all requirements pursuant to the Texas Open Meetings Act and all public notices and hearings, if any, have been conducted in accordance with Texas law; and

WHEREAS, on the Effective Date, the commitments contained in this Agreement shall become legally binding obligations of the Parties.

NOW THEREFORE, in consideration of the mutual covenants, benefits and agreements described and contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and further described herein, the Parties agree as follows:

ARTICLE I
RECITALS

1. Recitals. The recitals set forth above are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

ARTICLE II
AUTHORITY AND TERM

1. Authority. The BEDC's execution of this Agreement is authorized by the Act and constitutes a valid and binding obligation of the BEDC. The BEDC acknowledges that Company is acting in reliance upon the BEDC's performance of its obligations under this Agreement in making the decision to commit substantial resources to the establishment of the Project, hereinafter established.

2. Term. This Agreement shall become enforceable upon the Effective Date, hereinafter established, and shall continue until the terminated herein or extended by mutual agreement of the Parties in the manner provided for herein.

3. Purpose. The purpose of this Agreement is to formalize the agreements between the Company and the BEDC for the granting of funds to cover certain costs associated with the Project and specifically state the covenants, representations of the Parties, and the incentives associated with Company's commitment to abide by the provisions of the Act and to abide by the terms of this Agreement, which has been approved by the BEDC and the Company as complying with the specific requirements of the Act. It is expressly agreed that this Agreement constitutes a single transaction. A failure to perform any obligation by the Company may constitute a breach of the entire Agreement and terminate any further commitments (if any) by the BEDC unless an alternative penalty or remedy is provided for herein.

4. Administration of Agreement. Upon the Effective Date, the BEDC delegates the administration and oversight of this Agreement to the Executive Director of the BEDC, or its designee. Any proposed amendments to the Agreement shall require the approval of the Board of Directors of the BEDC.

ARTICLE III
DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed below. All undefined terms shall retain their usual and customary meaning as ascribed by common and ordinary usage.

"Bankruptcy" shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any part of such Party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"Capital Investment" shall mean the investment of a minimum of two million five hundred thousand dollars ($2,500,000.00) in capital improvements in the Project.

"Certificate of Occupancy" shall mean the signed certificate issued by the City of Bastrop Planning & Development Department granting the Company the right to occupy a Structure and confirming that the entire work covered by the permits and plans are in place.

"Closing Costs" shall mean those final costs paid by the BEDC as established on the final closing disclosure statement in the sale of the Property to Company.

"Commencement of Construction" shall mean the issuance of the building permit for a manufacturing and distribution facility on the Property.

"Effective Date" shall be the date of the last signing by a party to this Agreement.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a party, including, without limitation, acts of God or the public enemy, war, riot, civil commotion, terrorism, insurrection, epidemics, pandemics, government, or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of a party), fires, explosions or floods, strikes, slowdowns or work stoppages.

"Incentive Payment" means three hundred thousand dollars ($300,000.00) to be paid as an incentive for developing and constructing the Project and completing the Capital Investment.

"Property/Location" these terms, interchangeably, mean the property located at 406 S. Jackson St., Bastrop, Texas 78602, and legally described as BASTROP BUSINESS AND INDUSTRIAL PARK, PHASE I, BLOCK C, LOT 1, ACRES 6.7.

"Purchase Price" means three hundred thousand dollars ($300,000.00).

"Project" means the construction of a seventeen thousand five hundred (17,500) square foot manufacturing and distribution facility on the Property.

"Project Deadline" means the date the construction of the Project will be completed, as evidenced by the receipt of a Certificate of Occupancy from the City of Bastrop, no later than January 1, 2025. unless extended by the Project Extension.

"Project Extension" means Company's option to extend the Project Deadline by one calendar year upon payment of fifty thousand dollars ($50,000.00) to the BEDC.

ARTICLE IV
BEDC OBLIGATIONS

1. BEDC Performance Obligations. BEDC shall pay the Company the Incentive Payment within thirty (30) days following the BEDC's receipt, from the Company, of a copy of a Certificate of Occupancy(s) issued for the Project and Company's written, notarized verification, and evidence of, the Capital Investment prior to Project Deadline, subject to the Project Extension. Payment subject to BEDC's right to access and inspect the books and records of Company for the purpose of ensuring compliance as to the Capital Investment.

2. Reimbursement. The BEDC shall reimburse Company the Purchase Price upon Company's receipt of a Certificate of Occupancy issued for the Project.

3. Option: The BEDC shall be given an option to repurchase the Property at the Purchase Price minus Closing Costs after January 1, 2024, if the Commencement of Construction has not commenced.

4. Confidentiality. The BEDC agrees to the extent allowed by law to keep all tax information and documentation received, pursuant to this Agreement hereof, confidential. In the event a request is made for such information, BEDC will not disclose the information unless required to do so by the Attorney General of Texas.

5. Current Revenue. The funds distributed hereunder shall be paid solely from lawfully available funds of the BEDC. Under no circumstances shall the obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

ARTICLE V
PERFORMANCE OBLIGATIONS OF COMPANY

The obligation of the BEDC to pay the Incentive Payment shall be conditioned upon Company's continued compliance with and satisfaction of each of the performance obligations set forth below in this Agreement.

1. Construction of Improvements. Company shall construct the Project.

2. Capital Investment. Company shall make the Capital Investment into the Project.

3. Completion Date. A Certificate of Occupancy(s) for the Project shall be obtained, and the Capital Investment shall be completed prior to the Project Deadline.

4. Additional Payroll or Jobs to be Created or Retained. This Agreement does not require the creation or retention of additional payroll or jobs.

5. Penalty. If the Project is not completed by the Project Deadline, then Company shall pay to the BEDC a two hundred-thousand-dollar ($200,000.00) penalty within ninety (90) days after notice from the BEDC to Company.

6. Payment of Legal Fees. Company commits to reimburse the BEDC for the necessary legal fees, in the amount of two hundred seventy-five dollars ($275.00) an hour, in the preparation of any amendment to this Agreement requested by Company. Timely payment shall be made within sixty (60) days of submittal of invoice to Company by the BEDC or its assigns. Each Party shall bear its own legal fees in connection with the negotiation of this Agreement.

ARTICLE VI
COVENANTS AND DUTIES

1. Company's Covenants and Duties. Company makes the following covenants and warranties to the BEDC and agrees to timely and fully perform the obligations and duties contained in Article V of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the Company.

(a) Company is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas and the United States of America during any term of this Agreement.

(b) The execution of this Agreement has been duly authorized by Company's authorized agent, and the individual signing this Agreement is empowered to execute such Agreement and bind the entity. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of Company's formation documents, or of any agreement or instrument to which Company is a party to or by which it may be bound.

(c) Company is not a party to any Bankruptcy proceedings currently pending or contemplated, and Company has not been informed of any potential involuntary Bankruptcy proceedings.

(d) To its current, actual knowledge, and subject to the Certificate of Occupancy (or other approvals and permits to be obtained under subpart (f) immediately below), Company has acquired and maintained all necessary rights, licenses, permits, and authority to carry on its business in the City of Bastrop and will continue to use its best efforts to maintain all necessary rights, licenses, permits, and authority.

(e) Company shall timely and fully comply with all the terms and conditions of Article V of this Agreement.

(f) Company agrees to obtain, or cause to be obtained, all necessary permits and approvals from the City of Bastrop and/or all other governmental agencies having jurisdiction over the construction of any improvements to the Locations.

(g) Company shall be responsible for paying, or causing to be paid, to the City of Bastrop and all other governmental agencies the cost of all applicable permit fees and licenses required for construction of the Project. Company agrees to develop the Project in accordance with the ordinances, rules, and regulations of the City of Bastrop in effect on the date the Project was designated, unless specified otherwise in this Agreement. Company, in its sole discretion, may choose to comply with any or all City of Bastrop rules promulgated after the Effective Date of this Agreement.

(h) Company agrees to commence and complete the Project in strict accordance with the Agreement.

(i) Company shall cooperate with the BEDC in providing all necessary information to assist them in complying with this Agreement.

(j) During the term of this Agreement, Company agrees to not knowingly employ any undocumented workers as part of the Project, and, if convicted of a violation under 8 U.S.C. Section 1324a(1), Company shall be in Default (subject to the obligations in Article V and the remedies in Article VIII). Company is not liable for an unknown violation of this Section by a subsidiary, affiliate, or franchisee of Company or by a person with whom Company contracts; provided, however, that identical federal law requirements provided for herein shall be included as part of any agreement or contract which Company enters into with any subsidiary, assignee, affiliate, or franchisee for which funds provided herein will be used.

(k) Company shall not be in arrears and shall be current in the payment of all City taxes and fees.

(l) BEDC has the right to periodically (and with reasonable advance notice) verify the terms and conditions of this Agreement.

2. BEDC's Covenants and Duties. BEDC agrees to timely and fully perform the obligations and duties contained in Article IV of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the BEDC.

3. Compliance and Default. Failure by Company to timely comply with any performance requirement, duty, or covenant set forth in Article VIII shall be considered an Event of Default and shall relieve the BEDC of any Default and give the BEDC the right to terminate this Agreement and collect the Recapture Amount, as determined by the Board of Directors of the BEDC.

ARTICLE VII
TERMINATION

1. Termination. This Agreement shall terminate upon the earliest occurrence of any one or more of the following:

(a) The written agreement of the Parties;

(b) Completion of the obligations of the Parties; or

(c) Default by Company, at the option of the BEDC.

ARTICLE VIII
DEFAULT/RECAPTURE

1. Company Events of Default (each, a "Default").

(a) Failure of Company to perform any term, covenant or agreement contained in Article V;

(b) The BEDC determines that any representation or warranty contained herein or in any financial statement, certificate, report or opinion submitted to BEDC in connection with or pursuant to the requirements of this Agreement was incorrect or misleading in any material respect when made;

(c) Any judgment is assessed against Company or any attachment or other levy against the property of Company with respect to a claim remains unpaid, unstayed on appeal, undischarged, not bonded or not dismissed for a period of ninety (90) days; or

(d) Company makes an assignment for the benefit of creditors; admits in writing its inability to pay its debts generally as they become due; files a petition in bankruptcy; is adjudicated insolvent or bankrupt; petitions or applies to any tribunal for any receiver or any trustee of Company or any substantial part of its property, commences any action relating to Company under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect; or if there is commenced against Company any such action and such action remains undismissed or unanswered for a period of ninety (90) days from such filing, or Company by any act indicates its consent to or approval of any trustee of Company or any substantial part of its property; or suffers any such receivership or trustee to and such appointment remains unvacated for a period of ninety (90) days.

2. BEDC Events of Default.

(a) BEDC materially fails to fulfill an obligation set forth within Article IV.

3. Remedies for Default.

(a) Company's sole remedy under this Agreement is specific performance for BEDC's default of its obligations under Section IV of this Agreement, and only in the event Company is not in Default of this Agreement.

(b) In the event of a Default by the Company under subsections 1 (b), (c), or (d) under this Article prior to the Commencement of Construction, the BEDC shall have the right

to terminate this Agreement and ownership of the Property shall revert to the BEDC. Upon reacquiring ownership of the Property, the BEDC shall return to Company the Purchase Price paid for the Property less Closing Costs and $3,500 in reasonable attorney's fees associated with the closing and the negotiation of this Agreement. Company shall be obligated to perform any act required to assist in transferring ownership of the Property to the BEDC.

(c) In the event Company does not Commence Construction within one (1) year of the Effective Date of this Agreement, or longer if agreed to by the Parties, the BEDC shall have the right to terminate this Agreement, and ownership of the Property shall revert to the BEDC. Upon reacquiring ownership of the Property, the BEDC shall return to Company the Purchase Price paid for the Property less Closing Costs and $3,500 in reasonable attorney's fees associated with the closing and the negotiation of this Agreement. Company shall be obligated to perform any act required to assist in transferring ownership of the Property to the BEDC.

(d) In the event of Default after Commencement of Construction by the Company under subsection 1 (a) of this Article (i.e., failure to perform under Article V), the BEDC may terminate this Agreement and shall have no obligation to pay the Incentive Payment.

4. Limitation on Use of Funds & Property in the Event of Default.

Under no circumstances will the funds received under this Agreement be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding regarding this Agreement against the City of Bastrop or the BEDC.

ARTICLE IX
MISCELLANEOUS

1. Binding Agreement. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and assigns. The undersigned CEO or Board Chair of the BEDC shall be responsible for the administration of this Agreement and shall have the authority to execute any instruments, duly approved by the BEDC, on behalf of the Parties related thereto.

2. Mutual Assistance. The Parties will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

3. Representations and Warranties. The BEDC represents and warrants to Company that this Agreement is within its authority, and that it is duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Company represents and warrants to the BEDC that it has the requisite authority to enter into this Agreement.

4. Assignment. Company shall have the right to assign all of its rights, duties, and obligations under this Agreement to a duly qualified third party with the prior written approval of the BEDC, which approval will not be unreasonably withheld or delayed. Any assignment provided for herein shall not serve to enlarge or diminish the obligations and requirements of this Agreement, nor shall they relieve Company of any liability to the BEDC, unless agreed to in writing by the BEDC, which agreement will not be unreasonably withheld, including any required

indemnity in the event that any Assignee hereof shall at any time be in Default of the terms of this Agreement. The BEDC may demand and receive adequate assurance of performance including the deposit or provision of financial security by any proposed Assignee prior to its approval of an assignment.

5. Independent Contractors.

(a) It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, Company at no time will be acting as an agent of the BEDC and that all consultants or contractors engaged by Company will be independent contractors of Company; and nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. The Parties hereto understand and agree that the BEDC will not be liable for any claims that may be asserted by any third party occurring in connection with services performed by Company under this Agreement, unless any such claims are due to the fault or Default of the BEDC.

(b) By entering into this Agreement, except as specifically set forth herein, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign or official immunity by the BEDC with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.

(c) No employee of the BEDC, or any board member, or agent of the BEDC, shall be personally responsible for any liability arising under or growing out of this Agreement.

6. Notice. Any notice required or permitted to be delivered hereunder shall be deemed delivered by actual delivery, or on the third business day after depositing the same in the hands of a reputable overnight courier (such as United States Postal Service, FedEx or UPS) or Company State's Postal Service and addressed to the Party at the address set forth below:

If intended for BEDC:
Bastrop Economic Development Corporation
Attention: Executive Director
301 Highway 71 W, Suite 214
Bastrop, TX 78602
gyoung@bastropedc.org

With a copy to:
Denton, Navarro, Rocha, Bernal, & Zech PC
Attention: Charles E. Zech
2500 W. William Cannon Drive, Suite 609
Austin, TX 78745
cezech@rampagelaw.com

If to the Company:
TA Bastrop, LLC
Attention: Conrad Maziarczyk
3035 Jarrow Avenue
Mississauga, ON L4X 2C6
cmaz@technicaladhesives.com

With a copy to: Haynes and Boone, LLP
Attention: Jack P. Turano, III
1221 McKinney Street, Suite 4000
Houston, TX 77010
Jack.turano@haynesboone.com

Any Party may designate a different address at any time upon written notice to the other Parties.

7. Governmental Records. All invoices, records and other documents required for submission to the City pursuant to the terms of this Agreement are Governmental Records for the purposes of Texas Penal Code Section 37.10.

(a) Governing Law. The Agreement shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement (subject to the dispute resolution mechanisms of Article VIII above) shall be in the Courts of Bastrop County. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

(b) Amendment. This Agreement may be amended by mutual written agreement of the Parties, as approved by the Board of Directors of the BEDC and paid for by the Company.

8. Legal Construction. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement, and it is the intention of the Parties to this Agreement that, in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

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, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by the Board of Directors of the BEDC.

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

11. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

12. Exhibits. Any Exhibits attached hereto are incorporated by reference for all purposes.

13. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

14. Indemnification. **COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD THE BEDC AND THE CITY OF BASTROP ("CITY"), AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES AND ANY CAUSE OF ACTION THAT DIRECTLY RELATES TO ANY OF THE FOLLOWING: ANY CLAIMS OR DEMANDS BY THE STATE OF TEXAS THAT THE BEDC HAS BEEN ERRONEOUSLY OR OVER-PAID SALES AND USE TAX FOR ANY PERIOD DURING THE TERM OF THIS AGREEMENT, OR AS A RESULT OF ANY ACT OR OMISSION OR BREACH OR NONPERFORMANCE BY COMPANY UNDER THIS AGREEMENT EXCEPT THAT THE INDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE ACTION OR OMISSIONS OF THE BEDC OR CITY. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY, IT BEING THE INTENTION OF THE PARTIES THAT COMPANY SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY FUNDS PAID AND PROPERTY GRANTED TO COMPANY HEREIN THAT INCLUDES CITY SALES TAX RECEIPTS THAT THE STATE OF TEXAS HAS DETERMINED WAS ERRONEOUSLY PAID, DISTRIBUTED OR ALLOCATED TO THE BEDC.**

15. Additional Instruments. The Parties agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.

16. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by the Company, the Company shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to causes of any kind whatsoever which are caused by Force Majeure.

[SIGNATURE PAGES FOLLOW]

Executed on this ____ day of _____, 2021.

TA BASTROP LLC

By:_____
Name: Conrad Maziarczyk
Title: Owner

STATE OF _____)
)
COUNTY OF _____)

This information was acknowledged before me on this _____ day of _____, 2021, by Conrad Maziarczyk for TA Bastrop LLC, a Texas limited liability company, on behalf of said company.

_____
Notary Public, State of _____

_____
Notary's typed or printed name

_____
My commission expires

Executed on this ____ day of _____, 2021.

BASTROP ECONOMIC DEVELOPMENT CORPORATION

By:_____
Name: Genora Young
Title: Interim Executive Director

STATE OF TEXAS)
)
COUNTY OF BASTROP)

This information was acknowledged before me on this _____ day of _____, 2021, _____ for the Bastrop Economic Development Corporation, a Texas non-profit industrial development corporation, on behalf of said agency.

_____
Notary Public, State of _____

_____
Notary's typed or printed name

_____
My commission expires

APPROVED AS TO FORM:

By:_____
Charlie Zech, BEDC Counsel
DNRB&Z P.C.

EXHIBIT A

Commercial Contract – Unimproved Property

[SEE ATTACHED]

STAFF REPORT

MEETING DATE: December 14, 2021 **AGENDA ITEM**: 12M

TITLE:
Consider action to approve the first reading of Ordinance No. 2021-20 of the City Council of the City of Bastrop, Texas, designating and recognizing an area, that being approximately 546 acres located at 1240 Lover's Lane, in the extraterritorial jurisdiction of Bastrop, Texas, as a media production development zone; and authorizing the City Manager to execute all necessary documents; providing for a repealing clause and establishing an effective date; and move to include on the January 11, 2022, Consent Agenda for second reading.

AGENDA ITEM SUBMITTED BY:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
On June 22, 2021 City Council approved a Development Agreement with Bastrop Colorado Bend, LLC for approximately 546 acres to be developed for mixed commercial to include multi-faceted film studio, lodging, restaurants, event space, recreational facilities, parks and greenbelt areas.

On October 21, 2021, the City of Bastrop received an application from Bastrop Colorado Bend, LLC a request for exemption of a Media Production Development Zone. This exemption would exempt certain items from the sales and use tax as provided by Section 151.3415 of the Tax Code. The Government Code Chapter 485A establishes the rules regarding a Media Production Development Zone.

The Media Production Development Zone Act (MPDZ) was established in 2009 and administered by the Texas Film Commission. It is designed to encourage the further development of permanent moving image production sites to help strengthen Texas' economy. MPDZ allows for a sales and use tax exemption for the construction, maintenance, expansion, improvement, or renovation of a media production facility at a qualified media production location over a two year period. Media production facilities include but are not limited to: animation/CGI studios, post production facilities, sound stages, video game development studios, and production office spaces.

In order for Bastrop Colorado Bend, LLC's (the requestor) application to be considered for consideration and approval, the City of Bastrop must take several actions. The first is to designate an area within the city's jurisdiction (which includes territory in the extraterritorial jurisdiction) as a Media Production Development Zone. This zone is only approved for a maximum of five years. The second is to nominate a location within the Media Production Development Zone. This location would be the applicant's property location. Both actions must be done through Ordinance. The third is to submit an application to the Texas Film Commission on behalf of the requestor.

The requestor contracted a third party to conduct an Economic Impact Study on August 30, 2021. The study concentrated on the two-year construction/development of Phase 1 and the first 10

years of production activity facilitated by these structures. The below chart is taken from the report and reflects the cost and benefits over the next 12 years. The highlighted line is the estimate of what the exemption created by the MPDZ would be over the next 12 years. The exemption is only approved for a two year period.

Table 15. City of Bastrop: Benefits, Costs, and Net Benefits Over the Next 12 Years

	Amount
Sales Taxes	$3,805,405
Sales Tax Exemption on MPDZ Eligible Materials	($121,332)
Real Property Taxes	$1,454,315
FF&E Property Taxes	$0
Inventory Property Taxes	$0
New Residential Property Taxes	$63,240
Utility Revenue	$3,632,787
Utility Franchise Fees	$267,878
Building Permits and Fees	$150,000
Tap and Impact Fees	$280,000
Hotel Occupancy Taxes	$1,623,986
Miscellaneous Taxes & User Fees	$1,080,943
Subtotal Benefits	$12,237,222
Cost of Providing Municipal Services	($1,459,947)
Cost of Providing Utility Services	($3,534,702)
Subtotal Costs	($4,994,649)
Net Benefits	$7,242,572
Present Value (5% discount rate)	*$5,161,445*

FISCAL IMPACT:
The City of Bastrop could see a loss in sales tax on items purchased within our jurisdiction that qualify for the exemption.

RECOMMENDATION:
Tracy Waldron, CFO recommends approval of the first reading of Ordinance No. 2021-20 of the City Council of the City of Bastrop, Texas, designating and recognizing an area, that being approximately 546 acres located at 1240 Lover's Lane, in the extraterritorial jurisdiction of Bastrop, Texas, as a media production development zone; and authorizing the City Manager to execute all necessary documents; providing for a repealing clause and establishing an effective date; and move to include on the January 11, 2022, Consent Agenda for second reading.

ATTACHMENTS:

- Ordinance No. 2021-20
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D

ORDINANCE NO. 2021-20

DESIGNATION OF MEDIA PRODUCTION DEVELOPMENT ZONE #1

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, DESIGNATING AND RECOGNIZING AN AREA, THAT BEING APPROXIMATELY 546 ACRES LOCATED AT 1240 LOVER'S LANE, IN THE EXTRATERRITORIAL JURISDICTION OF BASTROP, TEXAS, AS A MEDIA PRODUCTION DEVELOPMENT ZONE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Texas Government Code Chapter 485A (the "Act") allows for the designation of media production development zones in the State of Texas to maintain, strengthen, and promote the media production industry in Texas; and

WHEREAS, the Act provides that persons certified by the Texas Film Commission of the Office of the Governor of Texas may receive a two-year exemption from sales and use taxes on items used for the construction, maintenance, expansion, improvement, or renovation of a media production facility at a qualified media production location and the building housing that facility, as well as on items used to equip such a media production facility; and

WHEREAS, the Act authorizes the governing body of a municipality to designate and recognize a media production development zone under conditions outlined in the Act; and

WHEREAS, Authorized Business Representative, Alton Butler, CEO/Owner of Bastrop Colorado Bend, LLC (the "Requestor"), is the title holder of real property upon with a media production location is proposed, that being approximately 546 acres at 1240 Lovers Lane (the "Area), which is located in the extraterritorial jurisdiction of the City of Bastrop (described in Exhibit "A"); and

WHEREAS, Requestor has applied seeking designation of the Area as Media Production Development Zone (see Exhibit "B"); and

WHEREAS, the Owner has submitted information to the City of Bastrop, Texas (the "City") that describes plans for Phase 1 of the Project (approximately 324 of the 546 acres) to include a media production facility consisting of approximately 6 studios, an office building, warehouse / mill shop, and supporting roadways, utilities, and infrastructure (the "Project"); and

WHEREAS, based on the information submitted to the City, including an Economic Impact Analysis, the City Council of the City of Bastrop, Texas (the "City Council") finds that the Project is reasonably anticipated to have a positive economic

impact on the community in the form of increased property tax valuations, a significant number of new jobs, and considerable regional financial investments and local spending (see Exhibit “C”); and

WHEREAS, the City Council concludes that the Area is in the City’s extraterritorial jurisdiction, which is located in a metropolitan statistical area, the principal municipality of which has a population of more than 250,000; and has the adequate workforce, infrastructure, facilities, or resources to support the production and completion of moving image projects; and

WHEREAS, having reviewed the material submitted by to the City by the Requestor, the City Council determines that the Requestor has the ability to complete the Project within 18 months, and that the Area will be improved, renovated, or exclusively used to build or construct a media production facility; and

WHEREAS, the City Council determines that the proposed financial incentives related to the designation of the Area as a media production development zone are in the best interests of the City and the State of Texas; and

WHEREAS, the City Council has entered into a Chapter 380 Economic Development Agreement with Bastrop Colorado Bend, LLC, providing certain local financial incentives to the Requestor for the Project, including a partial Property Tax Reimbursement, a partial Sales Tax Reimbursement, a Rollback Tax Reimbursement, and certain Administrative Fee Waivers (see Exhibit “D”); and

WHEREAS, the City Council seeks to encourage the development of media production businesses in the City by designating and recognizing the Area as a media production development zone in accordance with the Act; and

WHEREAS, the City Council concludes that the Requestor’s application, the Area, and the Project meet the criteria for recognition as a media production development zone.

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

SECTION 1. LEGISLATIVE FINDINGS

The City Council hereby deems the foregoing recitals above to be true and accurate legislative findings that are incorporated into this Ordinance for all purposes.

SECTION 2. DESIGNATION OF MPDZ #1

The City Council hereby designates and recognizes the Area compromising the real property described on Exhibit “A” (attached) as *Media Production Development Zone Number One.*

SECTION 3. DESIGNATION OF REPRESENTATIVE

The City Council hereby designates the City Manager to serve as the representative of the City for purposes of the Project, and authorizes the City Manager to execute all documentation on behalf of the City that the City Manager deems necessary to effectuate the purposes of this Ordinance, including (but not limited to) an application to the Texas Film Commission for exemptions pursuant to the Act.

SECTION 4. SEVERABILITY

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

SECTION 5. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and be in full force and effect after its adoption.

SECTION 6. OPEN MEETINGS

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

READ & APPROVED on First Reading on this, the 14th day of December 2021.

READ & ADOPTED on the Second Reading on this, the 11th day of January 2022.

CITY OF BASTROP, TEXAS:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

TABLE OF EXHIBITS

A. Application: Media Production Development Zone – Request for Exemption Form.

B. Description of the Area: 545 acres at 1240 Lovers Lane located in the extraterritorial jurisdiction of the City of Bastrop, Texas (324 of which is Phase 1).

C. Economic Impact Analysis: A Report of the Economic Impact of Line 204 Movie Studio Phase 1 in Bastrop, TX (August 30, 2021).

D. Chapter 380 Agreement: Local Financial Incentives

EXHIBIT A

For Office of the Governor Use Only
Project: _____
Community: _____
Date: _____
☐



Media Production Development Zone

Request for Exemption Form

Office of the Governor

OFFICE OF THE GOVERNOR

GREG ABBOTT
GOVERNOR

Governor Abbott is committed to keeping Texas No.1 in the nation for job creation, and to creating even more jobs and greater economic opportunity for all Texans. Month after month, the Lone Star State tops rankings for business climate and job growth. Texas is a leading state for Fortune 500 and 1000 corporate headquarters and remains the No. 1 exporting state in the country for the 13th year in a row. It's no wonder Texas was named by *Chief Executive* as the "Best State for Business" for the 11th year in a row and is also ranked as state with the No. 1 "Economic Climate" by *Forbes*.

The Media Production Development Zone Act (MPDZ), established by the Legislature in 2009 and administered by the Texas Film Commission (TFC), located in the Office of the Governor - Economic Development and Tourism, is designed to encourage development of more permanent moving image production sites to help strengthen Texas' economy. The MPDZ Exemption allows for a sales and use tax exemption for the construction, maintenance, expansion, improvement, or renovation of a media production facility at a qualified media production location over a two year period.

Before the MPDZ Exemption can be granted, a thorough application and evaluation process takes place in which the local municipality or county must certify the project for local benefits, the Texas Comptroller of Public Accounts must certify that the project will have a positive impact on state revenue, the Comptroller-appointed Media Production Advisory Committee must recommend the use of the exemption for the project, and finally, the Texas Film Commission must designate the location and certify the project to grant the exemption.

To be eligible for the MPDZ Exemption, a project must demonstrate a significant return on the state's investment and strong local support. The review process evaluates a variety of factors associated with each project, including capital investment, financial strength of the applicant, the applicant's business history, analysis of the relevant business sector, and public and private sector financial support.

If you have a project that can benefit from the MPDZ Exemption, the Texas Film Commission will provide you with information on how the exemption is to be utilized and how the proposed project meets the criteria of the program.

For more information and to see if the project meets the program criteria, contact TFC at (512) 463-9200 or (512) 936-0100, or visit texasfilmcommission.com.

INSTRUCTIONS

Submit a fully completed digital and hard copy version of this *Media Production Development Zone Request for Exemption Form* with required attachments to the Community's Governing Body (Nominating Body) having jurisdiction over the proposed location.

The Nominating Body must then forward a digital copy of this application within seven days to the Texas Film Commission (TFC). If the application is submitted to the TFC through regular mail, mail the application to Office of the Governor, Attention Texas Film Commission, Post Office Box 13246, Austin, Texas 78711. If through overnight delivery, send to Office of the Governor, Attention Texas Film Commission, 1100 San Jacinto, Austin, Texas 78701.

The Requestor must include all requested information for all sections since any performance documents or State Agreements developed will use details represented in this application.

Be accurate and thorough to avoid delays in processing.

Where no response is possible, it should be marked N/A.

Attachments and additional pages are not required unless specifically requested in the MPDE Exemption Form. Any necessary supplemental information will be requested as a follow-up document.

Original signatures must accompany the completed MPDZ Exemption Form. Draft or incomplete forms will not be accepted. It is The applicant is encouraged to contact the Texas Film Commission prior to submission.

Note: Approximately 2-3 weeks is required for the due diligence of a complete application prior to Texas Comptroller of Public Accounts consideration. For an overview of the MPDZ Exemption application, nomination and certification process, please see Appendix A.

CERTIFICATION OF APPLICATION – BUSINESS

Authorized Business Representative (This is a representative of the Business, AKA Requestor, which is the title holder of real property or lease holder of a non-residential lease with at least four years remaining in the current lease term, on or in which a media production location where the project is proposed)

First Name Alton Last Name Butler

Title CEO/Owner

Organization Bastrop Colorado Bend, LLC

Street Address 1240 Lovers Lane, Bastrop, TX 78602

Mailing Address 12224 Montague Street

City Pacoima State CA Zip 91331 -

Phone Number 323-960-0113 Fax Number

Mobile Number 323-842-4506 Website Line204.com

Email Address AltonButler@line204.com

Authorized Consultant Representative

The following consultant is authorized to provide and obtain information related to this application. However, the State of Texas reserves the right to contact the applicant business directly at any time.

Consultant Name Steven Takoushian Phone Number 610-331-2870

Consultant Email Stakoushian@watchdogpm.com Company Watchdog REPM

I declare that the information contained in this Media Production Development Zone Request for Exemption Form and any attachments are true and correct to the best of my knowledge and belief, as evidenced by my signature below. I further certify that the business entity is in good standing under the laws of the state in which the entity was organized and that no delinquent taxes are owed to any taxing entity within the State of Texas.

Signature _____ Date 10-19-21

(Primary Requestor/Business Representative)

GIVEN under my hand and seal of office this 21st day of October, 2021

Tina Marie Rosas

Notary Public, State of

(Notary Seal)



My commission expires November 19, 2023

BUSINESS INFORMATION

Exact legal name of the business entity (Requestor) applying for the Media Production Development Zone Exemption

Bastrop Colorado Bend, LLC

In addition to the entity applying, list all corporate subsidiaries under which jobs will be reported for this project.

N/A

Federal Tax ID number 86-2509417 Comptroller of Public Accounts number 803961356

NAICS Code 531120 Service / product produced Stages, equipment & office rental

Is the entity registered to do business in Texas with the Texas Secretary of State? ☒ Yes ☐ No

If "Yes," identify the exact name used by the business to register in Texas Bastrop Colorado Bend, LLC

Structure of business (private, public, LLP, LLC, etc.) LLC

Evidence of good standing under the laws of the state in which the business was formed or organized is required. Please attach a certificate issued by the secretary of state or the state official having custody of the records pertaining to entities formed under the laws of that state.

Articles of Incorporation attached ☒ Yes ☐ No State of Incorporation: Texas

BUSINESS EXPLANATION

Provide an introduction, history and description of the business, its product, services, total sales, etc. (do not attach additional documentation).

Experienced Real Estate Owner and Studio Operator

CEO/Owner Alton Butler owns real estate in California, Iowa, Mississippi, Texas and Illinois through a holding entity, ASAS, LLC. Requestor Bastrop Colorado Bend, LLC is a subsidiary of ASAS, LLC. Certain properties are held for 3rd party tenant rentals in the healthcare, grocery and retail industry. Mr. Butler also operates 7 studios in Hollywood and Pacoima in California through an operating entity, Line 204, LLC ("Line 204"), along with equipment rentals for production in the film industry and for events production.

Line 204 is one of the top boutique studio and production rental companies in Los Angeles and has a reputation in the entertainment industry as a one-stop shop production and support company. The 40-employee (post pandemic re-org from 75) operating entity not only offers genuine Hollywood sound stages, but also production equipment rentals, and event production. The company has been successfully operating their studios in Hollywood for over 16 years. Some of the biggest names in the industry such as Hulu, Netflix, Amazon, Fox, Hollywood Reporter, and the NFL lease space with Line 204.

Real property revenue for the year ended 2020 was approximately $2 million, and $2.6 million forecasted for 2021.
Revenue for stages and equipment/production rentals was 2020 was $4.1 million with 5 months of mandated Covid-19 shutdown; 2021 revenue is forecasted at approximately $7 million (with a slow start in Q1 due to Covid-19 concerns).

Number of Years in Business 21 Number of Employees Nation-wide 35 (as of 9/30/2021)

Number of Employees Worldwide N/A CEO/President Alton Butler

Corporate Family Tree

Please provide the family tree by listing Requestor's immediate and ultimate parent companies (if applicable), as well as all principal subsidiaries of Requestor. Use below as an example, and include an attachment if necessary.

Ultimate _____

Immediate Parent ASAS, LLC _____

REQUESTOR Bastrop Colorado Bend, LLC _____

Subsidiary A N/A _____

Subsidiary B N/A _____

Subsidiary C N/A _____

BUSINESS FINANCIAL DATA

Provide a company financial statement and background information.

Requestor Bastrop Colorado Bend, LLC is a Single Purpose Entity (SPE) set up to hold the real property located at Bastrop for the development and construction in Phase 1 of 6 sound stages, 6 production offices and a warehouse facility. The parent company ASAS, LLC is a real estate holding company.

Attached:

- ASAS, LLC financial statement as of 12/31/2020 and 6/30/2021

PROJECT SUMMARY

Provide a specific and detailed description of the Project including the site, the scope of planned operations, description type of jobs, etc. (do not attach additional documentation).

The overall site is approx. 545 acres with the phase 1 portion containing approx. 324 acres, The project will be built in multiple phases with phase 1 build consisting of approximately (6) studios totaling 108,000 sf, (1) office building at 46,000 sf, (1) warehouse/mill shop at 108,000 sf and all supporting roadways, utilities and infrastructure.

The operations anticipate a team of about 25 employees in this rental facility in the following areas of work and certain outsourced support as described below:

Employment areas: Operations Manager, Sales Team and sales administrative support, reception, Stage managers, Inventory management and support, janitorial

Outsourced areas: IT, Security guards, Landscaping maintenance, Electrical, HVAC and other building maintenance

In addition to the above type of jobs at the facility, the 6 studios and office space will be rented to film and commercial production companies that will have their own employees and/or contractors in the capacity of talent, producers, cameramen, grips, production managers, assistants etc.

PROJECT FACILITY SUMMARY

REQUIRED ATTACHMENT: Project location site plan
REQUIRED ATTACHMENT: Project facility floor plan

Exact location of proposed Project's site (address or intersection) 1240 Lover's Lane

City, State, Zip Bastrop, TX 78602

County Bastrop

Will the Requestor company own the facility? ☒ Yes ☐ No

Is this facility to be located in a metropolitan statistical area where the principal municipality has a population of more than 250,000? ☐ Yes ☒ No

Is this facility to be located in an area that has adequate workforce, infrastructure, facilities, or resources to support moving image projects? ☒ Yes ☐ No

Provide an overview of the facility and characteristics of the lease or construction.

The overall site is approx. 545 acres with the phase 1 portion containing approx. 324 acres, The project will be built in multiple phases with phase 1 build consisting of approximately (6) studios totaling 108,000 sf, (1) 3-story office building at 46,000 sf, (1) warehouse/mill shop at 108,000 sf and all supporting roadways, utilities and infrastructure.

The proposed office building and warehouse/mill shop buildings support the production studios. Owner/Requestor will be developing the site including constructing the buildings and infrastructure for Tenants to lease and occupy.

PROJECT CHARACTERISTICS

Identify all Project characteristics that apply.

- ☐ Consolidation
- ☒ Construct New Facility
- ☐ Expand Existing Facility
- ☐ Expand from Outside of Texas
- ☐ Expansion within Texas
- ☐ Lease Facility
- ☐ New Business/Start-up
- ☐ Purchase New Facility
- ☐ Relocation from Outside Texas
- ☐ Renovate Existing Facility
- ☐ Other: _____

PROJECT FACILITY USE

Identify site specifications within which this Project falls (include amounts for all that apply).

☐	Animation/CGI	Approx. Square Footage _____
☐	Construction Space	Approx. Square Footage _____
☐	Motion Capture Studio	Approx. Square Footage _____
☐	Post Production	Approx. Square Footage _____
☒	Production Office	Approx. Square Footage 46,000
☐	Scoring/Sound Studio	Approx. Square Footage _____
☒	Sound Stage	Approx. Square Footage 108,000
☐	Video Game Production	Approx. Square Footage _____
☐	Post-Production Facility	Approx. Square Footage _____
☒	Other: Warehouse/Mill Shop	Approx. Square Footage 108,000
☒	Other: Studio Support	Approx. Square Footage 34,800
☒	Other: Welcome Center	Approx. Square Footage 1400

PROJECTED CAPITAL INVESTMENT

REQUIRED ATTACHMENT: Itemized Budget
REQUIRED ATTACHMENT: Equipment Schedule

☐ Project is fully funded or financing is secured

Capital Investment are the items that the Company may capture as a capital investment on its financial reports, and includes, but is not limited to fixed-assets, real property and business personal property. Operational lease payments do not qualify as capital investment.

Land	$9,650,000	
Site Improvement	11,684,860	
Building(s)	35,354,000	
Machinery & Equipment	3,766,840	Systems furniture, Network systems and cabling, A/V, Security, Signage, etc
Total	$60,455,700	

PROJECTED DATES & MILESTONES

Begin Construction	Est June 2022	Begin Hiring New Employees	Est Sept 2023
Construction Complete	Est August 2023	Fully Operational	Est Nov 2023
Purchase Machinery & Equipment			

BENEFIT TO THE STATE

REQUIRED ATTACHMENT: Independent Economic Impact Analysis - *prepared by a person/firm independent of Requestor who is considered an expert with specialized knowledge, skill, experience, training or education in economics and state/local taxation*

Independent Economic Impact Analysis prepared by: Impact DataSource

Analysis of proposed Project/activities to take place at the location must be conducted by a third-party entity not related to the Requestor, and must include the following:

A summary of the analysis highlighting the following data items (do not attach additional documentation aside from economic impact analysis).

1. Estimate of the revenue generated to the state and local governmental body by the Project
2. Estimate of any secondary economic benefits to be generated by the Project
3. Estimate of state taxes to be exempted

See Economic Impact Study dated 8-30-21

BENEFIT TO THE COMMUNITY

Provide an economic impact estimate of the designation of the location as a Qualified Media Production Location on the revenues of the entities nominating the location, considering the financial incentives and benefits contemplated.

See Economic Impact Study dated 8-30-21

COMMUNITY TAX RATES

(Represent tax rates to the 4th decimal per $100 evaluation)

	Entity	Tax Rate
Tax Rate City	City of Bastrop (C04)	0.5794 %
Tax Rate County	Bastrop County (G01)	0.4252 %
Tax Rate School District	Bastrop ISD (S04)	1.2730 %
M&O Rate		0.8720 %
Special Tax Districts		
Other Taxing Entities	County Road	0.0968 %
Total Combined Local Tax Rate (Include all applicable taxing entities)		3.2464 %

(Note: M&O Rate is a part of the School District Tax Rate)

County depreciation schedule for personal property (attachment included) ☐ Yes ☐ No

PERMITS

☒ Pending ☐ Current ☐ No Permits Required

Estimated state and local fee related revenue generated by this Project $460,000 (listed components below)

List any local or state permits that will be, or have been acquired, including the corresponding fees paid, issuing agency and the expected date of receipt, if applicable.

Site Development permit and Phase 1 building permits expected to be received on or before June 2022.

Estimated fees detail:
City Application & review fees related to Site Approvals: $ 30,000
Phase 1 Building permit fees: 150,000
Phase 1 Water and Waste water tapping & impact fees: 280,000

STATE SENATOR AND REPRESENTATIVE FOR PROJECT LOCATION

State Senator

District No.: 14 Senator Name: Senator Sarah Eckhardt

State Representative

District No.: 17 Representative Name: Representative John Cyrier

CONFIDENTIALITY NOTICE

The Office of the Governor, Texas Film Commission, located within the Economic Development and Tourism division, as a state agency, must comply with the Texas Public Information Act (the" Act"). Under the Act the agency may have authority to maintain the confidentiality of the name of and other information related to a company seeking to locate in the state until after the location negotiations are completed. In the event that a public information request related to the company is submitted to the agency, the agency will (i) promptly notify the company of the request, (ii) if appropriate, take all possible and appropriate actions with the Attorney General of Texas to prevent release of the information, including asserting exemptions under the Act (including the Economic Development Negotiations exception of section 552.131 and the Trade Secrets/Commercial Information exception of section 552.110) and (iii) provide the company with full information and opportunity to participate in such process.

The applicants acknowledge that negotiations and information related to this application shall be treated as confidential, and that a full faith effort will be made to prevent the disclosure of any such negotiations. The applicants further agree that they will not disseminate information regarding any subsequent agreement except as directed by the Office of the Governor. Breach of confidentiality regarding this application may be grounds for termination of negotiations.

ON-SITE COMPLIANCE REVIEW NOTICE

In the event that a Media Production Development Zone Exemption Agreement is executed between the State of Texas (the "State") and a grantee, the State reserves the right throughout the term of the agreement to conduct an on-site compliance review of the grantee's records relevant to the performance of the agreement. Grantees may be selected for on-site review based upon risk assessment criteria determined by the Office of the Governor.

DISCLOSURE OF INTERESTED PARTIES FORM NOTICE

In the event that a Media Production Development Zone Exemption offer over $1,000,000 is extended to an applicant, in accordance with Texas Government Code, Section 2252.908, the company must submit a "Disclosure of Interested Parties Form" to the Office of the Governor at the time the company submits the signed agreement.

The disclosure of interested parties must be submitted on a form, and in a manner, prescribed by the Texas Ethics Commission. The Disclosure of Interested Parties Form (Form 1295) and instructions may be found on the Texas Ethics Commission website: https://www.ethics.state.tx.us/tec/1295-Info.htm.

The Texas Ethics Commission has adopted administrative rules to implement the statute, found at http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=2&ch=46&rl=Y.

Submission Checklist of Required Documents:

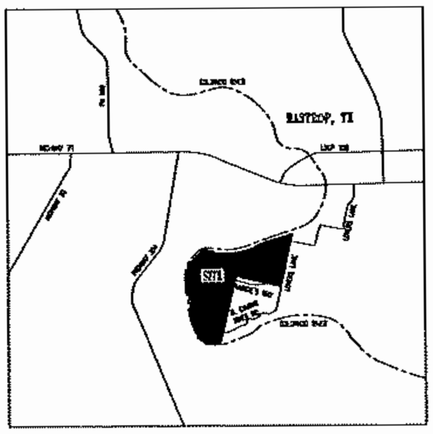
	MPDZ Request for Exemption Submission Checklist	Check if Completed
1	Fully Completed MPDZ Request for Exemption Form	X
2	Certification of Application signed by Business/Requestor (pg. 3)	X
3	Requestor's Financial Statement (pg. 5)	X
4	Site Plan of Proposed Media Production Location for Project Facility Summary (p. 6) (include attachment)	X
5	Floor Plan of Proposed Media Production Facility for Project Facility Summary (p. 6) (include attachment)	X
6	Project's Itemized Budget (pg. 7) (include attachment)	X
7	Projects' Equipment Schedule (pg. 7) (include attachment)	N/A
8	Economic Impact Analysis (pg. 8) (include attachment)	X

MPDZ Exemption Extension Checklist	Check if Completed
Disclosure of Interested Parties Form 1295[2] (pg. 10) (if applicable)	____

[1] To search an entity's Franchise Tax Account Status please visit the website of the Texas Comptroller of Public Accounts (CPA) at https://ourcpa.cpa.state.tx.us/coa/Index.html. To resolve any issues regarding a company's status with the Texas CPA, please contact the CPA's Franchise Tax Division at (512) 463-4402.

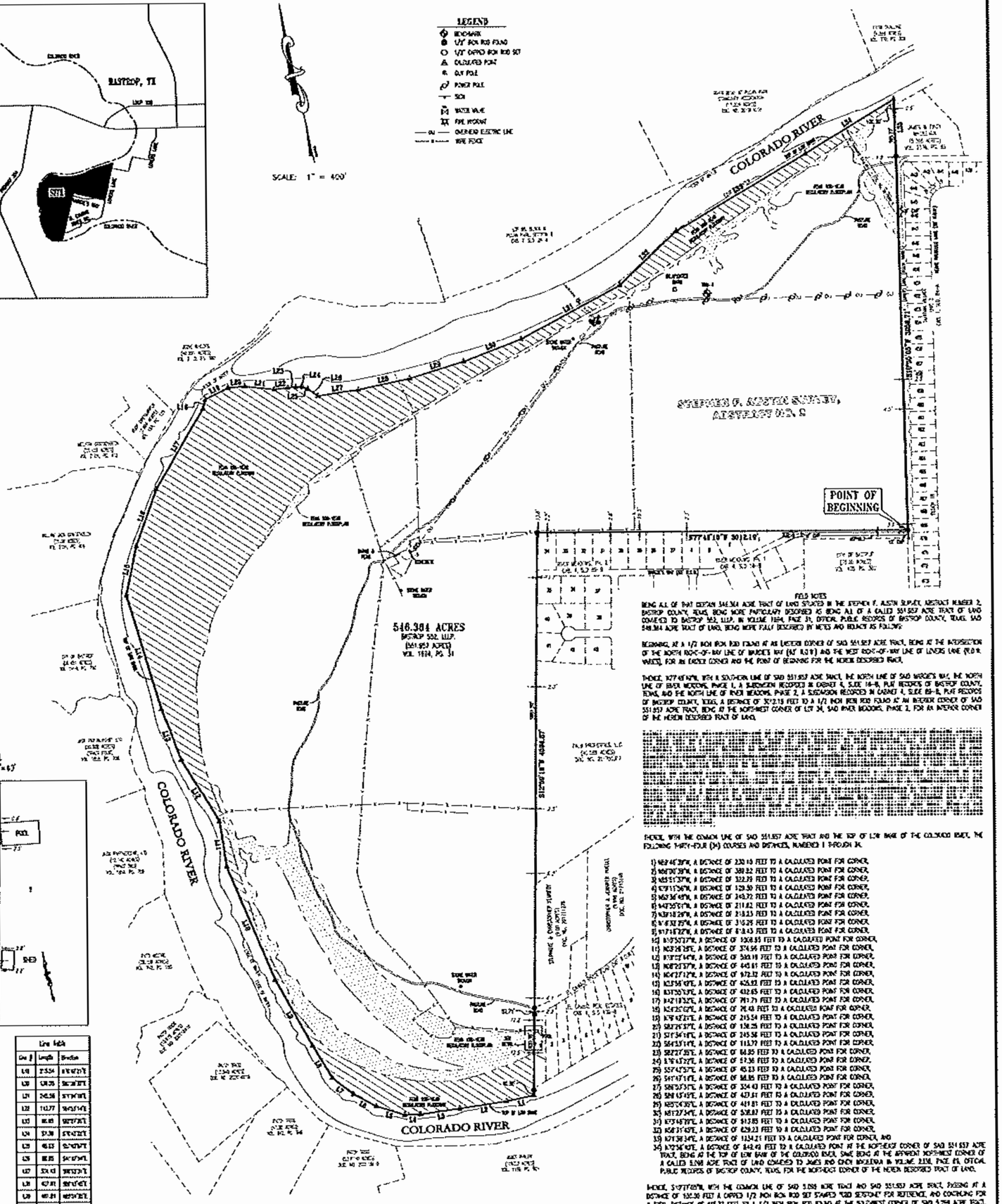
[2] Form 1295 (Disclosure of Interested Parties) is provided by the Texas Ethics Commission at https://www.ethics.state.tx.us/tec/1295-Info.htm.

ALTA SURVEY OF 546.364 ACRES SITUATED IN THE STEPHEN F. AUSTIN SURVEY, ASBTRACT NUMBER 2, BASTROP COUNTY, TEXAS, BEING ALL OF THAT CALLED 551.957 ACRE TRACT OF LAND CONVEYED TO BASTROP 552, LLLP. IN VOLUME 1694, PAGE 31, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS.

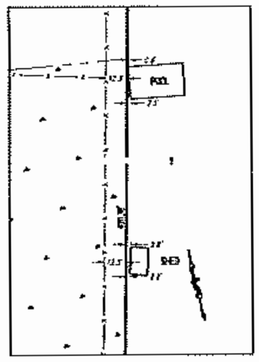


SCALE: 1" = 400'

LEGEND
- BENCHMARK
- 1/2" IRON ROD FOUND
- 1/2" CAPPED IRON ROD SET
- CALCULATED POINT
- GUY POLE
- POWER POLE
- SIGN
- WATER VALVE
- FIRE HYDRANT
- OHE — OVERHEAD ELECTRIC LINE
- WIRE FENCE



DETAIL
SCALE: 1"=60'



Line Table		
Line #	Length	Direction
L1	220.10	N89°45'28"W
L2	388.22	N89°30'39"W
L3	332.58	N89°51'32"W
L4	120.50	N78°11'26"W
L5	249.72	N89°36'48"W
L6	211.82	N87°55'51"W
L7	318.23	N88°18'29"W
L8	315.29	N 9°41'32" W
L9	818.43	N 1°18'12" W
L10	1908.85	N 0°57'07" W
L11	374.96	N 0°34'24" E
L12	560.18	N 1°37'12" W
L13	645.61	N 0°07'37" W
L14	972.32	N 0°47'12" W
L15	426.51	N 2°34'10" E
L16	432.65	N 1°35'53" E
L17	791.79	N 4°21'13" E
L18	76.48	N 3°42'20" E
L19	215.54	N 3°18'12" E
L20	136.25	N 8°25'35" E
L21	245.58	N 1°36'14" E
L22	113.79	N 6°45'14" E
L23	64.85	S 82°27'35" E
L24	57.36	S 76°43'22" E
L25	45.23	S 83°47'57" E
L26	64.85	S 91°47'14" E
L27	334.43	S 89°53'51" E
L28	427.81	S 89°43'42" E
L29	421.81	S 89°04'38" E
L30	538.87	N 89°37'34" E
L31	913.85	N 87°48'59" E
L32	628.23	N 89°31'49" E
L33	1134.21	N 89°38'34" E
L34	842.43	N 89°36'40" E

Line Table		
Line #	Length	Direction
L35	23.56	N 0°40'27" E
L36	130.25	S 89°38'27" E
L37	245.58	S 1°36'14" W
L38	110.77	S 6°45'14" W
L39	80.85	S 82°27'35" E
L40	57.36	S 76°43'22" E
L41	45.23	S 83°47'57" E
L42	64.85	S 91°47'14" E
L43	427.81	S 89°43'42" E
L44	421.81	S 89°04'38" E
L45	538.87	N 89°37'34" E
L46	913.85	N 87°48'59" E
L47	628.23	N 89°31'49" E
L48	1134.21	N 89°38'34" E
L49	842.43	N 89°36'40" E
L50	465.77	S 89°57'07" E

NOTE:
A PORTION OF THE LEGALLY DESCRIBED PROPERTY IS WITHIN A SPECIAL FLOOD HAZARD AREA AS DESIGNATED BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP NUMBER 48021C0150E FOR BASTROP COUNTY, TEXAS, DATED JANUARY 19, 2006, AND REVISED BY LOMR - 18-06-0875P, DATED NOVEMBER 16, 2018.

BENCHMARK:
TBM-1:
1/2 IRON IRON ROD SET STAMPED "CARLSON, BRIGANCE & DOERING"
NORTHING=10131.33, EASTING=3145471.64 (NAD83)
371.25' (NAVD88)

FIELD NOTES

BEING ALL OF THAT CERTAIN 546.364 ACRE TRACT OF LAND SITUATED IN THE STEPHEN F. AUSTIN SURVEY, ABSTRACT NUMBER 2, BASTROP COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING ALL OF A CALLED 551.957 ACRE TRACT OF LAND CONVEYED TO BASTROP 552, LLLP, IN VOLUME 1694, PAGE 31, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, SAID 546.364 ACRE TRACT OF LAND, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2" IRON IRON ROD FOUND AT AN EASTERN CORNER OF SAID 551.957 ACRE TRACT, BEING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF MARGIE'S WAY (67' R.O.W.) AND THE WEST RIGHT-OF-WAY LINE OF LOVERS LANE (R.O.W. VARIES), FOR AN EASTER CORNER AND THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED TRACT;

THENCE, N77°48'10"W, WITH A SOUTHERN LINE OF SAID 551.957 ACRE TRACT, THE NORTH LINE OF SAID MARGIE'S WAY, THE NORTH LINE OF RIVER MEADOWS, PHASE 1, A SUBDIVISION RECORDED IN CABINET 4, SLIDE 16-B, PLAT RECORDS OF BASTROP COUNTY, TEXAS, AND THE NORTH LINE OF RIVER MEADOWS, PHASE 2, A SUBDIVISION RECORDED IN CABINET 4, SLIDE 89-B, PLAT RECORDS OF BASTROP COUNTY, TEXAS, A DISTANCE OF 301.215 FEET TO A 1/2" IRON IRON ROD FOUND AT AN INTERIOR CORNER OF SAID 551.957 ACRE TRACT, BEING AT THE NORTHWEST CORNER OF LOT 34, SAID RIVER MEADOWS, PHASE 2, FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, WITH THE COMMON LINE OF SAID 551.957 ACRE TRACT AND THE TOP OF LOW BANK OF THE COLORADO RIVER, THE FOLLOWING THIRTY-FOUR (34) COURSES AND DISTANCES, NUMBERED 1 THROUGH 34;

1) N89°45'28"W, A DISTANCE OF 220.10 FEET TO A CALCULATED POINT FOR CORNER,
2) N89°30'39"W, A DISTANCE OF 388.22 FEET TO A CALCULATED POINT FOR CORNER,
3) N89°51'32"W, A DISTANCE OF 332.58 FEET TO A CALCULATED POINT FOR CORNER,
4) N78°11'26"W, A DISTANCE OF 120.50 FEET TO A CALCULATED POINT FOR CORNER,
5) N89°36'48"W, A DISTANCE OF 249.72 FEET TO A CALCULATED POINT FOR CORNER,
6) N87°55'51"W, A DISTANCE OF 211.82 FEET TO A CALCULATED POINT FOR CORNER,
7) N88°18'29"W, A DISTANCE OF 318.23 FEET TO A CALCULATED POINT FOR CORNER,
8) N 9°41'32" W, A DISTANCE OF 315.29 FEET TO A CALCULATED POINT FOR CORNER,
9) N 1°18'12" W, A DISTANCE OF 818.43 FEET TO A CALCULATED POINT FOR CORNER,
10) N 0°57'07" W, A DISTANCE OF 1908.85 FEET TO A CALCULATED POINT FOR CORNER,
11) N 0°34'24" E, A DISTANCE OF 374.96 FEET TO A CALCULATED POINT FOR CORNER,
12) N 1°37'12" W, A DISTANCE OF 560.18 FEET TO A CALCULATED POINT FOR CORNER,
13) N 0°07'37" W, A DISTANCE OF 645.61 FEET TO A CALCULATED POINT FOR CORNER,
14) N 0°47'12" W, A DISTANCE OF 972.32 FEET TO A CALCULATED POINT FOR CORNER,
15) N 2°34'10" E, A DISTANCE OF 426.51 FEET TO A CALCULATED POINT FOR CORNER,
16) N 1°35'53" E, A DISTANCE OF 432.65 FEET TO A CALCULATED POINT FOR CORNER,
17) N 4°21'13" E, A DISTANCE OF 791.79 FEET TO A CALCULATED POINT FOR CORNER,
18) N 3°42'20" E, A DISTANCE OF 76.48 FEET TO A CALCULATED POINT FOR CORNER,
19) N 3°18'12" E, A DISTANCE OF 215.54 FEET TO A CALCULATED POINT FOR CORNER,
20) N 8°25'35" E, A DISTANCE OF 136.25 FEET TO A CALCULATED POINT FOR CORNER,
21) N 1°36'14" E, A DISTANCE OF 245.58 FEET TO A CALCULATED POINT FOR CORNER,
22) N 6°45'14" E, A DISTANCE OF 113.79 FEET TO A CALCULATED POINT FOR CORNER,
23) S 82°27'35" E, A DISTANCE OF 64.85 FEET TO A CALCULATED POINT FOR CORNER,
24) S 76°43'22" E, A DISTANCE OF 57.36 FEET TO A CALCULATED POINT FOR CORNER,
25) S 83°47'57" E, A DISTANCE OF 45.23 FEET TO A CALCULATED POINT FOR CORNER,
26) S 91°47'14" E, A DISTANCE OF 64.85 FEET TO A CALCULATED POINT FOR CORNER,
27) S 89°53'51" E, A DISTANCE OF 334.43 FEET TO A CALCULATED POINT FOR CORNER,
28) S 89°43'42" E, A DISTANCE OF 427.81 FEET TO A CALCULATED POINT FOR CORNER,
29) S 89°04'38" E, A DISTANCE OF 421.81 FEET TO A CALCULATED POINT FOR CORNER,
30) N 89°37'34" E, A DISTANCE OF 538.87 FEET TO A CALCULATED POINT FOR CORNER,
31) N 87°48'59" E, A DISTANCE OF 913.85 FEET TO A CALCULATED POINT FOR CORNER,
32) N 89°31'49" E, A DISTANCE OF 628.23 FEET TO A CALCULATED POINT FOR CORNER,
33) N 89°38'34" E, A DISTANCE OF 1134.21 FEET TO A CALCULATED POINT FOR CORNER, AND
34) N 89°36'40" E, A DISTANCE OF 842.43 FEET TO A CALCULATED POINT AT THE NORTHEAST CORNER OF SAID 551.957 ACRE TRACT, BEING AT THE TOP OF LOW BANK OF THE COLORADO RIVER, SAME BEING AT THE APPARENT NORTHWEST CORNER OF A CALLED 5.098 ACRE TRACT OF LAND CONVEYED TO JAMES AND CINDY MCLELLAN IN VOLUME 2158, PAGE 69, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, S 01°17'03"E, WITH THE COMMON LINE OF SAID 5.098 ACRE TRACT AND SAID 551.957 ACRE TRACT, PASSING AT A DISTANCE OF 152.30 FEET A CAPPED 1/2" IRON IRON ROD SET STAMPED "CBD SURVEY" FOR REFERENCE, AND CONTINUING FOR A TOTAL DISTANCE OF 465.77 FEET TO A 1/2" IRON IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID 5.098 ACRE TRACT, BEING IN A NORTHERN LINE OF SAID LOVERS LANE;

THENCE, S 51°31'05"W, WITH THE COMMON LINE OF SAID 551.957 ACRE TRACT AND SAID LOVERS LANE, A DISTANCE OF 1036.71 FEET TO THE POINT OF BEGINNING AND CONTAINING 546.364 ACRES OF LAND.

ACCORDING TO THE TITLE COMMITMENT G.F. NO. 1-141324, EFFECTIVE DATE DECEMBER 28, 2020.

THIS TRACT OF LAND IS SUBJECT TO THE FOLLOWING:

10. THE FOLLOWING MATTERS AND ALL ITEMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

c. A DRAINAGE EASEMENT GRANTED TO THE CITY OF BASTROP AS DESCRIBED IN DOCUMENT NUMBER 201509613, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS. (SHOWN HEREON)

ACCORDING TO THE TITLE COMMITMENT G.F. NO. 1-141324, EFFECTIVE DATE DECEMBER 28, 2020.

THIS TRACT OF LAND IS NOT SUBJECT TO THE FOLLOWING:

10. THE FOLLOWING MATTERS AND ALL ITEMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

a. AN ELECTRIC FACILITIES EASEMENT GRANTED TO BLUEBONNET ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 1616, PAGE 751, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS. (NORTH OF PROPERTY)

10. ACRE, LLC., BASTROP 552, LLLP, AND TITLE RESOURCES GUARANTY COMPANY.
G.F. 1-141324, EFFECTIVE DECEMBER 28, 2020

STATE OF TEXAS:
COUNTY OF BASTROP:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS.
FIELD WORK COMPLETED : 11TH DAY OF MARCH, 2021
MAP DATE: THIS THE 12TH DAY OF MARCH, 2021

AARON V. THOMASON, R.P.L.S. NO. 6214
CARLSON, BRIGANCE, AND DOERING
5501 WEST WILLIAM CANNON
AUSTIN, TX 78749
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AARON@CBDINC.COM

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

Carlson, Brigance & Doering, Inc.
FIRM ID #3791 • (512) 280-5160

J:\AC30\5067\Survey\5067 - ALTA SURVEY - 546.364 ACRES - COLORADO BEND

EXHIBIT B

EXHIBIT C

A REPORT OF THE ECONOMIC IMPACT OF LINE 204 MOVIE STUDIO PHASE I IN BASTROP, TX

August 30, 2021

IMPACT DataSource

PURPOSE & LIMITATIONS

This report presents the results of an analysis undertaken by Impact DataSource, an Austin, TX based economic consulting firm. The analysis relies on prospective estimates of business activity that may not be realized. Impact DataSource and the Client made reasonable efforts to ensure that the project-specific data reflects realistic estimates of future activity.

The analysis presented in this report incorporates estimates, assumptions, and other information developed by the Impact DataSource from their independent research effort.

The Client and Impact DataSource make no representation or warranty as to the accuracy or completeness of the information contained herein, and expressly disclaim any and all liability based on or relating to any information contained in, or errors or omissions from, this information or based on or relating to the use of this information.

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Study Highlights

- This analysis presents the economic and fiscal impact of a possible movie studio to be developed in Bastrop County seeking a Media Production Development Zone (MPDZ) sales tax exemption from the Texas Film Commission.

- Although multiple phases are contemplated for the Project, this study analyzes the impacts resulting from the two-year construction/development of Phase I and the first 10 years of production activity facilitated by these structures.

- Phase I involves an investment of $40.3 million to develop six sound stages as well as warehouse and office space plus other supporting facilities. Approximately 94% or $37.8 million of the planned investment will be spent on qualifying production facilities eligible for the state MPDZ sales tax exemption.

- After the initial development of Phase I, the studio will facilitate on-going economic impacts through media production activities taking place on site. Although the specific projects that may utilize the studio facilities are not known at this time, this study estimates the impact of on-going production activities consistent with television projects receiving a grant from the Texas Moving Image Industry Incentive Program (TMIIIP) from 2017 through 2020.

- The planned studio development will generate significant economic impacts in the State of Texas economy during (1) the initial construction phase and (2) during the on-going operations of the studio.

  Initial Construction/Development Impacts
  - $105.5 million in economic impact during construction/development inclusive of secondar or indirect and induced economic impacts.
  - 747 total construction "jobs years" of employment during construction phases.

  On-going Production Activity Impacts
  - $177.8 million in annual economic impact.
  - $1.9 billion in economic impact over the first 10 years.
  - 1,443 total jobs including direct, indirect, and induced.

- These economic activities have the potential to generate additional tax revenues for the State of Texas in the form of sales taxes, hotel occupancy taxes, franchise taxes, as well as other taxes and revenues collected from workers.

- The additional State of Texas tax revenues estimated to be collected during construction total $1.43 million AFTER deducting the potential MPDZ sales tax exemption valued at $1.12 million.

- On-going media production activity facilitated by the studio is estimated to generate $47.45 million in tax revenues for the State of Texas over the first 10 years of operation.

- The estimated tax revenues for the State of Texas associated with this Project are summarized on the next page.

Indirect and induced impacts *represent the spin-off economic activity resulting from the business-to-business expenditures initiated by the company and the consumer-to-business expenditures initiated by workers spending a portion of their earnings on goods and services in the economy.* ***Economic output*** *is gross output and is the sum of the intermediate inputs and final use. This is a duplicative total in that goods and services will be counted multiple times if they are used in the production of other goods and services. Economic output can be thought of as the value of goods and services sold in the economy or revenues for businesses in the economy.* ***Value added*** *is defined as the value of gross output less intermediate inputs.* ***Household earnings*** *or earnings consist of wages and salaries, employer provided benefits, and proprietors' income. For permanent or on-going activity,* ***Employment*** *consists of a count of jobs that include both full-time and part-time workers. For temporary construction impacts, a* ***Job Year*** *is defined as full employment for one person for 2080 hours in a 12-month span.*

Table 1. State of Texas: Benefits Over the Next 12 Years

	Construction	Operations	Total
Sales Taxes, before exemption	$1,822,344	$29,075,302	$30,897,646
Sales Tax Exemption on MPDZ Eligible Materials	($1,123,442)	$0	($1,123,442)
Hotel Occupancy Taxes	$0	$1,855,983	$1,855,983
Franchise Taxes	$79,119	$1,460,140	$1,539,259
Other Taxes & Revenues from Workers	$656,502	$15,059,384	$15,715,887
Total Benefits	$1,434,523	$47,450,810	$48,885,333
Present Value (5% discount rate)	*$1,315,461*	*$32,929,557*	*$34,245,018*

- The State of Texas is estimated to collect $1.28 in tax revenue for every dollar exempted through the MPDZ sales tax during construction.

- Including both construction and operations tax revenue, the State of Texas is estimated to collect $43.51 in tax revenue for every dollar exempted by the MPDZ program.

Local Impact in Bastrop County

- In addition to the impact details for the State of Texas, this analysis presents economic impact estimates and fiscal impact estimates for Bastrop County and other local taxing jurisdictions. The economic impact within Bastrop County is a subset of the statewide economic impact of the project presented above.

- This analysis assumes the proposed site of the studio will be annexed by the City of Bastrop before construction. Accordingly, the city will benefit from property taxes, sales taxes, and other direct activity taking place on site.

- The total economic impact of the construction/development of the studio is expected to be $55.8 million in Bastrop County.

- The on-going production activity is estimated to create 993 direct, indirect, and induced jobs in the county.

- During the next 12 years - inclusive of two years of construction/development and 10 years of studio operations - the Project is estimated to generate a total of $11.0 million in revenues for local taxing jurisdictions.

    - City of Bastrop: $7.2 million
    - Bastrop County: $2.7 million
    - Bastrop ISD: $1.1 million
    - Total: $11.0 million

Introduction

This report presents the results of an analysis undertaken by Austin, TX based economic consulting firm, Impact DataSource. The report estimates the impact that a potential project in Bastrop County will have on the economy and estimates the costs and benefits for the state and local taxing districts over a 12-year period. This period covers a two-year construction/development period and 10 years of movie studio operations.

Description of the Project

This project involves the development of movie studio seeking Media Production Development Zone Exemption from the Texas Film Commission. The proposed site is located in Bastrop County outside of the City of Bastrop. Although multiple phases are contemplated for the movie studio project, this study analyzes the impact resulting from the development and use of Phase I structures only. Phase I is planned to include the development of six sound stages as well as warehouse and office space. These structures represent the qualifying production facilities seeking benefit from the MPDZ sales tax exemption. In addition to the qualifying production facilities, Phase I is planned to include supporting facilities for the studio as detailed in the Project Details & Key Assumptions section.

Methodology

Economic impacts are estimated during (1) the initial construction period and (2) during the on-going operation of the proposed movie studio in Bastrop County. This analysis focuses on Phase I development and associated operations.

Impact DataSource applied the Regional Input-Output Modeling System (RIMS II) economic input-output model to estimate the total impact - inclusive of indirect and induced effects. The economic impacts are then translated into additional revenues and costs for the city, county, school, and state.

This analysis presents two sets of economic impact estimates; one set of economic impacts are presented for the State of Texas and another set of impacts are presented for Bastrop County. The economic impact within the Bastrop economy represents a subset of the statewide economic impact of the project.

Project Details & Key Assumptions

The table below summarizes the details and key assumptions used to estimate the impacts in this analysis related to Phase I of the movie studio project. The initial capital investment of $40.3 million serves as the basis of the initial construction economic impact. Impact DataSource uses the RIMS II economic impact model to estimate the employment, earnings, and output associated with this spending.

Table 2. Phase I Development Details

				PHASE I Capital Investment		
	Qty	SF Per	SF Total	2022	2023	Total
Sound Stages*	6	19,200	115,200	$4,608,000	$16,128,000	$20,736,000
Warehouse*	1	100,000	100,000	$2,500,000	$8,750,000	$11,250,000
Offices*	6	10,800	64,800	$1,296,000	$4,536,000	$5,832,000
Entry Gate	1	1,000	1,000	$20,000	$70,000	$90,000
Accommodations	12	479	5,750	$240,000	$840,000	$1,080,000
Flex Pad	1	40,000	40,000	$50,000	$175,000	$225,000
Club House	1	10,000	10,000	$250,000	$875,000	$1,125,000
Total			336,750	$8,964,000	$31,374,000	$40,338,000

* Investment eligible for Media Production Development Zone Program sales tax exemption.

After the initial development of Phase I, the studio will facilitate on-going economic impacts through media production activities taking place on site. Although the specific projects that may utilize the studio facilities are not known at this time, this study estimates the impact of on-going production activities based on a hypothetical in-state production budget of $10.6 million. The hypothetical amount of $10.6 million of in-state expenditures is consistent with the average television project receiving a grant from the Texas Moving Image Industry Incentive Program (TMIIIP) from 2017 through 2020. The breakdown of the hypothetical television production budget is based on similar media projects analyzed by Impact DataSource.

Table 3. Hypothetical Television Production Spending

	In-State Spending	Percentage*
Crew	$3,894,218	36.64%
Talent	$1,310,472	12.33%
Studio/Office Rental	$553,736	5.21%
Lodging	$470,835	4.43%
Food	$222,132	2.09%
Vehicle Rentals	$139,231	1.31%
Rolling Equipment	$416,630	3.92%
Equipment Rentals	$733,354	6.90%
Construction	$280,588	2.64%
Set Dressing	$144,545	1.36%
Wardrobe	$62,707	0.59%
Special FX	$121,163	1.14%
Miscellaneous	$2,278,713	21.44%
Total	$10,628,325	100.00%

* Distribution of spending is based on similar media production projects.

It is assumed that the Phase I facilities could support a total of 6 of these hypothetical television projects per year. The table below illustrates the spending associated with 6 television projects.

Table 4. Annual Television Production Spending

	In-State Spending	Percentage*
Crew	$23,365,309	36.64%
Talent	$7,862,835	12.33%
Studio/Office Rental	$3,322,414	5.21%
Lodging	$2,825,009	4.43%
Food	$1,332,792	2.09%
Vehicle Rentals	$835,386	1.31%
Rolling Equipment	$2,499,782	3.92%
Equipment Rentals	$4,400,126	6.90%
Construction	$1,683,527	2.64%
Set Dressing	$867,271	1.36%
Wardrobe	$376,243	0.59%
Special FX	$726,977	1.14%
Miscellaneous	$13,672,277	21.44%
Total	$63,769,949	100.00%

The economic impact of on-going operations facilitated by the movie studio will be based on the expenditures detailed above.

Economic & Fiscal Impact

The economic impact of the Project was measured in employment, household earnings (or compensation to employees), economic output and value added. The total economic impact of the Project extends beyond the initial spending and workers employed. The direct economic activity ripples through the local and state economies supporting additional economic impacts in the form of indirect and induced jobs, household earnings, and economic output. The economic impact estimates are based on the Regional Input-Output Modeling System (RIMS II), a widely used regional input-output model developed by the U.S. Department of Commerce, Bureau of Economic Analysis.

This section of the report focuses on the statewide economic impacts. Local Bastrop County impacts are addressed in a later section.

Construction/Development

Economic Impact of Construction/Development

The Phase I capital investment will be made over 2 years and a total of $40.3 million will be spent to construct sound stages, warehouse space, offices, and other supporting structures on the site. This activity is expected to support 747 "job years" of employment and $39.9 million in household earnings for these workers. A "job year" is defined as full employment for one person for 2080 hours in a 12-month span. Additionally, the activity will support $105.5 million in total spending or economic output, and contribute $58.0 million in value added or gross area product.

Table 5. Economic Impact of Construction/Development Statewide in Texas

		Statewide In Texas
Economic Output:		
Direct		$40,338,000
Indirect & Induced		$65,153,938
	Total Economic Output	$105,491,938
Value Added:		
	Total Value Added	$57,973,774
Employment:		
Direct		329.1
Indirect & Induced		418.3
	Total Employment	747.4
Household Earnings:		
Direct		$21,165,158
Indirect & Induced		$18,773,495
	Total Household Earnings	$39,938,654

Fiscal Impact During Construction/Development

The initial capital investment in the studio and the secondary economic impact impacts it supports through indirect and induced impacts will generate revenues for the State of Texas. The table below summarizes the revenues or benefits for the State of Texas during F396. After deducting the potential MPDZ sales tax exemption valued at $1.12 million, the state will receive $1.43 million in total benefits (tax revenues).

Therefore, the construction/development activity will generate $1.28 for every dollar in sales tax exemption.

Table 6. Revenues for the State of Texas During Construction/Development

	Amount
Sales Taxes, before exemption	$1,822,344
Sales Tax Exemption on MPDZ Eligible Materials	($1,123,442)
Hotel Occupancy Taxes	$0
Franchise Taxes	$79,119
Other Taxes & Revenues from Workers	$656,502
Total Benefits	$1,434,523
Present Value (5% discount rate)	*$1,315,461*

On-Going Production Activity

Economic Impact of On-Going Production Activity

The on-going economic impact is estimated based on the anticipated expenditures associated with production activities taking place at the studio facilities. The economic impact results were estimated using industry-specific multipliers for each expenditure category. Detailed calculations and results are shown in Appendix B. In total, the production activities are anticipated to have an annual economic impact of $177.8 million per year, support 1,443 permanent jobs and $64.3 million in household earnings paid to workers. This economic activity has the potential to contribute $66.4 million to the gross state product in Texas.

Table 7. Annual Economic Impact of On-Going Production Activity Statewide in Texas

		Statewide In Texas
Economic Output:		
Direct		$63,769,949
Indirect & Induced		$114,029,398
	Total Economic Output	$177,799,348
Value Added:		
	Total Value Added	$66,430,641
Employment:		
Direct		694.0
Indirect & Induced		748.6
	Total Employment	1,442.6
Household Earnings:		
Direct		$31,228,144
Indirect & Induced		$33,081,991
	Total Household Earnings	$64,310,135

Fiscal Impact of On-Going Production Activity Over the First 10 Years

The on-going production activity will also generate revenues for the State of Texas. The table below summarizes the tax revenue generated over the first 10-years of Phase I studio operations.

Table 8. Revenues for the State of Texas Over the First 10 Years from Production Activity

	Amount
Sales Taxes, before exemption	$29,075,302
Sales Tax Exemption on MPDZ Eligible Materials	$0
Hotel Occupancy Taxes	$1,855,983
Franchise Taxes	$1,460,140
Other Taxes & Revenues from Workers	$15,059,384
Total Benefits	$47,450,810
Present Value (5% discount rate)	*$32,929,557*

More details about the fiscal impact estimates are provided below.

The Project is expected to generate fiscal benefits for Texas. The fiscal benefit in this report includes estimates of (1) Sales Taxes, (2) Hotel Occupancy Taxes, (3) Franchise Taxes, and (4) Other Taxes and Revenues from Workers. These revenues account for a majority of the state's general fund revenue and are the main sources of benefit for the state from this Project.

Sales taxes were calculated based on the state's portion of the sales tax rate and the estimated taxable sales supported by the Project during construction and operations. Taxable sales supported by the Project include taxable purchases/sales occurring during the initial capital expenditure as well as taxable spending during production activity and taxable spending by direct, indirect, and induced workers. Importantly, this study calculates the potential sales tax exemption associated with an MPDZ designation which has the potential to exempt taxes on construction materials for sound stages, warehouses and offices at the studio.

Hotel occupancy taxes were calculated on the lodging spending during on-going production activities that are anticipated to require significant lodging or accommodation spending.

Texas franchise tax is a tax on "taxable margin," which is a concept similar to taxable income. Generally, an entity's taxable margin is its revenue less either its cost of goods sold or its compensation expense, but not both. If 70% of the entity's revenue is less than either of these calculations, then 70% of revenue is the taxable margin. Taxable margin must then be apportioned to business done in Texas, measured by the ratio of gross receipts from business done in Texas to gross receipts from business done everywhere. The tax rate is then applied to the apportioned margin. A rate of 0.375% is used for taxable entities primarily engaged in retail or wholesale trade, and a 0.75% rate is used for all other entities.

This study assumes the direct, indirect, and induced economic output represents revenues and that the taxable margins of these businesses is equal to 10% of the revenues. The franchise tax rate of 0.75% is applied to these estimated taxable margins

Other taxes and revenues -- in addition to taxes listed above -- will be collected for the State's general fund. The estimated annual collections from each worker of these other taxes are the following:

Other Revenues for the State from Each Worker:	
Gasoline taxes	$38
Motor vehicle sales and use taxes	$313
Cigarette and tobacco taxes	$161
Alcohol beverage taxes	$129
Net lottery proceeds	$218

See Appendix A for more details.

The statewide impact on population from this project is expected to be negligible and therefore no additional government costs are estimated for Texas.

Local Economic Impact

The impact felt inside the local economy will be a subset of the statewide economic impact for both the initial capital investment impact as well as the on-going operations impact. This section illustrates the economic impact for the local Bastrop County economy.

Local Economic Impact of Construction/Development

The Phase I capital investment impact within Bastrop County will be a subset of the previously presented statewide Texas impact. Within Bastrop County, the Phase I capital investment is expected to support 320 "job years" of employment and $20.4 million in household earnings for these workers. Additionally, the activity will support $55.8 million in total spending or economic output, and contribute $31.0 million in value added or gross area product.

Table 9. Economic Impact of Initial Capital Investment in Bastrop County

		Bastrop County
Economic Output:		
Direct		$40,338,000
Indirect & Induced		$15,449,454
	Total Economic Output	$55,787,454
Value Added:		
	Total Value Added	$30,987,652
Employment:		
Direct		233.9
Indirect & Induced		86.5
	Total Employment	320.4
Household Earnings:		
Direct		$16,610,539
Indirect & Induced		$3,744,016
	Total Household Earnings	$20,354,555

Local Economic Impact of On-Going Production Activity

The on-going economic impact is estimated based on the anticipated expenditures associated with production activities taking place at the studio facilities. The economic impact results were estimated using industry-specific multipliers for each expenditure category. Detailed calculations and results are shown in Appendix B. In total and at the local level, the production activities are anticipated to have an annual economic impact of $105.3 million per year, support 993 permanent jobs and $43.0 million in household earnings paid to workers. This economic activity has the potential to contribute $28.7 million to the gross area product.

Table 10. Annual Economic Impact of On-Going Production Activity in Bastrop County

		Bastrop County
Economic Output:		
Direct		$56,933,811
Indirect & Induced		$48,403,700
	Total Economic Output	$105,337,511
Value Added:		
	Total Value Added	$28,687,036
Employment:		
Direct		694.0
Indirect & Induced		298.8
	Total Employment	992.7
Household Earnings:		
Direct		$31,228,144
Indirect & Induced		$11,785,238
	Total Household Earnings	$43,013,382

The Project's Taxable Property

The studio's development will result in the addition of taxable property at the site. The taxable value of the property associated with Phase I is shown below. The analysis assumes the market value of the property is equal to 50% of the cost of buildings and other real property improvements.

Table 11. Value of Taxable Property Supported by the Project Over the Next 12 Years

Year	Land	Buildings & Other Real Prop. Improvements	Furniture, Fixtures, & Equipment	Inventories	Total
1	$0	$4,482,000	$0	$0	$4,482,000
2	$0	$20,258,640	$0	$0	$20,258,640
3	$0	$20,663,813	$0	$0	$20,663,813
4	$0	$21,077,089	$0	$0	$21,077,089
5	$0	$21,498,631	$0	$0	$21,498,631
6	$0	$21,928,603	$0	$0	$21,928,603
7	$0	$22,367,176	$0	$0	$22,367,176
8	$0	$22,814,519	$0	$0	$22,814,519
9	$0	$23,270,809	$0	$0	$23,270,809
10	$0	$23,736,226	$0	$0	$23,736,226
11	$0	$24,210,950	$0	$0	$24,210,950
12	$0	$24,695,169	$0	$0	$24,695,169

Population Impacts and Residential Property

The studio operations will create a significant number of jobs in the local economy. This analysis assumes a small portion of the new jobs will be filled by new worker households moving to Bastrop County. Due to the project's proximity to the City of Bastrop, it is expected that many of the new households may choose to locate in the City of Bastrop.

A subset of those workers relocating to the area may build new residential properties. Additionally, the relocating workers may have spouses or school-aged children. A summary of the overall population impact over the 12-year period is shown below.

Table 12. Population Impacts Over the First 10 Years

	Direct	Indirect & Induced	Total
Number of direct, indirect, and induced workers who will move to the City	31.2	13.4	44.6
Number of new residents in the City	81.1	34.9	116.0
Number of new residential properties to be built in the City	4.7	2.0	6.7
Number of new students expected to attend local school district	15.6	6.7	22.3

The taxable value of new residential property will phase in according to the employment impacts associated with the project. The table below shows the market value of residential property constructed over the next 12 years.

Table 13. Value of New Residential Taxable Property Over the Next 12 Years

Year	Market Value
1	$0
2	$0
3	$996,807
4	$1,016,743
5	$1,037,078
6	$1,057,820
7	$1,078,976
8	$1,100,556
9	$1,122,567
10	$1,145,018
11	$1,167,919
12	$1,191,277

This analysis assumes residential real property will appreciation at a rate of 2.0% per year.

Local Fiscal Impact

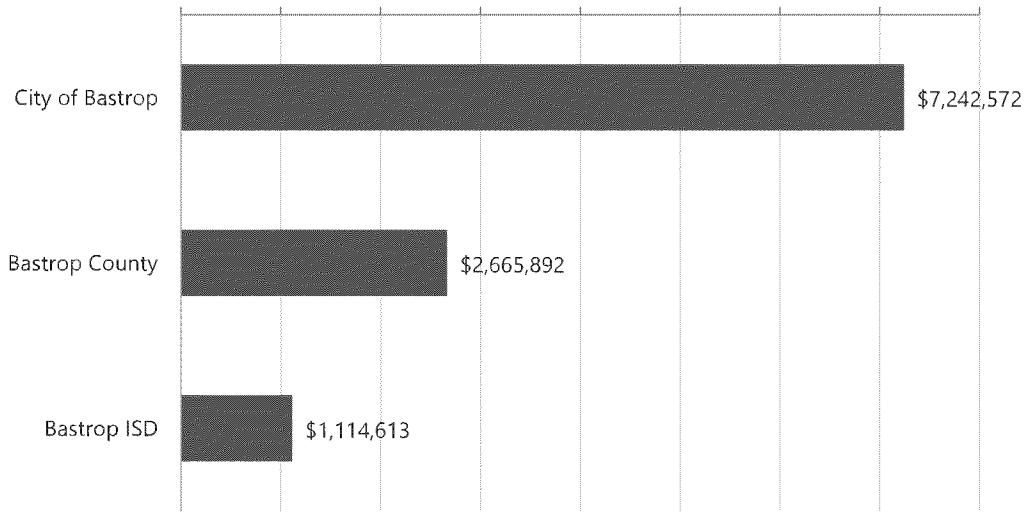
The Project will generate additional benefits and costs for local taxing districts, a summary of which is provided below. The source of specific benefits and costs are provided in greater detail for each taxing district on subsequent pages. Overall, the City will receive approximately $7.2 million in net benefits over the 12-year period and the Project will generate $11.0 million in total for all local taxing districts.

Table 14. Fiscal Net Benefits Over the Next 12 Years for Local Taxing Districts

	Benefits	Costs	Net Benefits	Present Value of Net Benefits*
City of Bastrop	$12,237,222	($4,994,649)	$7,242,572	$5,161,445
Bastrop County	$3,940,907	($1,275,015)	$2,665,892	$1,884,958
Bastrop ISD	$4,649,882	($3,535,269)	$1,114,613	$796,373
Total	$20,828,011	($9,804,933)	$11,023,078	$7,842,776

** The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 5% to make the dollars comparable.*

Figure 1. Net Benefits Over the Next 12 Years for Local Taxing Districts



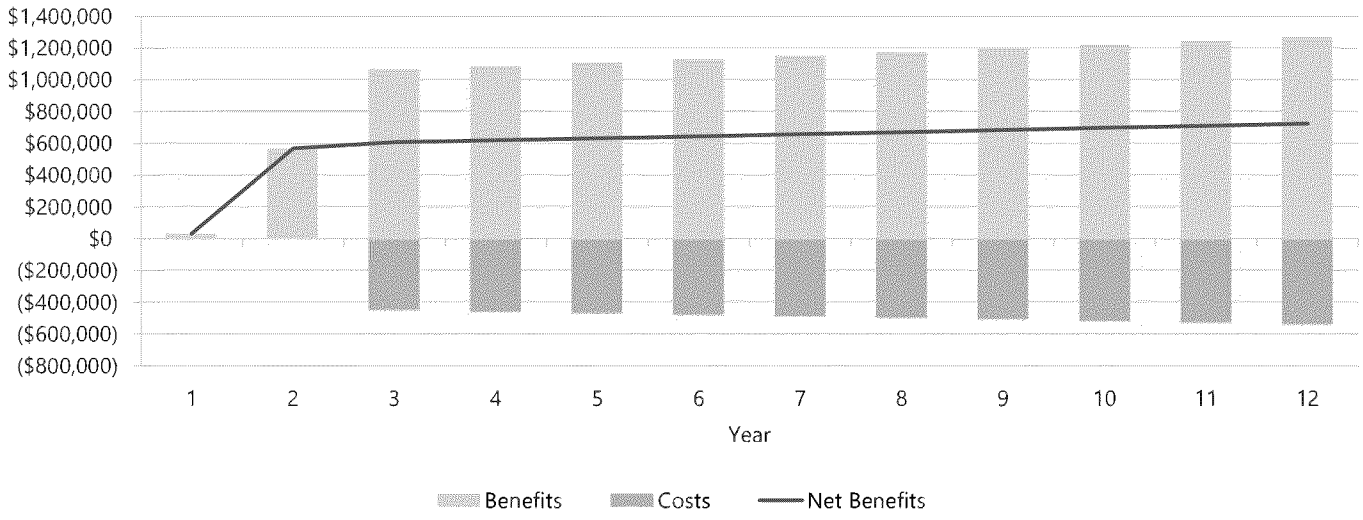
City of Bastrop

The table below displays the estimated additional benefits, costs, and net benefits to be received by the city over the next 12 years of the Project. Appendix C contains the year-by-year calculations.

Table 15. City of Bastrop: Benefits, Costs, and Net Benefits Over the Next 12 Years

	Amount
Sales Taxes	$3,805,405
Sales Tax Exemption on MPDZ Eligible Materials	($121,332)
Real Property Taxes	$1,454,315
FF&E Property Taxes	$0
Inventory Property Taxes	$0
New Residential Property Taxes	$63,240
Utility Revenue	$3,632,787
Utility Franchise Fees	$267,878
Building Permits and Fees	$150,000
Tap and Impact Fees	$280,000
Hotel Occupancy Taxes	$1,623,986
Miscellaneous Taxes & User Fees	$1,080,943
Subtotal Benefits	$12,237,222
Cost of Providing Municipal Services	($1,459,947)
Cost of Providing Utility Services	($3,534,702)
Subtotal Costs	($4,994,649)
Net Benefits	$7,242,572
Present Value (5% discount rate)	*$5,161,445*

Figure 2. Annual Fiscal Net Benefits for the City of Bastrop



The city will receive benefits from the activity, spending, and investments associated with (1) the Project and (2) the workers. These benefits, associated costs, and resulting net benefits for the next 12 years are shown below for these two categories.

Table 16: Net Benefits to the City from the Project and Workers

	The Project	Workers	Total
Sales Taxes	$3,785,562	$19,842	$3,805,405
Sales Tax Exemption on MPDZ Eligible Materials	($121,332)	$0	($121,332)
Real Property Taxes	$1,454,315	$0	$1,454,315
FF&E Property Taxes	$0	$0	$0
Inventory Property Taxes	$0	$0	$0
New Residential Property Taxes	$0	$63,240	$63,240
Utility Revenue	$3,106,917	$525,870	$3,632,787
Utility Franchise Fees	$229,264	$38,615	$267,878
Building Permits and Fees	$150,000	$0	$150,000
Tap and Impact Fees	$280,000	$0	$280,000
Hotel Occupancy Taxes	$1,623,986	$0	$1,623,986
Miscellaneous Taxes & User Fees	$924,960	$155,983	$1,080,943
Subtotal Benefits	$11,433,671	$803,550	$12,237,222
Cost of Providing Municipal Services	($1,249,091)	($210,856)	($1,459,947)
Cost of Providing Utility Services	($3,023,030)	($511,672)	($3,534,702)
Subtotal Costs	($4,272,121)	($722,528)	($4,994,649)
Net Benefits	$7,161,550	$81,022	$7,242,572
Percent of Total Net Benefits	*98.9%*	*1.1%*	

Bastrop County

The table below displays the estimated additional benefits, costs, and net benefits to be received by the County over the next 12 years of the Project. Appendix C contains the year-by-year calculations.

Table 17. Bastrop County: Benefits, Costs, and Net Benefits Over the Next 12 Years

	Amount
Sale Taxes	$1,268,468
Sales Tax Exemption on MPDZ Eligible Materials	($40,444)
Real Property Taxes	$1,405,369
FF&E Property Taxes	$0
Inventory Property Taxes	$0
New Residential Property Taxes	$122,223
Miscellaneous Taxes & User Fees	$1,185,290
Subtotal Benefits	$3,940,907
Cost of Providing County Services	($1,275,015)
Subtotal Costs	($1,275,015)
Net Benefits	$2,665,892
Present Value (5% discount rate)	*$1,884,958*

Bastrop ISD

The table below displays the estimated additional benefits, costs, and net benefits to be received by the school district over the next 12 years of the Project. Appendix C contains the year-by-year calculations.

Table 18. Bastrop ISD: Benefits, Costs, and Net Benefits Over the Next 12 Years

	Amount
Real Property Taxes	$3,315,758
FF&E Property Taxes	$0
Inventory Property Taxes	$0
New Residential Property Taxes	$144,184
Additional State and Federal Funding	$1,189,940
Subtotal Benefits	$4,649,882
Cost of Educating New Students	($1,127,191)
Reduction in State School Funding*	($2,408,078)
Subtotal Costs	($3,535,269)
Net Benefits	$1,114,613
Present Value (5% discount rate)	*$796,373*

* Reduction in state school funding as a result of property being added to local tax rolls, see Methodology.

5775
6063.75

Overview of Methodology

This report presents the results of an analysis undertaken by Impact DataSource, an Austin, TX based economic consulting firm. The analysis relies on prospective estimates of business activity that may not be realized. Impact DataSource and the Client made reasonable efforts to ensure that the project-specific data reflects realistic estimates of future activity.

The Total Impact model combines project-specific attributes with community data, tax rates, and assumptions to estimate the economic impact of the Project and the fiscal impact for local taxing districts over a 12-year period.

The economic impact as calculated in this report can be categorized into two main types of impacts. First, the direct economic impacts are the jobs and payroll directly created by the Project. Second, this economic impact analysis calculates the indirect and induced impacts that result from the Project. Indirect jobs and salaries are created in new or existing area firms, such as maintenance companies and service firms, that may supply goods and services for the Project. In addition, induced jobs and salaries are created in new or existing local businesses, such as retail stores, gas stations, banks, restaurants, and service companies that may supply goods and services to new workers and their families.

The economic impact estimates in this report are based on the Regional Input-Output Modeling System (RIMS II), a widely used regional input-output model developed by the U. S. Department of Commerce, Bureau of Economic Analysis. The RIMS II model is a standard tool used to estimate regional economic impacts. The economic impacts estimated using the RIMS II model are generally recognized as reasonable and plausible assuming the data input into the model is accurate or based on reasonable assumptions. Impact DataSource utilizes county-level multipliers to estimate the impact occurring at the sub-county level.

Two types of regional economic multipliers were used in this analysis: an employment multiplier and an earnings multiplier. An employment multiplier was used to estimate the number of indirect and induced jobs created or supported in the area. An earnings multiplier was used to estimate the amount of salaries to be paid to workers in these new indirect and induced jobs. The employment multiplier shows the estimated number of total jobs created for each direct job. The earnings multiplier shows the estimated amount of total salaries paid to these workers for every dollar paid to a direct worker. The multipliers used in this analysis are listed below:

None		City	County
Employment Multiplier	(Type II Direct Effect)	1.0000	1.0000
Earnings Multiplier	(Type II Direct Effect)	1.0000	1.0000

The fiscal impacts calculated in this report are detailed in Appendix C. Most of the revenues estimated in this study result from calculations relying on (1) attributes of the Project, (2) assumptions to derive the value of associated taxable property or sales, and (3) local tax rates. In some cases, revenues are estimated on a per new household, per new worker, or per new school student basis.

The company or Project developer was not asked, nor could reasonably provide data for calculating some other revenues. For example, while the city will likely receive revenues from fines paid on speeding tickets given to new workers, the company does not know the propensity of its workers to speed. Therefore, some revenues are calculated using an average revenue approach. This approach uses relies on two assumptions:

1. The taxing entity has two general revenue sources: revenues from residents and revenues from businesses.
2. The taxing entity will collect (a) about the same amount of miscellaneous taxes and user fees from each new household that results from the Project as it currently collects from existing households on average, and (b) the same amount of miscellaneous taxes and user fees from the new business (on a per worker basis) will be collected as it collects from existing businesses.

In the case of the school district, some additional state and federal revenues are estimated on a per new school student basis consistent with historical funding levels.

Additionally, this analysis sought to estimate the additional expenditures faced by the city and county to provide services to new households and new businesses. A marginal cost approach was used to calculate these additional costs. This approach relies on two assumptions:

1. The taxing entity spends money on services for two general groups: revenues from residents and revenues from businesses.
2. The taxing entity will spend slightly less than its current average cost to provide local government services (police, fire, EMS, etc.) to (a) new residents and (b) businesses on a per worker basis.

In the case of the school district, the marginal cost to educate new students was estimated based on a portion of the school's current expenditures per student and applied to the headcount of new school students resulting from the Project.

Additionally, this analysis seeks to calculate the impact on the school district's finances from the Project by generally, and at a summary level, mimicking the district's school funding formula.

According to the Texas Education Agency, any property added to local tax rolls, and the local taxes that this generates, reduces the amount of state funding equivalent to local taxes collected for maintenance and operations. The school district retains local taxes received for debt services and the corresponding state funding is not reduced.

However, according to the Texas Education Agency, the school district will receive state aid for each new child that moves to the District. The additional revenues for the school district are calculated in this analysis.

About Impact DataSource

Impact DataSource is an Austin economic consulting, research, and analysis firm founded in 1993. The firm has conducted over 2,500 economic impact analyses of firms, projects, and activities in most industry groups in Texas and more than 30 other states.

In addition, Impact DataSource has prepared and customized more than 50 economic impact models for its clients to perform their own analyses of economic development projects. These clients include the New Mexico Economic Development Department and the Tennessee Department of Economic and Community Development.

The New Mexico Department of Economic Development uses Impact DataSource's computer model to project the economic impact of new or expanding firms in the state, including costs and benefits for the State of New Mexico, as well as each local taxing district. The model also analyzes the amount of eligible state and local incentives and calculates a rate of return and payback period for these incentives.

Appendix A

Data and Rates

Local Tax Rates

Sales tax rates

City of Bastrop	1.500%
Bastrop County	0.500%
State of Texas	6.250%

Property tax rates, per $100 of valuation

City of Bastrop			0.5794
Bastrop County			0.5599
Bastrop ISD			1.3210
	M&O Rate	*0.9194*	
	I&S Rate	*0.4016*	

Hotel occupancy tax rates

City of Bastrop	7.00%
State of Texas	6.00%

City Data

Estimated additional annual miscellaneous taxes and user fees to be collected

Residential, per household	$307
Businesses, per worker	$117

Estimated utility franchise fees to be collected

Residential, per household	$76
Businesses, per worker	$29

Estimated city-owned utility revenue to be collected

Residential, per household	$1,035
Businesses, per worker	$393

Estimated additional annual operating expenditures to be incurred

Residential, per household	$415
Businesses, per worker	$158

The City's cost of providing city-owned utility service, as a percent of utility billings 97.3%

Rate of expected annual increase in

City-owned Utility bills	2.0%
City Miscellaneous Taxes and User Fees	2.0%
Cost of City Services	2.0%

Percent of new workers who will move to the City to take a job

Project's workers	4.5%
Spin-off workers	4.5%

Percent of workers who move to the area that will buy a new home or require that new residential property be built for them	15.0%
Average taxable value of a new single family residence constructed in the area	$143,000
Percent of taxable shopping by a typical new worker that will be in the City	25.0%

County Data

Estimated additional annual miscellaneous taxes and user fees to be collected

Residential, per household	$341
Businesses, per worker	$106

Estimated additional annual operating expenditures to be incurred

Residential, per household	$367
Businesses, per worker	$114

Rate of expected annual increase in

County Miscellaneous Taxes and User Fees	2.0%
Cost of County Services	2.0%

Percent of new workers who will move to the County to take a job

Project's workers	9.0%
Spin-off workers	9.0%

School District Data

Annual state aid and federal and other funding per child received by the district	$4,684
The school district's estimated annual marginal cost to educate new each new student	$4,437

Rate of expected annual increase in

State and Federal Aid	2.0%
Cost of educating students	2.0%

State of Texas Data

Texas business franchise tax:

Texas franchise tax is a tax on "taxable margin," which is a concept similar to taxable income. Generally, an entity's taxable margin is its revenue less either its cost of goods sold or its compensation expense, but not both. If 70% of the entity's revenue is less than either of these calculations,

then 70% of revenue is the taxable margin. Taxable margin must then be apportioned to business done in Texas, measured by the ratio of gross receipts from business done in Texas to gross receipts from business done everywhere. The tax rate is then applied to the apportioned margin. A rate of .375% is used for taxable entities primarily engaged in retail or wholesale trade, and a .75% rate is used for all other entities.

Sales and use tax rate	6.25%
Hotel occupancy tax rate	6.00%
Gasoline tax, per gallon	$0.20
Percent of gasoline taxes going into state general revenues	25.00%
Motor vehicle sales and use tax	6.25%
Percent of total salaries that a typical worker spends on taxable goods and services	25.00%

Estimated other taxes collected annually by the state for the general revenue fund for each worker household:

	Total Collections in 2017	Number of Households in the State (Estimated 2017)	Amount of Annual Collections Per Worker Household
Cigarette and tobacco taxes	$1,522,827,788	9,430,419	$161
Alcoholic beverage taxes	$1,217,710,832	9,430,419	$129
Net lottery proceeds	$2,053,243,707	9,430,419	$218
Total			$508

Some assumptions used in this analysis:

Annual state gasoline tax collections per worker:

Miles driven per year by a typical worker	15,000
Miles per gallon	20
Number of gallons of gasoline purchased each year by a typical worker	750
Gasoline tax, per gallon	$0.20
Gasoline taxes paid each year by a typical worker	$150
Percent of gasoline taxes going into the general fund	25.0%
Gasoline taxes paid each year by a typical worker going to the general fund	$37.50

Annual motor vehicle sales and use tax collections per worker:

Number of new or used automobiles purchased per 10 workers each year	2
Average value of new or used automobiles purchased by a typical worker who purchases an automobile	$25,000
Motor vehicle sales and use tax	6.25%
Annual motor vehicle sales and use taxes paid by a typical worker	$312.50

Estimated other taxes collected annually by the state for the general revenue fund for each worker household:

Summary of annual state taxes, other than sales taxes, collected from each worker:

Gasoline taxes	$37.50
Motor vehicle sales and use taxes	$312.50
Cigarette and tobacco taxes	$161.48
Alcoholic beverage taxes	$129.13
Net lottery proceeds	$217.73
Total	$858.33

Estimated annual increase in the above taxes per worker over each of the next ten years 3.0%

Other Rates and Assumptions

Amount of building and improvements costs added to local tax rolls 50.0%

Percentages for computing depreciable or taxable values of the Project's furniture, fixtures, and equipment

Year	Percent of Market Value of FF&E Subject to Property Taxes
1	100%
2	90%
3	80%
4	70%
5	60%
6	50%
7	40%
8	30%
9	20%
10	20%

Percent annual increase in the taxable value of real property

Commercial/Industrial	2.0%
Residential	2.0%

Household size of a typical new worker moving to the area 2.60

Number of school children in a typical worker's household 0.50

Percent of the gross salaries that workers will spend on taxable goods and services

New Workers	25.0%
Temporary Construction Workers	25.0%

Discount rate for calculating the present value of costs and benefits 5.0%

Expected average annual inflation rate 3.0%

Project Investments

The Project's capital investment each year

Year	Land	MPDZ Eligible Buildings and Other Real Property Improvements	MPDZ Ineligible Buildings and Other Real Property Improvements	MPDZ Eligible Furniture, Fixtures, and Equipment	MPDZ Ineligible Furniture, Fixtures, and Equipment	Total
1	$0	$8,404,000	$560,000	$0	$0	$8,964,000
2	$0	$29,414,000	$1,960,000	$0	$0	$31,374,000
3	$0	$0	$0	$0	$0	$0
4	$0	$0	$0	$0	$0	$0
5	$0	$0	$0	$0	$0	$0
6	$0	$0	$0	$0	$0	$0
7	$0	$0	$0	$0	$0	$0
8	$0	$0	$0	$0	$0	$0
9	$0	$0	$0	$0	$0	$0
10	$0	$0	$0	$0	$0	$0
11	$0	$0	$0	$0	$0	$0
12	$0	$0	$0	$0	$0	$0
13	$0	$0	$0	$0	$0	$0
14	$0	$0	$0	$0	$0	$0
15	$0	$0	$0	$0	$0	$0
16	$0	$0	$0	$0	$0	$0
17	$0	$0	$0	$0	$0	$0
18	$0	$0	$0	$0	$0	$0
19	$0	$0	$0	$0	$0	$0
20	$0	$0	$0	$0	$0	$0
Total	$0	$37,818,000	$2,520,000	$0	$0	$40,338,000

* Investment eligible for Media Production Development Zone Program sales tax exemption.

Percent of building and improvement costs for materials and labor

Materials	47.5%
Labor	52.5%

Percent of construction materials that will be purchased in the City and subject to sales taxes	45.0%
Percent of taxable spending by construction workers in the City and subject to sales taxes	25.0%
Percent of furniture, fixtures, and equipment to be purchased in the City and subject to sales taxes	25.0%

Building permits and fees and tap and impact fees to be paid to the City during construction, if applicable

Year	Total City Building Permits and Fees	Tap & Impact Fees
1	$0	$0
2	$150,000	$280,000
3	$0	$0
4	$0	$0
5	$0	$0
6	$0	$0
7	$0	$0
8	$0	$0
9	$0	$0
10	$0	$0
11	$0	$0
12	$0	$0
13	$0	$0
14	$0	$0
15	$0	$0
16	$0	$0
17	$0	$0
18	$0	$0
19	$0	$0
20	$0	$0

The Project's taxable inventories

Year	Total Taxable Inventories
1	$0
2	$0
3	$0
4	$0
5	$0
6	$0
7	$0
8	$0
9	$0
10	$0
11	$0
12	$0
13	$0
14	$0
15	$0
16	$0
17	$0
18	$0
19	$0
20	$0

Estimated spending for construction

Year	Spending on Construction
1	$8,964,000
2	$31,374,000
3	$0
4	$0
5	$0
6	$0
7	$0
8	$0
9	$0
10	$0
11	$0
12	$0
13	$0
14	$0
15	$0
16	$0
17	$0
18	$0
19	$0
20	$0

Appendix B

Economic Impact Calculations

On-going Production Activity - Production Spending STATE OF TEXAS

	In-State Spending	RIMS II Industry
Crew	$23,365,309	H00000 Households
Talent	$7,862,835	H00000 Households
Studio/Office Rental	$3,322,414	531000 Real estate
Lodging	$2,825,009	721000 Accommodation
Food	$1,332,792	722A00 All other food and drinking places
Vehicle Rentals	$835,386	532100 Automotive equipment rental and leasing
Rolling Equipment	$2,499,782	532400 Commercial and industrial machinery and equipment rental and leasing
Equipment Rentals	$4,400,126	532400 Commercial and industrial machinery and equipment rental and leasing
Construction	$1,683,527	2332 Nonresidential structures
Set Dressing	$867,271	532A00 General and consumer goods rental
Wardrobe	$376,243	532A00 General and consumer goods rental
Special FX	$726,977	512100 Motion picture and video industries
Miscellaneous	$13,672,277	512100 Motion picture and video industries
Total	$63,769,949	

Indirect & Induced Impacts

	Output	Workers' Earnings	Employment	Value Added
Crew	$35,475,549	$10,617,197	236.5	$20,482,030
Talent	$11,938,142	$3,572,872	79.6	$6,892,561
Studio/Office Rental	$5,861,736	$1,257,202	33.2	$3,932,410
Lodging	$6,043,259	$1,793,033	45.3	$3,544,256
Food	$3,181,108	$1,182,320	35.0	$1,896,296
Vehicle Rentals	$1,873,855	$512,844	9.9	$1,041,476
Rolling Equipment	$5,745,249	$1,606,610	26.3	$3,181,473
Equipment Rentals	$10,112,811	$2,827,961	46.2	$5,600,041
Construction	$4,402,759	$1,666,860	28.3	$2,419,565
Set Dressing	$2,073,993	$678,033	12.6	$1,178,101
Wardrobe	$899,747	$294,147	5.5	$511,088
Special FX	$1,333,931	$357,091	9.6	$795,241
Miscellaneous	$25,087,261	$6,715,823	180.7	$14,956,104
Total Indirect & Induced	$114,029,398	$33,081,991	748.6	$66,430,641

Annual Economic Impact of On-going Production Activity

		Statewide In Texas
Economic Output:		
Direct		$63,769,949
Indirect & Induced		$114,029,398
	Total Economic Output	$177,799,348
Value Added:		
	Total Value Added	$66,430,641
Employment:		
Direct		694.0
Indirect & Induced		748.6
	Total Employment	1,442.6
Household Earnings:		
Direct		$31,228,144
Indirect & Induced		$33,081,991
	Total Household Earnings	$64,310,135

Number of jobs added and worker salaries to be paid each year in the State

Year	Direct Jobs	Indirect Jobs	Total Jobs	Direct Salaries	Indirect Salaries	Total Salaries
1	0.0	0.0	0.0	$0	$0	$0
2	0.0	0.0	0.0	$0	$0	$0
3	694.0	748.6	1,442.6	$31,228,144	$33,081,991	$64,310,135
4	0.0	0.0	0.0	$31,852,707	$33,743,631	$65,596,338
5	0.0	0.0	0.0	$32,489,761	$34,418,503	$66,908,264
6	0.0	0.0	0.0	$33,139,556	$35,106,873	$68,246,429
7	0.0	0.0	0.0	$33,802,347	$35,809,010	$69,611,357
8	0.0	0.0	0.0	$34,478,394	$36,525,190	$71,003,584
9	0.0	0.0	0.0	$35,167,962	$37,255,694	$72,423,656
10	0.0	0.0	0.0	$35,871,322	$38,000,809	$73,872,131
11	0.0	0.0	0.0	$36,588,748	$38,760,825	$75,349,573
12	0.0	0.0	0.0	$37,320,523	$39,536,041	$76,856,564
13	0.0	0.0	0.0	$0	$0	$0
14	0.0	0.0	0.0	$0	$0	$0
15	0.0	0.0	0.0	$0	$0	$0
16	0.0	0.0	0.0	$0	$0	$0
17	0.0	0.0	0.0	$0	$0	$0
18	0.0	0.0	0.0	$0	$0	$0
19	0.0	0.0	0.0	$0	$0	$0
20	0.0	0.0	0.0	$0	$0	$0
Total	694.0	748.6	1,442.6	$341,939,464	$362,238,567	$704,178,031

Economic Output & Value Added each year in the State

Year	Direct Economic Output	Indirect Economic Output	Total Economic Output	Total Value Added
1	$0	$0	$0	$0
2	$0	$0	$0	$0
3	$63,769,949	$114,029,398	$177,799,348	$66,430,641
4	$65,045,348	$116,309,986	$181,355,334	$67,759,254
5	$66,346,255	$118,636,186	$184,982,441	$69,114,439
6	$67,673,180	$121,008,910	$188,682,090	$70,496,728
7	$69,026,644	$123,429,088	$192,455,732	$71,906,662
8	$70,407,177	$125,897,670	$196,304,846	$73,344,796
9	$71,815,320	$128,415,623	$200,230,943	$74,811,692
10	$73,251,627	$130,983,936	$204,235,562	$76,307,925
11	$74,716,659	$133,603,614	$208,320,273	$77,834,084
12	$76,210,992	$136,275,687	$212,486,679	$79,390,766
13	$0	$0	$0	$0
14	$0	$0	$0	$0
15	$0	$0	$0	$0
16	$0	$0	$0	$0
17	$0	$0	$0	$0
18	$0	$0	$0	$0
19	$0	$0	$0	$0
20	$0	$0	$0	$0
Total	$698,263,151	$1,248,590,099	$1,946,853,249	$727,396,987

Statewide taxable spending on which sales taxes will be collected

Year	Construction Materials Spending	Construction Workers' Spending	Furniture, Fixtures, and Equipment Spending	Direct and Indirect Workers' Spending	Production Related Taxable Spending	Indirect & Induced Taxable Spending	Total
1	$4,260,631	$2,218,814	$0	$0	$0	$0	$6,479,446
2	$14,912,210	$7,765,849	$0	$0	$0	$0	$22,678,060
3	$0	$0	$0	$16,077,534	$15,005,069	$11,402,940	$42,485,543
4	$0	$0	$0	$16,399,085	$15,305,170	$11,630,999	$43,335,254
5	$0	$0	$0	$16,727,066	$15,611,274	$11,863,619	$44,201,958
6	$0	$0	$0	$17,061,607	$15,923,499	$12,100,891	$45,085,998
7	$0	$0	$0	$17,402,839	$16,241,969	$12,342,909	$45,987,717
8	$0	$0	$0	$17,750,896	$16,566,809	$12,589,767	$46,907,472
9	$0	$0	$0	$18,105,914	$16,898,145	$12,841,562	$47,845,621
10	$0	$0	$0	$18,468,033	$17,236,108	$13,098,394	$48,802,534
11	$0	$0	$0	$18,837,393	$17,580,830	$13,360,361	$49,778,585
12	$0	$0	$0	$19,214,141	$17,932,446	$13,627,569	$50,774,156
13	$0	$0	$0	$0	$0	$0	$0
14	$0	$0	$0	$0	$0	$0	$0
15	$0	$0	$0	$0	$0	$0	$0
16	$0	$0	$0	$0	$0	$0	$0
17	$0	$0	$0	$0	$0	$0	$0
18	$0	$0	$0	$0	$0	$0	$0
19	$0	$0	$0	$0	$0	$0	$0
20	$0	$0	$0	$0	$0	$0	$0
Total	$19,172,842	$9,984,663	$0	$176,044,508	$164,301,319	$124,859,010	$494,362,342

On-going Production Activity - Production Spending BASTROP COUNTY

	Bastrop County Spending	RIMS II Industry	
Crew	$23,365,309	H00000 Households	*100% of In-State Spending*
Talent	$7,862,835	H00000 Households	*100% of In-State Spending*
Studio/Office Rental	$3,322,414	531000 Real estate	*100% of In-State Spending*
Lodging	$2,825,009	721000 Accommodation	*100% of In-State Spending*
Food	$1,332,792	722A00 All other food and drinking places	*100% of In-State Spending*
Vehicle Rentals	$835,386	532100 Automotive equipment rental and leasing	*100% of In-State Spending*
Rolling Equipment	$2,499,782	532400 Commercial and industrial machinery and equi	*100% of In-State Spending*
Equipment Rentals	$4,400,126	532400 Commercial and industrial machinery and equi	*100% of In-State Spending*
Construction	$1,683,527	2332 Nonresidential structures	*100% of In-State Spending*
Set Dressing	$867,271	532A00 General and consumer goods rental	*100% of In-State Spending*
Wardrobe	$376,243	532A00 General and consumer goods rental	*100% of In-State Spending*
Special FX	$726,977	512100 Motion picture and video industries	*100% of In-State Spending*
Miscellaneous	$6,836,139	512100 Motion picture and video industries	*50% of In-State Spending*
Total	$56,933,811		

Indirect & Induced Impacts

	Output	Workers' Earnings	Employment	Value Added
Crew	$11,369,560	$2,946,366	78.7	$6,745,565
Talent	$3,826,055	$991,503	26.5	$2,270,000
Studio/Office Rental	$4,143,383	$631,591	20.9	$2,936,682
Lodging	$3,574,201	$781,115	22.5	$2,123,842
Food	$1,702,109	$551,643	19.5	$1,043,976
Vehicle Rentals	$1,127,604	$247,525	4.8	$620,692
Rolling Equipment	$3,304,212	$742,185	10.1	$1,799,843
Equipment Rentals	$5,816,087	$1,306,398	17.8	$3,168,091
Construction	$2,328,317	$849,508	13.4	$1,293,285
Set Dressing	$1,158,241	$350,464	6.4	$654,616
Wardrobe	$502,472	$152,040	2.8	$283,988
Special FX	$918,100	$214,822	7.2	$552,357
Miscellaneous	$8,633,359	$2,020,079	68.2	$5,194,098
Total Indirect & Induced	$48,403,700	$11,785,238	298.8	$28,687,036

Annual Economic Impact of On-going Production Activity

		Bastrop County
Economic Output:		
Direct		$56,933,811
Indirect & Induced		$48,403,700
	Total Economic Output	$105,337,511
Value Added:		
	Total Value Added	$28,687,036
Employment:		
Direct		694.0
Indirect & Induced		298.8
	Total Employment	992.7
Household Earnings:		
Direct		$31,228,144
Indirect & Induced		$11,785,238
	Total Household Earnings	$43,013,382

Number of jobs added each year and worker salaries to be paid in the County

Year	Direct Jobs	Indirect Jobs	Total Jobs	Direct Salaries	Indirect Salaries	Total Salaries
1	0.0	0.0	0.0	$0	$0	$0
2	0.0	0.0	0.0	$0	$0	$0
3	694.0	298.7	992.7	$31,228,144	$11,785,238	$43,013,382
4	0.0	0.0	0.0	$31,852,707	$12,020,942	$43,873,649
5	0.0	0.0	0.0	$32,489,761	$12,261,361	$44,751,122
6	0.0	0.0	0.0	$33,139,556	$12,506,588	$45,646,144
7	0.0	0.0	0.0	$33,802,347	$12,756,720	$46,559,067
8	0.0	0.0	0.0	$34,478,394	$13,011,854	$47,490,248
9	0.0	0.0	0.0	$35,167,962	$13,272,092	$48,440,054
10	0.0	0.0	0.0	$35,871,322	$13,537,534	$49,408,856
11	0.0	0.0	0.0	$36,588,748	$13,808,284	$50,397,032
12	0.0	0.0	0.0	$37,320,523	$14,084,450	$51,404,973
13	0.0	0.0	0.0	$0	$0	$0
14	0.0	0.0	0.0	$0	$0	$0
15	0.0	0.0	0.0	$0	$0	$0
16	0.0	0.0	0.0	$0	$0	$0
17	0.0	0.0	0.0	$0	$0	$0
18	0.0	0.0	0.0	$0	$0	$0
19	0.0	0.0	0.0	$0	$0	$0
20	0.0	0.0	0.0	$0	$0	$0
Total	694.0	298.7	992.7	$341,939,464	$129,045,063	$470,984,527

Number of direct and indirect workers and their families who will move to the County and their children who will attend local public schools

Year	New Workers Moving to the Area	Total New Residents	Total New Students
1	0.0	0.0	0.0
2	0.0	0.0	0.0
3	89.4	232.4	44.7
4	0.0	0.0	0.0
5	0.0	0.0	0.0
6	0.0	0.0	0.0
7	0.0	0.0	0.0
8	0.0	0.0	0.0
9	0.0	0.0	0.0
10	0.0	0.0	0.0
11	0.0	0.0	0.0
12	0.0	0.0	0.0
13	0.0	0.0	0.0
14	0.0	0.0	0.0
15	0.0	0.0	0.0
16	0.0	0.0	0.0
17	0.0	0.0	0.0
18	0.0	0.0	0.0
19	0.0	0.0	0.0
20	0.0	0.0	0.0
Total	89.4	232.4	44.7

Number of new residential properties that may be built in the County for direct and indirect workers who will move to the County and the taxable value over time

Year	New Residential Properties	Taxable Value of New County Residential Property
1	0.0	$0
2	0.0	$0
3	13.4	$1,993,614
4	0.0	$2,033,487
5	0.0	$2,074,157
6	0.0	$2,115,640
7	0.0	$2,157,952
8	0.0	$2,201,111
9	0.0	$2,245,134
10	0.0	$2,290,036
11	0.0	$2,335,837
12	0.0	$2,382,554
13	0.0	$0
14	0.0	$0
15	0.0	$0
16	0.0	$0
17	0.0	$0
18	0.0	$0
19	0.0	$0
20	0.0	$0
Total	13.4	

Economic Output & Value Added each year in Bastrop County

Year	Direct Economic Output	Indirect Economic Output	Total Economic Output	Total Value Added
1	$0	$0	$0	$0
2	$0	$0	$0	$0
3	$56,933,811	$48,403,700	$105,337,511	$28,687,036
4	$58,072,487	$49,371,774	$107,444,261	$29,260,777
5	$59,233,936	$50,359,210	$109,593,146	$29,845,992
6	$60,418,615	$51,366,394	$111,785,009	$30,442,912
7	$61,626,988	$52,393,722	$114,020,710	$31,051,770
8	$62,859,527	$53,441,596	$116,301,124	$31,672,806
9	$64,116,718	$54,510,428	$118,627,146	$32,306,262
10	$65,399,052	$55,600,637	$120,999,689	$32,952,387
11	$66,707,033	$56,712,650	$123,419,683	$33,611,435
12	$68,041,174	$57,846,903	$125,888,077	$34,283,663
13	$0	$0	$0	$0
14	$0	$0	$0	$0
15	$0	$0	$0	$0
16	$0	$0	$0	$0
17	$0	$0	$0	$0
18	$0	$0	$0	$0
19	$0	$0	$0	$0
20	$0	$0	$0	$0
Total	$623,409,341	$530,007,015	$1,153,416,356	$314,115,040

Number of direct and indirect workers and their families who will move to the City and their children who will attend local public schools

Year	New Workers Moving to the Area	Total New Residents	Total New Students
1	0.0	0.0	0.0
2	0.0	0.0	0.0
3	44.6	116.0	22.3
4	0.0	0.0	0.0
5	0.0	0.0	0.0
6	0.0	0.0	0.0
7	0.0	0.0	0.0
8	0.0	0.0	0.0
9	0.0	0.0	0.0
10	0.0	0.0	0.0
11	0.0	0.0	0.0
12	0.0	0.0	0.0
13	0.0	0.0	0.0
14	0.0	0.0	0.0
15	0.0	0.0	0.0
16	0.0	0.0	0.0
17	0.0	0.0	0.0
18	0.0	0.0	0.0
19	0.0	0.0	0.0
20	0.0	0.0	0.0
Total	44.6	116.0	22.3

Number of new residential properties that may be built in the City for direct and indirect workers who will move to the City and the taxable value over time

Year	New Residential Properties	Taxable Value of New City Residential Property
1	0.0	$0
2	0.0	$0
3	6.7	$996,807
4	0.0	$1,016,743
5	0.0	$1,037,078
6	0.0	$1,057,820
7	0.0	$1,078,976
8	0.0	$1,100,556
9	0.0	$1,122,567
10	0.0	$1,145,018
11	0.0	$1,167,919
12	0.0	$1,191,277
13	0.0	$0
14	0.0	$0
15	0.0	$0
16	0.0	$0
17	0.0	$0
18	0.0	$0
19	0.0	$0
20	0.0	$0
Total	6.7	

Local taxable spending on which sales taxes will be collected

Year	Construction Materials Spending	Construction Workers' Spending	Furniture, Fixtures, and Equipment Spending	Direct and Indirect Workers' Spending	Production Related Taxable Spending	Indirect & Induced Taxable Spending	Total
1	$1,917,284	$293,961	$0	$0	$0	$0	$293,961
2	$6,710,495	$1,028,862	$0	$0	$0	$0	$1,028,862
3	$0	$0	$0	$2,688,336	$8,168,930	$11,402,940	$22,260,207
4	$0	$0	$0	$2,742,103	$8,332,309	$11,630,999	$22,705,411
5	$0	$0	$0	$2,796,945	$8,498,955	$11,863,619	$23,159,519
6	$0	$0	$0	$2,852,884	$8,668,934	$12,100,891	$23,622,709
7	$0	$0	$0	$2,909,942	$8,842,313	$12,342,909	$24,095,164
8	$0	$0	$0	$2,968,141	$9,019,159	$12,589,767	$24,577,067
9	$0	$0	$0	$3,027,503	$9,199,543	$12,841,562	$25,068,608
10	$0	$0	$0	$3,088,054	$9,383,533	$13,098,394	$25,569,980
11	$0	$0	$0	$3,149,815	$9,571,204	$13,360,361	$26,081,380
12	$0	$0	$0	$3,212,811	$9,762,628	$13,627,569	$26,603,008
13	$0	$0	$0	$0	$0	$0	$0
14	$0	$0	$0	$0	$0	$0	$0
15	$0	$0	$0	$0	$0	$0	$0
16	$0	$0	$0	$0	$0	$0	$0
17	$0	$0	$0	$0	$0	$0	$0
18	$0	$0	$0	$0	$0	$0	$0
19	$0	$0	$0	$0	$0	$0	$0
20	$0	$0	$0	$0	$0	$0	$0
Total	$8,627,779	$1,322,822	$0	$29,436,533	$89,447,510	$124,859,010	$245,065,875

Spending on lodging

Year	Spending on Lodging
1	$0
2	$0
3	$2,825,009
4	$2,881,509
5	$2,939,139
6	$2,997,922
7	$3,057,880
8	$3,119,038
9	$3,181,419
10	$3,245,047
11	$3,309,948
12	$3,376,147
13	$0
14	$0
15	$0
16	$0
17	$0
18	$0
19	$0
20	$0
Total	$30,933,058

Taxable value of the Project's property on local tax rolls

	The Project's Property				
Year	Land on Local Tax Rolls	Buildings and Other Real Property on Local Tax Rolls	Furniture, Fixtures, & Equipment on Local Tax Rolls	Inventories on Local Tax Rolls	Total Taxable Property
1	$0	$4,482,000	$0	$0	$4,482,000
2	$0	$20,258,640	$0	$0	$20,258,640
3	$0	$20,663,813	$0	$0	$20,663,813
4	$0	$21,077,089	$0	$0	$21,077,089
5	$0	$21,498,631	$0	$0	$21,498,631
6	$0	$21,928,603	$0	$0	$21,928,603
7	$0	$22,367,176	$0	$0	$22,367,176
8	$0	$22,814,519	$0	$0	$22,814,519
9	$0	$23,270,809	$0	$0	$23,270,809
10	$0	$23,736,226	$0	$0	$23,736,226
11	$0	$24,210,950	$0	$0	$24,210,950
12	$0	$24,695,169	$0	$0	$24,695,169
13	$0	$0	$0	$0	$0
14	$0	$0	$0	$0	$0
15	$0	$0	$0	$0	$0
16	$0	$0	$0	$0	$0
17	$0	$0	$0	$0	$0
18	$0	$0	$0	$0	$0
19	$0	$0	$0	$0	$0
20	$0	$0	$0	$0	$0

Appendix C

Fiscal Impact Calculations

Fiscal Impact: City of Bastrop

Sales tax collections

Year	On Construction Materials Spending	On Construction Workers' Spending	On Furniture, Fixtures, and Equipment Spending	On Direct and Indirect Workers' Spending	On Production Related Taxable Spending	On Indirect & Induced Taxable Spending	Total
1	$28,759	$4,409	$0	$0	$0	$0	$33,169
2	$100,657	$15,433	$0	$0	$0	$0	$116,090
3	$0	$0	$0	$40,325	$122,534	$171,044	$333,903
4	$0	$0	$0	$41,132	$124,985	$174,465	$340,581
5	$0	$0	$0	$41,954	$127,484	$177,954	$347,393
6	$0	$0	$0	$42,793	$130,034	$181,513	$354,341
7	$0	$0	$0	$43,649	$132,635	$185,144	$361,427
8	$0	$0	$0	$44,522	$135,287	$188,847	$368,656
9	$0	$0	$0	$45,413	$137,993	$192,623	$376,029
10	$0	$0	$0	$46,321	$140,753	$196,476	$383,550
11	$0	$0	$0	$47,247	$143,568	$200,405	$391,221
12	$0	$0	$0	$48,192	$146,439	$204,414	$399,045
13	$0	$0	$0	$0	$0	$0	$0
14	$0	$0	$0	$0	$0	$0	$0
15	$0	$0	$0	$0	$0	$0	$0
16	$0	$0	$0	$0	$0	$0	$0
17	$0	$0	$0	$0	$0	$0	$0
18	$0	$0	$0	$0	$0	$0	$0
19	$0	$0	$0	$0	$0	$0	$0
20	$0	$0	$0	$0	$0	$0	$0
Total	$129,417	$19,842	$0	$441,548	$1,341,713	$1,872,885	$3,805,405

Fiscal Impact: City of Bastrop

Potential Sales Tax Exemption if Media Production Development Zone is approved

Year	On Eligible Construction Materials Spending	Total
1	($26,963)	($26,963)
2	($94,369)	($94,369)
3	$0	$0
4	$0	$0
5	$0	$0
6	$0	$0
7	$0	$0
8	$0	$0
9	$0	$0
10	$0	$0
11	$0	$0
12	$0	$0
13	$0	$0
14	$0	$0
15	$0	$0
16	$0	$0
17	$0	$0
18	$0	$0
19	$0	$0
20	$0	$0
Total	($121,332)	($121,332)

Exemption represents sales tax on purchases of construction materials associated with the following investments:

- Sound Stages
- Warehouse
- Offices

Fiscal Impact: City of Bastrop

Property tax collections on new residential property

Year	New Residential Property Tax Collections
1	$0
2	$0
3	$5,776
4	$5,891
5	$6,009
6	$6,129
7	$6,252
8	$6,377
9	$6,504
10	$6,634
11	$6,767
12	$6,902
13	$0
14	$0
15	$0
16	$0
17	$0
18	$0
19	$0
20	$0
Total	$63,240

Fiscal Impact: City of Bastrop

Property tax collections on the Project's Real Property

	Land		Buildings & Other Real Property Improvements		Total Real Property Taxes
Year	Taxes Collected	Taxes Abated	Taxes Collected	Taxes Abated	Collected after Abated
1	$0	$0	$25,969	$0	$25,969
2	$0	$0	$117,379	$0	$117,379
3	$0	$0	$119,726	$0	$119,726
4	$0	$0	$122,121	$0	$122,121
5	$0	$0	$124,563	$0	$124,563
6	$0	$0	$127,054	$0	$127,054
7	$0	$0	$129,595	$0	$129,595
8	$0	$0	$132,187	$0	$132,187
9	$0	$0	$134,831	$0	$134,831
10	$0	$0	$137,528	$0	$137,528
11	$0	$0	$140,278	$0	$140,278
12	$0	$0	$143,084	$0	$143,084
13	$0	$0	$0	$0	$0
14	$0	$0	$0	$0	$0
15	$0	$0	$0	$0	$0
16	$0	$0	$0	$0	$0
17	$0	$0	$0	$0	$0
18	$0	$0	$0	$0	$0
19	$0	$0	$0	$0	$0
20	$0	$0	$0	$0	$0
Total	$0	$0	$1,454,315	$0	$1,454,315

Fiscal Impact: City of Bastrop

Property tax collections on the Project's Furniture, Fixtures, and Equipment and Inventories

	Furniture, Fixtures, & Equip.		Inventories		Total FF&E and Inventory Property Taxes
Year	Taxes Collected	Taxes Abated	Taxes Collected	Taxes Abated	Collected after Abated
1	$0	$0	$0	$0	$0
2	$0	$0	$0	$0	$0
3	$0	$0	$0	$0	$0
4	$0	$0	$0	$0	$0
5	$0	$0	$0	$0	$0
6	$0	$0	$0	$0	$0
7	$0	$0	$0	$0	$0
8	$0	$0	$0	$0	$0
9	$0	$0	$0	$0	$0
10	$0	$0	$0	$0	$0
11	$0	$0	$0	$0	$0
12	$0	$0	$0	$0	$0
13	$0	$0	$0	$0	$0
14	$0	$0	$0	$0	$0
15	$0	$0	$0	$0	$0
16	$0	$0	$0	$0	$0
17	$0	$0	$0	$0	$0
18	$0	$0	$0	$0	$0
19	$0	$0	$0	$0	$0
20	$0	$0	$0	$0	$0
Total	$0	$0	$0	$0	$0

Fiscal Impact: City of Bastrop

Utility revenue, utility franchise fees collected by the City from new residents and from the Project, and Permits

Year	Utility Revenue *New Residents*	Utility Revenue *Project*	Utility Franchise Fees *New Residents*	Utility Franchise Fees *Project*	Building Permits and Fees	Tap & Impact Fees	Total
1	$0	$0	$0	$0	$0	$0	$0
2	$0	$0	$0	$0	$150,000	$280,000	$430,000
3	$48,026	$283,744	$3,527	$20,938	$0	$0	$356,234
4	$48,986	$289,419	$3,597	$21,357	$0	$0	$363,359
5	$49,966	$295,207	$3,669	$21,784	$0	$0	$370,626
6	$50,965	$301,111	$3,742	$22,219	$0	$0	$378,039
7	$51,985	$307,134	$3,817	$22,664	$0	$0	$385,599
8	$53,024	$313,276	$3,894	$23,117	$0	$0	$393,311
9	$54,085	$319,542	$3,971	$23,579	$0	$0	$401,178
10	$55,167	$325,933	$4,051	$24,051	$0	$0	$409,201
11	$56,270	$332,451	$4,132	$24,532	$0	$0	$417,385
12	$57,395	$339,100	$4,215	$25,023	$0	$0	$425,733
13	$0	$0	$0	$0	$0	$0	$0
14	$0	$0	$0	$0	$0	$0	$0
15	$0	$0	$0	$0	$0	$0	$0
16	$0	$0	$0	$0	$0	$0	$0
17	$0	$0	$0	$0	$0	$0	$0
18	$0	$0	$0	$0	$0	$0	$0
19	$0	$0	$0	$0	$0	$0	$0
20	$0	$0	$0	$0	$0	$0	$0
Total	$525,870	$3,106,917	$38,615	$229,264	$150,000	$280,000	$4,330,665

Fiscal Impact: City of Bastrop

Other revenues including hotel occupancy taxes, airport fees, and miscellaneous taxes and user fees collected from new residents and the Project

Year	Hotel Occupancy Taxes*	Miscellaneous Taxes and User Fees *New Residents*	Miscellaneous Taxes and User Fees *Project*	Total Other Revenues
1	$0	$0	$0	$0
2	$0	$0	$0	$0
3	$148,313	$14,245	$84,473	$247,032
4	$151,279	$14,530	$86,163	$251,972
5	$154,305	$14,821	$87,886	$257,012
6	$157,391	$15,117	$89,644	$262,152
7	$160,539	$15,420	$91,437	$267,395
8	$163,749	$15,728	$93,265	$272,743
9	$167,024	$16,043	$95,131	$278,198
10	$170,365	$16,363	$97,033	$283,762
11	$173,772	$16,691	$98,974	$289,437
12	$177,248	$17,025	$100,954	$295,226
13	$0	$0	$0	$0
14	$0	$0	$0	$0
15	$0	$0	$0	$0
16	$0	$0	$0	$0
17	$0	$0	$0	$0
18	$0	$0	$0	$0
19	$0	$0	$0	$0
20	$0	$0	$0	$0
Total	$1,623,986	$155,983	$924,960	$2,704,928

* Assumes only 75% of lodging spending takes place in the City of Bastrop

Fiscal Impact: City of Bastrop

Costs of providing municipal services and city-owned utility services to new residents and the Project

Year	Cost of Services *New Residents*	Cost of Services *Project*	Costs of Utilities *New Residents*	Costs of Utilities *Project*	Total Costs
1	$0	$0	$0	$0	$0
2	$0	$0	$0	$0	$0
3	($19,257)	($114,075)	($46,729)	($276,083)	($456,144)
4	($19,642)	($116,357)	($47,664)	($281,604)	($465,267)
5	($20,035)	($118,684)	($48,617)	($287,237)	($474,572)
6	($20,435)	($121,057)	($49,589)	($292,981)	($484,064)
7	($20,844)	($123,479)	($50,581)	($298,841)	($493,745)
8	($21,261)	($125,948)	($51,593)	($304,818)	($503,620)
9	($21,686)	($128,467)	($52,625)	($310,914)	($513,692)
10	($22,120)	($131,037)	($53,677)	($317,132)	($523,966)
11	($22,562)	($133,657)	($54,751)	($323,475)	($534,445)
12	($23,014)	($136,330)	($55,846)	($329,945)	($545,134)
13	$0	$0	$0	$0	$0
14	$0	$0	$0	$0	$0
15	$0	$0	$0	$0	$0
16	$0	$0	$0	$0	$0
17	$0	$0	$0	$0	$0
18	$0	$0	$0	$0	$0
19	$0	$0	$0	$0	$0
20	$0	$0	$0	$0	$0
Total	($210,856)	($1,249,091)	($511,672)	($3,023,030)	($4,994,649)

Fiscal Impact: City of Bastrop

Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$32,175	$0	$32,175	$32,175
2	$569,100	$0	$569,100	$601,275
3	$1,062,671	($456,144)	$606,527	$1,207,801
4	$1,083,924	($465,267)	$618,657	$1,826,458
5	$1,105,603	($474,572)	$631,030	$2,457,489
6	$1,127,715	($484,064)	$643,651	$3,101,140
7	$1,150,269	($493,745)	$656,524	$3,757,664
8	$1,173,274	($503,620)	$669,654	$4,427,318
9	$1,196,740	($513,692)	$683,048	$5,110,366
10	$1,220,675	($523,966)	$696,709	$5,807,074
11	$1,245,088	($534,445)	$710,643	$6,517,717
12	$1,269,990	($545,134)	$724,856	$7,242,572
13	$0	$0	$0	$7,242,572
14	$0	$0	$0	$7,242,572
15	$0	$0	$0	$7,242,572
16	$0	$0	$0	$7,242,572
17	$0	$0	$0	$7,242,572
18	$0	$0	$0	$7,242,572
19	$0	$0	$0	$7,242,572
20	$0	$0	$0	$7,242,572
Total	$12,237,222	($4,994,649)	$7,242,572	

Fiscal Impact: Bastrop County

Sales tax collections

Year	On Construction Materials Spending	On Construction Workers' Spending	On Furniture, Fixtures, and Equipment Spending	On Direct and Indirect Workers' Spending	On Production Related Taxable Spending	On Indirect & Induced Taxable Spending	Total
1	$9,586	$1,470	$0	$0	$0	$0	$11,056
2	$33,552	$5,144	$0	$0	$0	$0	$38,697
3	$0	$0	$0	$13,442	$40,845	$57,015	$111,301
4	$0	$0	$0	$13,711	$41,662	$58,155	$113,527
5	$0	$0	$0	$13,985	$42,495	$59,318	$115,798
6	$0	$0	$0	$14,264	$43,345	$60,504	$118,114
7	$0	$0	$0	$14,550	$44,212	$61,715	$120,476
8	$0	$0	$0	$14,841	$45,096	$62,949	$122,885
9	$0	$0	$0	$15,138	$45,998	$64,208	$125,343
10	$0	$0	$0	$15,440	$46,918	$65,492	$127,850
11	$0	$0	$0	$15,749	$47,856	$66,802	$130,407
12	$0	$0	$0	$16,064	$48,813	$68,138	$133,015
13	$0	$0	$0	$0	$0	$0	$0
14	$0	$0	$0	$0	$0	$0	$0
15	$0	$0	$0	$0	$0	$0	$0
16	$0	$0	$0	$0	$0	$0	$0
17	$0	$0	$0	$0	$0	$0	$0
18	$0	$0	$0	$0	$0	$0	$0
19	$0	$0	$0	$0	$0	$0	$0
20	$0	$0	$0	$0	$0	$0	$0
Total	$43,139	$6,614	$0	$147,183	$447,238	$624,295	$1,268,468

Fiscal Impact: Bastrop County

Potential Sales Tax Exemption if Media Production Development Zone is approved

Year	On Eligible Construction Materials Spending	Total
1	($8,988)	($8,988)
2	($31,456)	($31,456)
3	$0	$0
4	$0	$0
5	$0	$0
6	$0	$0
7	$0	$0
8	$0	$0
9	$0	$0
10	$0	$0
11	$0	$0
12	$0	$0
13	$0	$0
14	$0	$0
15	$0	$0
16	$0	$0
17	$0	$0
18	$0	$0
19	$0	$0
20	$0	$0
Total	($40,444)	($40,444)

Exemption represents sales tax on purchases of construction materials associated with the following investments:

- Sound Stages
- Warehouse
- Offices

Fiscal Impact: Bastrop County

Property tax collections on new residential property

Year	New Residential Property Tax Collections
1	$0
2	$0
3	$11,162
4	$11,385
5	$11,613
6	$11,845
7	$12,082
8	$12,324
9	$12,571
10	$12,822
11	$13,078
12	$13,340
13	$0
14	$0
15	$0
16	$0
17	$0
18	$0
19	$0
20	$0
Total	$122,223

Fiscal Impact: Bastrop County

Property tax collections on the Project's Real Property

	Land		Buildings & Other Real Property Improvements		Total Real Property Taxes
Year	Taxes Collected	Taxes Abated	Taxes Collected	Taxes Abated	Collected after Abated
1	$0	$0	$25,095	$0	$25,095
2	$0	$0	$113,428	$0	$113,428
3	$0	$0	$115,697	$0	$115,697
4	$0	$0	$118,011	$0	$118,011
5	$0	$0	$120,371	$0	$120,371
6	$0	$0	$122,778	$0	$122,778
7	$0	$0	$125,234	$0	$125,234
8	$0	$0	$127,738	$0	$127,738
9	$0	$0	$130,293	$0	$130,293
10	$0	$0	$132,899	$0	$132,899
11	$0	$0	$135,557	$0	$135,557
12	$0	$0	$138,268	$0	$138,268
13	$0	$0	$0	$0	$0
14	$0	$0	$0	$0	$0
15	$0	$0	$0	$0	$0
16	$0	$0	$0	$0	$0
17	$0	$0	$0	$0	$0
18	$0	$0	$0	$0	$0
19	$0	$0	$0	$0	$0
20	$0	$0	$0	$0	$0
Total	$0	$0	$1,405,369	$0	$1,405,369

Fiscal Impact: Bastrop County

Property tax collections on the Project's Furniture, Fixtures, and Equipment and Inventories

	Furniture, Fixtures, & Equip.		Inventories		Total FF&E and Inventory Property Taxes Collected after Abated
Year	Taxes Collected	Taxes Abated	Taxes Collected	Taxes Abated	
1	$0	$0	$0	$0	$0
2	$0	$0	$0	$0	$0
3	$0	$0	$0	$0	$0
4	$0	$0	$0	$0	$0
5	$0	$0	$0	$0	$0
6	$0	$0	$0	$0	$0
7	$0	$0	$0	$0	$0
8	$0	$0	$0	$0	$0
9	$0	$0	$0	$0	$0
10	$0	$0	$0	$0	$0
11	$0	$0	$0	$0	$0
12	$0	$0	$0	$0	$0
13	$0	$0	$0	$0	$0
14	$0	$0	$0	$0	$0
15	$0	$0	$0	$0	$0
16	$0	$0	$0	$0	$0
17	$0	$0	$0	$0	$0
18	$0	$0	$0	$0	$0
19	$0	$0	$0	$0	$0
20	$0	$0	$0	$0	$0
Total	$0	$0	$0	$0	$0

Fiscal Impact: Bastrop County

Other revenues including miscellaneous taxes and user fees collected from new residents and the Project

Year	Miscellaneous Taxes and User Fees *New Residents*	Miscellaneous Taxes and User Fees *Project*	Total
1	$0	$0	$0
2	$0	$0	$0
3	$31,717	$76,531	$108,248
4	$32,351	$78,062	$110,413
5	$32,998	$79,623	$112,622
6	$33,658	$81,216	$114,874
7	$34,332	$82,840	$117,172
8	$35,018	$84,497	$119,515
9	$35,719	$86,187	$121,905
10	$36,433	$87,911	$124,343
11	$37,162	$89,669	$126,830
12	$37,905	$91,462	$129,367
13	$0	$0	$0
14	$0	$0	$0
15	$0	$0	$0
16	$0	$0	$0
17	$0	$0	$0
18	$0	$0	$0
19	$0	$0	$0
20	$0	$0	$0
Total	$347,292	$837,998	$1,185,290

Fiscal Impact: Bastrop County

Costs of providing County services to new residents

Year	Cost of Services *New Residents*	Cost of Services *Project*	Total
1	$0	$0	$0
2	$0	$0	$0
3	($34,135)	($82,307)	($116,443)
4	($34,818)	($83,954)	($118,772)
5	($35,514)	($85,633)	($121,147)
6	($36,225)	($87,345)	($123,570)
7	($36,949)	($89,092)	($126,041)
8	($37,688)	($90,874)	($128,562)
9	($38,442)	($92,691)	($131,133)
10	($39,211)	($94,545)	($133,756)
11	($39,995)	($96,436)	($136,431)
12	($40,795)	($98,365)	($139,160)
13	$0	$0	$0
14	$0	$0	$0
15	$0	$0	$0
16	$0	$0	$0
17	$0	$0	$0
18	$0	$0	$0
19	$0	$0	$0
20	$0	$0	$0
Total	($373,772)	($901,243)	($1,275,015)

Fiscal Impact: Bastrop County

Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$27,163	$0	$27,163	$27,163
2	$120,669	$0	$120,669	$147,832
3	$346,408	($116,443)	$229,966	$377,798
4	$353,337	($118,772)	$234,565	$612,363
5	$360,403	($121,147)	$239,256	$851,619
6	$367,611	($123,570)	$244,041	$1,095,660
7	$374,964	($126,041)	$248,922	$1,344,583
8	$382,463	($128,562)	$253,901	$1,598,483
9	$390,112	($131,133)	$258,979	$1,857,462
10	$397,914	($133,756)	$264,158	$2,121,620
11	$405,873	($136,431)	$269,441	$2,391,062
12	$413,990	($139,160)	$274,830	$2,665,892
13	$0	$0	$0	$2,665,892
14	$0	$0	$0	$2,665,892
15	$0	$0	$0	$2,665,892
16	$0	$0	$0	$2,665,892
17	$0	$0	$0	$2,665,892
18	$0	$0	$0	$2,665,892
19	$0	$0	$0	$2,665,892
20	$0	$0	$0	$2,665,892
Total	$3,940,907	($1,275,015)	$2,665,892	

Fiscal Impact: Bastrop ISD

Property tax collections on new residential property

Year	New Residential Property Tax Collections
1	$0
2	$0
3	$13,168
4	$13,431
5	$13,700
6	$13,974
7	$14,253
8	$14,538
9	$14,829
10	$15,126
11	$15,428
12	$15,737
13	$0
14	$0
15	$0
16	$0
17	$0
18	$0
19	$0
20	$0
Total	$144,184

Fiscal Impact: Bastrop ISD

Property tax collections on the Project's Real Property

	Land		Buildings & Other Real Property Improvements		Total Real Property Taxes
Year	Taxes Collected	Taxes Abated	Taxes Collected	Taxes Abated	Collected after Abated
1	$0	$0	$59,207	$0	$59,207
2	$0	$0	$267,617	$0	$267,617
3	$0	$0	$272,969	$0	$272,969
4	$0	$0	$278,428	$0	$278,428
5	$0	$0	$283,997	$0	$283,997
6	$0	$0	$289,677	$0	$289,677
7	$0	$0	$295,470	$0	$295,470
8	$0	$0	$301,380	$0	$301,380
9	$0	$0	$307,407	$0	$307,407
10	$0	$0	$313,556	$0	$313,556
11	$0	$0	$319,827	$0	$319,827
12	$0	$0	$326,223	$0	$326,223
13	$0	$0	$0	$0	$0
14	$0	$0	$0	$0	$0
15	$0	$0	$0	$0	$0
16	$0	$0	$0	$0	$0
17	$0	$0	$0	$0	$0
18	$0	$0	$0	$0	$0
19	$0	$0	$0	$0	$0
20	$0	$0	$0	$0	$0
Total	$0	$0	$3,315,758	$0	$3,315,758

Fiscal Impact: Bastrop ISD

Property tax collections on the Project's Furniture, Fixtures, and Equipment and Inventories

	Furniture, Fixtures, & Equip.		Inventories		Total FF&E and Inventory Property Taxes
Year	Taxes Collected	Taxes Abated	Taxes Collected	Taxes Abated	Collected after Abated
1	$0	$0	$0	$0	$0
2	$0	$0	$0	$0	$0
3	$0	$0	$0	$0	$0
4	$0	$0	$0	$0	$0
5	$0	$0	$0	$0	$0
6	$0	$0	$0	$0	$0
7	$0	$0	$0	$0	$0
8	$0	$0	$0	$0	$0
9	$0	$0	$0	$0	$0
10	$0	$0	$0	$0	$0
11	$0	$0	$0	$0	$0
12	$0	$0	$0	$0	$0
13	$0	$0	$0	$0	$0
14	$0	$0	$0	$0	$0
15	$0	$0	$0	$0	$0
16	$0	$0	$0	$0	$0
17	$0	$0	$0	$0	$0
18	$0	$0	$0	$0	$0
19	$0	$0	$0	$0	$0
20	$0	$0	$0	$0	$0
Total	$0	$0	$0	$0	$0

Fiscal Impact: Bastrop ISD

Additional state and federal funding for additional students

Year	Additional State and Federal Funding
1	$0
2	$0
3	$108,673
4	$110,847
5	$113,064
6	$115,325
7	$117,631
8	$119,984
9	$122,384
10	$124,831
11	$127,328
12	$129,874
13	$0
14	$0
15	$0
16	$0
17	$0
18	$0
19	$0
20	$0
Total	$1,189,940

Fiscal Impact: Bastrop ISD

Costs of educating children of new workers who move to the district

Year	Cost of Educating New Students
1	$0
2	$0
3	($102,942)
4	($105,001)
5	($107,101)
6	($109,243)
7	($111,428)
8	($113,657)
9	($115,930)
10	($118,249)
11	($120,614)
12	($123,026)
13	$0
14	$0
15	$0
16	$0
17	$0
18	$0
19	$0
20	$0
Total	($1,127,191)

Fiscal Impact: Bastrop ISD

Reduction in state aid to the school district as a result of new residential property for the Project's employees and the Project's property being added to the school district's tax rolls

Year	Reduction in State Funding For M&O Portion of Taxes
1	($41,208)
2	($186,258)
3	($199,148)
4	($203,131)
5	($207,193)
6	($211,337)
7	($215,564)
8	($219,875)
9	($224,273)
10	($228,758)
11	($233,333)
12	($238,000)
13	$0
14	$0
15	$0
16	$0
17	$0
18	$0
19	$0
20	$0
Total	($2,408,078)

Fiscal Impact: Bastrop ISD

Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$59,207	($41,208)	$18,000	$18,000
2	$267,617	($186,258)	$81,359	$99,358
3	$394,810	($302,090)	$92,720	$192,078
4	$402,706	($308,132)	$94,574	$286,652
5	$410,760	($314,295)	$96,466	$383,118
6	$418,975	($320,581)	$98,395	$481,513
7	$427,355	($326,992)	$100,363	$581,875
8	$435,902	($333,532)	$102,370	$684,245
9	$444,620	($340,203)	$104,417	$788,663
10	$453,512	($347,007)	$106,506	$895,169
11	$462,583	($353,947)	$108,636	$1,003,804
12	$471,834	($361,026)	$110,809	$1,114,613
13	$0	$0	$0	$1,114,613
14	$0	$0	$0	$1,114,613
15	$0	$0	$0	$1,114,613
16	$0	$0	$0	$1,114,613
17	$0	$0	$0	$1,114,613
18	$0	$0	$0	$1,114,613
19	$0	$0	$0	$1,114,613
20	$0	$0	$0	$1,114,613
Total	$4,649,882	($3,535,269)	$1,114,613	

Fiscal Impact: State of Texas

Sales tax collections (before possible exemptions)

Year	On Construction Materials Spending	On Construction Workers' Spending	On Furniture, Fixtures, and Equipment Spending	On Direct and Indirect Workers' Spending	On Production Related Taxable Spending	On Indirect & Induced Taxable Spending	Total
1	$266,289	$138,676	$0	$0	$0	$0	$404,965
2	$932,013	$485,366	$0	$0	$0	$0	$1,417,379
3	$0	$0	$0	$1,004,846	$937,817	$712,684	$2,655,346
4	$0	$0	$0	$1,024,943	$956,573	$726,937	$2,708,453
5	$0	$0	$0	$1,045,442	$975,705	$741,476	$2,762,622
6	$0	$0	$0	$1,066,350	$995,219	$756,306	$2,817,875
7	$0	$0	$0	$1,087,677	$1,015,123	$771,432	$2,874,232
8	$0	$0	$0	$1,109,431	$1,035,426	$786,860	$2,931,717
9	$0	$0	$0	$1,131,620	$1,056,134	$802,598	$2,990,351
10	$0	$0	$0	$1,154,252	$1,077,257	$818,650	$3,050,158
11	$0	$0	$0	$1,177,337	$1,098,802	$835,023	$3,111,162
12	$0	$0	$0	$1,200,884	$1,120,778	$851,723	$3,173,385
13	$0	$0	$0	$0	$0	$0	$0
14	$0	$0	$0	$0	$0	$0	$0
15	$0	$0	$0	$0	$0	$0	$0
16	$0	$0	$0	$0	$0	$0	$0
17	$0	$0	$0	$0	$0	$0	$0
18	$0	$0	$0	$0	$0	$0	$0
19	$0	$0	$0	$0	$0	$0	$0
20	$0	$0	$0	$0	$0	$0	$0
Total	$1,198,303	$624,041	$0	$11,002,782	$10,268,832	$7,803,688	$30,897,646

Fiscal Impact: State of Texas

Potential Sales Tax Exemption if Media Production Development Zone is approved

Year	On Eligible Construction Materials Spending	Total
1	($249,654)	($249,654)
2	($873,788)	($873,788)
3	$0	$0
4	$0	$0
5	$0	$0
6	$0	$0
7	$0	$0
8	$0	$0
9	$0	$0
10	$0	$0
11	$0	$0
12	$0	$0
13	$0	$0
14	$0	$0
15	$0	$0
16	$0	$0
17	$0	$0
18	$0	$0
19	$0	$0
20	$0	$0
Total	($1,123,442)	($1,123,442)

Exemption represents sales tax on purchases of construction materials associated with the following investments:

- Sound Stages
- Warehouse
- Offices

Fiscal Impact: State of Texas

Hotel Occupancy Taxes

Year	Hotel Occupancy Tax On Lodging Spending	Total
1	$0	$0
2	$0	$0
3	$169,501	$169,501
4	$172,891	$172,891
5	$176,348	$176,348
6	$179,875	$179,875
7	$183,473	$183,473
8	$187,142	$187,142
9	$190,885	$190,885
10	$194,703	$194,703
11	$198,597	$198,597
12	$202,569	$202,569
13	$0	$0
14	$0	$0
15	$0	$0
16	$0	$0
17	$0	$0
18	$0	$0
19	$0	$0
20	$0	$0
Total	$1,855,983	$1,855,983

Fiscal Impact: State of Texas

Franchise Taxes - Construction

	Estimated Taxable Margin			Franchise Taxes		
Year	*On Direct Revenues*	*On Indirect & Induced Revenues*	*Total*	Total	Total	Total
1	*$896,400*	*$1,447,865*	*$2,344,265*	$6,723	$10,859	$17,582
2	*$3,137,400*	*$5,067,528*	*$8,204,928*	$23,531	$38,006	$61,537
3	*$0*	*$0*	*$0*	$0	$0	$0
4	*$0*	*$0*	*$0*	$0	$0	$0
5	*$0*	*$0*	*$0*	$0	$0	$0
6	*$0*	*$0*	*$0*	$0	$0	$0
7	*$0*	*$0*	*$0*	$0	$0	$0
8	*$0*	*$0*	*$0*	$0	$0	$0
9	*$0*	*$0*	*$0*	$0	$0	$0
10	*$0*	*$0*	*$0*	$0	$0	$0
11	*$0*	*$0*	*$0*	$0	$0	$0
12	*$0*	*$0*	*$0*	$0	$0	$0
13	*$0*	*$0*	*$0*	$0	$0	$0
14	*$0*	*$0*	*$0*	$0	$0	$0
15	*$0*	*$0*	*$0*	$0	$0	$0
16	*$0*	*$0*	*$0*	$0	$0	$0
17	*$0*	*$0*	*$0*	$0	$0	$0
18	*$0*	*$0*	*$0*	$0	$0	$0
19	*$0*	*$0*	*$0*	$0	$0	$0
20	*$0*	*$0*	*$0*	$0	$0	$0
Total	*$4,033,800*	*$6,515,394*	*$10,549,194*	$30,254	$48,865	$79,119

Fiscal Impact: State of Texas

Franchise Taxes - Operations

	Estimated Taxable Margin			Franchise Taxes		
Year	*On Direct Revenues*	*On Indirect & Induced Revenues*	*Total*	Total	Total	Total
1	*$0*	*$0*	*$0*	$0	$0	$0
2	*$0*	*$0*	*$0*	$0	$0	$0
3	*$6,376,995*	*$11,402,940*	*$17,779,935*	$47,827	$85,522	$133,350
4	*$6,504,535*	*$11,630,999*	*$18,135,533*	$48,784	$87,232	$136,017
5	*$6,634,626*	*$11,863,619*	*$18,498,244*	$49,760	$88,977	$138,737
6	*$6,767,318*	*$12,100,891*	*$18,868,209*	$50,755	$90,757	$141,512
7	*$6,902,664*	*$12,342,909*	*$19,245,573*	$51,770	$92,572	$144,342
8	*$7,040,718*	*$12,589,767*	*$19,630,485*	$52,805	$94,423	$147,229
9	*$7,181,532*	*$12,841,562*	*$20,023,094*	$53,861	$96,312	$150,173
10	*$7,325,163*	*$13,098,394*	*$20,423,556*	$54,939	$98,238	$153,177
11	*$7,471,666*	*$13,360,361*	*$20,832,027*	$56,037	$100,203	$156,240
12	*$7,621,099*	*$13,627,569*	*$21,248,668*	$57,158	$102,207	$159,365
13	*$0*	*$0*	*$0*	$0	$0	$0
14	*$0*	*$0*	*$0*	$0	$0	$0
15	*$0*	*$0*	*$0*	$0	$0	$0
16	*$0*	*$0*	*$0*	$0	$0	$0
17	*$0*	*$0*	*$0*	$0	$0	$0
18	*$0*	*$0*	*$0*	$0	$0	$0
19	*$0*	*$0*	*$0*	$0	$0	$0
20	*$0*	*$0*	*$0*	$0	$0	$0
Total	*$69,826,315*	*$124,859,010*	*$194,685,325*	$523,697	$936,443	$1,460,140

Fiscal Impact: State of Texas

Other Taxes & Revenues from Workers

Year	Gasoline Taxes	Motor Vehicle Sales and Use Taxes	Cigarette and Tobacco Taxes	Alcoholic Beverage Taxes	Net Lottery Proceeds	Total Other Taxes and Revenues
1	$6,228	$51,904	$26,821	$21,447	$36,163	$142,563
2	$22,454	$187,114	$96,689	$77,316	$130,367	$513,939
3	$57,392	$478,267	$247,138	$197,621	$333,219	$1,313,638
4	$59,114	$492,615	$254,553	$203,550	$343,216	$1,353,047
5	$60,887	$507,393	$262,189	$209,656	$353,512	$1,393,638
6	$62,714	$522,615	$270,055	$215,946	$364,118	$1,435,447
7	$64,595	$538,294	$278,156	$222,424	$375,041	$1,478,511
8	$66,533	$554,443	$286,501	$229,097	$386,292	$1,522,866
9	$68,529	$571,076	$295,096	$235,970	$397,881	$1,568,552
10	$70,585	$588,208	$303,949	$243,049	$409,817	$1,615,609
11	$72,703	$605,854	$313,067	$250,341	$422,112	$1,664,077
12	$74,884	$624,030	$322,460	$257,851	$434,775	$1,713,999
13	$0	$0	$0	$0	$0	$0
14	$0	$0	$0	$0	$0	$0
15	$0	$0	$0	$0	$0	$0
16	$0	$0	$0	$0	$0	$0
17	$0	$0	$0	$0	$0	$0
18	$0	$0	$0	$0	$0	$0
19	$0	$0	$0	$0	$0	$0
20	$0	$0	$0	$0	$0	$0
Total	$686,618	$5,721,813	$2,956,674	$2,364,269	$3,986,513	$15,715,887

Fiscal Impact: State of Texas

Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$315,456	$0	$315,456	$315,456
2	$1,119,067	$0	$1,119,067	$1,434,523
3	$4,271,834	$0	$4,271,834	$5,706,358
4	$4,370,407	$0	$4,370,407	$10,076,765
5	$4,471,346	$0	$4,471,346	$14,548,111
6	$4,574,709	$0	$4,574,709	$19,122,820
7	$4,680,558	$0	$4,680,558	$23,803,377
8	$4,788,954	$0	$4,788,954	$28,592,331
9	$4,899,962	$0	$4,899,962	$33,492,293
10	$5,013,647	$0	$5,013,647	$38,505,940
11	$5,130,076	$0	$5,130,076	$43,636,015
12	$5,249,318	$0	$5,249,318	$48,885,333
13	$0	$0	$0	$48,885,333
14	$0	$0	$0	$48,885,333
15	$0	$0	$0	$48,885,333
16	$0	$0	$0	$48,885,333
17	$0	$0	$0	$48,885,333
18	$0	$0	$0	$48,885,333
19	$0	$0	$0	$48,885,333
20	$0	$0	$0	$48,885,333
Total	$48,885,333	$0	$48,885,333	

EXHIBIT D

DEVELOPMENT AND ANNEXATION AGREEMENT

This Development Agreement and Annexation Agreement (this "**Agreement**") is made, entered into, and effective, as of the 22nd day of June, 2021 (the "**Effective Date**") by and between the City of Bastrop, a Texas home-rule municipal corporation (the "**City**"), and Bastrop Colorado Bend, LLC, a Texas limited liability company ("**Owner**"). The City and the Owner are sometimes referred to herein collectively as the "**Parties**" or individually as a "**Party**." The Parties hereby contract, covenant and agree as follows.

RECITALS

WHEREAS, Owner owns approximately 546.36 acres of land, more or less, located in Bastrop County, Texas, described in the attached **Exhibit "A"** (the **"Property"**). The Property is located within the City's extraterritorial jurisdiction ("**ETJ**") and not within the ETJ or corporate limits of any other municipality; and,

WHEREAS, Owner, or its successors, will develop the Property as a high-quality, mixedcommercial development project that will include a multi-faceted film studio, lodging, restaurants, event space, recreational facilities, parks and greenbelt areas, as provided in this Agreement, and in accordance with the Concept Plan attached hereto as **Exhibit "B"**, which shows the general locations of the land use areas as currently configured, a permitted land use chart, a table establishing development standards, and cross-section of proposed roadways; and,

WHEREAS, The City holds a Certificate of Convenience and Necessity for water service and a Certificate of Convenience and Necessity for sewer service issued by the Texas Commission on Environmental Quality (the "**TCEQ**") or a predecessor agency, recognizing the City's right to provide retail water and sewer service to the Property, and the City is the exclusive retail provider of water and wastewater service to the Property; and,

WHEREAS, The Property is not currently served by water, wastewater, drainage facilities, roads, or parks and recreation facilities, and, although there are parks and recreation facilities within the City and roads abutting the Property, there are no such facilities located upon the Property; and,

WHEREAS, The Parties desire to establish the agreed components of the land use, water, wastewater, streets, parks, drainage and other infrastructure required for the development of the Property pursuant to the Concept Plan and the Applicable Regulations, as defined below, and the agreed process for the construction, conveyance, and financing thereof on the terms and conditions set forth in this Agreement; and,

WHEREAS, Owner shall request annexation of the Property into the corporate boundaries of the City in phases to enable the Owner to obtain the benefits of this Agreement, to secure the City's agreement to provide certain reimbursements to Owner in connection with the conveyance and financing of certain improvements, and to define, protect, and clarify approvals to be granted with respect to development of the Property pursuant to the Concept Plan and this Agreement; and,

WHEREAS, The Parties desire to establish certain restrictions and commitments to be imposed and made in connection with the development of the Property; to provide increased certainty to the City and Owner concerning development rights, entitlements, arrangements, and commitments, including the obligations and duties of the Owner and the City, for a period of years; and to identify planned land uses and permitted intensity of development of the Property before and after annexation as provided in this Agreement, which is promulgated under the City of Bastrop's Home Rule Charter ("**City Charter**"), and state law, including, but not limited to Section 212.172 of the Texas Local Government Code.

NOW, THEREFORE, in exchange for the mutual promises and consideration herein expressed, other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, and subject to the terms and conditions of this Agreement, the Parties agree as follows:

ARTICLE I.
Incorporation of Recitals

1.01 Recitals Incorporated. The above and foregoing recitals are incorporated herein and made a part of this Agreement for all purposes.

ARTICLE II.
Purposes, Consideration, Term and Termination

2.01 Property and Concept Plan. The Property is proposed for development as a unique mixed-use commercial subdivision, with approximately 286 acres of multi-faceted film studio facilities, including production facilities, sound stages, backlots, storage, and other ancillary and support spaces, approximately 40 acres of lodging or similar uses with associated amenities, and approximately 220 acres of restaurants, event space and recreational facilities, including a golf course, working dude ranch, campground, club house, parks and greenbelt areas, or similar uses as further contemplated by the City and Owner (the "**Project**"). The proposed Project is further illustrated by the detailed land plan, attached hereto as **Exhibit "C"**, which depicts buildings, structures, internal roadways, and other improvements for informational purposes only ("**Informational Land Plan**"). Owner will develop the Property and construct necessary infrastructure at the Owner's expense in accordance with this Agreement (with the Owner being eligible for reimbursements as provided in this Agreement), the plans and specifications approved by the City, good engineering practices, and the Applicable Regulations, as defined in Section 4.01(b) of this Agreement.

2.02 General Benefits. Owner will benefit from the certainty and assurance of the development regulations applicable to the development of the Property and by virtue of the services that will be made available to the Property pursuant to the terms of this Agreement. The City will provide water and wastewater service to the Property on the same terms and conditions as such services are provided to similarly situated properties within the City. Owner has voluntarily elected to enter into and accept the benefits of this Agreement and will benefit from: (a) the certainty and assurance of the development and use of the Property in accordance with this Agreement; (b) the

establishment of regulations applicable to the development of the Property; and (c) the water and wastewater services that will be made available to the Property pursuant to the terms of this Agreement. The City will benefit from this Agreement by virtue of its control over the development standards for the Property and by virtue of extension of its water and wastewater systems by Owner as herein provided with the City reimbursing expenses associated with water and wastewater infrastructure as provided by separate agreement to offset the cost incurred by Owner. The Parties expressly confirm and agree that development of the Property will be best accomplished through this Agreement and will substantially advance the legitimate interests of the City.

2.03 Acknowledgement of Consideration. The benefits to the Parties set forth above, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties. The City acknowledges that Owner will, during the term of this Agreement, proceed with the development of the Property in reliance upon the terms of this Agreement.

2.04 Authority. This Agreement is entered into, in part, under the statutory authority of Section 212.172 of the Texas Local Government Code, which authorizes the City to make written contracts with the owners of land establishing lawful terms and considerations that the parties agree to be reasonable, appropriate, and not unduly restrictive of business activities. The Parties intend that this Agreement authorize certain land uses and development of the Property, provide for the uniform review and approval of plats and development plans for the Property, provide exceptions to certain code provisions and ordinances, and provide other terms and consideration including the continuation of current land uses and zoning after annexation of each portion of the Property from the City's ETJ.

2.05 Term of Agreement; Termination. The term of this Agreement shall be forty-five (45) years from the Effective Date. Upon the expiration of this Agreement any and all rights pursuant to this Agreement shall expire; provided, this Agreement will terminate and expire earlier if: (a) Owner defaults in the performance of this Agreement and the default is not timely cured as provided in this Agreement, or (b) Owner defaults in the performance of any other contract or agreement between the Parties regarding or applicable to the development of the Property and the default is not timely cured within the time provided for cure in this Agreement.

ARTICLE III.
Annexation; Sequence of Events

3.01 Annexation. Owner consents, and City hereby agrees, 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 Government Code, on a phased basis as outlined in this Section, and the intent of this Agreement is to provide for the annexation of the Property for all purposes and shall constitute the Owner's vote for annexation. An annexation petition for any particular portion of the Property in a form substantially similar to that set forth in **Exhibit "D"** ("**Annexation Petition**") requesting annexation in accordance with Subchapter C-3, Chapter 43 of the Texas Local Government Code, of such portion of the Property will be executed by the Owner and submitted to the City within ten (10) days after Owner files an application for site plan, building permit or other development

approval for the Property, any one or more of such actions being referred to herein as "**Development Commencement**". The City acknowledges that the Property will be developed in phases and that annexation of the Property shall occur in contiguous sections defined by metes and bounds, starting with a section of the Property contignous with the City limits boundary located across the Colorado River, as Development Commencement occurs on each portion of the Property. Following receipt of the written request to annex, the Owner and City shall execnte the negotiated municipal services agreement attached as **Exhibit "E"** (the "**Municipal Services Agreement**"). The Property will be annexed into the corporate limits of the City in accordance with the provisions of this Agreement, snbject to the discretion of the City Council of the City and in compliance with the applicable notice and hearing requirements of Chapter 43 of the Texas Local Government Code. Owner reqnests annexation and zoning of the Property on a parcel-by-parcel basis as defined by metes and bonnds within one-hundred twenty (120) days after Development Commencement. The City shall not charge an application fee for the annexation or zoning request. If Owner fails to present to the City an Annexation Petition signed by the landowner of the Property as provided in this Section or fails to actively support the annexation, the City may terminate this Agreement. The City agrees to not annex any portion of the Property until such time as Development Commencement occurs over the portion of the Property, at which time the annexation of such portion of the Property shall occur as described in this Article.

3.02 Contemplated Sequence of Events. The sequence of events contemplated by this Agreement is as follows:

(a) Approval of this Agreement by the City and Owner and City approval of Concept Plan as part of this Agreement;

(b) Owner to submit application for a single-lot final plat, in accordance with the Concept Plan, this Agreement, and Applicable Regulations, that provides for the platting of the Property as a single lot and for the dedication of the perimeter road pursuant to Section 4.12(b) of this Agreement;

(c) City to take any and all appropriate actions to ensure that a request for annexation is in full compliance with Chapter 43 of the Texas Local Government Code, including, but not limited to, annexation of portions of the Colorado River as might be necessary to create contiguity of parcels and extension of ETJ boundaries to include areas of the Property not currently recognized as part of the City's ETJ;

(d) Execution of the Municipal Service Agreement and submission of the Annexation Petition and the zoning application, which will include the Concept Plan, by Owner within ten (10) days after Development Commencement of a particnlar phase, such submission may be made in scctions as defined by metes and bounds;

(e) City acceptance of the Annexation Petition and beginning of notification, public hearings, and first reading for adoption of the annexation and zoning ordinance concurrently; and

(f) Second and final reading of ordinance annexing the submitted portion of Property, and second and final reading of an ordinance zoning the submitted portion of Property in accordance with this Agreement.

3.03 Initial Storage Structure. Notwithstanding the foregoing, City acknowledges that Owner intends to build a metal building of up to 40,000 square feet and a barn with stables (referred to herein as the "Initial Improvements") for purposes of storage, property management and maintenance and the existing farm\ranch operation on the Property, which Owner intends to continue on the Property until such time as the Project is fully built out. Provided that the Initial Improvements are related to such purposes, they may be constructed on the Property through the permit process and will not be considered Development Commencement triggering the annexation provisions of Section 3.01. The Initial Improvements shall only require those City approvals, if any, that are otherwise normally required for agricultural projects for a Property located within the ETJ.

3.04 Continuation of Land Use. The provisions of the Chapter 43.002 of the Texas Local Government Code shall continue to apply and shall remain in effect as to the Property after the Property is annexed and zoned in accordance with this Article. Owner shall not be prohibited from using the Property for any of the planned for land uses established in the Land Use Chart of the Concept Plan.

3.05 Continuation of Agricultural Use. The City and Owner agree and acknowledge that the Property is currently used for agricultural purposes and subject to a property tax exemption under Chapter 23 of the Texas Tax Code. It is the Owner's intent to continue use of the Property for agricultural or wildlife preservation purposes until such time as it is developed. As portions of the Property are developed and taken out of agricultural use, Owner intends to continue use of the remaining, undeveloped portions of the Property for agricultural or wildlife preservation purposes. Notwithstanding anything herein to the contrary, the City agrees that such undeveloped portions of the Property shall be permitted to continue such agricultural use or wildlife preservation use.

ARTICLE IV.
Development of the Property

4.01 Applicable Regulations.

(a) Owner shall plan, plat, build-out and complete development and infrastructure on the Property in compliance with the Applicable Regulations and the Project Approvals, as those terms are defined in subsection (b), and this Agreement. The Property shall additionally be developed in compliance with the land uses and development standards as set forth in the Concept Plan. The specific sizes and configurations of buildings, street layouts and other project details as depicted on the Informational Land Plan are intended for illustrative purposes only and may be modified by the Owner on the site plans for the Property, provided that the Owner complies with the land use designations indicated on the Concept Plan and with the Project Approvals.

(b) In this Agreement, "**Applicable Regulations**" means and includes the federal, state, and local laws, rules and regulations, including, but not limited to, environmental regulations,

as they exist from time to time, subject to the provisions of Section 4.02 below, that are applicable to the development of the Property, and the City Code, as modified by the Project Approvals. The "**City Code**" are the City's ordinances and duly adopted regulations in effect and existing on the Effective Date, portions of which may be amended from time to time as authorized by Chapter 245 of the Texas Local Government Code governing subdivision, zoning and site development of land that are applicable to the Property. The "**Project Approvals**" are all approvals, warrants, variances, waivers and exceptions to the City Code as set forth on the attached **Exhibit "F"**, and hereby approved by the City, that are necessary or required for the development of the Property with the densities and land uses proposed in this Agreement. If there is any conflict between this Agreement and the City Code, this Agreement will control.

4.02 Uniformity of Requirements. The Concept Plan, attached as **Exhibit "B"** and approved as of the Effective Date of this Agreement, constitutes an application by the Owner for the subdivision and development of the Property, and initiates the zoning, subdivision (if any), and development permit process for the Property. The Concept Plan shall be considered a development plan as provided in Section 212.172 of the Texas Local Government Code; however, under no circumstances shall the Concept Plan constitute a site plan as defined by the City Code. Subject to the terms and conditions of this Agreement, the City confirms, acknowledges and agrees that Owner has vested authority to develop the Property in accordance with the City Code, as modified by the Project Approvals, notwithstanding subsequently adopted ordinances, rules or regulations, or changes or modifications to the City's ordinances, rules and regulations which will only be applicable to the extent allowed by Chapter 245 of the Texas Local Government Code (the "**Vested Rights**"). The Vested Rights shall terminate and expire in the event that: (1) the Owner, or its successors or assigns with respect to each affected parcel, agrees in writing to such modification or revocation; (2) Owner fails to complete and obtain final City acceptance of one or more sections of the subdivision for the Property within fifteen years after the Effective Date, or thereafter abandons development of the Property; (3) an application for a major change to the Concept Plan is submitted by the Owner which substantially changes the density, land uses, parkland or transportation improvements from that approved by this Agreement and the Project Approvals; or (4) state law or court order mandates otherwise. If there is any confliet between the City Code and the terms of this Agreement, the terms of this Agreement will control. The foregoing notwithstanding, the Owner agrees that its Vested Rights will terminate if the Owner does not submit an Annexation Petition to the City requesting the annexation of the Property as required by Section 3.01 of this Agreement.

4.03 Approval of Concept Plan.

(a) The Owner is entitled to develop the Property in compliance with this Agreement, the Applicable Regulations, and the Concept Plan, which has been reviewed and is hereby approved by the City as of the Effective Date of this Agreement.

(b) The Concept Plan hereby approved by the City is also approved for use as an exhibit for the Zoning Concept Scheme required by the City Code. To complete the zoning application to be submitted to the City for final zoning of the Property upon annexation, the Zoning Concept Scheme shall include details regarding the public frontage plan along the Perimeter Road, defined in Sectin 4.12(b) below ("Public Frontage Plan"). When determining the base standards, the Public Frontage Plan shall align with the intent of the City Code and B3 Technical Manual Standards,

and include the proposed privacy fencing to be construted adjacent to the Perimeter Road as shown on **Exhibit "B"**. The Public Frontage Plan detailing the wall shall describe the extent that native stone materials and landscaping will be incorporated into the design.

(c) The Property may have final plats submitted by the Owner in multiple phases or as a single-lot final plat, provided that such final plat(s) is not for use of the Property as a single-family residential subdivision and otherwise in accordance with the Concept Plan, this Agreement, and Applicable Regulations.

(d) Due to the fact that the Property comprises a significant land area and its development will occur in phascs over a number of years, modification to the Concept Plan may become desirable due to changes in market conditions or other factors. Minor variations of a final plat or site plan from the Concept Plan, such as minor changes to the driveway alignments or land use designation boundaries, will not require a formal amendment to the Concept Plan, and will be defined as "minor changes" in this Agreement. Subject to Section 4.05 below, major changes to the Concept Plan (which are any changes that are not defined as minor changes in this subsection) must be consistent with the terms of this Agreement and will be subject to review and approval by the Planning Department of the City, which will not be unreasonably withheld, conditioned or delayed.

4.04 Phased Development. Owner intends to develop the Property in phases. City consents to such phased development and agrees that portions of the Property not under active development may remain in use for agricultural and wildlife management as provided in this Agreement.

4.05 Land Uses and Densities. The City hereby confirms its approval of the Concept Plan, and specifically approves the land uses, exceptions, utility and roadway alignments and width of the rights-of-way and other matters shown on the Concept Plan and the Project Approvals. The Concept Plan dcpicts general land use designations. Notwithstanding anything in the City Code to the contrary, the Owners shall be entitled to devclop the Property in accordance with the Applicable Regulations and the Concept Plan. Each general land use category may be increased by up to ten percent (10%) without requiring a Major Amendment. The approved land uses for the Project do not include a helipad.

4.06 Comprehensive Plan Amendment. Concurrently with consideration of the Annexation Petition by the City Council, the City will approve an amendment to the City Comprehensive Plan to modify the Future Land Use Map ("**FLUM**"). The amendment provides that the use indicated in the FLUM for the Property is changed from "Rural Residential" to "Industry" as reflected by the large single-owner site with uses established in this Agreement and depicted on the Concept Plan.

4.07 Zoning. The application for zoning of the Property will be to zone the Property , consistent with the Comprehensive Plan, as amended. It is the intent of the City to zone the Property consistent with the zoning designation appropriate for the Project. The zoning of the Property as provided herein concurrently with the annexation of the Property shall be incorporated into the Municipal Services Agreement pursuant to Section 43.0672 of the Texas Local Government Code and shall be subject to the process, notices, hearings and procedures applicable to all other

properties within the City. The zoning process shall be commenced following execution of the Municipal Services Agreement where the parties agree to the terms of services to be provided as described in Section 3.01 and upon receipt of a zoning application that complies with this Agreement and the Applicable Regulations, provided that the City Council will not take final action on the zoning application until the Property is annexed into the City limits. Pursuant to Section 212.172(b)(8) of the Texas Local Government Code, the City agrees that the uses, development, and development intensity shown on and allowed in the Concept Plan, the Project Approvals, and in this Agreement shall be allowed for the Property after annexation. If the City does not zone the Property with a designation which allows the Property to be legally developed in a manner which aligns with the described Project, Concept Plan, and this Agreement, then the Owner, in addition to the rights and remedies it may have under any other agreement with the City, shall have the right to enforce the obligations of the City under this Section pursuant to remedies that are available under applicable law, and Owner shall be allowed to request, and granted by the City, de-annexation of the Property.

4.08 Plat Approvals. Approval of a final plat and site plans shall be deemed to also be an update of the Concept Plan. Final Plats shall be approved if they are consistent with this Agreement and meet the Applicable Regulations.

4.09 Design and Construction. Owner will finance (if applicable), design, construct and install all required water facilities, wastewater facilities, streets (subject to Section 4.12), drainage facilities and other amenities and improvements required to develop the Property and the Project Facilities described in Article V below required to serve the Property (collectively the "**Public Improvements**") at Owner's sole cost and expense, subject to the reimbursements provided for in this Agreement or by separate agreement. Owner shall design and construct and install the Public Improvements to the Property in compliance with the Applicable Regulations (including, but not limited to, the posting of fiscal security and payment for fee-in-lieu as appropriate), the plans and specifications approved by the City, and good engineering practices. All lighting within the Project shall comply with applicable City Code.

4.10 Review/Submittal Fees. Except as otherwise provided in this Agreement, the City's standard application, review and development fees associated with annexation and zoning shall be waived.

4.11 Open Space. In recognition of the character of the Project as a unique development and in acknowledgement of the substantial open space, recreational areas, greenbelts, trails and recreational facilities ("Open Space") to be owned and maintained by Owner or by a property owners' association ("**POA**") and that will be provided by the Owners, the City agrees that no public parkland dedication, dedicated civic space, or fees in lieu of dedication will be required from Owner. On an overall Project basis, the Owners shall provide an amount of Open Space to be owned and maintained by Owner or by a POA that is equal to or in excess of the amount 220 acres shown in the Concept Plan. Owner shall have the right to modify the location and configuration of the Open Space to be owned and maintained by Owner or by a POA as a Minor Amendment provided that the total amount of such Open Space currently shown on the Concept Plan is not decreased more than ten (10) percent. Owner, or a POA established by Owners, shall be obligated to construct, operate and maintain such the Open Space provided in this Section. In the event Owner fails to construct the Open Space as provided on the Concept Plan, Owner shall

be obligated to pay the applicable fee-in-lieu as required pursuant to the City Code and as offset by the Open Space actually constructed. Owner shall make reasonable efforts to preserve and protect the current trees and vegetation to maintain the overall natural character of the site.

4.12 Transportation

(a) Internal Roadways. City approves an internal private roadway network within the Property. Roadway and streets within the Project shall be designated as private for the exclusive use of the Project's users, residents, owners, tenants and guests. Such Owner or the POA shall be responsible for the maintenance and operation of the private streets. The Property may be divided by subdivision, metes and bounds (if exempt from platting requirements under the Texas Local Government Code), or condominium regime with primary frontage and access to a public street or roadway. The private access driveways within the Project will not be required to meet the City's public street standards such driveways will only be required to meet the requirements of the Applicable Regulations.

(b) Public Right of Way. Owner shall dedicate, by a single-lot subdivision plat, (i) a fifty-five and half (55.5) foot wide public right of way along the boundary of the Property ("**Perimeter Roadway**") and (ii) the width of right of way necessary to total forty (40) feet from the center line of Lovers Lane along Lovers Lane adjacent to the Property, as depicted in **Exhibit "G"** (collectively, "**Dedicated ROW**"). Owner shall also pay fee-in-lieu to the City Transportation Fund in an amount equivalent to 100% of the estimated cost of construction of the northern portion of the Perimeter Roadway running from Lovers Lane parallel to Margies Way as a Local Collector: Rural Street (such portion being shown on Exhibit "G" as "**Segment 1**"), and an amount roughly proportional to the impact of the development upon the public transportation system based on a traffic impact analysis for the southern portion of the Perimeter Roadway running from Margies Way to El Camino River Road (such portion being shown on Exhibit G as "**Segment 2**") (collectively, "**Monetary Obligation**"). Notwithstanding the forgoing, the Monetary Obligation shall not include any costs associated with a bridge over the Colorado River or any roadway or other infrastructure associated with such bridge, provided that that the project developed on the Property is substantially similar to that depicted on the Concept Plan. The Owner will have the option to either construct the Perimeter Roadway as a Local Connector Street: Rural Street or provide the Monetary Obligation for the Perimeter Roadway. Depending on the Owner's selected option, the portion of the Monetary Obligation paid or the portion of the Perimeter Roadway built will be determined by the City based on the portion of the Property being developed at the time of submitting a revised site plan. The Monetary Obligation may be paid over time with the submittal of a site plan application in payments corresponding with the phase of the Project submitted with that certain site plan application. Primary access points shall be on Lovers Lane as shown on the Concept Plan. Once Segment 1 of the Perimeter Road is contructed, any primary access points supplemental to those on Lovers Lane shall be taken from the Perimeter Roadway. If Segment 2 of the Perimeter Road is constructed, it will serve as access to the portions of the Project adjoining it. Owner reserves the right to choose the official name of the Perimeter Roadway, subject to Applicable Regulations and addressing requirements.

(c) Related Agreements. The City agrees to work in good faith with Bastrop County and Owner to negotiate and execute a Public Improvement Agreement, as may be necessary, that

describes the nature and scope of offsite roadway infrastructure improvements as identified by the traffic impact analysis in order to accommodate the Project.

(d) Transportation Master Plan. Concurrently with consideration of the Annexation Petition by the City Council, the City will approve an amendment to the City Transportation Master Plan. The amendment is reflective of roadways depicted on the Concept Plan and specifically includes provisions that (1) the proposed bridge across the Colorado River on the west side of the Property be relocated to outside the boundaries of the Property; (2) the main throughfare through the center of the Property be relocated to align with the eastern Property boundary, starting at the intersection of Lovers Land and Margies Way, heading west parallel to Margies Way, and south down to El Camino River Road; (3) the roadway grids shown with the Property shall be eliminated in favor of private internal roadway network as provided by this Agreement. The internal roadways cannot be used to subdivide the property into smaller parcels without public street access or a Major Amendment to the Agreement.

ARTICLE V.
Project Facilitics

5.01 Project Facilities. The Project Facilities consists of the Water Line Project and the Wastewater Line Project described in Section 5.02 and 5.03 below (the "**Project Facilities**").

5.02 Water Line Projcct. The Water Line Project consists of an extension of an offsite watcr transmission main (eight (8) inches in diameter) from the existing water line located at the City limits on Lovers Lane, along a route generally shown on **Exhibit "H"** (the "**Water Line**"), and all appurtenant facilities and equipment reasonably required to operate the Water Line (the "**Water Line Project**"). The construction of the Water Line Project will comply with the Applicable Regulations, plans and specifications approved by the City, this Agreement, and good engineering practices.

5.03 Wastewater Line Project. The Wastewater Line Project consists of an extension of an offsite wastewater transmission/collector lines (four (4) inch diameter forcemain and eight (8) inch diameter gravity) from an existing wastewater line, along a route generally shown on **Exhibit "H"** (the "**Wastewater Line**"), and all the appurtenant facilities and equipment reasonably required to operate the Wastewater Line (the "**Wastewater Line Project**"). The construction of the Wastewater Line Project will comply with the Applicable Regulations, plans and specifications approved by the City, this Agreement, and good engineering practices.

5.04 Oversizing. At the City's request, Owner shall increase the size of the Water Line Project and/ or the Wastewater Line Project to a size determined by the City in order to accommodate a capacity in excess of that necessary to serve the Project ("**Ovcrsized Project Facilities**"). Notification of such request by the City shall be in writing and provided to the Owner at the time the application for construction plans is submitted.

5.05 Water Tower. Owner may construct a water tower on the Property to be used as a functional water storage device. The maximum height of the water tower shall be one hundred and thirty (130) feet. At Owner's discretion, the water tower may be (1) used privately to

supplement fire flow requirements within the Property or (2) dedicated to the City (along with necessary easements) for public water storage purposes. The Owner shall have the absolute right, without a need for a permit, to use the water tower as signage (no obscene images or offensive language) for the Project if the water tower is for private functional use.. If the water tower is not constructed to serve a functional purpose, the water tower will be permitted with the City as a sign.

5.06 Timely Construction of Project Facilities. Owner shall design, construct, install and obtain City acceptance of the Project Facilities in accordance with the terms and conditions of this Agreement. Such Project Facilities shall be completed by Owner on or before the expiration of seven (7) years after the annexation of the entirety of the Property. No final plat (if applicable) of land out of the Property will be recorded until the Project Facilities for that portion of the Property are completed by the Owner.

5.07 Eminent Domain. The Project Facilities are necessary and required improvements for the City's water and wastewater system. The City will provide use of all necessary City lands, rights-of-way and easements (as appropriate) and will provide further required easements or lands in fee simple as may be necessary for construction of that part or portion of the Project Facilities that is located outside the boundaries of the Property. It is acknowledged there is and exists a public necessity for the Project Facilities. City agrees to use its power of eminent domain to acquire such lands or easements as may be necessary for the construction of the Project Facilities. The reasonable costs and expenses of the City obtaining any easements and land required for the Project Facilities only and located outside the boundaries of the Property shall be paid by Owner, subject to the Owner's right to be reimbursed for such costs and expenses through the Incentives Agreement, as defined below.

ARTICLE VI.
Costs and Reimbursement of the Project Facilities

6.01 Project Facilities Costs and Expenses. All costs and expenses for designing, bidding, constructing, and installing the Project Facilities to be constructed by the Owner shall be paid by Owner. Owner shall be eligible for reimbursement via a separate incentives agreement with the City to be negotiated and executed prior to annexation of the first phase ("**Incentives Agreement**").

6.02 Reimbursable Costs. Owner shall contract for, fund and pay for the design, contract negotiation, installation and construction of the Project Facilities ("**Reimbnrsable Costs**") and shall be entitled to reimbursement of one hundred percent (100%) of the Reimbursable Costs from the City pursuant to the Incentives Agreement. In the event the City requests the Oversized Project Facilities, Owner shall be entitled to dollar-for-dollar reimbursement for the design, contract negotiation, installation and construction of the Oversized Project Facilities, as provided in a mutually agreeable agreement providing for such reimbursement which will be negotiated by the parties at a later date. Owner shall not receive or be entitled to receive any waivers or reimbursements from the City for any of the costs attributable to any portion of the Project Facilities that are not constructed in accordance with this Agreement, or that are not installed and constructed by Owner.

6.03 Surviving Obligation to Reimburse. If the City elects to terminate this Agreement because of a default by the Owner that remains uncured after expiration of the Cure Period in accordance with this Agreement, or if this Agreement expires of its own terms, such termination will not terminate the obligation of the City to reimburse the Owner for Reimbursable Costs or Oversizing Costs actually incurred by the Owner prior to the date of termination and that obligation will expressly survive any such termination. If the City terminates this Agreement after commencement of the Project Facilities by the Owner but prior to completion and acceptance of the Project Facilities, the City will nevertheless reimburse the Owner under this Agreement for Reimbursable Costs and/or Oversizing Costs incurred by the Owner up to the date of termination only if the City is able to use the portion of the Project Facilities that have been constructed to complete the Project Facilities.

6.04 City's Option to Complete Project Facilities.

(a) In the event that the Owner fails to complete and obtain City acceptance of the Project Facilities, the City will have the right but not the obligation to complete the Project Facilities and to draw on any fiscal security guaranteeing the completion of the Project Facilities.

(b) In the event the City elects to complete the Project Facilities, the Owner agrees that all of Owner's right, title, and interest in the plans and specifications, designs, easements, real and personal property, and improvements acquired, produced or installed in aid of or necessary for completing sueh Project Facilities by the Owner or its engineers or contractors before such default shall become the property of the City and, in such event, the Owner will provide all necessary documentation to the City within five (5) business days of the City's request. To ensure that the City has all necessary rights to the plans and specifications for the Project Facilities and any other engineering services in the event of a default, Owner hereby assigns all its rights, title, and interest in the professional services agreements necessary for completion of the Project Facilities, expressly conditioned on Owner's default. The Owner agrees that the City will have the right to use such plans and specifications to complete the Project Facilities.

ARTICLE VII.
Additional Agreements and Performance

7.01 Additional City Agreements. The City hereby agrees:

(a) The Owner agrees to waive the the 30-day mandated timeline in Section 212.009 of the Texas Local Government Code. The City shall cooperate with Owner to expeditiously process and review all development applications related to the Project. . Review comments and determinations from the City for any development application shall be provided in 21 business days or less. . The City will appoint a designated staff liaison for any development related matters.

(b) To reserve and ensure availability of three hundred twenty-five (325) LUE of water service for the Project during the term of this Agreement.

(c) To reserve and ensure availability of three hundred twenty-five (325) LUE of wastewater service shall be required for the Project during the term of this Agreement.

(d) After Owner completes construction and obtains City acceptance of the Project Facilities and upon Owner completing construction of a phase or section of the Property in compliance with the Applicable Regulations and the City giving final acceptance of that phase or section, the City will approve connections to the water and wastewater system and provide such services within the completed phase or section of the Property on the same terms and conditions as then provided within other areas of the City.

(e) To timely perform and complete each task, duty and responsibility of the City set forth in this Agreement and that, whenever the City's consent or approval is required under this Agreement, such approval will not be unreasonably withheld, conditioned or delayed, subject to the City's discretion with respect to exercising its legislative authority.

7.02 Additional Owner Agreements. Owner hereby agrees:

(a) To develop the Property and construct all infrastructure required for the Project in compliance with the Applicable Regulations.

(b) To establish one or more POA, as may be necessary or appropriate at the discretion of the Owner, to maintain open space, parkland, private roadways, and common areas pursuant to appropriate articles and bylaws.

(c) The City's fees and charges currently provided for in the Applicable Regulations may be amended by the City from time to time, and Owner, its grantees, successors and assigns, shall pay to the City such fees and charges, as amended, for or with respect to the development of the Property, including, but not limited to, subdivision application fees, building permit fees, and water and wastewater impact, tap and use fees, except as may be otherwise provided in this Agreement.

(d) Pursuant to the Professional Service Agreement dated March 24, 2021, Owner shall pay to the City the reasonable costs and expenses incurred by the City for legal services in connection with the negotiation and implementation of this Agreement.

(e) To timely perform and complete each task, duty and responsibility of Owner set forth in this Agreement.

(f) Each lot, tract, parcel, or building site within the Property shall be required to pay the Impact Fees in the amount that is established by City ordinance as of the application submittal date for site plan for that certain phase of the Project. If Owner wishes to retain the reservation of LUE's as provided herein, the City reserves the right to require Owner to pay reservation fees or impose a deadline for the payment of impact fees to retain such LUE's. The parties will enter into a mutually agreeable utility service agreement with the terms for payment of such fees and other provisions related to service.

ARTICLE VIII.
Assignment of Commitments and Obligations

8.01 Owner Assignment of Agreement. Owner's rights and obligations under this Agreement may be assigned by Owner with prior written consent of the City, which shall not be unreasonably withheld, to a POA and/or to one (1) or more purchasers of all or part of the Property.

8.02 Binding Obligations. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and assigns. This Agreement shall be recorded by the Owner in the Official Public Records of Bastrop County, Texas within sixty (60) days after the Effective Date. If Owner fails to record this Agreement within sixty (60) days after the Effective Date, such failure shall be a default by Owner.

8.03 Not Binding on End Users. As provided in Section 212.172(f) of the Texas Local 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.

ARTICLE IX.
Default; Reservation of Rights; Attorney's Fees; Waiver

9.01 Default. Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of sixty (60) business days after receipt by such Party of notice of default from the other Party ("**Cure Period**"). Upon the passage of the Cure Period without cure of the default, such Party shall be deemed to have defaulted for purposes of this Agreement; provided that, if the nature of the default is such that it cannot reasonably be cured within the Cure Period, the Party receiving the notice of default may during such Cure Period give the other Party written notice that it has commenced cure within the Cure Period and will diligently and continuously prosecute the cure to completion as reasonably soon as possible, and such written notice together with diligent and continuous prosecution of the cure shall extend the Cure Period for up to an additional ninety (90) calendar days so long as the cure is being diligently and continuously pursued during such time; and provided further that, if the cure cannot be reasonably accomplished within the additional ninety (90) calendar day period but the applicable facts, circumstances and progress establish that a cure will be obtained within a reasonable period of time following the expiration of the ninety (90) calendar day period, the time for cure will be extended for an additional period of time as mutually agreed by the Parties (such agreement not to be unreasonably withheld); provided, further, that if a default is not cured within the applicable Cure Period, or, as applicable, written notice having been given and cure being commenced and diligently and continuously prosecuted, within the additional ninety (90) calendar days after the giving of the written notice, or, as otherwise applicable, within the time mutually agreed by the Parties due to the defaulting Party not being able to obtain a cure within the additional ninety (90) calendar days after the defaulting Party gives written notice that it is commencing cure, then the non-defaulting Party may pursue the remedies set forth in this Agreement. Notwithstanding any provision contained herein to the contrary, nothing herein shall prevent the City from calling a letter of credit or other fiscal surety if such letter of credit or fiscal surety will expire and the infrastructure that is guaranteed thereunder has not been constructed within the timeframes required by the City Code.

9.02 Default and Termination. Notwithstanding any other term or provision of this Agreement, if Owner defaults in the performance of a duty or obligation of Owner provided in this Agreement, and such default is not timely cured after notice and expiration of the Cure Period, the City may terminate and cancel this Agreement, seek to specifically enforce the obligations of the City under this Agreement, or seek other available remedy at law or equity. If the City defaults in the performance of a duty or obligation of the City provided in this Agreement, and such default is not timely cured after notice and expiration of the Cure Period, Owner may terminate and cancel this Agreement (in which event the City shall be obligated to disannex the Property), seek to specifically enforce the obligations of the City under this Agreement, or seek other available remedy at law or equity.

9.03 Reservation of Rights; Limited Immunity Waiver.

(a) To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws, and neither Party waives any legal right or defense available under law or in equity. Except as specifically provided in Section 9.03(b), nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the City or its officers and employees, and neither the City, nor its officers and employees waive, modify or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

(b) By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights, except as specifically provided in this Section 9.03(b). The City waives governmental immunity from suit and immunity from liability as to any action brought by the Owner to enforce the terms, provisions and conditions of this Agreement, but only to the extent necessary to pursue such remedies if the City fails to reimburse the Reimbursable Costs as required under this Agreement. Nothing in this Section shall waive any claims, defenses or immunities that the City may have with respect to suits filed by persons or entities other than a party to this Agreement.

9.04 Attorney's Fees. A Party shall be liable to the other Party for attorney fees or costs incurred in connection with any litigation between the parties, in which a Party seeks to obtain a remedy from the other party, including appeals and post judgment awards.

9.05 Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that Party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a Party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

9.06 Remedies Cumulative. The remedies described in this Article are in addition to and not in replacement of any other remedies at law or in equity that a Party may have as a result of any breach.

ARTICLE X.
Force Majeure

10.01 Definition. The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances: acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the Party claiming such inability.

10.02 Notice of Default. If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such Party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the Party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the Party shall endeavor to remove or overcome such inability with all reasonable dispatch.

10.03 Settlements and Strikes. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the Party having the difficulty.

ARTICLE XI.
Notices

11.01 Method of Notice. Any notice to be given hereunder by a Party to another Party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested or by e-mail, to the addresses set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed or when delivered by e-mail.

Any notice mailed to the City shall be addressed:

City of Bastrop
Attn: City Manager
1311 Chestnut Street
Bastrop, Texas 78602
Phone: (512) 332-8800
E-mail: phofmann@cityofbastrop.org

with copy to:

Bojorquez Law Firm, PC

Attn: Alan Bojorquez
11675 Jollyville Road, Suite 300
Austin, Texas 78746
Telephone: (512) 250-0411
Email: alan@texasmunicipallawyers.com

Any notice mailed to Owner shall be addressed:

Bastrop Colorado Bend, LLC
Attn: Alton Butler
12224 Montague Street
Pacoima, California 91331
Email: altonbutler@line204.com

With copy to:

McLean & Howard, LLP
Attn: Bill McLean
901 S. Mopac Expressway
Building II, Suite 225
Austin, Texas 78746
Telephone: (512) 328-2008
Email: bmclean@mcleanhowardlaw.com

and

David Heckler
2218 Race Street
Philadelphia, PA 19103
Telephone: 610.937.0077
Email: dheckler@watchdogpm.com

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

ARTICLE XII.
Miscellaneous Provisions

12.01 Waiver of Alternative Benefits. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. The Parties further acknowledge the City and Owner voluntarily elected the benefits and obligations of this Agreement, as opposed to the benefits available were Owner to have elected to develop the Property without the benefits and obligations of this Agreement, pursuant to and in compliance with the applicable City Code. Therefore, save and except the right to enforce the

obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Owner hereby waives any and all claims or causes of action Owner may have for or with respect to any duty or obligation undertaken by Owner pursuant to this Agreement, including any benefits that may have been otherwise available to Owner but for this Agreement. Owner specifically releases any equitable or legal claim that it may have against the City regarding, or with respect to, the duty or obligation of the Owner to install or construct any project or obligation undertaken by Owner pursuant to this Agreement. The foregoing notwithstanding, the Owner specifically does not waiver or release any claim or cause of action that Owner may have as a result of the City's breach of its agreements hereunder, including its agreement to reimburse the Reimbursable Costs as provided herein.

12.02 Entire Agreement and Amendment. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.

12.03 Resolution of Conflicts. Notwithstanding anything in this Agreement to the contrary, the following hierarchy shall apply in resolving conflicts between development requirements: (i) the Project Approvals, (ii) the Concept Plan, (iii) this Agreement, and (iv) the Applicable Regulations and City Code.

12.04 No Joint Venture. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the City's ETJ pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

12.05 No Third Party Beneficiary. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Owner.

12.06 Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement, or the application thereof to any person or circumstance, shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall be not be affected thereby.

12.07 Effective Date. The Effective Date of this Agreement is the defined date set forth in the first paragraph.

12.08 Texas Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Bastrop County, Texas. Venue shall lie exclusively in the State District Courts of Bastrop County, Texas.

12.09 Timely Performance. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

12.10 Exhibits. The following Exhibits to this Agreement are incorporated herein by reference for all purposes:

Exhibit A	Property
Exhibit B	Concept Plan
Exhibit C	Informational Land Plan
Exhibit D	Annexation Petition
Exhibit E	Municipal Services Agreement
Exhibit F	Project Approvals
Exhibit G	Dedicated ROW
Exhibit H	Water Line Project and Wastewater Line Project

[Signature pages follow]

EXECUTED in multiple originals, and in full force and effect as of the Effective Date.

CITY:

City of Bastrop, Texas
a Texas home-rule municipal corporation

Attest:

By: _____
Name: Ann Franklin
Title: City Secretary

By: _____
Name: Paul A. Hofmann
Title: City Manager

THE STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me on this 2nd day of July, 2021, by Paul A. Hofmann, City Manager of the City of Bastrop, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

ANN FRANKLIN
Notary ID #4113239
My Commission Expires
October 17, 2022

_____
Notary Public, State of Texas

OWNER:

BASTROP COLORADO BEND, LLC,
a Texas limited liability company

Alton Butler, Manager

THE STATE OF CALIFORNIA §

COUNTY OF Los Angeles §

This instrument was acknowledged before me on the 16th day of June 2021, by Alton Butler, Manager of Bastrop Colorado Bend, LLC, a Texas limited liability company, on behalf of said limited liability company for the purposes set forth herein.

Tina Marie Rosas
Notary Public, State of California

(SEAL)

TINA MARIE ROSAS
Notary Public - California
Los Angeles County
Commission # 2310173
My Comm. Expires Nov 19, 2023

EXHIBIT A
PROPERTY

FIELD NOTES

BEING ALL OF THAT CERTAIN 546.364 ACRE TRACT OF LAND SITUATED IN THE STEPHEN F. AUSTIN SURVEY, ABSTRACT NUMBER 2, BASTROP COUNTY, TEXA5, BEING MORE PARTICULARY DESCRIBED AS BEING ALL OF A CALLED 551.957 ACRE TRACT OF LAND CONVEYED TO BASTROP 552, LLLP. IN VOLUME 1694, PAGE 31, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, SAID 546.364 ACRE TRACT OF LAND, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found at an eastern corner of said 551.957 acre tract, being at the intersection of the north right-of-way line of Margie's Way (60' R.O.W.) and the west right-of-way line of Lovers Lane (R.O.W. Varies), for an easter corner and the **POINT OF BEGINNING** for the herein described tract,

THENCE, N77°48'10"W, with a southern line of said 551.957 acre tract, the north line of said Margie's Way, the north line of River Meadows, Phase 1, a subdivision recorded in Cabinet 4, Slide 16-B, Plat Records of Bastrop County, Texas, and the north line of River Meadows, Phase 2, a subdivision recorded in Cabinet 4, slide 89-B, Plat Records of Bastrop County, Texas, a distance of 3012.19 feet to a 1/2 inch iron rod found at an interior corner of said 551.957 acre tract, being at the northwest corner of Lot 34, said River Meadows, Phase 2, for an interior corner of the herein described tract of land,

THENCE, S12°59'16"W, with an eastern line of said 551.957 acre tract, the west line of said River Meadows, Phase 2, the west line of a called 45.088 acre tract of land conveyed to Palm Properties, LLC. in Document Number 201700307, Official Public Records of Bastrop County, Texas, the west line of a called 9.00 acre tract of land conveyed to Stephanie and Christopher Kennedy in Document Number 201711276, Official Public Records of Bastrop County, Texas, and the west line of El Camino Real Estates, a subdivision recorded in Cabinet 1, Slide 139-B, Plat Records of Bastrop County, Texas, passing at a distance of 3881.20 feet a 1/2 inch iron rod found at the southwest corner of said 9.00 acre tract of land, being at the northern terminus of El Camino River Road (50' R.O.W.), passing at a distance of 4554.28 feet a 1/2 inch iron rod found for reference in the east line of said 5S1.957 acre tract, being in the west line of Lot 1, said El Camino Real Estates, and continuing for a total distance of 4594.87 feet to a calculated point at the southeast corner of said 551.957 acre tract, being at the top of low bank of the Colorado River as located on March 1, 2021, for the southeast corner of the herein described tract of land,

THENCE, with the common line of said 551.957 acre tract and the top of low bank of the Colorado River, the following thirty-four (34) courses and distances, numbered 1 through 34,

1) N89°46'39"W, a distance of 230.10 feet to a calculated point for corner,
2) N86°00'39"W, a distance of 389.82 feet to a calculated point for corner,
3) N85°51'37"W, a distance of 322.79 feet to a calculated point for corner,
4) N79°11'56"W, a distance of 129.30 feet to a calculated point for corner,
5) N60°38'48"W, a distance of 240.72 feet to a calculated point for corner,
6) N49°55'01"W, a distance of 211.62 feet to a calculated point for corner,
7) N39°18'26"W, a distance of 218.23 feet to a calculated point for corner,
8) N18°32'25"W, a distance of 310.28 feet to a calculated point for corner,
9) N17°16'22"W, a distance of 618.43 feet to a calculated point for corner,
10) N10°50'27"W, a distance of 1006.85 feet to a calculated point for corner,
11) N03°26'28"E, a distance of 374.96 feet to a calculated point for corner,
12) N19°02'44"W, a distance of 590.19 feet to a calculated point for corner,
13) N08°20'37"W, a distance of 445.61 feet to a calculated point for corner,
14) N04°27'12"W, a distance of 972.32 feet to a calculated point for corner,

15) N23°56'49"E, a distance of 405.92 feet to a calculated point for corner,
16) N31°55'03"E, a distance of 492.65 feet to a calculated point for corner,
17) N42°19'52"E, a distance of 761.71 feet to a calculated point for corner,
18) N24°20'02"E, a distance of 76.48 feet to a calculated point for corner,
19) N76°42'21"E, a distance of 215.54 feet to a calculated point for corner,
20) S82°26'37"E, a distance of 136.05 feet to a calculated point for corner,
21) S71°34'16"E, a distance of 245.56 feet to a calculated point for corner,
22) S84°53'14"E, a distance of 113.77 feet to a calculated point for corner,
23) S82°27'35"E, a distance of 66.95 feet to a calculated point for corner,
24) S76°43'02"E, a distance of 57.36 feet to a calculated point for corner,
25) S57°42'57"E, a distance of 45.23 feet to a calculated point for corner,
26) S41°47'14"E, a distance of 98.85 feet to a calculated point for corner,
27) S86°03'31"E, a distance of 334.43 feet to a calculated point for corner,
28) S89°43'45"E, a distance of 427.61 feet to a calculated point for corner,
29) N85°04'35"E, a distance of 461.81 feet to a calculated point for corner,
30) N81°27'34"E, a distance of 508.87 feet to a calculated point for corner,
31) N73°46'29"E, a distance of 913.85 feet to a calculated point for corner,
32) N58°31'45"E, a distance of 629.23 feet to a calculated point for corner,
33) N71°38'34"E, a distance of 1234.21 feet to a calculated point for corner, and
34) N70°58'40"E, a distance of 849.49 feet to a calculated point at the northeast corner of said 551.957 acre tract, being at the top of low bank of the Colorado River, same being at the apparent northwest corner of a called 5.098 acre tract of land conveyed to James and Cindy Mikulenka in Volume 2336, Page 69, Official Public Records of Bastrop County, Texas, for the northeast corner of the herein described tract of land,

THENCE, S10°27'05"W, with the common line of said 5.098 acre tract and said 551.957 acre tract, passing at a distance of 100.00 feet a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for reference, and continuing for a total distance of 465.77 feet to a 1/2 inch iron rod found at the southwest corner of said 5.098 acre tract, being in a northern line of said Lovers Lane,

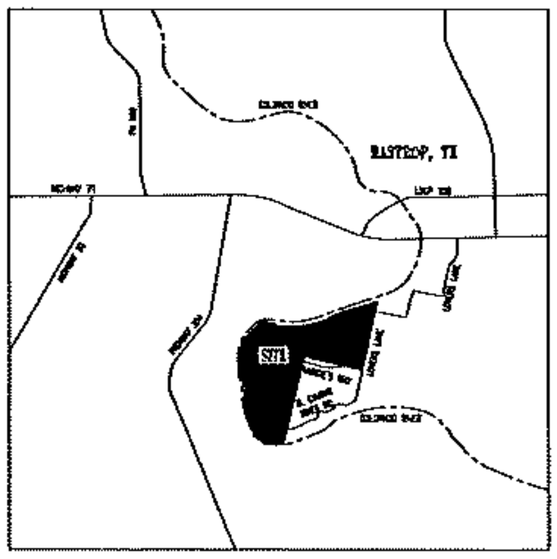
THENCE, S10°55'05"W, with the common line of said 551.957 acre tract and said Lovers Lane, a distance of 3056.71 feet to the **POINT OF BEGINNING** and containing 546.364 acres of land.

Surveyed by: _____

AARON V. THOMASON, RPLS NO. 6214
Carlson, Brigance and Doering, Inc.
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165
aaron@cbdeng.com

BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203)

ALTA SURVEY OF 546.364 ACRES SITUATED IN THE STEPHEN F. AUSTIN SURVEY, ASBTRACT NUMBER 2, BASTROP COUNTY, TEXAS, BEING ALL OF THAT CALLED 551.957 ACRE TRACT OF LAND CONVEYED TO BASTROP 552, LLLP. IN VOLUME 1694, PAGE 31, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS.



SCALE: 1" = 400'

LEGEND

COLORADO RIVER

STEPHEN F. AUSTIN SURVEY, ABSTRACT NO. 2

POINT OF BEGINNING

546.364 ACRES
BASTROP 552, LLLP.
(551.957 ACRES)
VOL. 1694, PG. 31

DETAIL
SCALE: 1"=40'

SHED

COLORADO RIVER

Line Table		
Line #	Length	Direction
L1	230.10	N66°46'28"E
L2	388.82	N66°00'28"E
L3	322.29	N65°51'37"E
L4	129.50	N79°11'56"E
L5	249.22	N63°36'49"E
L6	211.82	N47°55'57"E
L7	218.23	N38°18'28"E
L8	316.29	N1°41'52"E
L9	818.43	N11°16'22"E
L10	1008.85	N10°57'27"E
L11	374.56	N08°28'18"E
L12	560.18	N10°27'44"E
L13	445.61	N08°23'37"E
L14	972.32	N04°27'12"E
L15	426.82	N03°56'45"E
L16	432.65	N03°55'59"E
L17	791.29	N02°18'32"E
L18	28.48	N01°25'09"E
L19	215.54	N01°41'22"E
L20	130.25	S88°28'58"E
L21	245.58	S71°34'41"E
L22	113.77	S66°53'19"E
L23	84.95	S82°27'35"E
L24	57.36	S78°43'27"E
L25	45.23	S57°47'57"E
L26	84.86	S41°47'11"E
L27	354.43	S38°53'31"E
L28	427.61	S38°45'45"E
L29	431.81	N85°56'35"E
L30	508.87	N81°27'34"E
L31	913.85	N73°45'39"E
L32	629.23	N68°31'45"E
L33	1134.21	N71°38'34"E
L34	842.40	N70°56'40"E

Line Table		
Line #	Length	Direction
L35	27.56	N19°49'21"E
L36	126.25	S86°28'58"E
L37	245.58	S71°34'41"E
L38	110.77	S66°53'19"E
L39	86.86	S82°27'35"E
L40	57.36	S78°43'27"E
L41	45.23	S57°47'57"E
L42	84.86	S41°47'11"E
L43	354.43	S38°53'31"E
L44	427.61	S38°45'45"E
L45	431.81	N85°56'35"E
L46	508.87	N81°27'34"E
L47	913.85	N73°45'39"E
L48	629.23	N68°31'45"E
L49	1134.21	N71°38'34"E
L50	842.40	N70°56'40"E

FIELD NOTES

BEING ALL OF THAT CERTAIN 546.364 ACRE TRACT OF LAND SITUATED IN THE STEPHEN F. AUSTIN SURVEY, ABSTRACT NUMBER 2, BASTROP COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING ALL OF A CALLED 551.957 ACRE TRACT OF LAND CONVEYED TO BASTROP 552, LLLP. IN VOLUME 1694, PAGE 31, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS. SAID 546.364 ACRE TRACT OF LAND, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD FOUND AT AN EASTERN CORNER OF SAID 551.957 ACRE TRACT, BEING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF BRUCE'S WAY (R.O.W. VARIES) AND THE WEST RIGHT-OF-WAY LINE OF LOVERS LANE (R.O.W. VARIES), FOR AN EASTER CORNER AND THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED TRACT,

THENCE, N77°41'08"W, WITH A SOUTH-ERN LINE OF SAID 551.957 ACRE TRACT, THE NORTH LINE OF SAID BRUCE'S WAY, THE NORTH LINE OF RIVER MEADOWS, PHASE 1, A SUBDIVISION RECORDED IN CABINET 4, SLIDE 164-B, PLAT RECORDS OF BASTROP COUNTY, TEXAS, AND THE NORTH LINE OF RIVER MEADOWS, PHASE 2, A SUBDIVISION RECORDED IN CABINET 4, SLIDE 88-B, PLAT RECORDS OF BASTROP COUNTY, TEXAS, A DISTANCE OF 3012.15 FEET TO A 1/2 INCH IRON ROD FOUND AT AN INTERIOR CORNER OF SAID 551.957 ACRE TRACT, BEING AT THE NORTHWEST CORNER OF LOT 34, SAID RIVER MEADOWS, PHASE 2, FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

[redacted]

THENCE, WITH THE COMMON LINE OF SAID 551.957 ACRE TRACT AND THE TOP OF LOW BANK OF THE COLORADO RIVER, THE FOLLOWING THIRTY-FOUR (34) COURSES AND DISTANCES, NUMBERED 1 THROUGH 34;

1) N66°46'28"E, A DISTANCE OF 230.10 FEET TO A CALCULATED POINT FOR CORNER,
2) N66°00'28"E, A DISTANCE OF 388.82 FEET TO A CALCULATED POINT FOR CORNER,
3) N65°51'37"E, A DISTANCE OF 322.29 FEET TO A CALCULATED POINT FOR CORNER,
4) N79°11'56"E, A DISTANCE OF 129.50 FEET TO A CALCULATED POINT FOR CORNER,
5) N63°36'49"E, A DISTANCE OF 249.22 FEET TO A CALCULATED POINT FOR CORNER,
6) N47°55'57"E, A DISTANCE OF 211.82 FEET TO A CALCULATED POINT FOR CORNER,
7) N38°18'28"E, A DISTANCE OF 218.23 FEET TO A CALCULATED POINT FOR CORNER,
8) N1°41'52"E, A DISTANCE OF 316.29 FEET TO A CALCULATED POINT FOR CORNER,
9) N11°16'22"E, A DISTANCE OF 818.43 FEET TO A CALCULATED POINT FOR CORNER,
10) N10°57'27"E, A DISTANCE OF 1008.85 FEET TO A CALCULATED POINT FOR CORNER,
11) N08°28'18"E, A DISTANCE OF 374.56 FEET TO A CALCULATED POINT FOR CORNER,
12) N10°27'44"E, A DISTANCE OF 560.18 FEET TO A CALCULATED POINT FOR CORNER,
13) N08°23'37"E, A DISTANCE OF 445.61 FEET TO A CALCULATED POINT FOR CORNER,
14) N04°27'12"E, A DISTANCE OF 972.32 FEET TO A CALCULATED POINT FOR CORNER,
15) N03°56'45"E, A DISTANCE OF 426.82 FEET TO A CALCULATED POINT FOR CORNER,
16) N03°55'59"E, A DISTANCE OF 432.65 FEET TO A CALCULATED POINT FOR CORNER,
17) N02°18'32"E, A DISTANCE OF 791.29 FEET TO A CALCULATED POINT FOR CORNER,
18) N01°25'09"E, A DISTANCE OF 28.48 FEET TO A CALCULATED POINT FOR CORNER,
19) N01°41'22"E, A DISTANCE OF 215.54 FEET TO A CALCULATED POINT FOR CORNER,
20) S88°28'58"E, A DISTANCE OF 130.25 FEET TO A CALCULATED POINT FOR CORNER,
21) S71°34'41"E, A DISTANCE OF 245.58 FEET TO A CALCULATED POINT FOR CORNER,
22) S66°53'19"E, A DISTANCE OF 113.77 FEET TO A CALCULATED POINT FOR CORNER,
23) S82°27'35"E, A DISTANCE OF 84.95 FEET TO A CALCULATED POINT FOR CORNER,
24) S78°43'27"E, A DISTANCE OF 57.36 FEET TO A CALCULATED POINT FOR CORNER,
25) S57°47'57"E, A DISTANCE OF 45.23 FEET TO A CALCULATED POINT FOR CORNER,
26) S41°47'11"E, A DISTANCE OF 84.86 FEET TO A CALCULATED POINT FOR CORNER,
27) S38°53'31"E, A DISTANCE OF 354.43 FEET TO A CALCULATED POINT FOR CORNER,
28) S38°45'45"E, A DISTANCE OF 427.61 FEET TO A CALCULATED POINT FOR CORNER,
29) N85°56'35"E, A DISTANCE OF 431.81 FEET TO A CALCULATED POINT FOR CORNER,
30) N81°27'34"E, A DISTANCE OF 508.87 FEET TO A CALCULATED POINT FOR CORNER,
31) N73°45'39"E, A DISTANCE OF 913.85 FEET TO A CALCULATED POINT FOR CORNER,
32) N68°31'45"E, A DISTANCE OF 629.23 FEET TO A CALCULATED POINT FOR CORNER,
33) N71°38'34"E, A DISTANCE OF 1134.21 FEET TO A CALCULATED POINT FOR CORNER, AND
34) N70°56'40"E, A DISTANCE OF 842.40 FEET TO A CALCULATED POINT AT THE NORTHEAST CORNER OF SAID 551.957 ACRE TRACT, BEING AT THE TOP OF LOW BANK OF THE COLORADO RIVER, SAME BEING AT THE APPARENT NORTHWEST CORNER OF A CALLED 5.048 ACRE TRACT OF LAND CONVEYED TO JAMES AND CINDY MCKELVEY IN VOLUME 2338, PAGE 85, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, S19°17'03"E, WITH THE COMMON LINE OF SAID 5.048 ACRE TRACT AND SAID 551.957 ACRE TRACT, PASSING AT A DISTANCE OF 150.30 FEET A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SURVEY" FOR REFERENCE, AND CONTINUING FOR A TOTAL DISTANCE OF 455.72 FEET TO A 1/2 INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID 5.048 ACRE TRACT, BEING IN A NORTHERN LINE OF SAID LOVERS LANE,

THENCE, S14°25'55"W, WITH THE COMMON LINE OF SAID 551.957 ACRE TRACT AND SAID LOVERS LANE, A DISTANCE OF 3056.71 FEET TO THE POINT OF BEGINNING AND CONTAINING 546.364 ACRES OF LAND.

NOTE:
A PORTION OF THE LEGALLY DESCRIBED PROPERTY IS WITHIN A SPECIAL FLOOD HAZARD AREA AS DESIGNATED BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP NUMBER 4801160005B FOR BASTROP COUNTY, TEXAS, DATED JANUARY 19, 2000, AND REVISED BY LOMR - 12-06-0875P, DATED NOVEMBER 19, 2012.

BENCHMARK
TBM-1:
1/2 INCH IRON ROD SET STAMPED "CONTROL POINT"
NORTH:13,931,133, EAST:2,943,671.84 (NAD83)
371.25' (NAVD88)

According to the Title Commitment G.F. No. T-141384, Effective Date December 28, 2020:

This tract of land is subject to the following:

12. The following matters and all terms of the document creating or offering evidence of the matters:

a. A drainage easement granted to the City of Bastrop as described in Document Number 201505013, Official Public Records of Bastrop County, Texas. (Shown Hereon)

According to the Title Commitment G.F. No. T-141384, Effective Date December 28, 2020:

This tract of land is not subject to the following:

11. The following matters and all terms of the documents creating or offering evidence of the matters:

a. An electric facilities easement granted to Bluebonnet Electric Cooperative, Inc. as described in Volume 1114, Page 751, Official Public Records of Bastrop County, Texas. (North of Property)

TO: ASPC, LLC., BASTROP 552, LLLP, AND TITLE RESOURCES GUARANTY COMPANY.
GF# T-141384, EFFECTIVE: DECEMBER 28, 2020

STATE OF TEXAS:
COUNTY OF BASTROP:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS.
FIELD WORK COMPLETED : 11TH DAY OF MARCH, 2021
MAP DATE: THIS THE 23RD DAY OF MARCH, 2021

AARON V. THOMASON, R.P.L.S. NO. 6214
CARLSON, BRIGANCE, AND DOERING
5501 WEST WILLIAM CANNON
AUSTIN, TX 78749
PH: 512-282-0170
AARON@CBDINC.COM

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

Carlson, Brigance & Doering, Inc.
FIRM ID F-3791 • STATE # 10024900
Civil Engineering • Surveying
5501 West William Cannon • Austin, Texas 78749
Phone No. (512) 280-5160 • Fax No. (512) 280-5165

J:\AC30\5067\Survey\5067 - ALTA SURVEY - 546.364 ACRES - COLORADO BEND

EXHIBIT B
CONCEPT PLAN

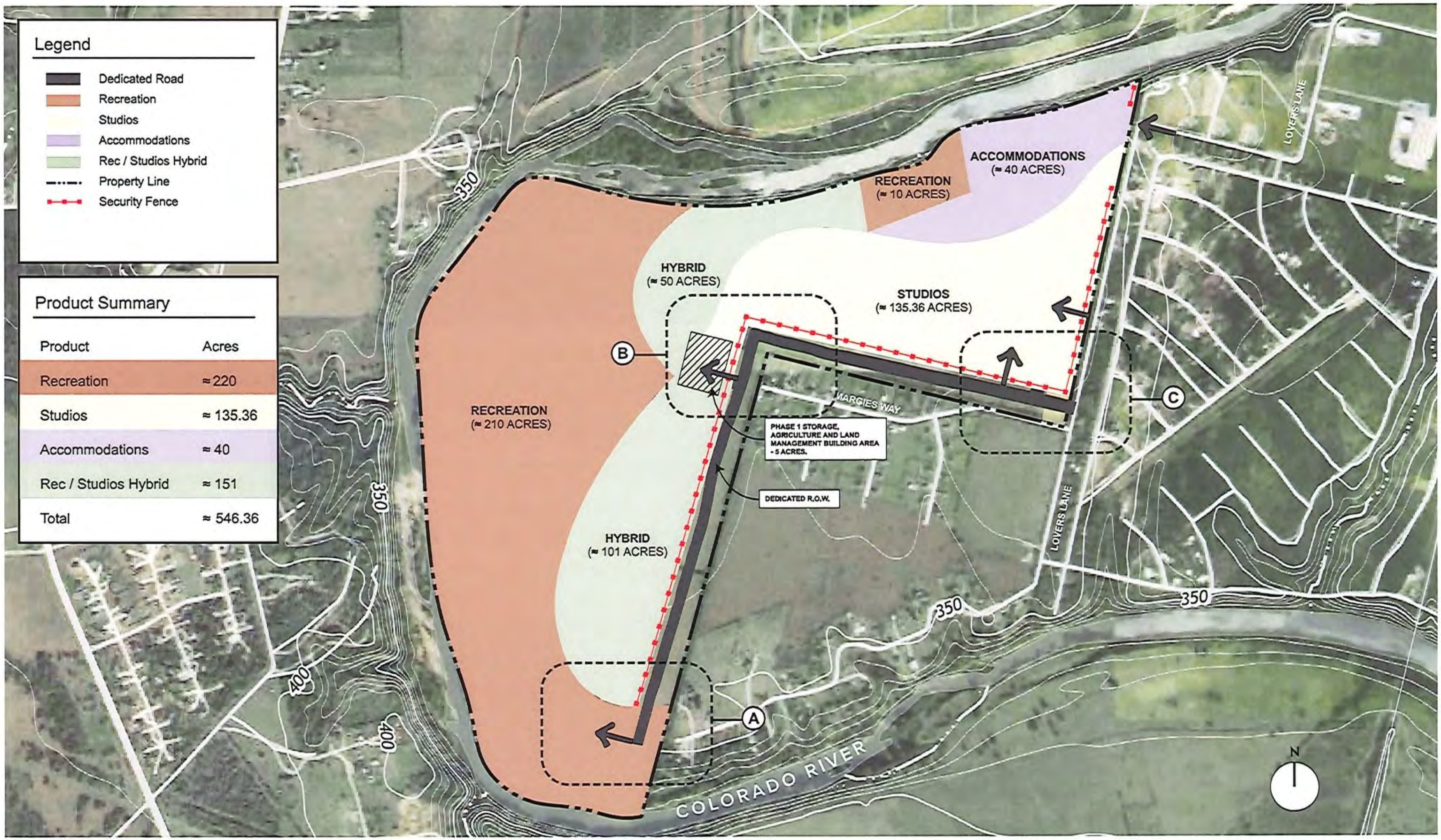


EXHIBIT B - CONCEPT PLAN

LEGEND

- NEW LANDSCAPE BAND: TREES, SHRUBS, GRASS
- MONUMENT SIGN
- NEWLY DEDICATED 55'-6" R.O.W.
- NEW BERM + PROPERTY WALL
- 60' UTILITY/ DRAINAGE EASMENT
- RANCH FENCE





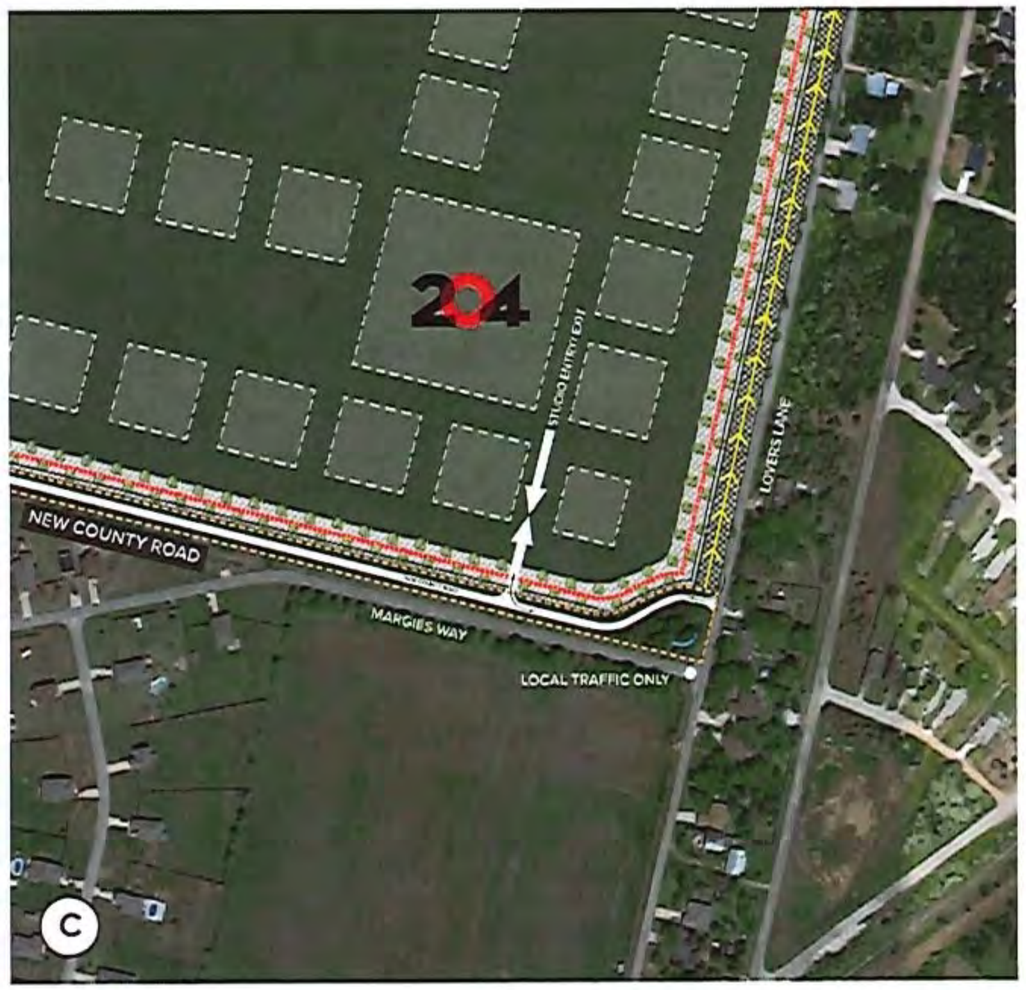


EXHIBIT B - CONCEPT PLAN

PERMITTED LAND USES

** All uses below are permitted in support of the Project*

STUDIO	HOUSING	RECREATION	HYBRID
Accessory Building (non-residential)	Caretaker's / Guard's Residence	Alcoholic Beverage Establishment (beer/wine/liquor)	Agricultural: Farm, Ranch, Crops / Orchard
Auto Laundry / Car Wash	Garage / Accessory Dwelling	Amusement Arcade (outdoor)	Emergency Services
Flex Space	Multi-family Dwelling (apartment, quadraplex)	Baker / Confectionary Shop (Commissary)	Nature Conservation
Heavy Machinery Sales Storage	Patio Homes	Campground	All allowable uses in Studio
Offices	Short-term rental units	Country Club	All allowable uses in Recreation
Parking Lot / Structure	Single-family Dwelling (attached and detached)	Dude Ranch	
Parking Lot Truck / Trailers	Townhomes	Fairgrounds / Exhibition Area	
Radio/TV broadcasting without Tower		Food/Beverage Sales	
Sound Stages		Food Trucks	
Studio / Decorator / Artist		Golf Course	
Studio / Health / Reducing Service		Hotel/Motel	
Studio / Music / Dance / Drama		Indoor Entertainment	
Tool / Light Equipment Rental (indoor)		Market	
Warehousing / Storage Facilities		Outdoor Entertainment	
Welding / Machine Shop		Park / Playground	
		Private Club	
		Restaurant / Cafeteria (no drive-thru)	
		Retail Shop / Apparel / Gift / Accessory similar	
		RV Park	
		Stable	
		Swimming Pools	
		Theater (open drive-in)	
		Theater / Playhouse (indoor)	

DEVELOPMENT STANDARDS

STREETS
Local Connector: Rural (perimeter *)
** Aligned along property boundary*

PARKING REGULATIONS
Not applicable

SIGNAGE
Applicable only to signage visible from the public ROW

PEDSTRIAN SHEDS
Not applicable

CIVIC SPACE
Not applicable

ENCROACHMENTS
Not applicable

TREE MITIGATION
Required only for trees 26" or greater on Preferred Plant List

BUILDING TYPES (PERMITTED)
Commercial
Rowhouse
Courtyard House
Ranch House , Villa
House
Duplex
Triplex, Fourplex

LOT OCCUPATION
80% Impervious Cover maximum
Building frontage varies (no min.)
Built-do Line varies (no min.)

BUILDING HEIGHT
* 60 feet max height for Principal Building
* Blue and green screen for production purposes shall not be considered a "building", and shall not be limited as to height

FAÇADE
Façade requirement for the Frontage Line shall not apply

BLOCKS
Block length varies (no max.)
Block perimeter varies (no max.)

SEC. 7.3.013 LOCAL CONNECTOR STREET: RURAL STREET



EXHIBIT C
INFORMATIONAL LAND PLAN

Legend

- 1 ENTRY GATE
- 2 ACCOMMODATIONS
  - 2.1) Modern Rentals
  - 2.2) Working Accommodations
  - 2.3) Future Motor Home Coach Parking
  - 2.4) Campground
- 3 SOUND STAGES
- 4 WAREHOUSES
- 5 OFFICES
- 6 FLEX PAD
- 7 CLUB HOUSE
- 8 GOLF COURSE
- 9 CONCERT VENUE
- 10 EMERGENCY SERVICES / COMMISSARY
- 11 SERVICES / ACCOMMODATIONS
- 12 BEACH
- 13 HARBOR
- 14 RANCH
- 15 NATURE CONSERVATION
- 16 WATER TOWER
- 17 BACK LOT MOVIE SETS
  - 17.1) Wisteria Lane
  - 17.2) Middle East St
  - 17.3) NY Street
  - 17.4) Western Town
  - 17.5) Lake
  - 17.6) Blue Wall with Pool
  - 17.7) Green Wall
- 18 AGRICULTURE & LAND MGMNT AREA
- P PARKING
- NEW LANDSCAPING



EXHIBIT C: INFORMATIONAL LAND PLAN

EXHIBIT D
ANNEXATION PETITION

EXHIBIT D

ANNEXATION PETITION

STATE OF TEXAS §
§
COUNTY OF BASTROP §

REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF BASTROP FOR ANNEXATION OF PROPERTY

WHEREAS, the undersigned is the owner of a certain tract of property located within Bastrop County, Texas, such property more particularly described hereinafter by true and correct legal description (referred to herein as the "**Property**");

WHEREAS, the undersigned has sought the annexation of the Property by the City of Bastrop, Texas (hereinafter sometimes referred to as "**City**"), to obtain the benefits of City services to the Property by the City;

WHEREAS, the Property is contiguous and adjacent to the corporate limits of the City;

WHEREAS, the City, pursuant to *§43.0671, Tex. Loc. Gov't. Code* and the request of the owner, is authorized to annex the Property; and

WHEREAS, the undersigned agrees and consents to the annexation of the Property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

NOW, THEREFORE, the undersigned by this Request and Petition:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Bastrop, Texas, of all portions of the Property, including the abutting streets, roadways, and rights-of-way, not previously annexed into the City and further described as follows:

> Being all that certain _____ tract of land situated in the Stephen F. Austin Survey, Abstract Number 2, Bastrop County, Texas, being more particularly shown and described in the Exhibit A attached hereto and incorporated herein for all purposes.

SECTION TWO: Requests that after annexation the City provide such services as are legally permissible and provided by the City, including the general governmental services as set forth in the municipal services plan.

SECTION THREE: Acknowledges and represents having received, read and understood the attached "draft" Service Plan, attached hereto as Exhibit B, (proposed to be applicable to and adopted for the Property) and that such "draft" Service Plan is wholly adequate and acceptable to the undersigned who hereby request the City Council to proceed with the annexation and

preparation of a final Municipal Service Plan and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understands and agrees that all City services to the Property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Municipal Service Plan.

SECTION FIVE: Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Bastrop and in the real property records of Bastrop County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the subject property.

FILED, this ___ day of _____ 20___, with the City Secretary of the City of Bastrop, Bastrop County, Texas.

Petitioner:

BASTROP COLORADO BEND, LLC,
a Texas limited liability company

_____
Alton Butler, Manager

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Alton Butler, Manager of Bastrop Colorado Bend, LLC, a Texas limited liability company, and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___ day of _____, 20____.

(SEAL)

_____
Notary Public-State of Texas

EXHIBIT E
MUNICIPAL SERVICES AGREEMENT

EXHIBIT E
MUNICIPAL SERVICES AGREEMENT

MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF BASTROP, TEXAS AND BASTROP COLORADO BEND, LLC

This Municipal Services Agreement ("**Agreement**") is entered into on this ____ day of, _____ 20____ by and between the City of Bastrop, Texas, a home rule municipality of the State of Texas ("**City**"), and Bastrop Colorado Bend, LLC, a Texas limited liability company ("**Owner**"). In this Agreement, City and Owner are sometimes individually referred to as a "*Party*" and collectively referred to as the "*Parties*".

RECITALS

The Parties agree that the following recitals are true and correct and form the basis upon which the Parties have entered into this Agreement.

WHEREAS, Owner owns certain parcels of land situated in Bastrop County, Texas, which consists of approximately _____ acres of land situated in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("**Property**");

WHEREAS, Owner has entered into a Development Agreement with the City pursuant to Section 212.172 of Texas Local Government Code ("Development Agreement"), requesting full-purpose annexation of the Property;

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, more specifically described in Exhibit A.

2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. **MUNICIPAL SERVICES.** Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable City ordinances, the approved Development Agreement

executed by the City Manager on the ___ day of _____, 20____, and all approved rules, regulations, and policies.

The City hereby declares the following services to be made available to the Property and its Owner(s):

a. **Police Services.** The City provides municipal police protection through a City Police Department and will provide the service to the area once annexed.

b. **Fire Services.** This area is within the ESD #2 Service Area. The City of Bastrop Fire Department will provide aid through the Automatic Aid Agreement with ESD #2. Radio response for Emergency Medical Services will be provided with the present personnel and equipment.

c. **Building Inspection/Code Enforcement Services.** The City of Bastrop will provide building inspection and code enforcement services upon annexation.

d. **Libraries.** Bastrop Public Library provides library services.

e. **Environmental Health & Health Code Enforcement.** Complaints of ordinance or regulation violations within this area will be answered and investigated by City personnel, beginning with the effective date of the annexation ordinance.

f. **Planning & Zoning.** The planning and zoning jurisdiction of the City will be extended to this area on the effective date of the annexation ordinance. Pursuant to the Development Agreement, the Parties anticipate and desire for the Property to be zoned EC (Employment Center), or in a manner that is not inconsistent with land uses provided in the Development Agreement, following the effective date of the annexation ordinance and in accordance with the process and procedures applicable to all other properties within the City. Notwithstanding the foregoing, the Property shall be entitled to be developed with the land uses as more specifically provided in the Development Agreement. All services provided by the City will be extended to the area on the effective date of the annexation ordinance.

g. **Parks & Recreation.** All services and amenities associated with the City's Parks and Recreation activities will extend to this area on the effective date of the annexation ordinance.

h. **Street & Drainage Maintenance.** The City will provide street and drainage maintenance to public streets in the area in accordance with standard City policy as the area develops.

i. **Street Lighting.** The City will provide street lighting to the area in any public right-of-way in accordance with standard City Policy as the area develops.

j. **Traffic Engineering.** The City will provide, as appropriate, street names signs, traffic control devices, and other traffic system design improvements to the area.

k. **Sanitation/Solid Waste Collection & Disposal.** The City does not directly provide municipal sanitation/solid waste collection and disposal services. However, the City has granted an exclusive franchise for these services to Progressive Waste Solutions of TX d/b/a Waste Connections of Texas, which will be notified of all newly-annexed parcels.

l. **Water Service.** The area to be annexed will be served water by the City of Bastrop. Subject to related agreements between the City and Owner, extension of services to serve the site will be at the Owner's expense.

m. **Sewer Service.** The area to be annexed will be served by wastewater service by the City of Bastrop. Subject to related agreements between the City and Owner, extension of services to serve the site will be at the Owner's expense.

n. **Miscellaneous.** All other applicable municipal services will be provided to the area in accordance with policies established by the City.

It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

5. **SCHEDULE.** Due to the size and vacancy of the Property, the plans, and schedule for the development of the Property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Agreement:

a. **Water.** Water service and maintenance of water facilities as follows:

i. Inspection of water distribution lines as provided by statutes of the State of Texas.

ii. The City intends to provide water services to the Property pursuant to the Development Agreement, and the terms of the Development Agreement applicable to water service are incorporated herein by reference. Save and except as provided in the Development Agreement, the City will provide water service in accordance with the applicable ordinances, rules, regulations, and policies of the City in effect from time to time for the extension of water service. The Owner shall construct the internal water lines and, subject to related agreements, pay the costs of line extension and construction of such facilities necessary to provide water service to the Property as required in City ordinances. Upon acceptance of off-site improvements required by the Development Agreement, water service will be provided by the City utility department on the same terms, conditions and

requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The water system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. In the event of a conflict between this Municipal Services Plan and the Development Agreement for the Property, the terms and provisions of the Development Agreement shall govern and control.

b. Wastewater. Wastewater service and maintenance of wastewater facilities as follows:

i. Inspection of sewer lines as provided by statutes of the State of Texas.

ii. The City intends to provide wastewater services to the Property pursuant to the Development Agreement, and the terms of the Development Agreement applicable to wastewater service are incorporated herein by reference. Save and except as provided in the Development Agreement, the City will provide wastewater service in accordance with the applicable rules and regulations for the provision of wastewater service in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. The Owner shall construct the internal wastewater lines and, subject to related agreements, pay the costs of line extension and construction of facilities necessary to provide wastewater service to the Property as required in City ordinances. Upon acceptance of any off-site improvements required by the Development Agreement, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. In the event of a conflict between this Municipal Services Plan and the Development Agreement for the Property, the terms and provisions of the Development Agreement shall govern and control.

6. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement.

7. **SEVERABILITY.** If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term

or provision declared illegal, invalid or unenforceable.

8. **INTERPRETATION.** The Parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The Parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

9. **GOVERNING LAW AND VENUE.** This Agreement aud all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Bastrop County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Bastrop County, Texas.

10. **NO WAIVER.** The failure of either Party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

11. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

12. **COUNTERPARTS**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

13. **CAPTIONS**. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

14. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND**. This Agreement is binding on and inures to the benefit of the Parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

15. **ENTIRE AGREEMENT.** It is understood and agreed that this Agreement contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements or understandings between the Parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

[The remainder of this page intentionally left blank.]

EXECUTED in multiple originals, and in full force and effect as of the Effective Date.

CITY:

City of Bastrop, Texas
a Texas home-rule municipal corporation

Attest:

By:_____
Name: Ann Franklin
Title: City Secretary

By:_____
Name: Paul A. Hofmann
Title: City Manager

THE STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me on this ____ day of _____, 2021, by Paul A. Hofmann, City Manager of the City of Bastrop, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

_____
Notary Public, State of Texas

OWNER:

BASTROP COLORADO BEND, LLC,
a Texas limited liability company

_____
Alton Butler, Manager

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____ 2021, by Alton Butler, Manager of Bastrop Colorado Bend, LLC, a Texas limited liability company, on behalf of said limited liability company for the purposes set forth herein.

(SEAL)

_____
Notary Public, State of Texas

EXHIBIT F
PROJECT APPROVALS

EXHIBIT F
PROJECT APPROVALS

In addition to the Development Table shown on the Concept Plan, the following design standards shall apply:

1. Owner may construct privacy fencing (or street screen) along the entire boundary of the Property, adjacent to the Dedicated ROW. This fence cannot be placed within the 1% annual chance Special Flood Hazard Area. The fence may be a maximum of ten (10) feet in height. A berm may be used to increase the height of the fence by up to four (4) additional feet. The fence and berm will be permitted and constructed in compliance with the Stormwater Drainage Manual and the IBC. The privacy fence shall be constructed with masonry, wrought iron, native stones, composite wood, or a combination thereof, in a manner that aesthetically pleasing.

2. Owner shall use reasonable efforts to include bee-friendly plantings in landscaping throughout the Project.

The following approvals, warrants, variances, waivers and exceptions to the City Code shall apply:

#	Code Provision	Description	Variance
1	Article 3.3	Pedestrian Shed	This Article shall not apply.
2	B3 Code, § 7.4.002	Blocks	No maximum block length and block perimeter
3	B3 Code, Art. 7.5	Civic Space	Civic Space requirement is waived.
4	B3 Code, § 6.5.003	Building Height	Blue and green screen used for the purpose of production shall not be considered a "building" and shall not be limited as to height.
5	B3 Code, § 6.3.003	Build-to-Line	Build-to-Line and Building Facade requirements shall not apply.
6	B3 Code, § 6.3.006	Parking	This Section shall not apply.
7	B3 Code, § 6.3.009	Façade	Façade requirement for the Frontage Line shall not apply to principal or accessory buildings within the Project.
8	Ordinances, Art. 3.19	RV Park	A fence is not required, but permitted, to buffer the RV Park from other uses within the Project. RV Park may be located as shown in the Concept Plan.
9	Ordinances, Art. 4.06	Special Events	Permits are not required for any special events that are directly related to the studio or filming use on the Property provided that: a.) the noise limits in Article 8.03.006 of the Ordinances are not exceeded; b.) Owner complies with any Fire Marshall requirements related to pyrotechnics, special effects, open flames, explosions or other potentially dangerous activities; and c.) the special event does not create any of the conditions described in Article 4.06.009 of the Ordinances. If an event is open to the public (paid entry or free), unrelated to the studio, a special event permit shall be required.

EXHIBIT G
DEDICATED ROW

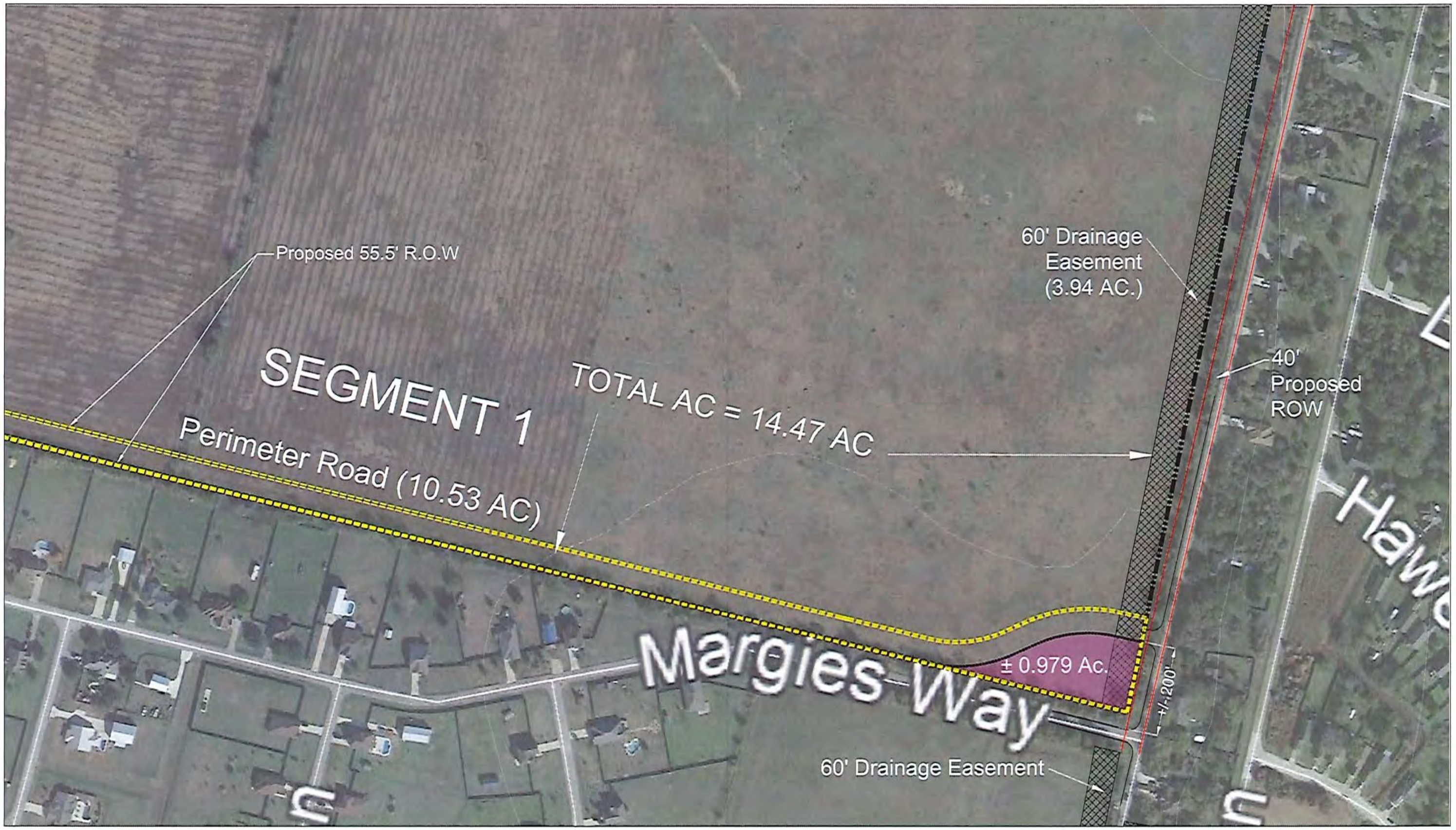
EXHIBIT G - DEDICATED ROW



DATE: May 3, 2021	EXHIBIT: Lover's Lane and Perimeter Road Alignment	PROJECT: Colorado Bend	SCALE: 1" = 400'	NOTES:

1411 W 5TH STREET, SUITE 100, AUSTIN, TX 78703 PH: (512) 328-6050
EMAIL: LSI@LSIaustin.COM WEBSITE: LSIaustin.COM

EXHIBIT G - DEDICATED ROW



FOR DISCUSSION PURPOSES ONLY

DATE: May 3, 2021

EXHIBIT: Entry Road Treatment between Lover's Lane and Perimeter Road

PROJECT: Colorado Bend

100 75 50 25 0 100 200 300

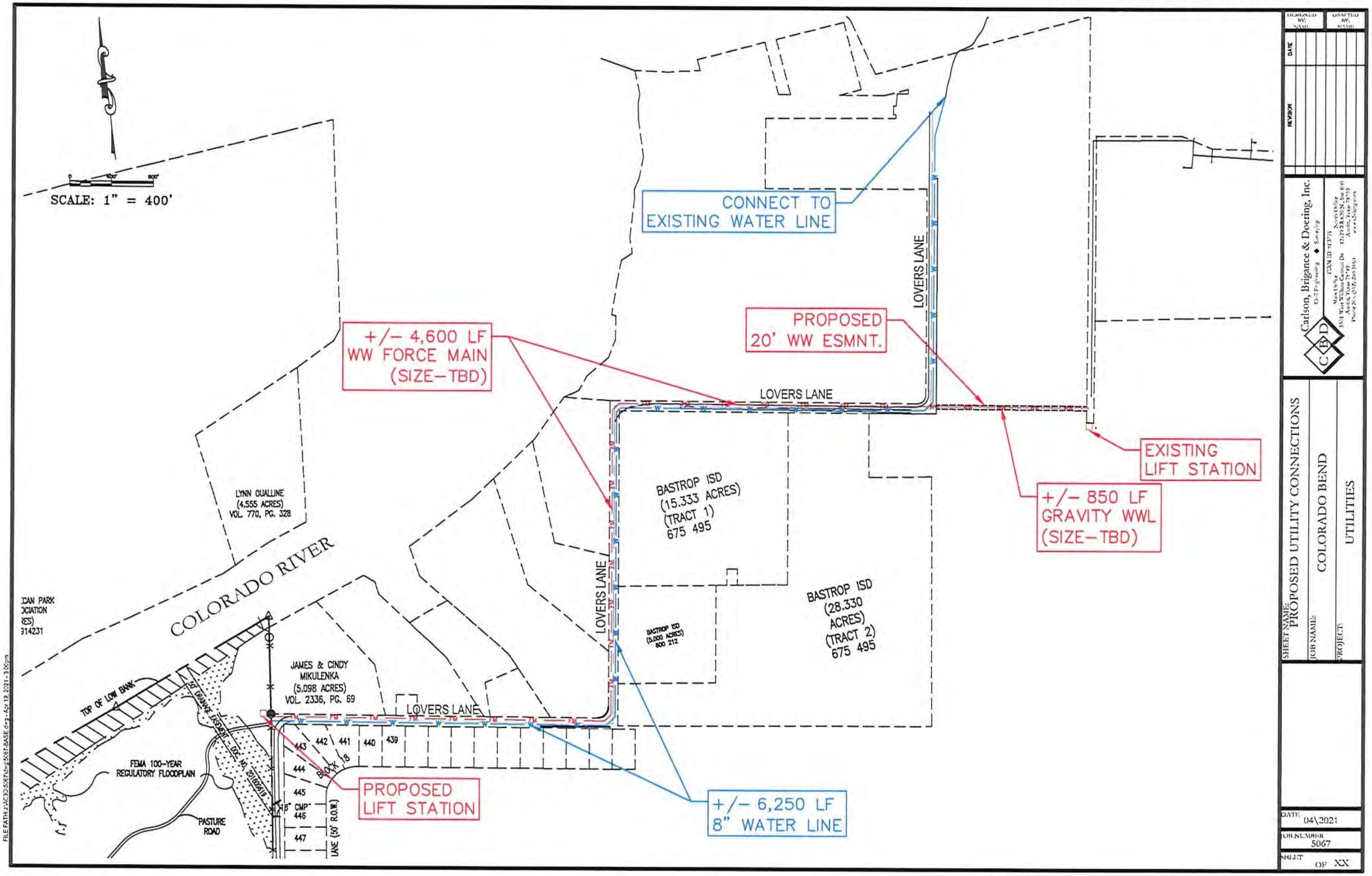
SCALE: 1" = 100' @24"X36"

NOTES:

1411 W 5TH STREET, SUITE 100, AUSTIN, TX 78703 PH: (512) 328-6050
EMAIL: LSI@LSIaustin.COM WEBSITE: LSIaustin.COM

EXHIBIT H
WATER LINE PROJECT AND
WASTEWATER LINE PROJECT

EXHIBIT H - WATER AND WASTEWATER



DESIGNED BY: XXX
DRAFTED BY: XXX
DATE
REVISION

Carlson, Brigance & Doering, Inc.
Civil Engineering • Surveying
(CBD)
5501 West William Cannon Dr.
Austin, Texas 78749
Phone No. (512) 280-5160
www.cbdeng.com

SHEET NAME: PROPOSED UTILITY CONNECTIONS
JOB NAME: COLORADO BEND
PROJECT: UTILITIES

DATE: 04\2021
JOB NUMBER: 5067
SHEET: OF XX

FILE PATH: J:\CBD\5067\dwg\5067-BASE.dwg - Apr 19, 2021 - 3:06pm

STAFF REPORT

MEETING DATE: December 14, 2021 **AGENDA ITEM**: 12N

TITLE:
Consider action to approve the first reading of Ordinance No. 2021-19 of the City Council of the City of Bastrop, Texas nominating an area, that being approximately 546 acres located at 1240 Lovers Lane, in the extraterritorial jurisdiction of Bastrop Texas, for State of Texas designation as a media production development zone; and authorizing the City Manager to execute all necessary documents; providing for a repealing clause and establishing an effective date; and move to include on the January 11, 2022, Consent Agenda for second reading.

AGENDA ITEM SUBMITTED BY:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
On June 22, 2021 City Council approved a Development Agreement with Bastrop Colorado Bend, LLC for approximately 546 acres to be developed for mixed commercial to include multi-faceted film studio, lodging, restaurants, event space, recreational facilities, parks and greenbelt areas.

On October 21, 2021, the City of Bastrop received an application from Bastrop Colorado Bend, LLC a request for exemption of a Media Production Development Zone. This exemption would exempt certain items from the sales and use tax as provided by Section 151.3415 of the Tax Code. The Government Code Chapter 485A establishes the rules regarding a Media Production Development Zone.

The Media Production Development Zone Act (MPDZ) was established in 2009 and administered by the Texas Film Commission. It is designed to encourage the further development of permanent moving image production sites to help strengthen Texas' economy. MPDZ allows for a sales and use tax exemption for the construction, maintenance, expansion, improvement, or renovation of a media production facility at a qualified media production location over a two year period. Media production facilities include but are not limited to: animation/CGI studios, post production facilities, sound stages, video game development studios, and production office spaces.

In order for Bastrop Colorado Bend, LLC's (the requestor) application to be considered for consideration and approval, the City of Bastrop must take several actions. The first is to designate an area within the city's jurisdiction (which includes territory in the extraterritorial jurisdiction) as a Media Production Development Zone. This zone is only approved for a maximum of five years. The second is to nominate a location within the Media Production Development Zone. This location would be the applicant's property location. Both actions must be done through Ordinance. The third is to submit an application to the Texas Film Commission on behalf of the requestor.

The requestor contracted a third party to conduct an Economic Impact Study on August 30, 2021. The study concentrated on the two-year construction/development of Phase 1 and the first 10 years of production activity facilitated by these structures. The below chart is taken from the report and reflects the cost and benefits over the next 12 years. The highlighted line is the estimate of what the exemption created by the MPDZ would be over the next 12 years. The exemption is only approved for a two year period.

Table 15. City of Bastrop: Benefits, Costs, and Net Benefits Over the Next 12 Years

	Amount
Sales Taxes	$3,805,405
Sales Tax Exemption on MPDZ Eligible Materials	($121,332)
Real Property Taxes	$1,454,315
FF&E Property Taxes	$0
Inventory Property Taxes	$0
New Residential Property Taxes	$63,240
Utility Revenue	$3,632,787
Utility Franchise Fees	$267,878
Building Permits and Fees	$150,000
Tap and Impact Fees	$280,000
Hotel Occupancy Taxes	$1,623,986
Miscellaneous Taxes & User Fees	$1,080,943
Subtotal Benefits	$12,237,222
Cost of Providing Municipal Services	($1,459,947)
Cost of Providing Utility Services	($3,534,702)
Subtotal Costs	($4,994,649)
Net Benefits	$7,242,572
Present Value (5% discount rate)	*$5,161,445*

FISCAL IMPACT:
The City of Bastrop could see a loss in sales tax on items purchased within our jurisdiction that qualify for the exemption.

RECOMMENDATION:
Tracy Waldron, CFO recommends approval of Ordinance No. 2021-19 of the City Council of the City of Bastrop, Texas nominating an area, that being approximately 546 acres located at 1240 Lovers Lane, in the extraterritorial jurisdiction of Bastrop Texas, for State of Texas designation as a media production development zone; and authorizing the City Manager to execute all

necessary documents; providing for a repealing clause and establishing an effective date; and move to include on the January 11, 2022, Consent Agenda for second reading.

ATTACHMENTS:

- Ordinance No. 2021-19
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D

ORDINANCE NO. R-2021-19

NOMINATION OF MEDIA PRODUCTION DEVELOPMENT ZONE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, NOMINATING AN AREA, THAT BEING APPROXIMATELY 546 ACRES LOCATED AT 1240 LOVER'S LANE, IN THE EXTRATERRITORIAL JURISDICTION OF BASTROP, TEXAS, FOR STATE OF TEXAS DESIGNATION AS A MEDIA PRODUCTION DEVELOPMENT ZONE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Texas Government Code Chapter 485A (the "Act") allows for the designation of media production development zones in the State of Texas to maintain, strengthen, and promote the media production industry in Texas; and

WHEREAS, the Act provides that persons certified by the Texas Film Commission of the Office of the Governor of Texas may receive a two-year exemption from sales and use taxes on items used for the construction, maintenance, expansion, improvement, or renovation of a media production facility at a qualified media production location and the building housing that facility, as well as on items used to equip such a media production facility; and

WHEREAS, the Act authorizes the governing body of a municipality to designate and recognize a media production development zone under conditions outlined in the Act; and

WHEREAS, Authorized Business Representative, Alton Butler, CEO/Owner of Bastrop Colorado Bend, LLC (the "Requestor"), is the title holder of real property upon with a media production location is proposed, that being approximately 546 acres at 1240 Lovers Lane (the "Area), which is located in the extraterritorial jurisdiction of the City of Bastrop (described in Exhibit "A"); and

WHEREAS, Requestor has applied seeking designation of the Area as Media Production Development Zone (see Exhibit "B"); and

WHEREAS, the Owner has submitted information to the City of Bastrop, Texas (the "City") that describes plans for Phase 1 of the Project (approximately 324 of the 546 acres) to include a media production facility consisting of approximately 6 studios, an office building, warehouse / mill shop, and supporting roadways, utilities, and infrastructure (the "Project"); and

WHEREAS, based on the information submitted to the City, including an Economic Impact Analysis, the City Council of the City of Bastrop, Texas (the "City Council") finds that the Project is reasonably anticipated to have a positive economic

impact on the community in the form of increased property tax valuations, a significant number of new jobs, and considerable regional financial investments and local spending (see Exhibit “C”); and

WHEREAS, the City Council concludes that the Area is in the City’s extraterritorial jurisdiction, which is located in a metropolitan statistical area, the principal municipality of which has a population of more than 250,000; and has the adequate workforce, infrastructure, facilities, or resources to support the production and completion of moving image projects; and

WHEREAS, having reviewed the material submitted by to the City by the Requestor, the City Council determines that the Requestor has the ability to complete the Project within 18 months, and that the Area will be improved, renovated, or exclusively used to build or construct a media production facility; and

WHEREAS, the City Council determines that the proposed financial incentives related to the designation of the Area as a media production development zone are in the best interests of the City and the State of Texas; and

WHEREAS, the City Council has entered into a Chapter 380 Economic Development Agreement with Bastrop Colorado Bend, LLC, providing certain local financial incentives to the Requestor for the Project, including a partial Property Tax Reimbursement, a partial Sales Tax Reimbursement, a Rollback Tax Reimbursement, and certain Administrative Fee Waivers (see Exhibit “D”); and

WHEREAS, the City Council seeks to encourage the development of media production businesses in the City by nominating the Area for designation by the State of Texas as a media production development zone in accordance with the Act; and

WHEREAS, the City Council concludes that the Requestor’s application, the Area, and the Project meet the criteria for recognition as a media production development zone.

WHEREAS, the City Council has adopted Ordinance No. 2021- 20 recognizing and designating the Area as “Media Production Development Zone Number One”; and

WHEREAS, the City Council seeks to encourage the development of media production businesses in the City by nominating the Area as a qualified media production location in accordance with the Act.

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

SECTION 1. LEGISLATIVE FINDINGS

The City Council hereby deems the foregoing recitals above to be true and accurate legislative findings that are incorporated into this Ordinance for all purposes.

SECTION 2. NOMINATION

The City Council hereby nominates the Area compromising the real property described on Exhibit “A” (attached) for designation by the Texas Film Commission as a media production development zone.

SECTION 3. DESIGNATION OF REPRESENTATIVE

That the City Council hereby designates the City Manager to serve as the representative of the City for purposes of the Project, and authorizes the City Manager to execute all documentation on behalf of the City that the City Manager deems necessary to effectuate the purposes of this Ordinance, including (but not limited to) an application for exemptions pursuant to the Act.

SECTION 4. SEVERABILITY

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

SECTION 5. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and be in full force and effect after its adoption.

SECTION 6. OPEN MEETINGS

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

READ & APPROVED on First Reading on this, the 14th day of December 2021.

READ & ADOPTED on the Second Reading on this, the 11th day of January 2021.

CITY OF BASTROP, TEXAS:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

TABLE OF EXHIBITS

A. Application: Media Production Development Zone – Request for Exemption Form.

B. Description of the Area: 545 acres at 1240 Lovers Lane located in the extraterritorial jurisdiction of the City of Bastrop, Texas (324 of which is Phase 1).

C. Economic Impact Analysis: A Report of the Economic Impact of Line 204 Movie Studio Phase 1 in Bastrop, TX (August 30, 2021).

D. Chapter 380 Agreement: Local Financial Incentives

EXHIBIT A

For Office of the Governor Use Only
Project: _____
Community: _____
Date: _____
☐



Media Production Development Zone

Request for Exemption Form

Office of the Governor

OFFICE OF THE GOVERNOR

GREG ABBOTT
GOVERNOR

Governor Abbott is committed to keeping Texas No.1 in the nation for job creation, and to creating even more jobs and greater economic opportunity for all Texans. Month after month, the Lone Star State tops rankings for business climate and job growth. Texas is a leading state for Fortune 500 and 1000 corporate headquarters and remains the No. 1 exporting state in the country for the 13th year in a row. It's no wonder Texas was named by *Chief Executive* as the "Best State for Business" for the 11th year in a row and is also ranked as state with the No. 1 "Economic Climate" by *Forbes*.

The Media Production Development Zone Act (MPDZ), established by the Legislature in 2009 and administered by the Texas Film Commission (TFC), located in the Office of the Governor - Economic Development and Tourism, is designed to encourage development of more permanent moving image production sites to help strengthen Texas' economy. The MPDZ Exemption allows for a sales and use tax exemption for the construction, maintenance, expansion, improvement, or renovation of a media production facility at a qualified media production location over a two year period.

Before the MPDZ Exemption can be granted, a thorough application and evaluation process takes place in which the local municipality or county must certify the project for local benefits, the Texas Comptroller of Public Accounts must certify that the project will have a positive impact on state revenue, the Comptroller-appointed Media Production Advisory Committee must recommend the use of the exemption for the project, and finally, the Texas Film Commission must designate the location and certify the project to grant the exemption.

To be eligible for the MPDZ Exemption, a project must demonstrate a significant return on the state's investment and strong local support. The review process evaluates a variety of factors associated with each project, including capital investment, financial strength of the applicant, the applicant's business history, analysis of the relevant business sector, and public and private sector financial support.

If you have a project that can benefit from the MPDZ Exemption, the Texas Film Commission will provide you with information on how the exemption is to be utilized and how the proposed project meets the criteria of the program.

For more information and to see if the project meets the program criteria, contact TFC at (512) 463-9200 or (512) 936-0100, or visit texasfilmcommission.com.

INSTRUCTIONS

Submit a fully completed digital and hard copy version of this *Media Production Development Zone Request for Exemption Form* with required attachments to the Community's Governing Body (Nominating Body) having jurisdiction over the proposed location.

The Nominating Body must then forward a digital copy of this application within seven days to the Texas Film Commission (TFC). If the application is submitted to the TFC through regular mail, mail the application to Office of the Governor, Attention Texas Film Commission, Post Office Box 13246, Austin, Texas 78711. If through overnight delivery, send to Office of the Governor, Attention Texas Film Commission, 1100 San Jacinto, Austin, Texas 78701.

The Requestor must include all requested information for all sections since any performance documents or State Agreements developed will use details represented in this application.

Be accurate and thorough to avoid delays in processing.

Where no response is possible, it should be marked N/A.

Attachments and additional pages are not required unless specifically requested in the MPDE Exemption Form. Any necessary supplemental information will be requested as a follow-up document.

Original signatures must accompany the completed MPDZ Exemption Form. Draft or incomplete forms will not be accepted. It is The applicant is encouraged to contact the Texas Film Commission prior to submission.

Note: Approximately 2-3 weeks is required for the due diligence of a complete application prior to Texas Comptroller of Public Accounts consideration. For an overview of the MPDZ Exemption application, nomination and certification process, please see Appendix A.

CERTIFICATION OF APPLICATION – BUSINESS

Authorized Business Representative (This is a representative of the Business, AKA Requestor, which is the title holder of real property or lease holder of a non-residential lease with at least four years remaining in the current lease term, on or in which a media production location where the project is proposed)

First Name Alton Last Name Butler

Title CEO/Owner

Organization Bastrop Colorado Bend, LLC

Street Address 1240 Lovers Lane, Bastrop, TX 78602

Mailing Address 12224 Montague Street

City Pacoima State CA Zip 91331 -

Phone Number 323-960-0113 Fax Number

Mobile Number 323-842-4506 Website Line204.com

Email Address AltonButler@line204.com

Authorized Consultant Representative

The following consultant is authorized to provide and obtain information related to this application. However, the State of Texas reserves the right to contact the applicant business directly at any time.

Consultant Name Steven Takoushian Phone Number 610-331-2870

Consultant Email Stakoushian@watchdogpm.com Company Watchdog REPM

I declare that the information contained in this Media Production Development Zone Request for Exemption Form and any attachments are true and correct to the best of my knowledge and belief, as evidenced by my signature below. I further certify that the business entity is in good standing under the laws of the state in which the entity was organized and that no delinquent taxes are owed to any taxing entity within the State of Texas.

Signature _____ Date 10-19-21

(Primary Requestor/Business Representative)

GIVEN under my hand and seal of office this 21st day of October, 2021

Tina Marie Rosas

Notary Public, State of

(Notary Seal)



My commission expires November 19, 2023

BUSINESS INFORMATION

Exact legal name of the business entity (Requestor) applying for the Media Production Development Zone Exemption

Bastrop Colorado Bend, LLC

In addition to the entity applying, list all corporate subsidiaries under which jobs will be reported for this project.

N/A

Federal Tax ID number 86-2509417 Comptroller of Public Accounts number 803961356

NAICS Code 531120 Service / product produced Stages, equipment & office rental

Is the entity registered to do business in Texas with the Texas Secretary of State? ☒ Yes ☐ No

If "Yes," identify the exact name used by the business to register in Texas Bastrop Colorado Bend, LLC

Structure of business (private, public, LLP, LLC, etc.) LLC

Evidence of good standing under the laws of the state in which the business was formed or organized is required. Please attach a certificate issued by the secretary of state or the state official having custody of the records pertaining to entities formed under the laws of that state.

Articles of Incorporation attached ☒ Yes ☐ No State of Incorporation: Texas

BUSINESS EXPLANATION

Provide an introduction, history and description of the business, its product, services, total sales, etc. (do not attach additional documentation).

Experienced Real Estate Owner and Studio Operator

CEO/Owner Alton Butler owns real estate in California, Iowa, Mississippi, Texas and Illinois through a holding entity, ASAS, LLC. Requestor Bastrop Colorado Bend, LLC is a subsidiary of ASAS, LLC. Certain properties are held for 3rd party tenant rentals in the healthcare, grocery and retail industry. Mr. Butler also operates 7 studios in Hollywood and Pacoima in California through an operating entity, Line 204, LLC ("Line 204"), along with equipment rentals for production in the film industry and for events production.

Line 204 is one of the top boutique studio and production rental companies in Los Angeles and has a reputation in the entertainment industry as a one-stop shop production and support company. The 40-employee (post pandemic re-org from 75) operating entity not only offers genuine Hollywood sound stages, but also production equipment rentals, and event production. The company has been successfully operating their studios in Hollywood for over 16 years. Some of the biggest names in the industry such as Hulu, Netflix, Amazon, Fox, Hollywood Reporter, and the NFL lease space with Line 204.

Real property revenue for the year ended 2020 was approximately $2 million, and $2.6 million forecasted for 2021.
Revenue for stages and equipment/production rentals was 2020 was $4.1 million with 5 months of mandated Covid-19 shutdown; 2021 revenue is forecasted at approximately $7 million (with a slow start in Q1 due to Covid-19 concerns).

Number of Years in Business 21 Number of Employees Nation-wide 35 (as of 9/30/2021)

Number of Employees Worldwide N/A CEO/President Alton Butler

Corporate Family Tree

Please provide the family tree by listing Requestor's immediate and ultimate parent companies (if applicable), as well as all principal subsidiaries of Requestor. Use below as an example, and include an attachment if necessary.

Ultimate _____

Immediate Parent ASAS, LLC _____

REQUESTOR Bastrop Colorado Bend, LLC _____

Subsidiary A N/A _____

Subsidiary B N/A _____

Subsidiary C N/A _____

BUSINESS FINANCIAL DATA

Provide a company financial statement and background information.

Requestor Bastrop Colorado Bend, LLC is a Single Purpose Entity (SPE) set up to hold the real property located at Bastrop for the development and construction in Phase 1 of 6 sound stages, 6 production offices and a warehouse facility. The parent company ASAS, LLC is a real estate holding company.

Attached:

- ASAS, LLC financial statement as of 12/31/2020 and 6/30/2021

PROJECT SUMMARY

Provide a specific and detailed description of the Project including the site, the scope of planned operations, description type of jobs, etc. (do not attach additional documentation).

The overall site is approx. 545 acres with the phase 1 portion containing approx. 324 acres, The project will be built in multiple phases with phase 1 build consisting of approximately (6) studios totaling 108,000 sf, (1) office building at 46,000 sf, (1) warehouse/mill shop at 108,000 sf and all supporting roadways, utilities and infrastructure.

The operations anticipate a team of about 25 employees in this rental facility in the following areas of work and certain outsourced support as described below:

Employment areas: Operations Manager, Sales Team and sales administrative support, reception, Stage managers, Inventory management and support, janitorial

Outsourced areas: IT, Security guards, Landscaping maintenance, Electrical, HVAC and other building maintenance

In addition to the above type of jobs at the facility, the 6 studios and office space will be rented to film and commercial production companies that will have their own employees and/or contractors in the capacity of talent, producers, cameramen, grips, production managers, assistants etc.

PROJECT FACILITY SUMMARY

REQUIRED ATTACHMENT: Project location site plan
REQUIRED ATTACHMENT: Project facility floor plan

Exact location of proposed Project's site (address or intersection) 1240 Lover's Lane

City, State, Zip Bastrop, TX 78602

County Bastrop

Will the Requestor company own the facility? ☒ Yes ☐ No

Is this facility to be located in a metropolitan statistical area where the principal municipality has a population of more than 250,000? ☐ Yes ☒ No

Is this facility to be located in an area that has adequate workforce, infrastructure, facilities, or resources to support moving image projects? ☒ Yes ☐ No

Provide an overview of the facility and characteristics of the lease or construction.

The overall site is approx. 545 acres with the phase 1 portion containing approx. 324 acres, The project will be built in multiple phases with phase 1 build consisting of approximately (6) studios totaling 108,000 sf, (1) 3-story office building at 46,000 sf, (1) warehouse/mill shop at 108,000 sf and all supporting roadways, utilities and infrastructure.

The proposed office building and warehouse/mill shop buildings support the production studios. Owner/Requestor will be developing the site including constructing the buildings and infrastructure for Tenants to lease and occupy.

PROJECT CHARACTERISTICS

Identify all Project characteristics that apply.

- ☐ Consolidation
- ☒ Construct New Facility
- ☐ Expand Existing Facility
- ☐ Expand from Outside of Texas
- ☐ Expansion within Texas
- ☐ Lease Facility
- ☐ New Business/Start-up
- ☐ Purchase New Facility
- ☐ Relocation from Outside Texas
- ☐ Renovate Existing Facility
- ☐ Other: _____

PROJECT FACILITY USE

Identify site specifications within which this Project falls (include amounts for all that apply).

☐	Animation/CGI	Approx. Square Footage _____
☐	Construction Space	Approx. Square Footage _____
☐	Motion Capture Studio	Approx. Square Footage _____
☐	Post Production	Approx. Square Footage _____
☒	Production Office	Approx. Square Footage 46,000
☐	Scoring/Sound Studio	Approx. Square Footage _____
☒	Sound Stage	Approx. Square Footage 108,000
☐	Video Game Production	Approx. Square Footage _____
☐	Post-Production Facility	Approx. Square Footage _____
☒	Other: Warehouse/Mill Shop	Approx. Square Footage 108,000
☒	Other: Studio Support	Approx. Square Footage 34,800
☒	Other: Welcome Center	Approx. Square Footage 1400

PROJECTED CAPITAL INVESTMENT

REQUIRED ATTACHMENT: Itemized Budget
REQUIRED ATTACHMENT: Equipment Schedule

☐ Project is fully funded or financing is secured

Capital Investment are the items that the Company may capture as a capital investment on its financial reports, and includes, but is not limited to fixed-assets, real property and business personal property. Operational lease payments do not qualify as capital investment.

Land	$9,650,000	
Site Improvement	11,684,860	
Building(s)	35,354,000	
Machinery & Equipment	3,766,840	Systems furniture, Network systems and cabling, A/V, Security, Signage, etc
Total	$60,455,700	

PROJECTED DATES & MILESTONES

Begin Construction	Est June 2022	Begin Hiring New Employees	Est Sept 2023
Construction Complete	Est August 2023	Fully Operational	Est Nov 2023
Purchase Machinery & Equipment			

BENEFIT TO THE STATE

REQUIRED ATTACHMENT: Independent Economic Impact Analysis - *prepared by a person/firm independent of Requestor who is considered an expert with specialized knowledge, skill, experience, training or education in economics and state/local taxation*

Independent Economic Impact Analysis prepared by: Impact DataSource

Analysis of proposed Project/activities to take place at the location must be conducted by a third-party entity not related to the Requestor, and must include the following:

A summary of the analysis highlighting the following data items (do not attach additional documentation aside from economic impact analysis).

1. Estimate of the revenue generated to the state and local governmental body by the Project
2. Estimate of any secondary economic benefits to be generated by the Project
3. Estimate of state taxes to be exempted

See Economic Impact Study dated 8-30-21

BENEFIT TO THE COMMUNITY

Provide an economic impact estimate of the designation of the location as a Qualified Media Production Location on the revenues of the entities nominating the location, considering the financial incentives and benefits contemplated.

See Economic Impact Study dated 8-30-21

COMMUNITY TAX RATES

(Represent tax rates to the 4th decimal per $100 evaluation)

	Entity	Tax Rate
Tax Rate City	City of Bastrop (C04)	0.5794 %
Tax Rate County	Bastrop County (G01)	0.4252 %
Tax Rate School District	Bastrop ISD (S04)	1.2730 %
M&O Rate		0.8720 %
Special Tax Districts		
Other Taxing Entities	County Road	0.0968 %
Total Combined Local Tax Rate (Include all applicable taxing entities)		3.2464 %

(Note: M&O Rate is a part of the School District Tax Rate)

County depreciation schedule for personal property (attachment included) ☐ Yes ☐ No

PERMITS

☒ Pending ☐ Current ☐ No Permits Required

Estimated state and local fee related revenue generated by this Project $460,000 (listed components below)

List any local or state permits that will be, or have been acquired, including the corresponding fees paid, issuing agency and the expected date of receipt, if applicable.

Site Development permit and Phase 1 building permits expected to be received on or before June 2022.

Estimated fees detail:
City Application & review fees related to Site Approvals: $ 30,000
Phase 1 Building permit fees: 150,000
Phase 1 Water and Waste water tapping & impact fees: 280,000

STATE SENATOR AND REPRESENTATIVE FOR PROJECT LOCATION

State Senator

District No.: 14 Senator Name: Senator Sarah Eckhardt

State Representative

District No.: 17 Representative Name: Representative John Cyrier

CONFIDENTIALITY NOTICE

The Office of the Governor, Texas Film Commission, located within the Economic Development and Tourism division, as a state agency, must comply with the Texas Public Information Act (the" Act"). Under the Act the agency may have authority to maintain the confidentiality of the name of and other information related to a company seeking to locate in the state until after the location negotiations are completed. In the event that a public information request related to the company is submitted to the agency, the agency will (i) promptly notify the company of the request, (ii) if appropriate, take all possible and appropriate actions with the Attorney General of Texas to prevent release of the information, including asserting exemptions under the Act (including the Economic Development Negotiations exception of section 552.131 and the Trade Secrets/Commercial Information exception of section 552.110) and (iii) provide the company with full information and opportunity to participate in such process.

The applicants acknowledge that negotiations and information related to this application shall be treated as confidential, and that a full faith effort will be made to prevent the disclosure of any such negotiations. The applicants further agree that they will not disseminate information regarding any subsequent agreement except as directed by the Office of the Governor. Breach of confidentiality regarding this application may be grounds for termination of negotiations.

ON-SITE COMPLIANCE REVIEW NOTICE

In the event that a Media Production Development Zone Exemption Agreement is executed between the State of Texas (the "State") and a grantee, the State reserves the right throughout the term of the agreement to conduct an on-site compliance review of the grantee's records relevant to the performance of the agreement. Grantees may be selected for on-site review based upon risk assessment criteria determined by the Office of the Governor.

DISCLOSURE OF INTERESTED PARTIES FORM NOTICE

In the event that a Media Production Development Zone Exemption offer over $1,000,000 is extended to an applicant, in accordance with Texas Government Code, Section 2252.908, the company must submit a "Disclosure of Interested Parties Form" to the Office of the Governor at the time the company submits the signed agreement.

The disclosure of interested parties must be submitted on a form, and in a manner, prescribed by the Texas Ethics Commission. The Disclosure of Interested Parties Form (Form 1295) and instructions may be found on the Texas Ethics Commission website: https://www.ethics.state.tx.us/tec/1295-Info.htm.

The Texas Ethics Commission has adopted administrative rules to implement the statute, found at http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=2&ch=46&rl=Y.

Submission Checklist of Required Documents:

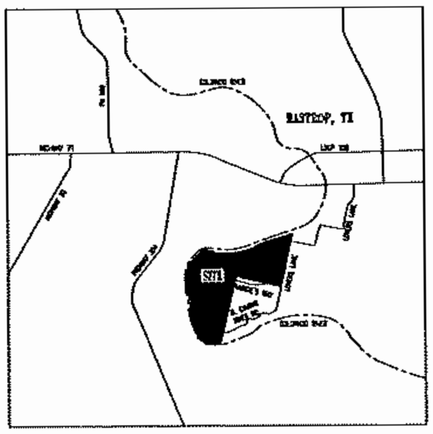
	MPDZ Request for Exemption Submission Checklist	Check if Completed
1	Fully Completed MPDZ Request for Exemption Form	X
2	Certification of Application signed by Business/Requestor (pg. 3)	X
3	Requestor's Financial Statement (pg. 5)	X
4	Site Plan of Proposed Media Production Location for Project Facility Summary (p. 6) (include attachment)	X
5	Floor Plan of Proposed Media Production Facility for Project Facility Summary (p. 6) (include attachment)	X
6	Project's Itemized Budget (pg. 7) (include attachment)	X
7	Projects' Equipment Schedule (pg. 7) (include attachment)	N/A
8	Economic Impact Analysis (pg. 8) (include attachment)	X

MPDZ Exemption Extension Checklist	Check if Completed
Disclosure of Interested Parties Form 1295[2] (pg. 10) (if applicable)	____

[1] To search an entity's Franchise Tax Account Status please visit the website of the Texas Comptroller of Public Accounts (CPA) at https://ourcpa.cpa.state.tx.us/coa/Index.html. To resolve any issues regarding a company's status with the Texas CPA, please contact the CPA's Franchise Tax Division at (512) 463-4402.

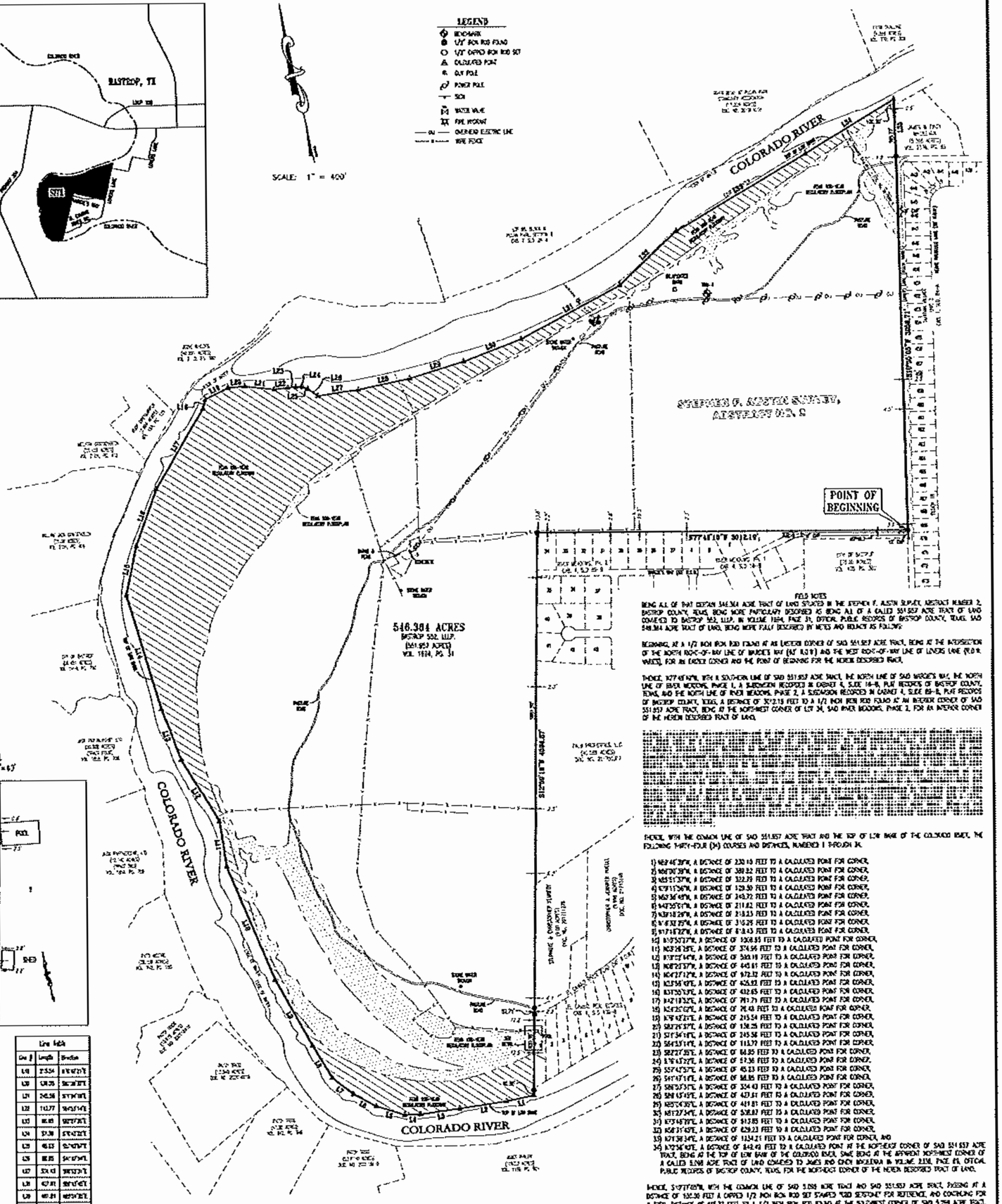
[2] Form 1295 (Disclosure of Interested Parties) is provided by the Texas Ethics Commission at https://www.ethics.state.tx.us/tec/1295-Info.htm.

ALTA SURVEY OF 546.364 ACRES SITUATED IN THE STEPHEN F. AUSTIN SURVEY, ASBTRACT NUMBER 2, BASTROP COUNTY, TEXAS, BEING ALL OF THAT CALLED 551.957 ACRE TRACT OF LAND CONVEYED TO BASTROP 552, LLLP. IN VOLUME 1694, PAGE 31, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS.

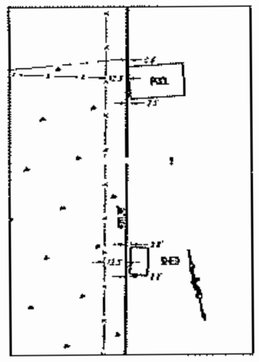


SCALE: 1" = 400'

LEGEND
- BENCHMARK
- 1/2" IRON ROD FOUND
- 1/2" CAPPED IRON ROD SET
- CALCULATED POINT
- GUY POLE
- POWER POLE
- SIGN
- WATER VALVE
- FIRE HYDRANT
- OHE — OVERHEAD ELECTRIC LINE
- WIRE FENCE



DETAIL
SCALE: 1"=60'



Line Table		
Line #	Length	Direction
L1	220.10	N89°45'28"W
L2	388.22	N89°30'39"W
L3	332.58	N89°51'32"W
L4	120.50	N78°11'26"W
L5	249.72	N89°36'48"W
L6	211.82	N87°55'51"W
L7	318.23	N88°18'29"W
L8	315.29	N 9°41'32" W
L9	818.43	N 1°18'12" W
L10	1908.85	N 0°57'07" W
L11	374.96	N 0°34'24" E
L12	560.18	N 1°37'12" W
L13	645.61	N 0°07'37" W
L14	972.32	N 0°47'12" W
L15	426.51	N 2°34'10" E
L16	432.65	N 1°35'53" E
L17	791.79	N 4°21'13" E
L18	76.48	N 3°42'20" E
L19	215.54	N 3°18'12" E
L20	136.25	N 8°25'35" E
L21	245.58	N 1°36'14" E
L22	113.79	N 6°45'14" E
L23	64.85	S 82°27'35" E
L24	57.36	S 76°43'22" E
L25	45.23	S 83°47'57" E
L26	64.85	S 91°47'14" E
L27	334.43	S 89°53'51" E
L28	427.81	S 89°43'42" E
L29	421.81	S 89°04'38" E
L30	538.87	N 89°37'34" E
L31	913.85	N 87°48'59" E
L32	628.23	N 89°31'49" E
L33	1134.21	N 89°38'34" E
L34	842.43	N 89°36'40" E

Line Table		
Line #	Length	Direction
L35	23.56	N 0°40'27" E
L36	130.25	S 89°38'27" E
L37	245.58	S 1°36'14" W
L38	110.77	S 6°45'14" W
L39	80.85	S 82°27'35" E
L40	57.36	S 76°43'22" E
L41	45.23	S 83°47'57" E
L42	64.85	S 91°47'14" E
L43	427.81	S 89°43'42" E
L44	421.81	S 89°04'38" E
L45	538.87	N 89°37'34" E
L46	913.85	N 87°48'59" E
L47	628.23	N 89°31'49" E
L48	1134.21	N 89°38'34" E
L49	842.43	N 89°36'40" E
L50	465.77	S 89°57'07" E

NOTE:
A PORTION OF THE LEGALLY DESCRIBED PROPERTY IS WITHIN A SPECIAL FLOOD HAZARD AREA AS DESIGNATED BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP NUMBER 48021C0150E FOR BASTROP COUNTY, TEXAS, DATED JANUARY 19, 2006, AND REVISED BY LOMR - 18-06-0875P, DATED NOVEMBER 16, 2018.

BENCHMARK:
TBM-1:
1/2 IRON IRON ROD SET STAMPED "CARLSON, BRIGANCE & DOERING"
NORTHING=10131.33, EASTING=3145471.64 (NAD83)
371.25' (NAVD88)

FIELD NOTES

BEING ALL OF THAT CERTAIN 546.364 ACRE TRACT OF LAND SITUATED IN THE STEPHEN F. AUSTIN SURVEY, ABSTRACT NUMBER 2, BASTROP COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING ALL OF A CALLED 551.957 ACRE TRACT OF LAND CONVEYED TO BASTROP 552, LLLP, IN VOLUME 1694, PAGE 31, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, SAID 546.364 ACRE TRACT OF LAND, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2" IRON IRON ROD FOUND AT AN EASTERN CORNER OF SAID 551.957 ACRE TRACT, BEING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF MARGIE'S WAY (67' R.O.W.) AND THE WEST RIGHT-OF-WAY LINE OF LOVERS LANE (R.O.W. VARIES), FOR AN EASTER CORNER AND THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED TRACT;

THENCE, N77°48'10"W, WITH A SOUTHERN LINE OF SAID 551.957 ACRE TRACT, THE NORTH LINE OF SAID MARGIE'S WAY, THE NORTH LINE OF RIVER MEADOWS, PHASE 1, A SUBDIVISION RECORDED IN CABINET 4, SLIDE 16-B, PLAT RECORDS OF BASTROP COUNTY, TEXAS, AND THE NORTH LINE OF RIVER MEADOWS, PHASE 2, A SUBDIVISION RECORDED IN CABINET 4, SLIDE 89-B, PLAT RECORDS OF BASTROP COUNTY, TEXAS, A DISTANCE OF 301.215 FEET TO A 1/2" IRON IRON ROD FOUND AT AN INTERIOR CORNER OF SAID 551.957 ACRE TRACT, BEING AT THE NORTHWEST CORNER OF LOT 34, SAID RIVER MEADOWS, PHASE 2, FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, WITH THE COMMON LINE OF SAID 551.957 ACRE TRACT AND THE TOP OF LOW BANK OF THE COLORADO RIVER, THE FOLLOWING THIRTY-FOUR (34) COURSES AND DISTANCES, NUMBERED 1 THROUGH 34;

1) N89°45'28"W, A DISTANCE OF 220.10 FEET TO A CALCULATED POINT FOR CORNER,
2) N89°30'39"W, A DISTANCE OF 388.22 FEET TO A CALCULATED POINT FOR CORNER,
3) N89°51'32"W, A DISTANCE OF 332.58 FEET TO A CALCULATED POINT FOR CORNER,
4) N78°11'26"W, A DISTANCE OF 120.50 FEET TO A CALCULATED POINT FOR CORNER,
5) N89°36'48"W, A DISTANCE OF 249.72 FEET TO A CALCULATED POINT FOR CORNER,
6) N87°55'51"W, A DISTANCE OF 211.82 FEET TO A CALCULATED POINT FOR CORNER,
7) N88°18'29"W, A DISTANCE OF 318.23 FEET TO A CALCULATED POINT FOR CORNER,
8) N 9°41'32" W, A DISTANCE OF 315.29 FEET TO A CALCULATED POINT FOR CORNER,
9) N 1°18'12" W, A DISTANCE OF 818.43 FEET TO A CALCULATED POINT FOR CORNER,
10) N 0°57'07" W, A DISTANCE OF 1908.85 FEET TO A CALCULATED POINT FOR CORNER,
11) N 0°34'24" E, A DISTANCE OF 374.96 FEET TO A CALCULATED POINT FOR CORNER,
12) N 1°37'12" W, A DISTANCE OF 560.18 FEET TO A CALCULATED POINT FOR CORNER,
13) N 0°07'37" W, A DISTANCE OF 645.61 FEET TO A CALCULATED POINT FOR CORNER,
14) N 0°47'12" W, A DISTANCE OF 972.32 FEET TO A CALCULATED POINT FOR CORNER,
15) N 2°34'10" E, A DISTANCE OF 426.51 FEET TO A CALCULATED POINT FOR CORNER,
16) N 1°35'53" E, A DISTANCE OF 432.65 FEET TO A CALCULATED POINT FOR CORNER,
17) N 4°21'13" E, A DISTANCE OF 791.79 FEET TO A CALCULATED POINT FOR CORNER,
18) N 3°42'20" E, A DISTANCE OF 76.48 FEET TO A CALCULATED POINT FOR CORNER,
19) N 3°18'12" E, A DISTANCE OF 215.54 FEET TO A CALCULATED POINT FOR CORNER,
20) N 8°25'35" E, A DISTANCE OF 136.25 FEET TO A CALCULATED POINT FOR CORNER,
21) N 1°36'14" E, A DISTANCE OF 245.58 FEET TO A CALCULATED POINT FOR CORNER,
22) N 6°45'14" E, A DISTANCE OF 113.79 FEET TO A CALCULATED POINT FOR CORNER,
23) S 82°27'35" E, A DISTANCE OF 64.85 FEET TO A CALCULATED POINT FOR CORNER,
24) S 76°43'22" E, A DISTANCE OF 57.36 FEET TO A CALCULATED POINT FOR CORNER,
25) S 83°47'57" E, A DISTANCE OF 45.23 FEET TO A CALCULATED POINT FOR CORNER,
26) S 91°47'14" E, A DISTANCE OF 64.85 FEET TO A CALCULATED POINT FOR CORNER,
27) S 89°53'51" E, A DISTANCE OF 334.43 FEET TO A CALCULATED POINT FOR CORNER,
28) S 89°43'42" E, A DISTANCE OF 427.81 FEET TO A CALCULATED POINT FOR CORNER,
29) S 89°04'38" E, A DISTANCE OF 421.81 FEET TO A CALCULATED POINT FOR CORNER,
30) N 89°37'34" E, A DISTANCE OF 538.87 FEET TO A CALCULATED POINT FOR CORNER,
31) N 87°48'59" E, A DISTANCE OF 913.85 FEET TO A CALCULATED POINT FOR CORNER,
32) N 89°31'49" E, A DISTANCE OF 628.23 FEET TO A CALCULATED POINT FOR CORNER,
33) N 89°38'34" E, A DISTANCE OF 1134.21 FEET TO A CALCULATED POINT FOR CORNER, AND
34) N 89°36'40" E, A DISTANCE OF 842.43 FEET TO A CALCULATED POINT AT THE NORTHEAST CORNER OF SAID 551.957 ACRE TRACT, BEING AT THE TOP OF LOW BANK OF THE COLORADO RIVER, SAME BEING AT THE APPARENT NORTHWEST CORNER OF A CALLED 5.098 ACRE TRACT OF LAND CONVEYED TO JAMES AND CINDY MCLELLAN IN VOLUME 2158, PAGE 69, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, S 01°17'03"E, WITH THE COMMON LINE OF SAID 5.098 ACRE TRACT AND SAID 551.957 ACRE TRACT, PASSING AT A DISTANCE OF 152.30 FEET A CAPPED 1/2" IRON IRON ROD SET STAMPED "CBD SURVEY" FOR REFERENCE, AND CONTINUING FOR A TOTAL DISTANCE OF 465.77 FEET TO A 1/2" IRON IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID 5.098 ACRE TRACT, BEING IN A NORTHERN LINE OF SAID LOVERS LANE;

THENCE, S 51°31'05"W, WITH THE COMMON LINE OF SAID 551.957 ACRE TRACT AND SAID LOVERS LANE, A DISTANCE OF 1036.71 FEET TO THE POINT OF BEGINNING AND CONTAINING 546.364 ACRES OF LAND.

ACCORDING TO THE TITLE COMMITMENT G.F. NO. 1-141324, EFFECTIVE DATE DECEMBER 28, 2020.

THIS TRACT OF LAND IS SUBJECT TO THE FOLLOWING:

10. THE FOLLOWING MATTERS AND ALL ITEMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

c. A DRAINAGE EASEMENT GRANTED TO THE CITY OF BASTROP AS DESCRIBED IN DOCUMENT NUMBER 201509613, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS. (SHOWN HEREON)

ACCORDING TO THE TITLE COMMITMENT G.F. NO. 1-141324, EFFECTIVE DATE DECEMBER 28, 2020.

THIS TRACT OF LAND IS NOT SUBJECT TO THE FOLLOWING:

10. THE FOLLOWING MATTERS AND ALL ITEMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

a. AN ELECTRIC FACILITIES EASEMENT GRANTED TO BLUEBONNET ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 1616, PAGE 751, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS. (NORTH OF PROPERTY)

10. ACRE, LLC., BASTROP 552, LLLP, AND TITLE RESOURCES GUARANTY COMPANY.
G.F. 1-141324, EFFECTIVE DECEMBER 28, 2020

STATE OF TEXAS:
COUNTY OF BASTROP:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS.
FIELD WORK COMPLETED : 11TH DAY OF MARCH, 2021
MAP DATE: THIS THE 12TH DAY OF MARCH, 2021

AARON V. THOMASON, R.P.L.S. NO. 6214
CARLSON, BRIGANCE, AND DOERING
5501 WEST WILLIAM CANNON
AUSTIN, TX 78749
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AARON@CBDINC.COM

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

Carlson, Brigance & Doering, Inc.
FIRM ID #3791 • (512) 280-5160

J:\AC30\5067\Survey\5067 - ALTA SURVEY - 546.364 ACRES - COLORADO BEND

EXHIBIT B

EXHIBIT C

A REPORT OF THE ECONOMIC IMPACT OF LINE 204 MOVIE STUDIO PHASE I IN BASTROP, TX

August 30, 2021

IMPACT DataSource

PURPOSE & LIMITATIONS

This report presents the results of an analysis undertaken by Impact DataSource, an Austin, TX based economic consulting firm. The analysis relies on prospective estimates of business activity that may not be realized. Impact DataSource and the Client made reasonable efforts to ensure that the project-specific data reflects realistic estimates of future activity.

The analysis presented in this report incorporates estimates, assumptions, and other information developed by the Impact DataSource from their independent research effort.

The Client and Impact DataSource make no representation or warranty as to the accuracy or completeness of the information contained herein, and expressly disclaim any and all liability based on or relating to any information contained in, or errors or omissions from, this information or based on or relating to the use of this information.

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Study Highlights

- This analysis presents the economic and fiscal impact of a possible movie studio to be developed in Bastrop County seeking a Media Production Development Zone (MPDZ) sales tax exemption from the Texas Film Commission.

- Although multiple phases are contemplated for the Project, this study analyzes the impacts resulting from the two-year construction/development of Phase I and the first 10 years of production activity facilitated by these structures.

- Phase I involves an investment of $40.3 million to develop six sound stages as well as warehouse and office space plus other supporting facilities. Approximately 94% or $37.8 million of the planned investment will be spent on qualifying production facilities eligible for the state MPDZ sales tax exemption.

- After the initial development of Phase I, the studio will facilitate on-going economic impacts through media production activities taking place on site. Although the specific projects that may utilize the studio facilities are not known at this time, this study estimates the impact of on-going production activities consistent with television projects receiving a grant from the Texas Moving Image Industry Incentive Program (TMIIIP) from 2017 through 2020.

- The planned studio development will generate significant economic impacts in the State of Texas economy during (1) the initial construction phase and (2) during the on-going operations of the studio.

  Initial Construction/Development Impacts
  - $105.5 million in economic impact during construction/development inclusive of secondar or indirect and induced economic impacts.
  - 747 total construction "jobs years" of employment during construction phases.

  On-going Production Activity Impacts
  - $177.8 million in annual economic impact.
  - $1.9 billion in economic impact over the first 10 years.
  - 1,443 total jobs including direct, indirect, and induced.

- These economic activities have the potential to generate additional tax revenues for the State of Texas in the form of sales taxes, hotel occupancy taxes, franchise taxes, as well as other taxes and revenues collected from workers.

- The additional State of Texas tax revenues estimated to be collected during construction total $1.43 million AFTER deducting the potential MPDZ sales tax exemption valued at $1.12 million.

- On-going media production activity facilitated by the studio is estimated to generate $47.45 million in tax revenues for the State of Texas over the first 10 years of operation.

- The estimated tax revenues for the State of Texas associated with this Project are summarized on the next page.

Indirect and induced impacts *represent the spin-off economic activity resulting from the business-to-business expenditures initiated by the company and the consumer-to-business expenditures initiated by workers spending a portion of their earnings on goods and services in the economy.* ***Economic output*** *is gross output and is the sum of the intermediate inputs and final use. This is a duplicative total in that goods and services will be counted multiple times if they are used in the production of other goods and services. Economic output can be thought of as the value of goods and services sold in the economy or revenues for businesses in the economy.* ***Value added*** *is defined as the value of gross output less intermediate inputs.* ***Household earnings*** *or earnings consist of wages and salaries, employer provided benefits, and proprietors' income. For permanent or on-going activity,* ***Employment*** *consists of a count of jobs that include both full-time and part-time workers. For temporary construction impacts, a* ***Job Year*** *is defined as full employment for one person for 2080 hours in a 12-month span.*

Table 1. State of Texas: Benefits Over the Next 12 Years

	Construction	Operations	Total
Sales Taxes, before exemption	$1,822,344	$29,075,302	$30,897,646
Sales Tax Exemption on MPDZ Eligible Materials	($1,123,442)	$0	($1,123,442)
Hotel Occupancy Taxes	$0	$1,855,983	$1,855,983
Franchise Taxes	$79,119	$1,460,140	$1,539,259
Other Taxes & Revenues from Workers	$656,502	$15,059,384	$15,715,887
Total Benefits	$1,434,523	$47,450,810	$48,885,333
Present Value (5% discount rate)	*$1,315,461*	*$32,929,557*	*$34,245,018*

- The State of Texas is estimated to collect $1.28 in tax revenue for every dollar exempted through the MPDZ sales tax during construction.

- Including both construction and operations tax revenue, the State of Texas is estimated to collect $43.51 in tax revenue for every dollar exempted by the MPDZ program.

Local Impact in Bastrop County

- In addition to the impact details for the State of Texas, this analysis presents economic impact estimates and fiscal impact estimates for Bastrop County and other local taxing jurisdictions. The economic impact within Bastrop County is a subset of the statewide economic impact of the project presented above.

- This analysis assumes the proposed site of the studio will be annexed by the City of Bastrop before construction. Accordingly, the city will benefit from property taxes, sales taxes, and other direct activity taking place on site.

- The total economic impact of the construction/development of the studio is expected to be $55.8 million in Bastrop County.

- The on-going production activity is estimated to create 993 direct, indirect, and induced jobs in the county.

- During the next 12 years - inclusive of two years of construction/development and 10 years of studio operations - the Project is estimated to generate a total of $11.0 million in revenues for local taxing jurisdictions.

    - City of Bastrop: $7.2 million
    - Bastrop County: $2.7 million
    - Bastrop ISD: $1.1 million
    - Total: $11.0 million

Introduction

This report presents the results of an analysis undertaken by Austin, TX based economic consulting firm, Impact DataSource. The report estimates the impact that a potential project in Bastrop County will have on the economy and estimates the costs and benefits for the state and local taxing districts over a 12-year period. This period covers a two-year construction/development period and 10 years of movie studio operations.

Description of the Project

This project involves the development of movie studio seeking Media Production Development Zone Exemption from the Texas Film Commission. The proposed site is located in Bastrop County outside of the City of Bastrop. Although multiple phases are contemplated for the movie studio project, this study analyzes the impact resulting from the development and use of Phase I structures only. Phase I is planned to include the development of six sound stages as well as warehouse and office space. These structures represent the qualifying production facilities seeking benefit from the MPDZ sales tax exemption. In addition to the qualifying production facilities, Phase I is planned to include supporting facilities for the studio as detailed in the Project Details & Key Assumptions section.

Methodology

Economic impacts are estimated during (1) the initial construction period and (2) during the on-going operation of the proposed movie studio in Bastrop County. This analysis focuses on Phase I development and associated operations.

Impact DataSource applied the Regional Input-Output Modeling System (RIMS II) economic input-output model to estimate the total impact - inclusive of indirect and induced effects. The economic impacts are then translated into additional revenues and costs for the city, county, school, and state.

This analysis presents two sets of economic impact estimates; one set of economic impacts are presented for the State of Texas and another set of impacts are presented for Bastrop County. The economic impact within the Bastrop economy represents a subset of the statewide economic impact of the project.

Project Details & Key Assumptions

The table below summarizes the details and key assumptions used to estimate the impacts in this analysis related to Phase I of the movie studio project. The initial capital investment of $40.3 million serves as the basis of the initial construction economic impact. Impact DataSource uses the RIMS II economic impact model to estimate the employment, earnings, and output associated with this spending.

Table 2. Phase I Development Details

				PHASE I Capital Investment		
	Qty	SF Per	SF Total	2022	2023	Total
Sound Stages*	6	19,200	115,200	$4,608,000	$16,128,000	$20,736,000
Warehouse*	1	100,000	100,000	$2,500,000	$8,750,000	$11,250,000
Offices*	6	10,800	64,800	$1,296,000	$4,536,000	$5,832,000
Entry Gate	1	1,000	1,000	$20,000	$70,000	$90,000
Accommodations	12	479	5,750	$240,000	$840,000	$1,080,000
Flex Pad	1	40,000	40,000	$50,000	$175,000	$225,000
Club House	1	10,000	10,000	$250,000	$875,000	$1,125,000
Total			336,750	$8,964,000	$31,374,000	$40,338,000

* Investment eligible for Media Production Development Zone Program sales tax exemption.

After the initial development of Phase I, the studio will facilitate on-going economic impacts through media production activities taking place on site. Although the specific projects that may utilize the studio facilities are not known at this time, this study estimates the impact of on-going production activities based on a hypothetical in-state production budget of $10.6 million. The hypothetical amount of $10.6 million of in-state expenditures is consistent with the average television project receiving a grant from the Texas Moving Image Industry Incentive Program (TMIIIP) from 2017 through 2020. The breakdown of the hypothetical television production budget is based on similar media projects analyzed by Impact DataSource.

Table 3. Hypothetical Television Production Spending

	In-State Spending	Percentage*
Crew	$3,894,218	36.64%
Talent	$1,310,472	12.33%
Studio/Office Rental	$553,736	5.21%
Lodging	$470,835	4.43%
Food	$222,132	2.09%
Vehicle Rentals	$139,231	1.31%
Rolling Equipment	$416,630	3.92%
Equipment Rentals	$733,354	6.90%
Construction	$280,588	2.64%
Set Dressing	$144,545	1.36%
Wardrobe	$62,707	0.59%
Special FX	$121,163	1.14%
Miscellaneous	$2,278,713	21.44%
Total	$10,628,325	100.00%

* Distribution of spending is based on similar media production projects.

It is assumed that the Phase I facilities could support a total of 6 of these hypothetical television projects per year. The table below illustrates the spending associated with 6 television projects.

Table 4. Annual Television Production Spending

	In-State Spending	Percentage*
Crew	$23,365,309	36.64%
Talent	$7,862,835	12.33%
Studio/Office Rental	$3,322,414	5.21%
Lodging	$2,825,009	4.43%
Food	$1,332,792	2.09%
Vehicle Rentals	$835,386	1.31%
Rolling Equipment	$2,499,782	3.92%
Equipment Rentals	$4,400,126	6.90%
Construction	$1,683,527	2.64%
Set Dressing	$867,271	1.36%
Wardrobe	$376,243	0.59%
Special FX	$726,977	1.14%
Miscellaneous	$13,672,277	21.44%
Total	$63,769,949	100.00%

The economic impact of on-going operations facilitated by the movie studio will be based on the expenditures detailed above.

Economic & Fiscal Impact

The economic impact of the Project was measured in employment, household earnings (or compensation to employees), economic output and value added. The total economic impact of the Project extends beyond the initial spending and workers employed. The direct economic activity ripples through the local and state economies supporting additional economic impacts in the form of indirect and induced jobs, household earnings, and economic output. The economic impact estimates are based on the Regional Input-Output Modeling System (RIMS II), a widely used regional input-output model developed by the U.S. Department of Commerce, Bureau of Economic Analysis.

This section of the report focuses on the statewide economic impacts. Local Bastrop County impacts are addressed in a later section.

Construction/Development

Economic Impact of Construction/Development

The Phase I capital investment will be made over 2 years and a total of $40.3 million will be spent to construct sound stages, warehouse space, offices, and other supporting structures on the site. This activity is expected to support 747 "job years" of employment and $39.9 million in household earnings for these workers. A "job year" is defined as full employment for one person for 2080 hours in a 12-month span. Additionally, the activity will support $105.5 million in total spending or economic output, and contribute $58.0 million in value added or gross area product.

Table 5. Economic Impact of Construction/Development Statewide in Texas

		Statewide In Texas
Economic Output:		
Direct		$40,338,000
Indirect & Induced		$65,153,938
	Total Economic Output	$105,491,938
Value Added:		
	Total Value Added	$57,973,774
Employment:		
Direct		329.1
Indirect & Induced		418.3
	Total Employment	747.4
Household Earnings:		
Direct		$21,165,158
Indirect & Induced		$18,773,495
	Total Household Earnings	$39,938,654

Fiscal Impact During Construction/Development

The initial capital investment in the studio and the secondary economic impact impacts it supports through indirect and induced impacts will generate revenues for the State of Texas. The table below summarizes the revenues or benefits for the State of Texas during F396. After deducting the potential MPDZ sales tax exemption valued at $1.12 million, the state will receive $1.43 million in total benefits (tax revenues).

Therefore, the construction/development activity will generate $1.28 for every dollar in sales tax exemption.

Table 6. Revenues for the State of Texas During Construction/Development

	Amount
Sales Taxes, before exemption	$1,822,344
Sales Tax Exemption on MPDZ Eligible Materials	($1,123,442)
Hotel Occupancy Taxes	$0
Franchise Taxes	$79,119
Other Taxes & Revenues from Workers	$656,502
Total Benefits	$1,434,523
Present Value (5% discount rate)	*$1,315,461*

On-Going Production Activity

Economic Impact of On-Going Production Activity

The on-going economic impact is estimated based on the anticipated expenditures associated with production activities taking place at the studio facilities. The economic impact results were estimated using industry-specific multipliers for each expenditure category. Detailed calculations and results are shown in Appendix B. In total, the production activities are anticipated to have an annual economic impact of $177.8 million per year, support 1,443 permanent jobs and $64.3 million in household earnings paid to workers. This economic activity has the potential to contribute $66.4 million to the gross state product in Texas.

Table 7. Annual Economic Impact of On-Going Production Activity Statewide in Texas

		Statewide In Texas
Economic Output:		
Direct		$63,769,949
Indirect & Induced		$114,029,398
	Total Economic Output	$177,799,348
Value Added:		
	Total Value Added	$66,430,641
Employment:		
Direct		694.0
Indirect & Induced		748.6
	Total Employment	1,442.6
Household Earnings:		
Direct		$31,228,144
Indirect & Induced		$33,081,991
	Total Household Earnings	$64,310,135

Fiscal Impact of On-Going Production Activity Over the First 10 Years

The on-going production activity will also generate revenues for the State of Texas. The table below summarizes the tax revenue generated over the first 10-years of Phase I studio operations.

Table 8. Revenues for the State of Texas Over the First 10 Years from Production Activity

	Amount
Sales Taxes, before exemption	$29,075,302
Sales Tax Exemption on MPDZ Eligible Materials	$0
Hotel Occupancy Taxes	$1,855,983
Franchise Taxes	$1,460,140
Other Taxes & Revenues from Workers	$15,059,384
Total Benefits	$47,450,810
Present Value (5% discount rate)	*$32,929,557*

More details about the fiscal impact estimates are provided below.

The Project is expected to generate fiscal benefits for Texas. The fiscal benefit in this report includes estimates of (1) Sales Taxes, (2) Hotel Occupancy Taxes, (3) Franchise Taxes, and (4) Other Taxes and Revenues from Workers. These revenues account for a majority of the state's general fund revenue and are the main sources of benefit for the state from this Project.

Sales taxes were calculated based on the state's portion of the sales tax rate and the estimated taxable sales supported by the Project during construction and operations. Taxable sales supported by the Project include taxable purchases/sales occurring during the initial capital expenditure as well as taxable spending during production activity and taxable spending by direct, indirect, and induced workers. Importantly, this study calculates the potential sales tax exemption associated with an MPDZ designation which has the potential to exempt taxes on construction materials for sound stages, warehouses and offices at the studio.

Hotel occupancy taxes were calculated on the lodging spending during on-going production activities that are anticipated to require significant lodging or accommodation spending.

Texas franchise tax is a tax on "taxable margin," which is a concept similar to taxable income. Generally, an entity's taxable margin is its revenue less either its cost of goods sold or its compensation expense, but not both. If 70% of the entity's revenue is less than either of these calculations, then 70% of revenue is the taxable margin. Taxable margin must then be apportioned to business done in Texas, measured by the ratio of gross receipts from business done in Texas to gross receipts from business done everywhere. The tax rate is then applied to the apportioned margin. A rate of 0.375% is used for taxable entities primarily engaged in retail or wholesale trade, and a 0.75% rate is used for all other entities.

This study assumes the direct, indirect, and induced economic output represents revenues and that the taxable margins of these businesses is equal to 10% of the revenues. The franchise tax rate of 0.75% is applied to these estimated taxable margins

Other taxes and revenues -- in addition to taxes listed above -- will be collected for the State's general fund. The estimated annual collections from each worker of these other taxes are the following:

Other Revenues for the State from Each Worker:	
Gasoline taxes	$38
Motor vehicle sales and use taxes	$313
Cigarette and tobacco taxes	$161
Alcohol beverage taxes	$129
Net lottery proceeds	$218

See Appendix A for more details.

The statewide impact on population from this project is expected to be negligible and therefore no additional government costs are estimated for Texas.

Local Economic Impact

The impact felt inside the local economy will be a subset of the statewide economic impact for both the initial capital investment impact as well as the on-going operations impact. This section illustrates the economic impact for the local Bastrop County economy.

Local Economic Impact of Construction/Development

The Phase I capital investment impact within Bastrop County will be a subset of the previously presented statewide Texas impact. Within Bastrop County, the Phase I capital investment is expected to support 320 "job years" of employment and $20.4 million in household earnings for these workers. Additionally, the activity will support $55.8 million in total spending or economic output, and contribute $31.0 million in value added or gross area product.

Table 9. Economic Impact of Initial Capital Investment in Bastrop County

		Bastrop County
Economic Output:		
Direct		$40,338,000
Indirect & Induced		$15,449,454
	Total Economic Output	$55,787,454
Value Added:		
	Total Value Added	$30,987,652
Employment:		
Direct		233.9
Indirect & Induced		86.5
	Total Employment	320.4
Household Earnings:		
Direct		$16,610,539
Indirect & Induced		$3,744,016
	Total Household Earnings	$20,354,555

Local Economic Impact of On-Going Production Activity

The on-going economic impact is estimated based on the anticipated expenditures associated with production activities taking place at the studio facilities. The economic impact results were estimated using industry-specific multipliers for each expenditure category. Detailed calculations and results are shown in Appendix B. In total and at the local level, the production activities are anticipated to have an annual economic impact of $105.3 million per year, support 993 permanent jobs and $43.0 million in household earnings paid to workers. This economic activity has the potential to contribute $28.7 million to the gross area product.

Table 10. Annual Economic Impact of On-Going Production Activity in Bastrop County

		Bastrop County
Economic Output:		
Direct		$56,933,811
Indirect & Induced		$48,403,700
	Total Economic Output	$105,337,511
Value Added:		
	Total Value Added	$28,687,036
Employment:		
Direct		694.0
Indirect & Induced		298.8
	Total Employment	992.7
Household Earnings:		
Direct		$31,228,144
Indirect & Induced		$11,785,238
	Total Household Earnings	$43,013,382

The Project's Taxable Property

The studio's development will result in the addition of taxable property at the site. The taxable value of the property associated with Phase I is shown below. The analysis assumes the market value of the property is equal to 50% of the cost of buildings and other real property improvements.

Table 11. Value of Taxable Property Supported by the Project Over the Next 12 Years

Year	Land	Buildings & Other Real Prop. Improvements	Furniture, Fixtures, & Equipment	Inventories	Total
1	$0	$4,482,000	$0	$0	$4,482,000
2	$0	$20,258,640	$0	$0	$20,258,640
3	$0	$20,663,813	$0	$0	$20,663,813
4	$0	$21,077,089	$0	$0	$21,077,089
5	$0	$21,498,631	$0	$0	$21,498,631
6	$0	$21,928,603	$0	$0	$21,928,603
7	$0	$22,367,176	$0	$0	$22,367,176
8	$0	$22,814,519	$0	$0	$22,814,519
9	$0	$23,270,809	$0	$0	$23,270,809
10	$0	$23,736,226	$0	$0	$23,736,226
11	$0	$24,210,950	$0	$0	$24,210,950
12	$0	$24,695,169	$0	$0	$24,695,169

Population Impacts and Residential Property

The studio operations will create a significant number of jobs in the local economy. This analysis assumes a small portion of the new jobs will be filled by new worker households moving to Bastrop County. Due to the project's proximity to the City of Bastrop, it is expected that many of the new households may choose to locate in the City of Bastrop.

A subset of those workers relocating to the area may build new residential properties. Additionally, the relocating workers may have spouses or school-aged children. A summary of the overall population impact over the 12-year period is shown below.

Table 12. Population Impacts Over the First 10 Years

	Direct	Indirect & Induced	Total
Number of direct, indirect, and induced workers who will move to the City	31.2	13.4	44.6
Number of new residents in the City	81.1	34.9	116.0
Number of new residential properties to be built in the City	4.7	2.0	6.7
Number of new students expected to attend local school district	15.6	6.7	22.3

The taxable value of new residential property will phase in according to the employment impacts associated with the project. The table below shows the market value of residential property constructed over the next 12 years.

Table 13. Value of New Residential Taxable Property Over the Next 12 Years

Year	Market Value
1	$0
2	$0
3	$996,807
4	$1,016,743
5	$1,037,078
6	$1,057,820
7	$1,078,976
8	$1,100,556
9	$1,122,567
10	$1,145,018
11	$1,167,919
12	$1,191,277

This analysis assumes residential real property will appreciation at a rate of 2.0% per year.

Local Fiscal Impact

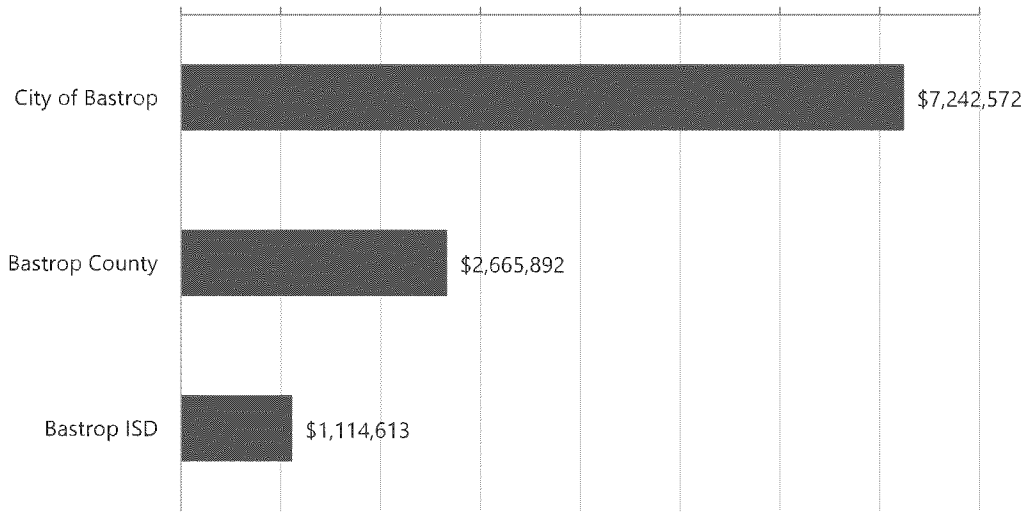
The Project will generate additional benefits and costs for local taxing districts, a summary of which is provided below. The source of specific benefits and costs are provided in greater detail for each taxing district on subsequent pages. Overall, the City will receive approximately $7.2 million in net benefits over the 12-year period and the Project will generate $11.0 million in total for all local taxing districts.

Table 14. Fiscal Net Benefits Over the Next 12 Years for Local Taxing Districts

	Benefits	Costs	Net Benefits	Present Value of Net Benefits*
City of Bastrop	$12,237,222	($4,994,649)	$7,242,572	$5,161,445
Bastrop County	$3,940,907	($1,275,015)	$2,665,892	$1,884,958
Bastrop ISD	$4,649,882	($3,535,269)	$1,114,613	$796,373
Total	$20,828,011	($9,804,933)	$11,023,078	$7,842,776

** The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 5% to make the dollars comparable.*

Figure 1. Net Benefits Over the Next 12 Years for Local Taxing Districts



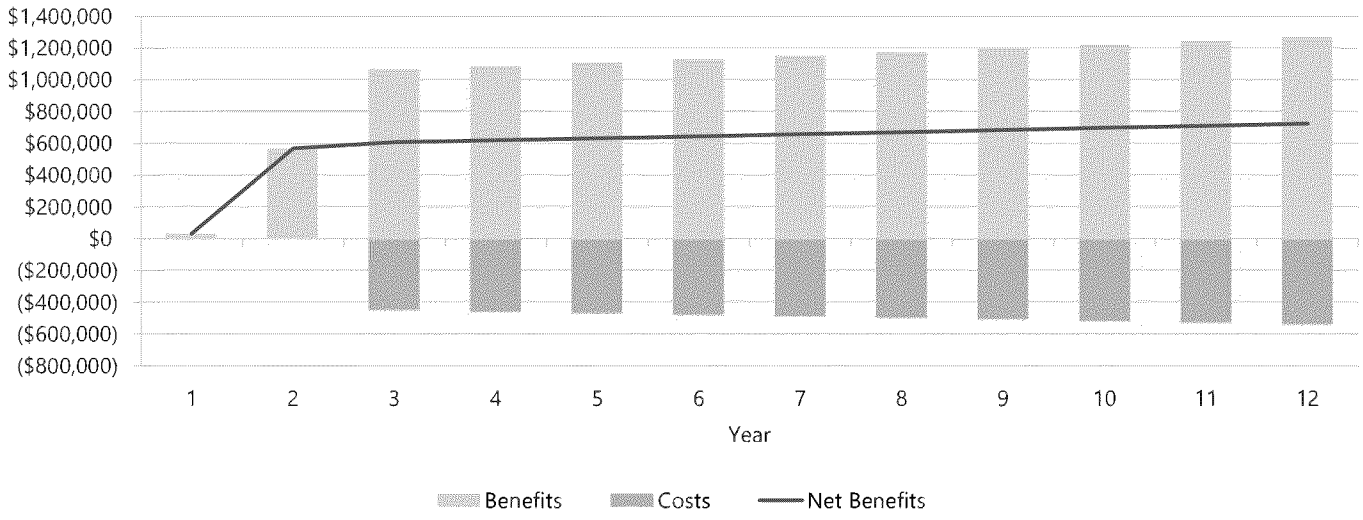
City of Bastrop

The table below displays the estimated additional benefits, costs, and net benefits to be received by the city over the next 12 years of the Project. Appendix C contains the year-by-year calculations.

Table 15. City of Bastrop: Benefits, Costs, and Net Benefits Over the Next 12 Years

	Amount
Sales Taxes	$3,805,405
Sales Tax Exemption on MPDZ Eligible Materials	($121,332)
Real Property Taxes	$1,454,315
FF&E Property Taxes	$0
Inventory Property Taxes	$0
New Residential Property Taxes	$63,240
Utility Revenue	$3,632,787
Utility Franchise Fees	$267,878
Building Permits and Fees	$150,000
Tap and Impact Fees	$280,000
Hotel Occupancy Taxes	$1,623,986
Miscellaneous Taxes & User Fees	$1,080,943
Subtotal Benefits	$12,237,222
Cost of Providing Municipal Services	($1,459,947)
Cost of Providing Utility Services	($3,534,702)
Subtotal Costs	($4,994,649)
Net Benefits	$7,242,572
Present Value (5% discount rate)	*$5,161,445*

Figure 2. Annual Fiscal Net Benefits for the City of Bastrop



The city will receive benefits from the activity, spending, and investments associated with (1) the Project and (2) the workers. These benefits, associated costs, and resulting net benefits for the next 12 years are shown below for these two categories.

Table 16: Net Benefits to the City from the Project and Workers

	The Project	Workers	Total
Sales Taxes	$3,785,562	$19,842	$3,805,405
Sales Tax Exemption on MPDZ Eligible Materials	($121,332)	$0	($121,332)
Real Property Taxes	$1,454,315	$0	$1,454,315
FF&E Property Taxes	$0	$0	$0
Inventory Property Taxes	$0	$0	$0
New Residential Property Taxes	$0	$63,240	$63,240
Utility Revenue	$3,106,917	$525,870	$3,632,787
Utility Franchise Fees	$229,264	$38,615	$267,878
Building Permits and Fees	$150,000	$0	$150,000
Tap and Impact Fees	$280,000	$0	$280,000
Hotel Occupancy Taxes	$1,623,986	$0	$1,623,986
Miscellaneous Taxes & User Fees	$924,960	$155,983	$1,080,943
Subtotal Benefits	$11,433,671	$803,550	$12,237,222
Cost of Providing Municipal Services	($1,249,091)	($210,856)	($1,459,947)
Cost of Providing Utility Services	($3,023,030)	($511,672)	($3,534,702)
Subtotal Costs	($4,272,121)	($722,528)	($4,994,649)
Net Benefits	$7,161,550	$81,022	$7,242,572
Percent of Total Net Benefits	*98.9%*	*1.1%*	

Bastrop County

The table below displays the estimated additional benefits, costs, and net benefits to be received by the County over the next 12 years of the Project. Appendix C contains the year-by-year calculations.

Table 17. Bastrop County: Benefits, Costs, and Net Benefits Over the Next 12 Years

	Amount
Sale Taxes	$1,268,468
Sales Tax Exemption on MPDZ Eligible Materials	($40,444)
Real Property Taxes	$1,405,369
FF&E Property Taxes	$0
Inventory Property Taxes	$0
New Residential Property Taxes	$122,223
Miscellaneous Taxes & User Fees	$1,185,290
Subtotal Benefits	$3,940,907
Cost of Providing County Services	($1,275,015)
Subtotal Costs	($1,275,015)
Net Benefits	$2,665,892
Present Value (5% discount rate)	*$1,884,958*

Bastrop ISD

The table below displays the estimated additional benefits, costs, and net benefits to be received by the school district over the next 12 years of the Project. Appendix C contains the year-by-year calculations.

Table 18. Bastrop ISD: Benefits, Costs, and Net Benefits Over the Next 12 Years

	Amount
Real Property Taxes	$3,315,758
FF&E Property Taxes	$0
Inventory Property Taxes	$0
New Residential Property Taxes	$144,184
Additional State and Federal Funding	$1,189,940
Subtotal Benefits	$4,649,882
Cost of Educating New Students	($1,127,191)
Reduction in State School Funding*	($2,408,078)
Subtotal Costs	($3,535,269)
Net Benefits	$1,114,613
Present Value (5% discount rate)	*$796,373*

* Reduction in state school funding as a result of property being added to local tax rolls, see Methodology.

5775
6063.75

Overview of Methodology

This report presents the results of an analysis undertaken by Impact DataSource, an Austin, TX based economic consulting firm. The analysis relies on prospective estimates of business activity that may not be realized. Impact DataSource and the Client made reasonable efforts to ensure that the project-specific data reflects realistic estimates of future activity.

The Total Impact model combines project-specific attributes with community data, tax rates, and assumptions to estimate the economic impact of the Project and the fiscal impact for local taxing districts over a 12-year period.

The economic impact as calculated in this report can be categorized into two main types of impacts. First, the direct economic impacts are the jobs and payroll directly created by the Project. Second, this economic impact analysis calculates the indirect and induced impacts that result from the Project. Indirect jobs and salaries are created in new or existing area firms, such as maintenance companies and service firms, that may supply goods and services for the Project. In addition, induced jobs and salaries are created in new or existing local businesses, such as retail stores, gas stations, banks, restaurants, and service companies that may supply goods and services to new workers and their families.

The economic impact estimates in this report are based on the Regional Input-Output Modeling System (RIMS II), a widely used regional input-output model developed by the U. S. Department of Commerce, Bureau of Economic Analysis. The RIMS II model is a standard tool used to estimate regional economic impacts. The economic impacts estimated using the RIMS II model are generally recognized as reasonable and plausible assuming the data input into the model is accurate or based on reasonable assumptions. Impact DataSource utilizes county-level multipliers to estimate the impact occurring at the sub-county level.

Two types of regional economic multipliers were used in this analysis: an employment multiplier and an earnings multiplier. An employment multiplier was used to estimate the number of indirect and induced jobs created or supported in the area. An earnings multiplier was used to estimate the amount of salaries to be paid to workers in these new indirect and induced jobs. The employment multiplier shows the estimated number of total jobs created for each direct job. The earnings multiplier shows the estimated amount of total salaries paid to these workers for every dollar paid to a direct worker. The multipliers used in this analysis are listed below:

None		City	County
Employment Multiplier	(Type II Direct Effect)	1.0000	1.0000
Earnings Multiplier	(Type II Direct Effect)	1.0000	1.0000

The fiscal impacts calculated in this report are detailed in Appendix C. Most of the revenues estimated in this study result from calculations relying on (1) attributes of the Project, (2) assumptions to derive the value of associated taxable property or sales, and (3) local tax rates. In some cases, revenues are estimated on a per new household, per new worker, or per new school student basis.

The company or Project developer was not asked, nor could reasonably provide data for calculating some other revenues. For example, while the city will likely receive revenues from fines paid on speeding tickets given to new workers, the company does not know the propensity of its workers to speed. Therefore, some revenues are calculated using an average revenue approach. This approach uses relies on two assumptions:

1. The taxing entity has two general revenue sources: revenues from residents and revenues from businesses.
2. The taxing entity will collect (a) about the same amount of miscellaneous taxes and user fees from each new household that results from the Project as it currently collects from existing households on average, and (b) the same amount of miscellaneous taxes and user fees from the new business (on a per worker basis) will be collected as it collects from existing businesses.

In the case of the school district, some additional state and federal revenues are estimated on a per new school student basis consistent with historical funding levels.

Additionally, this analysis sought to estimate the additional expenditures faced by the city and county to provide services to new households and new businesses. A marginal cost approach was used to calculate these additional costs. This approach relies on two assumptions:

1. The taxing entity spends money on services for two general groups: revenues from residents and revenues from businesses.
2. The taxing entity will spend slightly less than its current average cost to provide local government services (police, fire, EMS, etc.) to (a) new residents and (b) businesses on a per worker basis.

In the case of the school district, the marginal cost to educate new students was estimated based on a portion of the school's current expenditures per student and applied to the headcount of new school students resulting from the Project.

Additionally, this analysis seeks to calculate the impact on the school district's finances from the Project by generally, and at a summary level, mimicking the district's school funding formula.

According to the Texas Education Agency, any property added to local tax rolls, and the local taxes that this generates, reduces the amount of state funding equivalent to local taxes collected for maintenance and operations. The school district retains local taxes received for debt services and the corresponding state funding is not reduced.

However, according to the Texas Education Agency, the school district will receive state aid for each new child that moves to the District. The additional revenues for the school district are calculated in this analysis.

About Impact DataSource

Impact DataSource is an Austin economic consulting, research, and analysis firm founded in 1993. The firm has conducted over 2,500 economic impact analyses of firms, projects, and activities in most industry groups in Texas and more than 30 other states.

In addition, Impact DataSource has prepared and customized more than 50 economic impact models for its clients to perform their own analyses of economic development projects. These clients include the New Mexico Economic Development Department and the Tennessee Department of Economic and Community Development.

The New Mexico Department of Economic Development uses Impact DataSource's computer model to project the economic impact of new or expanding firms in the state, including costs and benefits for the State of New Mexico, as well as each local taxing district. The model also analyzes the amount of eligible state and local incentives and calculates a rate of return and payback period for these incentives.

Appendix A

Data and Rates

Local Tax Rates

Sales tax rates

City of Bastrop	1.500%
Bastrop County	0.500%
State of Texas	6.250%

Property tax rates, per $100 of valuation

City of Bastrop			0.5794
Bastrop County			0.5599
Bastrop ISD			1.3210
	M&O Rate	*0.9194*	
	I&S Rate	*0.4016*	

Hotel occupancy tax rates

City of Bastrop	7.00%
State of Texas	6.00%

City Data

Estimated additional annual miscellaneous taxes and user fees to be collected

Residential, per household	$307
Businesses, per worker	$117

Estimated utility franchise fees to be collected

Residential, per household	$76
Businesses, per worker	$29

Estimated city-owned utility revenue to be collected

Residential, per household	$1,035
Businesses, per worker	$393

Estimated additional annual operating expenditures to be incurred

Residential, per household	$415
Businesses, per worker	$158

The City's cost of providing city-owned utility service, as a percent of utility billings 97.3%

Rate of expected annual increase in

City-owned Utility bills	2.0%
City Miscellaneous Taxes and User Fees	2.0%
Cost of City Services	2.0%

Percent of new workers who will move to the City to take a job

Project's workers	4.5%
Spin-off workers	4.5%

Percent of workers who move to the area that will buy a new home or require that new residential property be built for them	15.0%
Average taxable value of a new single family residence constructed in the area	$143,000
Percent of taxable shopping by a typical new worker that will be in the City	25.0%

County Data

Estimated additional annual miscellaneous taxes and user fees to be collected

Residential, per household	$341
Businesses, per worker	$106

Estimated additional annual operating expenditures to be incurred

Residential, per household	$367
Businesses, per worker	$114

Rate of expected annual increase in

County Miscellaneous Taxes and User Fees	2.0%
Cost of County Services	2.0%

Percent of new workers who will move to the County to take a job

Project's workers	9.0%
Spin-off workers	9.0%

School District Data

Annual state aid and federal and other funding per child received by the district	$4,684
The school district's estimated annual marginal cost to educate new each new student	$4,437

Rate of expected annual increase in

State and Federal Aid	2.0%
Cost of educating students	2.0%

State of Texas Data

Texas business franchise tax:

Texas franchise tax is a tax on "taxable margin," which is a concept similar to taxable income. Generally, an entity's taxable margin is its revenue less either its cost of goods sold or its compensation expense, but not both. If 70% of the entity's revenue is less than either of these calculations,

then 70% of revenue is the taxable margin. Taxable margin must then be apportioned to business done in Texas, measured by the ratio of gross receipts from business done in Texas to gross receipts from business done everywhere. The tax rate is then applied to the apportioned margin. A rate of .375% is used for taxable entities primarily engaged in retail or wholesale trade, and a .75% rate is used for all other entities.

Sales and use tax rate	6.25%
Hotel occupancy tax rate	6.00%
Gasoline tax, per gallon	$0.20
Percent of gasoline taxes going into state general revenues	25.00%
Motor vehicle sales and use tax	6.25%
Percent of total salaries that a typical worker spends on taxable goods and services	25.00%

Estimated other taxes collected annually by the state for the general revenue fund for each worker household:

	Total Collections in 2017	Number of Households in the State (Estimated 2017)	Amount of Annual Collections Per Worker Household
Cigarette and tobacco taxes	$1,522,827,788	9,430,419	$161
Alcoholic beverage taxes	$1,217,710,832	9,430,419	$129
Net lottery proceeds	$2,053,243,707	9,430,419	$218
Total			$508

Some assumptions used in this analysis:

Annual state gasoline tax collections per worker:

Miles driven per year by a typical worker	15,000
Miles per gallon	20
Number of gallons of gasoline purchased each year by a typical worker	750
Gasoline tax, per gallon	$0.20
Gasoline taxes paid each year by a typical worker	$150
Percent of gasoline taxes going into the general fund	25.0%
Gasoline taxes paid each year by a typical worker going to the general fund	$37.50

Annual motor vehicle sales and use tax collections per worker:

Number of new or used automobiles purchased per 10 workers each year	2
Average value of new or used automobiles purchased by a typical worker who purchases an automobile	$25,000
Motor vehicle sales and use tax	6.25%
Annual motor vehicle sales and use taxes paid by a typical worker	$312.50

Estimated other taxes collected annually by the state for the general revenue fund for each worker household:

Summary of annual state taxes, other than sales taxes, collected from each worker:

Gasoline taxes	$37.50
Motor vehicle sales and use taxes	$312.50
Cigarette and tobacco taxes	$161.48
Alcoholic beverage taxes	$129.13
Net lottery proceeds	$217.73
Total	$858.33

Estimated annual increase in the above taxes per worker over each of the next ten years 3.0%

Other Rates and Assumptions

Amount of building and improvements costs added to local tax rolls 50.0%

Percentages for computing depreciable or taxable values of the Project's furniture, fixtures, and equipment

Year	Percent of Market Value of FF&E Subject to Property Taxes
1	100%
2	90%
3	80%
4	70%
5	60%
6	50%
7	40%
8	30%
9	20%
10	20%

Percent annual increase in the taxable value of real property

Commercial/Industrial	2.0%
Residential	2.0%

Household size of a typical new worker moving to the area 2.60

Number of school children in a typical worker's household 0.50

Percent of the gross salaries that workers will spend on taxable goods and services

New Workers	25.0%
Temporary Construction Workers	25.0%

Discount rate for calculating the present value of costs and benefits 5.0%

Expected average annual inflation rate 3.0%

Project Investments

The Project's capital investment each year

Year	Land	MPDZ Eligible Buildings and Other Real Property Improvements	MPDZ Ineligible Buildings and Other Real Property Improvements	MPDZ Eligible Furniture, Fixtures, and Equipment	MPDZ Ineligible Furniture, Fixtures, and Equipment	Total
1	$0	$8,404,000	$560,000	$0	$0	$8,964,000
2	$0	$29,414,000	$1,960,000	$0	$0	$31,374,000
3	$0	$0	$0	$0	$0	$0
4	$0	$0	$0	$0	$0	$0
5	$0	$0	$0	$0	$0	$0
6	$0	$0	$0	$0	$0	$0
7	$0	$0	$0	$0	$0	$0
8	$0	$0	$0	$0	$0	$0
9	$0	$0	$0	$0	$0	$0
10	$0	$0	$0	$0	$0	$0
11	$0	$0	$0	$0	$0	$0
12	$0	$0	$0	$0	$0	$0
13	$0	$0	$0	$0	$0	$0
14	$0	$0	$0	$0	$0	$0
15	$0	$0	$0	$0	$0	$0
16	$0	$0	$0	$0	$0	$0
17	$0	$0	$0	$0	$0	$0
18	$0	$0	$0	$0	$0	$0
19	$0	$0	$0	$0	$0	$0
20	$0	$0	$0	$0	$0	$0
Total	$0	$37,818,000	$2,520,000	$0	$0	$40,338,000

* Investment eligible for Media Production Development Zone Program sales tax exemption.

Percent of building and improvement costs for materials and labor

Materials	47.5%
Labor	52.5%

Percent of construction materials that will be purchased in the City and subject to sales taxes	45.0%
Percent of taxable spending by construction workers in the City and subject to sales taxes	25.0%
Percent of furniture, fixtures, and equipment to be purchased in the City and subject to sales taxes	25.0%

Building permits and fees and tap and impact fees to be paid to the City during construction, if applicable

Year	Total City Building Permits and Fees	Tap & Impact Fees
1	$0	$0
2	$150,000	$280,000
3	$0	$0
4	$0	$0
5	$0	$0
6	$0	$0
7	$0	$0
8	$0	$0
9	$0	$0
10	$0	$0
11	$0	$0
12	$0	$0
13	$0	$0
14	$0	$0
15	$0	$0
16	$0	$0
17	$0	$0
18	$0	$0
19	$0	$0
20	$0	$0

The Project's taxable inventories

Year	Total Taxable Inventories
1	$0
2	$0
3	$0
4	$0
5	$0
6	$0
7	$0
8	$0
9	$0
10	$0
11	$0
12	$0
13	$0
14	$0
15	$0
16	$0
17	$0
18	$0
19	$0
20	$0

Estimated spending for construction

Year	Spending on Construction
1	$8,964,000
2	$31,374,000
3	$0
4	$0
5	$0
6	$0
7	$0
8	$0
9	$0
10	$0
11	$0
12	$0
13	$0
14	$0
15	$0
16	$0
17	$0
18	$0
19	$0
20	$0

Appendix B

Economic Impact Calculations

On-going Production Activity - Production Spending STATE OF TEXAS

	In-State Spending	RIMS II Industry
Crew	$23,365,309	H00000 Households
Talent	$7,862,835	H00000 Households
Studio/Office Rental	$3,322,414	531000 Real estate
Lodging	$2,825,009	721000 Accommodation
Food	$1,332,792	722A00 All other food and drinking places
Vehicle Rentals	$835,386	532100 Automotive equipment rental and leasing
Rolling Equipment	$2,499,782	532400 Commercial and industrial machinery and equipment rental and leasing
Equipment Rentals	$4,400,126	532400 Commercial and industrial machinery and equipment rental and leasing
Construction	$1,683,527	2332 Nonresidential structures
Set Dressing	$867,271	532A00 General and consumer goods rental
Wardrobe	$376,243	532A00 General and consumer goods rental
Special FX	$726,977	512100 Motion picture and video industries
Miscellaneous	$13,672,277	512100 Motion picture and video industries
Total	$63,769,949	

Indirect & Induced Impacts

	Output	Workers' Earnings	Employment	Value Added
Crew	$35,475,549	$10,617,197	236.5	$20,482,030
Talent	$11,938,142	$3,572,872	79.6	$6,892,561
Studio/Office Rental	$5,861,736	$1,257,202	33.2	$3,932,410
Lodging	$6,043,259	$1,793,033	45.3	$3,544,256
Food	$3,181,108	$1,182,320	35.0	$1,896,296
Vehicle Rentals	$1,873,855	$512,844	9.9	$1,041,476
Rolling Equipment	$5,745,249	$1,606,610	26.3	$3,181,473
Equipment Rentals	$10,112,811	$2,827,961	46.2	$5,600,041
Construction	$4,402,759	$1,666,860	28.3	$2,419,565
Set Dressing	$2,073,993	$678,033	12.6	$1,178,101
Wardrobe	$899,747	$294,147	5.5	$511,088
Special FX	$1,333,931	$357,091	9.6	$795,241
Miscellaneous	$25,087,261	$6,715,823	180.7	$14,956,104
Total Indirect & Induced	$114,029,398	$33,081,991	748.6	$66,430,641

Annual Economic Impact of On-going Production Activity

		Statewide In Texas
Economic Output:		
Direct		$63,769,949
Indirect & Induced		$114,029,398
	Total Economic Output	$177,799,348
Value Added:		
	Total Value Added	$66,430,641
Employment:		
Direct		694.0
Indirect & Induced		748.6
	Total Employment	1,442.6
Household Earnings:		
Direct		$31,228,144
Indirect & Induced		$33,081,991
	Total Household Earnings	$64,310,135

Number of jobs added and worker salaries to be paid each year in the State

Year	Direct Jobs	Indirect Jobs	Total Jobs	Direct Salaries	Indirect Salaries	Total Salaries
1	0.0	0.0	0.0	$0	$0	$0
2	0.0	0.0	0.0	$0	$0	$0
3	694.0	748.6	1,442.6	$31,228,144	$33,081,991	$64,310,135
4	0.0	0.0	0.0	$31,852,707	$33,743,631	$65,596,338
5	0.0	0.0	0.0	$32,489,761	$34,418,503	$66,908,264
6	0.0	0.0	0.0	$33,139,556	$35,106,873	$68,246,429
7	0.0	0.0	0.0	$33,802,347	$35,809,010	$69,611,357
8	0.0	0.0	0.0	$34,478,394	$36,525,190	$71,003,584
9	0.0	0.0	0.0	$35,167,962	$37,255,694	$72,423,656
10	0.0	0.0	0.0	$35,871,322	$38,000,809	$73,872,131
11	0.0	0.0	0.0	$36,588,748	$38,760,825	$75,349,573
12	0.0	0.0	0.0	$37,320,523	$39,536,041	$76,856,564
13	0.0	0.0	0.0	$0	$0	$0
14	0.0	0.0	0.0	$0	$0	$0
15	0.0	0.0	0.0	$0	$0	$0
16	0.0	0.0	0.0	$0	$0	$0
17	0.0	0.0	0.0	$0	$0	$0
18	0.0	0.0	0.0	$0	$0	$0
19	0.0	0.0	0.0	$0	$0	$0
20	0.0	0.0	0.0	$0	$0	$0
Total	694.0	748.6	1,442.6	$341,939,464	$362,238,567	$704,178,031

Economic Output & Value Added each year in the State

Year	Direct Economic Output	Indirect Economic Output	Total Economic Output	Total Value Added
1	$0	$0	$0	$0
2	$0	$0	$0	$0
3	$63,769,949	$114,029,398	$177,799,348	$66,430,641
4	$65,045,348	$116,309,986	$181,355,334	$67,759,254
5	$66,346,255	$118,636,186	$184,982,441	$69,114,439
6	$67,673,180	$121,008,910	$188,682,090	$70,496,728
7	$69,026,644	$123,429,088	$192,455,732	$71,906,662
8	$70,407,177	$125,897,670	$196,304,846	$73,344,796
9	$71,815,320	$128,415,623	$200,230,943	$74,811,692
10	$73,251,627	$130,983,936	$204,235,562	$76,307,925
11	$74,716,659	$133,603,614	$208,320,273	$77,834,084
12	$76,210,992	$136,275,687	$212,486,679	$79,390,766
13	$0	$0	$0	$0
14	$0	$0	$0	$0
15	$0	$0	$0	$0
16	$0	$0	$0	$0
17	$0	$0	$0	$0
18	$0	$0	$0	$0
19	$0	$0	$0	$0
20	$0	$0	$0	$0
Total	$698,263,151	$1,248,590,099	$1,946,853,249	$727,396,987

Statewide taxable spending on which sales taxes will be collected

Year	Construction Materials Spending	Construction Workers' Spending	Furniture, Fixtures, and Equipment Spending	Direct and Indirect Workers' Spending	Production Related Taxable Spending	Indirect & Induced Taxable Spending	Total
1	$4,260,631	$2,218,814	$0	$0	$0	$0	$6,479,446
2	$14,912,210	$7,765,849	$0	$0	$0	$0	$22,678,060
3	$0	$0	$0	$16,077,534	$15,005,069	$11,402,940	$42,485,543
4	$0	$0	$0	$16,399,085	$15,305,170	$11,630,999	$43,335,254
5	$0	$0	$0	$16,727,066	$15,611,274	$11,863,619	$44,201,958
6	$0	$0	$0	$17,061,607	$15,923,499	$12,100,891	$45,085,998
7	$0	$0	$0	$17,402,839	$16,241,969	$12,342,909	$45,987,717
8	$0	$0	$0	$17,750,896	$16,566,809	$12,589,767	$46,907,472
9	$0	$0	$0	$18,105,914	$16,898,145	$12,841,562	$47,845,621
10	$0	$0	$0	$18,468,033	$17,236,108	$13,098,394	$48,802,534
11	$0	$0	$0	$18,837,393	$17,580,830	$13,360,361	$49,778,585
12	$0	$0	$0	$19,214,141	$17,932,446	$13,627,569	$50,774,156
13	$0	$0	$0	$0	$0	$0	$0
14	$0	$0	$0	$0	$0	$0	$0
15	$0	$0	$0	$0	$0	$0	$0
16	$0	$0	$0	$0	$0	$0	$0
17	$0	$0	$0	$0	$0	$0	$0
18	$0	$0	$0	$0	$0	$0	$0
19	$0	$0	$0	$0	$0	$0	$0
20	$0	$0	$0	$0	$0	$0	$0
Total	$19,172,842	$9,984,663	$0	$176,044,508	$164,301,319	$124,859,010	$494,362,342

On-going Production Activity - Production Spending BASTROP COUNTY

	Bastrop County Spending	RIMS II Industry	
Crew	$23,365,309	H00000 Households	*100% of In-State Spending*
Talent	$7,862,835	H00000 Households	*100% of In-State Spending*
Studio/Office Rental	$3,322,414	531000 Real estate	*100% of In-State Spending*
Lodging	$2,825,009	721000 Accommodation	*100% of In-State Spending*
Food	$1,332,792	722A00 All other food and drinking places	*100% of In-State Spending*
Vehicle Rentals	$835,386	532100 Automotive equipment rental and leasing	*100% of In-State Spending*
Rolling Equipment	$2,499,782	532400 Commercial and industrial machinery and equi	*100% of In-State Spending*
Equipment Rentals	$4,400,126	532400 Commercial and industrial machinery and equi	*100% of In-State Spending*
Construction	$1,683,527	2332 Nonresidential structures	*100% of In-State Spending*
Set Dressing	$867,271	532A00 General and consumer goods rental	*100% of In-State Spending*
Wardrobe	$376,243	532A00 General and consumer goods rental	*100% of In-State Spending*
Special FX	$726,977	512100 Motion picture and video industries	*100% of In-State Spending*
Miscellaneous	$6,836,139	512100 Motion picture and video industries	*50% of In-State Spending*
Total	$56,933,811		

Indirect & Induced Impacts

	Output	Workers' Earnings	Employment	Value Added
Crew	$11,369,560	$2,946,366	78.7	$6,745,565
Talent	$3,826,055	$991,503	26.5	$2,270,000
Studio/Office Rental	$4,143,383	$631,591	20.9	$2,936,682
Lodging	$3,574,201	$781,115	22.5	$2,123,842
Food	$1,702,109	$551,643	19.5	$1,043,976
Vehicle Rentals	$1,127,604	$247,525	4.8	$620,692
Rolling Equipment	$3,304,212	$742,185	10.1	$1,799,843
Equipment Rentals	$5,816,087	$1,306,398	17.8	$3,168,091
Construction	$2,328,317	$849,508	13.4	$1,293,285
Set Dressing	$1,158,241	$350,464	6.4	$654,616
Wardrobe	$502,472	$152,040	2.8	$283,988
Special FX	$918,100	$214,822	7.2	$552,357
Miscellaneous	$8,633,359	$2,020,079	68.2	$5,194,098
Total Indirect & Induced	$48,403,700	$11,785,238	298.8	$28,687,036

Annual Economic Impact of On-going Production Activity

		Bastrop County
Economic Output:		
Direct		$56,933,811
Indirect & Induced		$48,403,700
	Total Economic Output	$105,337,511
Value Added:		
	Total Value Added	$28,687,036
Employment:		
Direct		694.0
Indirect & Induced		298.8
	Total Employment	992.7
Household Earnings:		
Direct		$31,228,144
Indirect & Induced		$11,785,238
	Total Household Earnings	$43,013,382

Number of jobs added each year and worker salaries to be paid in the County

Year	Direct Jobs	Indirect Jobs	Total Jobs	Direct Salaries	Indirect Salaries	Total Salaries
1	0.0	0.0	0.0	$0	$0	$0
2	0.0	0.0	0.0	$0	$0	$0
3	694.0	298.7	992.7	$31,228,144	$11,785,238	$43,013,382
4	0.0	0.0	0.0	$31,852,707	$12,020,942	$43,873,649
5	0.0	0.0	0.0	$32,489,761	$12,261,361	$44,751,122
6	0.0	0.0	0.0	$33,139,556	$12,506,588	$45,646,144
7	0.0	0.0	0.0	$33,802,347	$12,756,720	$46,559,067
8	0.0	0.0	0.0	$34,478,394	$13,011,854	$47,490,248
9	0.0	0.0	0.0	$35,167,962	$13,272,092	$48,440,054
10	0.0	0.0	0.0	$35,871,322	$13,537,534	$49,408,856
11	0.0	0.0	0.0	$36,588,748	$13,808,284	$50,397,032
12	0.0	0.0	0.0	$37,320,523	$14,084,450	$51,404,973
13	0.0	0.0	0.0	$0	$0	$0
14	0.0	0.0	0.0	$0	$0	$0
15	0.0	0.0	0.0	$0	$0	$0
16	0.0	0.0	0.0	$0	$0	$0
17	0.0	0.0	0.0	$0	$0	$0
18	0.0	0.0	0.0	$0	$0	$0
19	0.0	0.0	0.0	$0	$0	$0
20	0.0	0.0	0.0	$0	$0	$0
Total	694.0	298.7	992.7	$341,939,464	$129,045,063	$470,984,527

Number of direct and indirect workers and their families who will move to the County and their children who will attend local public schools

Year	New Workers Moving to the Area	Total New Residents	Total New Students
1	0.0	0.0	0.0
2	0.0	0.0	0.0
3	89.4	232.4	44.7
4	0.0	0.0	0.0
5	0.0	0.0	0.0
6	0.0	0.0	0.0
7	0.0	0.0	0.0
8	0.0	0.0	0.0
9	0.0	0.0	0.0
10	0.0	0.0	0.0
11	0.0	0.0	0.0
12	0.0	0.0	0.0
13	0.0	0.0	0.0
14	0.0	0.0	0.0
15	0.0	0.0	0.0
16	0.0	0.0	0.0
17	0.0	0.0	0.0
18	0.0	0.0	0.0
19	0.0	0.0	0.0
20	0.0	0.0	0.0
Total	89.4	232.4	44.7

Number of new residential properties that may be built in the County for direct and indirect workers who will move to the County and the taxable value over time

Year	New Residential Properties	Taxable Value of New County Residential Property
1	0.0	$0
2	0.0	$0
3	13.4	$1,993,614
4	0.0	$2,033,487
5	0.0	$2,074,157
6	0.0	$2,115,640
7	0.0	$2,157,952
8	0.0	$2,201,111
9	0.0	$2,245,134
10	0.0	$2,290,036
11	0.0	$2,335,837
12	0.0	$2,382,554
13	0.0	$0
14	0.0	$0
15	0.0	$0
16	0.0	$0
17	0.0	$0
18	0.0	$0
19	0.0	$0
20	0.0	$0
Total	13.4	

Economic Output & Value Added each year in Bastrop County

Year	Direct Economic Output	Indirect Economic Output	Total Economic Output	Total Value Added
1	$0	$0	$0	$0
2	$0	$0	$0	$0
3	$56,933,811	$48,403,700	$105,337,511	$28,687,036
4	$58,072,487	$49,371,774	$107,444,261	$29,260,777
5	$59,233,936	$50,359,210	$109,593,146	$29,845,992
6	$60,418,615	$51,366,394	$111,785,009	$30,442,912
7	$61,626,988	$52,393,722	$114,020,710	$31,051,770
8	$62,859,527	$53,441,596	$116,301,124	$31,672,806
9	$64,116,718	$54,510,428	$118,627,146	$32,306,262
10	$65,399,052	$55,600,637	$120,999,689	$32,952,387
11	$66,707,033	$56,712,650	$123,419,683	$33,611,435
12	$68,041,174	$57,846,903	$125,888,077	$34,283,663
13	$0	$0	$0	$0
14	$0	$0	$0	$0
15	$0	$0	$0	$0
16	$0	$0	$0	$0
17	$0	$0	$0	$0
18	$0	$0	$0	$0
19	$0	$0	$0	$0
20	$0	$0	$0	$0
Total	$623,409,341	$530,007,015	$1,153,416,356	$314,115,040

Number of direct and indirect workers and their families who will move to the City and their children who will attend local public schools

Year	New Workers Moving to the Area	Total New Residents	Total New Students
1	0.0	0.0	0.0
2	0.0	0.0	0.0
3	44.6	116.0	22.3
4	0.0	0.0	0.0
5	0.0	0.0	0.0
6	0.0	0.0	0.0
7	0.0	0.0	0.0
8	0.0	0.0	0.0
9	0.0	0.0	0.0
10	0.0	0.0	0.0
11	0.0	0.0	0.0
12	0.0	0.0	0.0
13	0.0	0.0	0.0
14	0.0	0.0	0.0
15	0.0	0.0	0.0
16	0.0	0.0	0.0
17	0.0	0.0	0.0
18	0.0	0.0	0.0
19	0.0	0.0	0.0
20	0.0	0.0	0.0
Total	44.6	116.0	22.3

Number of new residential properties that may be built in the City for direct and indirect workers who will move to the City and the taxable value over time

Year	New Residential Properties	Taxable Value of New City Residential Property
1	0.0	$0
2	0.0	$0
3	6.7	$996,807
4	0.0	$1,016,743
5	0.0	$1,037,078
6	0.0	$1,057,820
7	0.0	$1,078,976
8	0.0	$1,100,556
9	0.0	$1,122,567
10	0.0	$1,145,018
11	0.0	$1,167,919
12	0.0	$1,191,277
13	0.0	$0
14	0.0	$0
15	0.0	$0
16	0.0	$0
17	0.0	$0
18	0.0	$0
19	0.0	$0
20	0.0	$0
Total	6.7	

Local taxable spending on which sales taxes will be collected

Year	Construction Materials Spending	Construction Workers' Spending	Furniture, Fixtures, and Equipment Spending	Direct and Indirect Workers' Spending	Production Related Taxable Spending	Indirect & Induced Taxable Spending	Total
1	$1,917,284	$293,961	$0	$0	$0	$0	$293,961
2	$6,710,495	$1,028,862	$0	$0	$0	$0	$1,028,862
3	$0	$0	$0	$2,688,336	$8,168,930	$11,402,940	$22,260,207
4	$0	$0	$0	$2,742,103	$8,332,309	$11,630,999	$22,705,411
5	$0	$0	$0	$2,796,945	$8,498,955	$11,863,619	$23,159,519
6	$0	$0	$0	$2,852,884	$8,668,934	$12,100,891	$23,622,709
7	$0	$0	$0	$2,909,942	$8,842,313	$12,342,909	$24,095,164
8	$0	$0	$0	$2,968,141	$9,019,159	$12,589,767	$24,577,067
9	$0	$0	$0	$3,027,503	$9,199,543	$12,841,562	$25,068,608
10	$0	$0	$0	$3,088,054	$9,383,533	$13,098,394	$25,569,980
11	$0	$0	$0	$3,149,815	$9,571,204	$13,360,361	$26,081,380
12	$0	$0	$0	$3,212,811	$9,762,628	$13,627,569	$26,603,008
13	$0	$0	$0	$0	$0	$0	$0
14	$0	$0	$0	$0	$0	$0	$0
15	$0	$0	$0	$0	$0	$0	$0
16	$0	$0	$0	$0	$0	$0	$0
17	$0	$0	$0	$0	$0	$0	$0
18	$0	$0	$0	$0	$0	$0	$0
19	$0	$0	$0	$0	$0	$0	$0
20	$0	$0	$0	$0	$0	$0	$0
Total	$8,627,779	$1,322,822	$0	$29,436,533	$89,447,510	$124,859,010	$245,065,875

Spending on lodging

Year	Spending on Lodging
1	$0
2	$0
3	$2,825,009
4	$2,881,509
5	$2,939,139
6	$2,997,922
7	$3,057,880
8	$3,119,038
9	$3,181,419
10	$3,245,047
11	$3,309,948
12	$3,376,147
13	$0
14	$0
15	$0
16	$0
17	$0
18	$0
19	$0
20	$0
Total	$30,933,058

Taxable value of the Project's property on local tax rolls

	The Project's Property				
Year	Land on Local Tax Rolls	Buildings and Other Real Property on Local Tax Rolls	Furniture, Fixtures, & Equipment on Local Tax Rolls	Inventories on Local Tax Rolls	Total Taxable Property
1	$0	$4,482,000	$0	$0	$4,482,000
2	$0	$20,258,640	$0	$0	$20,258,640
3	$0	$20,663,813	$0	$0	$20,663,813
4	$0	$21,077,089	$0	$0	$21,077,089
5	$0	$21,498,631	$0	$0	$21,498,631
6	$0	$21,928,603	$0	$0	$21,928,603
7	$0	$22,367,176	$0	$0	$22,367,176
8	$0	$22,814,519	$0	$0	$22,814,519
9	$0	$23,270,809	$0	$0	$23,270,809
10	$0	$23,736,226	$0	$0	$23,736,226
11	$0	$24,210,950	$0	$0	$24,210,950
12	$0	$24,695,169	$0	$0	$24,695,169
13	$0	$0	$0	$0	$0
14	$0	$0	$0	$0	$0
15	$0	$0	$0	$0	$0
16	$0	$0	$0	$0	$0
17	$0	$0	$0	$0	$0
18	$0	$0	$0	$0	$0
19	$0	$0	$0	$0	$0
20	$0	$0	$0	$0	$0

Appendix C

Fiscal Impact Calculations

Fiscal Impact: City of Bastrop

Sales tax collections

Year	On Construction Materials Spending	On Construction Workers' Spending	On Furniture, Fixtures, and Equipment Spending	On Direct and Indirect Workers' Spending	On Production Related Taxable Spending	On Indirect & Induced Taxable Spending	Total
1	$28,759	$4,409	$0	$0	$0	$0	$33,169
2	$100,657	$15,433	$0	$0	$0	$0	$116,090
3	$0	$0	$0	$40,325	$122,534	$171,044	$333,903
4	$0	$0	$0	$41,132	$124,985	$174,465	$340,581
5	$0	$0	$0	$41,954	$127,484	$177,954	$347,393
6	$0	$0	$0	$42,793	$130,034	$181,513	$354,341
7	$0	$0	$0	$43,649	$132,635	$185,144	$361,427
8	$0	$0	$0	$44,522	$135,287	$188,847	$368,656
9	$0	$0	$0	$45,413	$137,993	$192,623	$376,029
10	$0	$0	$0	$46,321	$140,753	$196,476	$383,550
11	$0	$0	$0	$47,247	$143,568	$200,405	$391,221
12	$0	$0	$0	$48,192	$146,439	$204,414	$399,045
13	$0	$0	$0	$0	$0	$0	$0
14	$0	$0	$0	$0	$0	$0	$0
15	$0	$0	$0	$0	$0	$0	$0
16	$0	$0	$0	$0	$0	$0	$0
17	$0	$0	$0	$0	$0	$0	$0
18	$0	$0	$0	$0	$0	$0	$0
19	$0	$0	$0	$0	$0	$0	$0
20	$0	$0	$0	$0	$0	$0	$0
Total	$129,417	$19,842	$0	$441,548	$1,341,713	$1,872,885	$3,805,405

Fiscal Impact: City of Bastrop

Potential Sales Tax Exemption if Media Production Development Zone is approved

Year	On Eligible Construction Materials Spending	Total
1	($26,963)	($26,963)
2	($94,369)	($94,369)
3	$0	$0
4	$0	$0
5	$0	$0
6	$0	$0
7	$0	$0
8	$0	$0
9	$0	$0
10	$0	$0
11	$0	$0
12	$0	$0
13	$0	$0
14	$0	$0
15	$0	$0
16	$0	$0
17	$0	$0
18	$0	$0
19	$0	$0
20	$0	$0
Total	($121,332)	($121,332)

Exemption represents sales tax on purchases of construction materials associated with the following investments:

- Sound Stages
- Warehouse
- Offices

Fiscal Impact: City of Bastrop

Property tax collections on new residential property

Year	New Residential Property Tax Collections
1	$0
2	$0
3	$5,776
4	$5,891
5	$6,009
6	$6,129
7	$6,252
8	$6,377
9	$6,504
10	$6,634
11	$6,767
12	$6,902
13	$0
14	$0
15	$0
16	$0
17	$0
18	$0
19	$0
20	$0
Total	$63,240

Fiscal Impact: City of Bastrop

Property tax collections on the Project's Real Property

	Land		Buildings & Other Real Property Improvements		Total Real Property Taxes
Year	Taxes Collected	Taxes Abated	Taxes Collected	Taxes Abated	Collected after Abated
1	$0	$0	$25,969	$0	$25,969
2	$0	$0	$117,379	$0	$117,379
3	$0	$0	$119,726	$0	$119,726
4	$0	$0	$122,121	$0	$122,121
5	$0	$0	$124,563	$0	$124,563
6	$0	$0	$127,054	$0	$127,054
7	$0	$0	$129,595	$0	$129,595
8	$0	$0	$132,187	$0	$132,187
9	$0	$0	$134,831	$0	$134,831
10	$0	$0	$137,528	$0	$137,528
11	$0	$0	$140,278	$0	$140,278
12	$0	$0	$143,084	$0	$143,084
13	$0	$0	$0	$0	$0
14	$0	$0	$0	$0	$0
15	$0	$0	$0	$0	$0
16	$0	$0	$0	$0	$0
17	$0	$0	$0	$0	$0
18	$0	$0	$0	$0	$0
19	$0	$0	$0	$0	$0
20	$0	$0	$0	$0	$0
Total	$0	$0	$1,454,315	$0	$1,454,315

Fiscal Impact: City of Bastrop

Property tax collections on the Project's Furniture, Fixtures, and Equipment and Inventories

	Furniture, Fixtures, & Equip.		Inventories		Total FF&E and Inventory Property Taxes
Year	Taxes Collected	Taxes Abated	Taxes Collected	Taxes Abated	Collected after Abated
1	$0	$0	$0	$0	$0
2	$0	$0	$0	$0	$0
3	$0	$0	$0	$0	$0
4	$0	$0	$0	$0	$0
5	$0	$0	$0	$0	$0
6	$0	$0	$0	$0	$0
7	$0	$0	$0	$0	$0
8	$0	$0	$0	$0	$0
9	$0	$0	$0	$0	$0
10	$0	$0	$0	$0	$0
11	$0	$0	$0	$0	$0
12	$0	$0	$0	$0	$0
13	$0	$0	$0	$0	$0
14	$0	$0	$0	$0	$0
15	$0	$0	$0	$0	$0
16	$0	$0	$0	$0	$0
17	$0	$0	$0	$0	$0
18	$0	$0	$0	$0	$0
19	$0	$0	$0	$0	$0
20	$0	$0	$0	$0	$0
Total	$0	$0	$0	$0	$0

Fiscal Impact: City of Bastrop

Utility revenue, utility franchise fees collected by the City from new residents and from the Project, and Permits

Year	Utility Revenue *New Residents*	Utility Revenue *Project*	Utility Franchise Fees *New Residents*	Utility Franchise Fees *Project*	Building Permits and Fees	Tap & Impact Fees	Total
1	$0	$0	$0	$0	$0	$0	$0
2	$0	$0	$0	$0	$150,000	$280,000	$430,000
3	$48,026	$283,744	$3,527	$20,938	$0	$0	$356,234
4	$48,986	$289,419	$3,597	$21,357	$0	$0	$363,359
5	$49,966	$295,207	$3,669	$21,784	$0	$0	$370,626
6	$50,965	$301,111	$3,742	$22,219	$0	$0	$378,039
7	$51,985	$307,134	$3,817	$22,664	$0	$0	$385,599
8	$53,024	$313,276	$3,894	$23,117	$0	$0	$393,311
9	$54,085	$319,542	$3,971	$23,579	$0	$0	$401,178
10	$55,167	$325,933	$4,051	$24,051	$0	$0	$409,201
11	$56,270	$332,451	$4,132	$24,532	$0	$0	$417,385
12	$57,395	$339,100	$4,215	$25,023	$0	$0	$425,733
13	$0	$0	$0	$0	$0	$0	$0
14	$0	$0	$0	$0	$0	$0	$0
15	$0	$0	$0	$0	$0	$0	$0
16	$0	$0	$0	$0	$0	$0	$0
17	$0	$0	$0	$0	$0	$0	$0
18	$0	$0	$0	$0	$0	$0	$0
19	$0	$0	$0	$0	$0	$0	$0
20	$0	$0	$0	$0	$0	$0	$0
Total	$525,870	$3,106,917	$38,615	$229,264	$150,000	$280,000	$4,330,665

Fiscal Impact: City of Bastrop

Other revenues including hotel occupancy taxes, airport fees, and miscellaneous taxes and user fees collected from new residents and the Project

Year	Hotel Occupancy Taxes*	Miscellaneous Taxes and User Fees *New Residents*	Miscellaneous Taxes and User Fees *Project*	Total Other Revenues
1	$0	$0	$0	$0
2	$0	$0	$0	$0
3	$148,313	$14,245	$84,473	$247,032
4	$151,279	$14,530	$86,163	$251,972
5	$154,305	$14,821	$87,886	$257,012
6	$157,391	$15,117	$89,644	$262,152
7	$160,539	$15,420	$91,437	$267,395
8	$163,749	$15,728	$93,265	$272,743
9	$167,024	$16,043	$95,131	$278,198
10	$170,365	$16,363	$97,033	$283,762
11	$173,772	$16,691	$98,974	$289,437
12	$177,248	$17,025	$100,954	$295,226
13	$0	$0	$0	$0
14	$0	$0	$0	$0
15	$0	$0	$0	$0
16	$0	$0	$0	$0
17	$0	$0	$0	$0
18	$0	$0	$0	$0
19	$0	$0	$0	$0
20	$0	$0	$0	$0
Total	$1,623,986	$155,983	$924,960	$2,704,928

* Assumes only 75% of lodging spending takes place in the City of Bastrop

Fiscal Impact: City of Bastrop

Costs of providing municipal services and city-owned utility services to new residents and the Project

Year	Cost of Services *New Residents*	Cost of Services *Project*	Costs of Utilities *New Residents*	Costs of Utilities *Project*	Total Costs
1	$0	$0	$0	$0	$0
2	$0	$0	$0	$0	$0
3	($19,257)	($114,075)	($46,729)	($276,083)	($456,144)
4	($19,642)	($116,357)	($47,664)	($281,604)	($465,267)
5	($20,035)	($118,684)	($48,617)	($287,237)	($474,572)
6	($20,435)	($121,057)	($49,589)	($292,981)	($484,064)
7	($20,844)	($123,479)	($50,581)	($298,841)	($493,745)
8	($21,261)	($125,948)	($51,593)	($304,818)	($503,620)
9	($21,686)	($128,467)	($52,625)	($310,914)	($513,692)
10	($22,120)	($131,037)	($53,677)	($317,132)	($523,966)
11	($22,562)	($133,657)	($54,751)	($323,475)	($534,445)
12	($23,014)	($136,330)	($55,846)	($329,945)	($545,134)
13	$0	$0	$0	$0	$0
14	$0	$0	$0	$0	$0
15	$0	$0	$0	$0	$0
16	$0	$0	$0	$0	$0
17	$0	$0	$0	$0	$0
18	$0	$0	$0	$0	$0
19	$0	$0	$0	$0	$0
20	$0	$0	$0	$0	$0
Total	($210,856)	($1,249,091)	($511,672)	($3,023,030)	($4,994,649)

Fiscal Impact: City of Bastrop

Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$32,175	$0	$32,175	$32,175
2	$569,100	$0	$569,100	$601,275
3	$1,062,671	($456,144)	$606,527	$1,207,801
4	$1,083,924	($465,267)	$618,657	$1,826,458
5	$1,105,603	($474,572)	$631,030	$2,457,489
6	$1,127,715	($484,064)	$643,651	$3,101,140
7	$1,150,269	($493,745)	$656,524	$3,757,664
8	$1,173,274	($503,620)	$669,654	$4,427,318
9	$1,196,740	($513,692)	$683,048	$5,110,366
10	$1,220,675	($523,966)	$696,709	$5,807,074
11	$1,245,088	($534,445)	$710,643	$6,517,717
12	$1,269,990	($545,134)	$724,856	$7,242,572
13	$0	$0	$0	$7,242,572
14	$0	$0	$0	$7,242,572
15	$0	$0	$0	$7,242,572
16	$0	$0	$0	$7,242,572
17	$0	$0	$0	$7,242,572
18	$0	$0	$0	$7,242,572
19	$0	$0	$0	$7,242,572
20	$0	$0	$0	$7,242,572
Total	$12,237,222	($4,994,649)	$7,242,572	

Fiscal Impact: Bastrop County

Sales tax collections

Year	On Construction Materials Spending	On Construction Workers' Spending	On Furniture, Fixtures, and Equipment Spending	On Direct and Indirect Workers' Spending	On Production Related Taxable Spending	On Indirect & Induced Taxable Spending	Total
1	$9,586	$1,470	$0	$0	$0	$0	$11,056
2	$33,552	$5,144	$0	$0	$0	$0	$38,697
3	$0	$0	$0	$13,442	$40,845	$57,015	$111,301
4	$0	$0	$0	$13,711	$41,662	$58,155	$113,527
5	$0	$0	$0	$13,985	$42,495	$59,318	$115,798
6	$0	$0	$0	$14,264	$43,345	$60,504	$118,114
7	$0	$0	$0	$14,550	$44,212	$61,715	$120,476
8	$0	$0	$0	$14,841	$45,096	$62,949	$122,885
9	$0	$0	$0	$15,138	$45,998	$64,208	$125,343
10	$0	$0	$0	$15,440	$46,918	$65,492	$127,850
11	$0	$0	$0	$15,749	$47,856	$66,802	$130,407
12	$0	$0	$0	$16,064	$48,813	$68,138	$133,015
13	$0	$0	$0	$0	$0	$0	$0
14	$0	$0	$0	$0	$0	$0	$0
15	$0	$0	$0	$0	$0	$0	$0
16	$0	$0	$0	$0	$0	$0	$0
17	$0	$0	$0	$0	$0	$0	$0
18	$0	$0	$0	$0	$0	$0	$0
19	$0	$0	$0	$0	$0	$0	$0
20	$0	$0	$0	$0	$0	$0	$0
Total	$43,139	$6,614	$0	$147,183	$447,238	$624,295	$1,268,468

Fiscal Impact: Bastrop County

Potential Sales Tax Exemption if Media Production Development Zone is approved

Year	On Eligible Construction Materials Spending	Total
1	($8,988)	($8,988)
2	($31,456)	($31,456)
3	$0	$0
4	$0	$0
5	$0	$0
6	$0	$0
7	$0	$0
8	$0	$0
9	$0	$0
10	$0	$0
11	$0	$0
12	$0	$0
13	$0	$0
14	$0	$0
15	$0	$0
16	$0	$0
17	$0	$0
18	$0	$0
19	$0	$0
20	$0	$0
Total	($40,444)	($40,444)

Exemption represents sales tax on purchases of construction materials associated with the following investments:

- Sound Stages
- Warehouse
- Offices

Fiscal Impact: Bastrop County

Property tax collections on new residential property

Year	New Residential Property Tax Collections
1	$0
2	$0
3	$11,162
4	$11,385
5	$11,613
6	$11,845
7	$12,082
8	$12,324
9	$12,571
10	$12,822
11	$13,078
12	$13,340
13	$0
14	$0
15	$0
16	$0
17	$0
18	$0
19	$0
20	$0
Total	$122,223

Fiscal Impact: Bastrop County

Property tax collections on the Project's Real Property

	Land		Buildings & Other Real Property Improvements		Total Real Property Taxes
Year	Taxes Collected	Taxes Abated	Taxes Collected	Taxes Abated	Collected after Abated
1	$0	$0	$25,095	$0	$25,095
2	$0	$0	$113,428	$0	$113,428
3	$0	$0	$115,697	$0	$115,697
4	$0	$0	$118,011	$0	$118,011
5	$0	$0	$120,371	$0	$120,371
6	$0	$0	$122,778	$0	$122,778
7	$0	$0	$125,234	$0	$125,234
8	$0	$0	$127,738	$0	$127,738
9	$0	$0	$130,293	$0	$130,293
10	$0	$0	$132,899	$0	$132,899
11	$0	$0	$135,557	$0	$135,557
12	$0	$0	$138,268	$0	$138,268
13	$0	$0	$0	$0	$0
14	$0	$0	$0	$0	$0
15	$0	$0	$0	$0	$0
16	$0	$0	$0	$0	$0
17	$0	$0	$0	$0	$0
18	$0	$0	$0	$0	$0
19	$0	$0	$0	$0	$0
20	$0	$0	$0	$0	$0
Total	$0	$0	$1,405,369	$0	$1,405,369

Fiscal Impact: Bastrop County

Property tax collections on the Project's Furniture, Fixtures, and Equipment and Inventories

	Furniture, Fixtures, & Equip.		Inventories		Total FF&E and Inventory Property Taxes Collected after Abated
Year	Taxes Collected	Taxes Abated	Taxes Collected	Taxes Abated	
1	$0	$0	$0	$0	$0
2	$0	$0	$0	$0	$0
3	$0	$0	$0	$0	$0
4	$0	$0	$0	$0	$0
5	$0	$0	$0	$0	$0
6	$0	$0	$0	$0	$0
7	$0	$0	$0	$0	$0
8	$0	$0	$0	$0	$0
9	$0	$0	$0	$0	$0
10	$0	$0	$0	$0	$0
11	$0	$0	$0	$0	$0
12	$0	$0	$0	$0	$0
13	$0	$0	$0	$0	$0
14	$0	$0	$0	$0	$0
15	$0	$0	$0	$0	$0
16	$0	$0	$0	$0	$0
17	$0	$0	$0	$0	$0
18	$0	$0	$0	$0	$0
19	$0	$0	$0	$0	$0
20	$0	$0	$0	$0	$0
Total	$0	$0	$0	$0	$0

Fiscal Impact: Bastrop County

Other revenues including miscellaneous taxes and user fees collected from new residents and the Project

Year	Miscellaneous Taxes and User Fees *New Residents*	Miscellaneous Taxes and User Fees *Project*	Total
1	$0	$0	$0
2	$0	$0	$0
3	$31,717	$76,531	$108,248
4	$32,351	$78,062	$110,413
5	$32,998	$79,623	$112,622
6	$33,658	$81,216	$114,874
7	$34,332	$82,840	$117,172
8	$35,018	$84,497	$119,515
9	$35,719	$86,187	$121,905
10	$36,433	$87,911	$124,343
11	$37,162	$89,669	$126,830
12	$37,905	$91,462	$129,367
13	$0	$0	$0
14	$0	$0	$0
15	$0	$0	$0
16	$0	$0	$0
17	$0	$0	$0
18	$0	$0	$0
19	$0	$0	$0
20	$0	$0	$0
Total	$347,292	$837,998	$1,185,290

Fiscal Impact: Bastrop County

Costs of providing County services to new residents

Year	Cost of Services *New Residents*	Cost of Services *Project*	Total
1	$0	$0	$0
2	$0	$0	$0
3	($34,135)	($82,307)	($116,443)
4	($34,818)	($83,954)	($118,772)
5	($35,514)	($85,633)	($121,147)
6	($36,225)	($87,345)	($123,570)
7	($36,949)	($89,092)	($126,041)
8	($37,688)	($90,874)	($128,562)
9	($38,442)	($92,691)	($131,133)
10	($39,211)	($94,545)	($133,756)
11	($39,995)	($96,436)	($136,431)
12	($40,795)	($98,365)	($139,160)
13	$0	$0	$0
14	$0	$0	$0
15	$0	$0	$0
16	$0	$0	$0
17	$0	$0	$0
18	$0	$0	$0
19	$0	$0	$0
20	$0	$0	$0
Total	($373,772)	($901,243)	($1,275,015)

Fiscal Impact: Bastrop County

Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$27,163	$0	$27,163	$27,163
2	$120,669	$0	$120,669	$147,832
3	$346,408	($116,443)	$229,966	$377,798
4	$353,337	($118,772)	$234,565	$612,363
5	$360,403	($121,147)	$239,256	$851,619
6	$367,611	($123,570)	$244,041	$1,095,660
7	$374,964	($126,041)	$248,922	$1,344,583
8	$382,463	($128,562)	$253,901	$1,598,483
9	$390,112	($131,133)	$258,979	$1,857,462
10	$397,914	($133,756)	$264,158	$2,121,620
11	$405,873	($136,431)	$269,441	$2,391,062
12	$413,990	($139,160)	$274,830	$2,665,892
13	$0	$0	$0	$2,665,892
14	$0	$0	$0	$2,665,892
15	$0	$0	$0	$2,665,892
16	$0	$0	$0	$2,665,892
17	$0	$0	$0	$2,665,892
18	$0	$0	$0	$2,665,892
19	$0	$0	$0	$2,665,892
20	$0	$0	$0	$2,665,892
Total	$3,940,907	($1,275,015)	$2,665,892	

Fiscal Impact: Bastrop ISD

Property tax collections on new residential property

Year	New Residential Property Tax Collections
1	$0
2	$0
3	$13,168
4	$13,431
5	$13,700
6	$13,974
7	$14,253
8	$14,538
9	$14,829
10	$15,126
11	$15,428
12	$15,737
13	$0
14	$0
15	$0
16	$0
17	$0
18	$0
19	$0
20	$0
Total	$144,184

Fiscal Impact: Bastrop ISD

Property tax collections on the Project's Real Property

	Land		Buildings & Other Real Property Improvements		Total Real Property Taxes
Year	Taxes Collected	Taxes Abated	Taxes Collected	Taxes Abated	Collected after Abated
1	$0	$0	$59,207	$0	$59,207
2	$0	$0	$267,617	$0	$267,617
3	$0	$0	$272,969	$0	$272,969
4	$0	$0	$278,428	$0	$278,428
5	$0	$0	$283,997	$0	$283,997
6	$0	$0	$289,677	$0	$289,677
7	$0	$0	$295,470	$0	$295,470
8	$0	$0	$301,380	$0	$301,380
9	$0	$0	$307,407	$0	$307,407
10	$0	$0	$313,556	$0	$313,556
11	$0	$0	$319,827	$0	$319,827
12	$0	$0	$326,223	$0	$326,223
13	$0	$0	$0	$0	$0
14	$0	$0	$0	$0	$0
15	$0	$0	$0	$0	$0
16	$0	$0	$0	$0	$0
17	$0	$0	$0	$0	$0
18	$0	$0	$0	$0	$0
19	$0	$0	$0	$0	$0
20	$0	$0	$0	$0	$0
Total	$0	$0	$3,315,758	$0	$3,315,758

Fiscal Impact: Bastrop ISD

Property tax collections on the Project's Furniture, Fixtures, and Equipment and Inventories

	Furniture, Fixtures, & Equip.		Inventories		Total FF&E and Inventory Property Taxes
Year	Taxes Collected	Taxes Abated	Taxes Collected	Taxes Abated	Collected after Abated
1	$0	$0	$0	$0	$0
2	$0	$0	$0	$0	$0
3	$0	$0	$0	$0	$0
4	$0	$0	$0	$0	$0
5	$0	$0	$0	$0	$0
6	$0	$0	$0	$0	$0
7	$0	$0	$0	$0	$0
8	$0	$0	$0	$0	$0
9	$0	$0	$0	$0	$0
10	$0	$0	$0	$0	$0
11	$0	$0	$0	$0	$0
12	$0	$0	$0	$0	$0
13	$0	$0	$0	$0	$0
14	$0	$0	$0	$0	$0
15	$0	$0	$0	$0	$0
16	$0	$0	$0	$0	$0
17	$0	$0	$0	$0	$0
18	$0	$0	$0	$0	$0
19	$0	$0	$0	$0	$0
20	$0	$0	$0	$0	$0
Total	$0	$0	$0	$0	$0

Fiscal Impact: Bastrop ISD

Additional state and federal funding for additional students

Year	Additional State and Federal Funding
1	$0
2	$0
3	$108,673
4	$110,847
5	$113,064
6	$115,325
7	$117,631
8	$119,984
9	$122,384
10	$124,831
11	$127,328
12	$129,874
13	$0
14	$0
15	$0
16	$0
17	$0
18	$0
19	$0
20	$0
Total	$1,189,940

Fiscal Impact: Bastrop ISD

Costs of educating children of new workers who move to the district

Year	Cost of Educating New Students
1	$0
2	$0
3	($102,942)
4	($105,001)
5	($107,101)
6	($109,243)
7	($111,428)
8	($113,657)
9	($115,930)
10	($118,249)
11	($120,614)
12	($123,026)
13	$0
14	$0
15	$0
16	$0
17	$0
18	$0
19	$0
20	$0
Total	($1,127,191)

Fiscal Impact: Bastrop ISD

Reduction in state aid to the school district as a result of new residential property for the Project's employees and the Project's property being added to the school district's tax rolls

Year	Reduction in State Funding For M&O Portion of Taxes
1	($41,208)
2	($186,258)
3	($199,148)
4	($203,131)
5	($207,193)
6	($211,337)
7	($215,564)
8	($219,875)
9	($224,273)
10	($228,758)
11	($233,333)
12	($238,000)
13	$0
14	$0
15	$0
16	$0
17	$0
18	$0
19	$0
20	$0
Total	($2,408,078)

Fiscal Impact: Bastrop ISD

Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$59,207	($41,208)	$18,000	$18,000
2	$267,617	($186,258)	$81,359	$99,358
3	$394,810	($302,090)	$92,720	$192,078
4	$402,706	($308,132)	$94,574	$286,652
5	$410,760	($314,295)	$96,466	$383,118
6	$418,975	($320,581)	$98,395	$481,513
7	$427,355	($326,992)	$100,363	$581,875
8	$435,902	($333,532)	$102,370	$684,245
9	$444,620	($340,203)	$104,417	$788,663
10	$453,512	($347,007)	$106,506	$895,169
11	$462,583	($353,947)	$108,636	$1,003,804
12	$471,834	($361,026)	$110,809	$1,114,613
13	$0	$0	$0	$1,114,613
14	$0	$0	$0	$1,114,613
15	$0	$0	$0	$1,114,613
16	$0	$0	$0	$1,114,613
17	$0	$0	$0	$1,114,613
18	$0	$0	$0	$1,114,613
19	$0	$0	$0	$1,114,613
20	$0	$0	$0	$1,114,613
Total	$4,649,882	($3,535,269)	$1,114,613	

Fiscal Impact: State of Texas

Sales tax collections (before possible exemptions)

Year	On Construction Materials Spending	On Construction Workers' Spending	On Furniture, Fixtures, and Equipment Spending	On Direct and Indirect Workers' Spending	On Production Related Taxable Spending	On Indirect & Induced Taxable Spending	Total
1	$266,289	$138,676	$0	$0	$0	$0	$404,965
2	$932,013	$485,366	$0	$0	$0	$0	$1,417,379
3	$0	$0	$0	$1,004,846	$937,817	$712,684	$2,655,346
4	$0	$0	$0	$1,024,943	$956,573	$726,937	$2,708,453
5	$0	$0	$0	$1,045,442	$975,705	$741,476	$2,762,622
6	$0	$0	$0	$1,066,350	$995,219	$756,306	$2,817,875
7	$0	$0	$0	$1,087,677	$1,015,123	$771,432	$2,874,232
8	$0	$0	$0	$1,109,431	$1,035,426	$786,860	$2,931,717
9	$0	$0	$0	$1,131,620	$1,056,134	$802,598	$2,990,351
10	$0	$0	$0	$1,154,252	$1,077,257	$818,650	$3,050,158
11	$0	$0	$0	$1,177,337	$1,098,802	$835,023	$3,111,162
12	$0	$0	$0	$1,200,884	$1,120,778	$851,723	$3,173,385
13	$0	$0	$0	$0	$0	$0	$0
14	$0	$0	$0	$0	$0	$0	$0
15	$0	$0	$0	$0	$0	$0	$0
16	$0	$0	$0	$0	$0	$0	$0
17	$0	$0	$0	$0	$0	$0	$0
18	$0	$0	$0	$0	$0	$0	$0
19	$0	$0	$0	$0	$0	$0	$0
20	$0	$0	$0	$0	$0	$0	$0
Total	$1,198,303	$624,041	$0	$11,002,782	$10,268,832	$7,803,688	$30,897,646

Fiscal Impact: State of Texas

Potential Sales Tax Exemption if Media Production Development Zone is approved

Year	On Eligible Construction Materials Spending	Total
1	($249,654)	($249,654)
2	($873,788)	($873,788)
3	$0	$0
4	$0	$0
5	$0	$0
6	$0	$0
7	$0	$0
8	$0	$0
9	$0	$0
10	$0	$0
11	$0	$0
12	$0	$0
13	$0	$0
14	$0	$0
15	$0	$0
16	$0	$0
17	$0	$0
18	$0	$0
19	$0	$0
20	$0	$0
Total	($1,123,442)	($1,123,442)

Exemption represents sales tax on purchases of construction materials associated with the following investments:

- Sound Stages
- Warehouse
- Offices

Fiscal Impact: State of Texas

Hotel Occupancy Taxes

Year	Hotel Occupancy Tax On Lodging Spending	Total
1	$0	$0
2	$0	$0
3	$169,501	$169,501
4	$172,891	$172,891
5	$176,348	$176,348
6	$179,875	$179,875
7	$183,473	$183,473
8	$187,142	$187,142
9	$190,885	$190,885
10	$194,703	$194,703
11	$198,597	$198,597
12	$202,569	$202,569
13	$0	$0
14	$0	$0
15	$0	$0
16	$0	$0
17	$0	$0
18	$0	$0
19	$0	$0
20	$0	$0
Total	$1,855,983	$1,855,983

Fiscal Impact: State of Texas

Franchise Taxes - Construction

	Estimated Taxable Margin			Franchise Taxes		
Year	*On Direct Revenues*	*On Indirect & Induced Revenues*	*Total*	Total	Total	Total
1	*$896,400*	*$1,447,865*	*$2,344,265*	$6,723	$10,859	$17,582
2	*$3,137,400*	*$5,067,528*	*$8,204,928*	$23,531	$38,006	$61,537
3	*$0*	*$0*	*$0*	$0	$0	$0
4	*$0*	*$0*	*$0*	$0	$0	$0
5	*$0*	*$0*	*$0*	$0	$0	$0
6	*$0*	*$0*	*$0*	$0	$0	$0
7	*$0*	*$0*	*$0*	$0	$0	$0
8	*$0*	*$0*	*$0*	$0	$0	$0
9	*$0*	*$0*	*$0*	$0	$0	$0
10	*$0*	*$0*	*$0*	$0	$0	$0
11	*$0*	*$0*	*$0*	$0	$0	$0
12	*$0*	*$0*	*$0*	$0	$0	$0
13	*$0*	*$0*	*$0*	$0	$0	$0
14	*$0*	*$0*	*$0*	$0	$0	$0
15	*$0*	*$0*	*$0*	$0	$0	$0
16	*$0*	*$0*	*$0*	$0	$0	$0
17	*$0*	*$0*	*$0*	$0	$0	$0
18	*$0*	*$0*	*$0*	$0	$0	$0
19	*$0*	*$0*	*$0*	$0	$0	$0
20	*$0*	*$0*	*$0*	$0	$0	$0
Total	*$4,033,800*	*$6,515,394*	*$10,549,194*	$30,254	$48,865	$79,119

Fiscal Impact: State of Texas

Franchise Taxes - Operations

	Estimated Taxable Margin			Franchise Taxes		
Year	*On Direct Revenues*	*On Indirect & Induced Revenues*	*Total*	Total	Total	Total
1	*$0*	*$0*	*$0*	$0	$0	$0
2	*$0*	*$0*	*$0*	$0	$0	$0
3	*$6,376,995*	*$11,402,940*	*$17,779,935*	$47,827	$85,522	$133,350
4	*$6,504,535*	*$11,630,999*	*$18,135,533*	$48,784	$87,232	$136,017
5	*$6,634,626*	*$11,863,619*	*$18,498,244*	$49,760	$88,977	$138,737
6	*$6,767,318*	*$12,100,891*	*$18,868,209*	$50,755	$90,757	$141,512
7	*$6,902,664*	*$12,342,909*	*$19,245,573*	$51,770	$92,572	$144,342
8	*$7,040,718*	*$12,589,767*	*$19,630,485*	$52,805	$94,423	$147,229
9	*$7,181,532*	*$12,841,562*	*$20,023,094*	$53,861	$96,312	$150,173
10	*$7,325,163*	*$13,098,394*	*$20,423,556*	$54,939	$98,238	$153,177
11	*$7,471,666*	*$13,360,361*	*$20,832,027*	$56,037	$100,203	$156,240
12	*$7,621,099*	*$13,627,569*	*$21,248,668*	$57,158	$102,207	$159,365
13	*$0*	*$0*	*$0*	$0	$0	$0
14	*$0*	*$0*	*$0*	$0	$0	$0
15	*$0*	*$0*	*$0*	$0	$0	$0
16	*$0*	*$0*	*$0*	$0	$0	$0
17	*$0*	*$0*	*$0*	$0	$0	$0
18	*$0*	*$0*	*$0*	$0	$0	$0
19	*$0*	*$0*	*$0*	$0	$0	$0
20	*$0*	*$0*	*$0*	$0	$0	$0
Total	*$69,826,315*	*$124,859,010*	*$194,685,325*	$523,697	$936,443	$1,460,140

Fiscal Impact: State of Texas

Other Taxes & Revenues from Workers

Year	Gasoline Taxes	Motor Vehicle Sales and Use Taxes	Cigarette and Tobacco Taxes	Alcoholic Beverage Taxes	Net Lottery Proceeds	Total Other Taxes and Revenues
1	$6,228	$51,904	$26,821	$21,447	$36,163	$142,563
2	$22,454	$187,114	$96,689	$77,316	$130,367	$513,939
3	$57,392	$478,267	$247,138	$197,621	$333,219	$1,313,638
4	$59,114	$492,615	$254,553	$203,550	$343,216	$1,353,047
5	$60,887	$507,393	$262,189	$209,656	$353,512	$1,393,638
6	$62,714	$522,615	$270,055	$215,946	$364,118	$1,435,447
7	$64,595	$538,294	$278,156	$222,424	$375,041	$1,478,511
8	$66,533	$554,443	$286,501	$229,097	$386,292	$1,522,866
9	$68,529	$571,076	$295,096	$235,970	$397,881	$1,568,552
10	$70,585	$588,208	$303,949	$243,049	$409,817	$1,615,609
11	$72,703	$605,854	$313,067	$250,341	$422,112	$1,664,077
12	$74,884	$624,030	$322,460	$257,851	$434,775	$1,713,999
13	$0	$0	$0	$0	$0	$0
14	$0	$0	$0	$0	$0	$0
15	$0	$0	$0	$0	$0	$0
16	$0	$0	$0	$0	$0	$0
17	$0	$0	$0	$0	$0	$0
18	$0	$0	$0	$0	$0	$0
19	$0	$0	$0	$0	$0	$0
20	$0	$0	$0	$0	$0	$0
Total	$686,618	$5,721,813	$2,956,674	$2,364,269	$3,986,513	$15,715,887

Fiscal Impact: State of Texas

Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$315,456	$0	$315,456	$315,456
2	$1,119,067	$0	$1,119,067	$1,434,523
3	$4,271,834	$0	$4,271,834	$5,706,358
4	$4,370,407	$0	$4,370,407	$10,076,765
5	$4,471,346	$0	$4,471,346	$14,548,111
6	$4,574,709	$0	$4,574,709	$19,122,820
7	$4,680,558	$0	$4,680,558	$23,803,377
8	$4,788,954	$0	$4,788,954	$28,592,331
9	$4,899,962	$0	$4,899,962	$33,492,293
10	$5,013,647	$0	$5,013,647	$38,505,940
11	$5,130,076	$0	$5,130,076	$43,636,015
12	$5,249,318	$0	$5,249,318	$48,885,333
13	$0	$0	$0	$48,885,333
14	$0	$0	$0	$48,885,333
15	$0	$0	$0	$48,885,333
16	$0	$0	$0	$48,885,333
17	$0	$0	$0	$48,885,333
18	$0	$0	$0	$48,885,333
19	$0	$0	$0	$48,885,333
20	$0	$0	$0	$48,885,333
Total	$48,885,333	$0	$48,885,333	

EXHIBIT D

DEVELOPMENT AND ANNEXATION AGREEMENT

This Development Agreement and Annexation Agreement (this "**Agreement**") is made, entered into, and effective, as of the 22nd day of June, 2021 (the "**Effective Date**") by and between the City of Bastrop, a Texas home-rule municipal corporation (the "**City**"), and Bastrop Colorado Bend, LLC, a Texas limited liability company ("**Owner**"). The City and the Owner are sometimes referred to herein collectively as the "**Parties**" or individually as a "**Party**." The Parties hereby contract, covenant and agree as follows.

RECITALS

WHEREAS, Owner owns approximately 546.36 acres of land, more or less, located in Bastrop County, Texas, described in the attached **Exhibit "A"** (the **"Property"**). The Property is located within the City's extraterritorial jurisdiction ("**ETJ**") and not within the ETJ or corporate limits of any other municipality; and,

WHEREAS, Owner, or its successors, will develop the Property as a high-quality, mixedcommercial development project that will include a multi-faceted film studio, lodging, restaurants, event space, recreational facilities, parks and greenbelt areas, as provided in this Agreement, and in accordance with the Concept Plan attached hereto as **Exhibit "B"**, which shows the general locations of the land use areas as currently configured, a permitted land use chart, a table establishing development standards, and cross-section of proposed roadways; and,

WHEREAS, The City holds a Certificate of Convenience and Necessity for water service and a Certificate of Convenience and Necessity for sewer service issued by the Texas Commission on Environmental Quality (the "**TCEQ**") or a predecessor agency, recognizing the City's right to provide retail water and sewer service to the Property, and the City is the exclusive retail provider of water and wastewater service to the Property; and,

WHEREAS, The Property is not currently served by water, wastewater, drainage facilities, roads, or parks and recreation facilities, and, although there are parks and recreation facilities within the City and roads abutting the Property, there are no such facilities located upon the Property; and,

WHEREAS, The Parties desire to establish the agreed components of the land use, water, wastewater, streets, parks, drainage and other infrastructure required for the development of the Property pursuant to the Concept Plan and the Applicable Regulations, as defined below, and the agreed process for the construction, conveyance, and financing thereof on the terms and conditions set forth in this Agreement; and,

WHEREAS, Owner shall request annexation of the Property into the corporate boundaries of the City in phases to enable the Owner to obtain the benefits of this Agreement, to secure the City's agreement to provide certain reimbursements to Owner in connection with the conveyance and financing of certain improvements, and to define, protect, and clarify approvals to be granted with respect to development of the Property pursuant to the Concept Plan and this Agreement; and,

WHEREAS, The Parties desire to establish certain restrictions and commitments to be imposed and made in connection with the development of the Property; to provide increased certainty to the City and Owner concerning development rights, entitlements, arrangements, and commitments, including the obligations and duties of the Owner and the City, for a period of years; and to identify planned land uses and permitted intensity of development of the Property before and after annexation as provided in this Agreement, which is promulgated under the City of Bastrop's Home Rule Charter ("**City Charter**"), and state law, including, but not limited to Section 212.172 of the Texas Local Government Code.

NOW, THEREFORE, in exchange for the mutual promises and consideration herein expressed, other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, and subject to the terms and conditions of this Agreement, the Parties agree as follows:

ARTICLE I.
Incorporation of Recitals

1.01 Recitals Incorporated. The above and foregoing recitals are incorporated herein and made a part of this Agreement for all purposes.

ARTICLE II.
Purposes, Consideration, Term and Termination

2.01 Property and Concept Plan. The Property is proposed for development as a unique mixed-use commercial subdivision, with approximately 286 acres of multi-faceted film studio facilities, including production facilities, sound stages, backlots, storage, and other ancillary and support spaces, approximately 40 acres of lodging or similar uses with associated amenities, and approximately 220 acres of restaurants, event space and recreational facilities, including a golf course, working dude ranch, campground, club house, parks and greenbelt areas, or similar uses as further contemplated by the City and Owner (the "**Project**"). The proposed Project is further illustrated by the detailed land plan, attached hereto as **Exhibit "C"**, which depicts buildings, structures, internal roadways, and other improvements for informational purposes only ("**Informational Land Plan**"). Owner will develop the Property and construct necessary infrastructure at the Owner's expense in accordance with this Agreement (with the Owner being eligible for reimbursements as provided in this Agreement), the plans and specifications approved by the City, good engineering practices, and the Applicable Regulations, as defined in Section 4.01(b) of this Agreement.

2.02 General Benefits. Owner will benefit from the certainty and assurance of the development regulations applicable to the development of the Property and by virtue of the services that will be made available to the Property pursuant to the terms of this Agreement. The City will provide water and wastewater service to the Property on the same terms and conditions as such services are provided to similarly situated properties within the City. Owner has voluntarily elected to enter into and accept the benefits of this Agreement and will benefit from: (a) the certainty and assurance of the development and use of the Property in accordance with this Agreement; (b) the

establishment of regulations applicable to the development of the Property; and (c) the water and wastewater services that will be made available to the Property pursuant to the terms of this Agreement. The City will benefit from this Agreement by virtue of its control over the development standards for the Property and by virtue of extension of its water and wastewater systems by Owner as herein provided with the City reimbursing expenses associated with water and wastewater infrastructure as provided by separate agreement to offset the cost incurred by Owner. The Parties expressly confirm and agree that development of the Property will be best accomplished through this Agreement and will substantially advance the legitimate interests of the City.

2.03 Acknowledgement of Consideration. The benefits to the Parties set forth above, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties. The City acknowledges that Owner will, during the term of this Agreement, proceed with the development of the Property in reliance upon the terms of this Agreement.

2.04 Authority. This Agreement is entered into, in part, under the statutory authority of Section 212.172 of the Texas Local Government Code, which authorizes the City to make written contracts with the owners of land establishing lawful terms and considerations that the parties agree to be reasonable, appropriate, and not unduly restrictive of business activities. The Parties intend that this Agreement authorize certain land uses and development of the Property, provide for the uniform review and approval of plats and development plans for the Property, provide exceptions to certain code provisions and ordinances, and provide other terms and consideration including the continuation of current land uses and zoning after annexation of each portion of the Property from the City's ETJ.

2.05 Term of Agreement; Termination. The term of this Agreement shall be forty-five (45) years from the Effective Date. Upon the expiration of this Agreement any and all rights pursuant to this Agreement shall expire; provided, this Agreement will terminate and expire earlier if: (a) Owner defaults in the performance of this Agreement and the default is not timely cured as provided in this Agreement, or (b) Owner defaults in the performance of any other contract or agreement between the Parties regarding or applicable to the development of the Property and the default is not timely cured within the time provided for cure in this Agreement.

ARTICLE III.
Annexation; Sequence of Events

3.01 Annexation. Owner consents, and City hereby agrees, 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 Government Code, on a phased basis as outlined in this Section, and the intent of this Agreement is to provide for the annexation of the Property for all purposes and shall constitute the Owner's vote for annexation. An annexation petition for any particular portion of the Property in a form substantially similar to that set forth in **Exhibit "D"** ("**Annexation Petition**") requesting annexation in accordance with Subchapter C-3, Chapter 43 of the Texas Local Government Code, of such portion of the Property will be executed by the Owner and submitted to the City within ten (10) days after Owner files an application for site plan, building permit or other development

approval for the Property, any one or more of such actions being referred to herein as "**Development Commencement**". The City acknowledges that the Property will be developed in phases and that annexation of the Property shall occur in contiguous sections defined by metes and bounds, starting with a section of the Property contignous with the City limits boundary located across the Colorado River, as Development Commencement occurs on each portion of the Property. Following receipt of the written request to annex, the Owner and City shall execnte the negotiated municipal services agreement attached as **Exhibit "E"** (the "**Municipal Services Agreement**"). The Property will be annexed into the corporate limits of the City in accordance with the provisions of this Agreement, snbject to the discretion of the City Council of the City and in compliance with the applicable notice and hearing requirements of Chapter 43 of the Texas Local Government Code. Owner reqnests annexation and zoning of the Property on a parcel-by-parcel basis as defined by metes and bonnds within one-hundred twenty (120) days after Development Commencement. The City shall not charge an application fee for the annexation or zoning request. If Owner fails to present to the City an Annexation Petition signed by the landowner of the Property as provided in this Section or fails to actively support the annexation, the City may terminate this Agreement. The City agrees to not annex any portion of the Property until such time as Development Commencement occurs over the portion of the Property, at which time the annexation of such portion of the Property shall occur as described in this Article.

3.02 Contemplated Sequence of Events. The sequence of events contemplated by this Agreement is as follows:

(a) Approval of this Agreement by the City and Owner and City approval of Concept Plan as part of this Agreement;

(b) Owner to submit application for a single-lot final plat, in accordance with the Concept Plan, this Agreement, and Applicable Regulations, that provides for the platting of the Property as a single lot and for the dedication of the perimeter road pursuant to Section 4.12(b) of this Agreement;

(c) City to take any and all appropriate actions to ensure that a request for annexation is in full compliance with Chapter 43 of the Texas Local Government Code, including, but not limited to, annexation of portions of the Colorado River as might be necessary to create contiguity of parcels and extension of ETJ boundaries to include areas of the Property not currently recognized as part of the City's ETJ;

(d) Execution of the Municipal Service Agreement and submission of the Annexation Petition and the zoning application, which will include the Concept Plan, by Owner within ten (10) days after Development Commencement of a particnlar phase, such submission may be made in scctions as defined by metes and bounds;

(e) City acceptance of the Annexation Petition and beginning of notification, public hearings, and first reading for adoption of the annexation and zoning ordinance concurrently; and

(f) Second and final reading of ordinance annexing the submitted portion of Property, and second and final reading of an ordinance zoning the submitted portion of Property in accordance with this Agreement.

3.03 Initial Storage Structure. Notwithstanding the foregoing, City acknowledges that Owner intends to build a metal building of up to 40,000 square feet and a barn with stables (referred to herein as the "Initial Improvements") for purposes of storage, property management and maintenance and the existing farm\ranch operation on the Property, which Owner intends to continue on the Property until such time as the Project is fully built out. Provided that the Initial Improvements are related to such purposes, they may be constructed on the Property through the permit process and will not be considered Development Commencement triggering the annexation provisions of Section 3.01. The Initial Improvements shall only require those City approvals, if any, that are otherwise normally required for agricultural projects for a Property located within the ETJ.

3.04 Continuation of Land Use. The provisions of the Chapter 43.002 of the Texas Local Government Code shall continue to apply and shall remain in effect as to the Property after the Property is annexed and zoned in accordance with this Article. Owner shall not be prohibited from using the Property for any of the planned for land uses established in the Land Use Chart of the Concept Plan.

3.05 Continuation of Agricultural Use. The City and Owner agree and acknowledge that the Property is currently used for agricultural purposes and subject to a property tax exemption under Chapter 23 of the Texas Tax Code. It is the Owner's intent to continue use of the Property for agricultural or wildlife preservation purposes until such time as it is developed. As portions of the Property are developed and taken out of agricultural use, Owner intends to continue use of the remaining, undeveloped portions of the Property for agricultural or wildlife preservation purposes. Notwithstanding anything herein to the contrary, the City agrees that such undeveloped portions of the Property shall be permitted to continue such agricultural use or wildlife preservation use.

ARTICLE IV.
Development of the Property

4.01 Applicable Regulations.

(a) Owner shall plan, plat, build-out and complete development and infrastructure on the Property in compliance with the Applicable Regulations and the Project Approvals, as those terms are defined in subsection (b), and this Agreement. The Property shall additionally be developed in compliance with the land uses and development standards as set forth in the Concept Plan. The specific sizes and configurations of buildings, street layouts and other project details as depicted on the Informational Land Plan are intended for illustrative purposes only and may be modified by the Owner on the site plans for the Property, provided that the Owner complies with the land use designations indicated on the Concept Plan and with the Project Approvals.

(b) In this Agreement, "**Applicable Regulations**" means and includes the federal, state, and local laws, rules and regulations, including, but not limited to, environmental regulations,

as they exist from time to time, subject to the provisions of Section 4.02 below, that are applicable to the development of the Property, and the City Code, as modified by the Project Approvals. The "**City Code**" are the City's ordinances and duly adopted regulations in effect and existing on the Effective Date, portions of which may be amended from time to time as authorized by Chapter 245 of the Texas Local Government Code governing subdivision, zoning and site development of land that are applicable to the Property. The "**Project Approvals**" are all approvals, warrants, variances, waivers and exceptions to the City Code as set forth on the attached **Exhibit "F"**, and hereby approved by the City, that are necessary or required for the development of the Property with the densities and land uses proposed in this Agreement. If there is any conflict between this Agreement and the City Code, this Agreement will control.

4.02 Uniformity of Requirements. The Concept Plan, attached as **Exhibit "B"** and approved as of the Effective Date of this Agreement, constitutes an application by the Owner for the subdivision and development of the Property, and initiates the zoning, subdivision (if any), and development permit process for the Property. The Concept Plan shall be considered a development plan as provided in Section 212.172 of the Texas Local Government Code; however, under no circumstances shall the Concept Plan constitute a site plan as defined by the City Code. Subject to the terms and conditions of this Agreement, the City confirms, acknowledges and agrees that Owner has vested authority to develop the Property in accordance with the City Code, as modified by the Project Approvals, notwithstanding subsequently adopted ordinances, rules or regulations, or changes or modifications to the City's ordinances, rules and regulations which will only be applicable to the extent allowed by Chapter 245 of the Texas Local Government Code (the "**Vested Rights**"). The Vested Rights shall terminate and expire in the event that: (1) the Owner, or its successors or assigns with respect to each affected parcel, agrees in writing to such modification or revocation; (2) Owner fails to complete and obtain final City acceptance of one or more sections of the subdivision for the Property within fifteen years after the Effective Date, or thereafter abandons development of the Property; (3) an application for a major change to the Concept Plan is submitted by the Owner which substantially changes the density, land uses, parkland or transportation improvements from that approved by this Agreement and the Project Approvals; or (4) state law or court order mandates otherwise. If there is any confliet between the City Code and the terms of this Agreement, the terms of this Agreement will control. The foregoing notwithstanding, the Owner agrees that its Vested Rights will terminate if the Owner does not submit an Annexation Petition to the City requesting the annexation of the Property as required by Section 3.01 of this Agreement.

4.03 Approval of Concept Plan.

(a) The Owner is entitled to develop the Property in compliance with this Agreement, the Applicable Regulations, and the Concept Plan, which has been reviewed and is hereby approved by the City as of the Effective Date of this Agreement.

(b) The Concept Plan hereby approved by the City is also approved for use as an exhibit for the Zoning Concept Scheme required by the City Code. To complete the zoning application to be submitted to the City for final zoning of the Property upon annexation, the Zoning Concept Scheme shall include details regarding the public frontage plan along the Perimeter Road, defined in Sectin 4.12(b) below ("Public Frontage Plan"). When determining the base standards, the Public Frontage Plan shall align with the intent of the City Code and B3 Technical Manual Standards,

and include the proposed privacy fencing to be construted adjacent to the Perimeter Road as shown on **Exhibit "B"**. The Public Frontage Plan detailing the wall shall describe the extent that native stone materials and landscaping will be incorporated into the design.

(c) The Property may have final plats submitted by the Owner in multiple phases or as a single-lot final plat, provided that such final plat(s) is not for use of the Property as a single-family residential subdivision and otherwise in accordance with the Concept Plan, this Agreement, and Applicable Regulations.

(d) Due to the fact that the Property comprises a significant land area and its development will occur in phascs over a number of years, modification to the Concept Plan may become desirable due to changes in market conditions or other factors. Minor variations of a final plat or site plan from the Concept Plan, such as minor changes to the driveway alignments or land use designation boundaries, will not require a formal amendment to the Concept Plan, and will be defined as "minor changes" in this Agreement. Subject to Section 4.05 below, major changes to the Concept Plan (which are any changes that are not defined as minor changes in this subsection) must be consistent with the terms of this Agreement and will be subject to review and approval by the Planning Department of the City, which will not be unreasonably withheld, conditioned or delayed.

4.04 Phased Development. Owner intends to develop the Property in phases. City consents to such phased development and agrees that portions of the Property not under active development may remain in use for agricultural and wildlife management as provided in this Agreement.

4.05 Land Uses and Densities. The City hereby confirms its approval of the Concept Plan, and specifically approves the land uses, exceptions, utility and roadway alignments and width of the rights-of-way and other matters shown on the Concept Plan and the Project Approvals. The Concept Plan dcpicts general land use designations. Notwithstanding anything in the City Code to the contrary, the Owners shall be entitled to devclop the Property in accordance with the Applicable Regulations and the Concept Plan. Each general land use category may be increased by up to ten percent (10%) without requiring a Major Amendment. The approved land uses for the Project do not include a helipad.

4.06 Comprehensive Plan Amendment. Concurrently with consideration of the Annexation Petition by the City Council, the City will approve an amendment to the City Comprehensive Plan to modify the Future Land Use Map ("**FLUM**"). The amendment provides that the use indicated in the FLUM for the Property is changed from "Rural Residential" to "Industry" as reflected by the large single-owner site with uses established in this Agreement and depicted on the Concept Plan.

4.07 Zoning. The application for zoning of the Property will be to zone the Property , consistent with the Comprehensive Plan, as amended. It is the intent of the City to zone the Property consistent with the zoning designation appropriate for the Project. The zoning of the Property as provided herein concurrently with the annexation of the Property shall be incorporated into the Municipal Services Agreement pursuant to Section 43.0672 of the Texas Local Government Code and shall be subject to the process, notices, hearings and procedures applicable to all other

properties within the City. The zoning process shall be commenced following execution of the Municipal Services Agreement where the parties agree to the terms of services to be provided as described in Section 3.01 and upon receipt of a zoning application that complies with this Agreement and the Applicable Regulations, provided that the City Council will not take final action on the zoning application until the Property is annexed into the City limits. Pursuant to Section 212.172(b)(8) of the Texas Local Government Code, the City agrees that the uses, development, and development intensity shown on and allowed in the Concept Plan, the Project Approvals, and in this Agreement shall be allowed for the Property after annexation. If the City does not zone the Property with a designation which allows the Property to be legally developed in a manner which aligns with the described Project, Concept Plan, and this Agreement, then the Owner, in addition to the rights and remedies it may have under any other agreement with the City, shall have the right to enforce the obligations of the City under this Section pursuant to remedies that are available under applicable law, and Owner shall be allowed to request, and granted by the City, de-annexation of the Property.

4.08 Plat Approvals. Approval of a final plat and site plans shall be deemed to also be an update of the Concept Plan. Final Plats shall be approved if they are consistent with this Agreement and meet the Applicable Regulations.

4.09 Design and Construction. Owner will finance (if applicable), design, construct and install all required water facilities, wastewater facilities, streets (subject to Section 4.12), drainage facilities and other amenities and improvements required to develop the Property and the Project Facilities described in Article V below required to serve the Property (collectively the "**Public Improvements**") at Owner's sole cost and expense, subject to the reimbursements provided for in this Agreement or by separate agreement. Owner shall design and construct and install the Public Improvements to the Property in compliance with the Applicable Regulations (including, but not limited to, the posting of fiscal security and payment for fee-in-lieu as appropriate), the plans and specifications approved by the City, and good engineering practices. All lighting within the Project shall comply with applicable City Code.

4.10 Review/Submittal Fees. Except as otherwise provided in this Agreement, the City's standard application, review and development fees associated with annexation and zoning shall be waived.

4.11 Open Space. In recognition of the character of the Project as a unique development and in acknowledgement of the substantial open space, recreational areas, greenbelts, trails and recreational facilities ("Open Space") to be owned and maintained by Owner or by a property owners' association ("**POA**") and that will be provided by the Owners, the City agrees that no public parkland dedication, dedicated civic space, or fees in lieu of dedication will be required from Owner. On an overall Project basis, the Owners shall provide an amount of Open Space to be owned and maintained by Owner or by a POA that is equal to or in excess of the amount 220 acres shown in the Concept Plan. Owner shall have the right to modify the location and configuration of the Open Space to be owned and maintained by Owner or by a POA as a Minor Amendment provided that the total amount of such Open Space currently shown on the Concept Plan is not decreased more than ten (10) percent. Owner, or a POA established by Owners, shall be obligated to construct, operate and maintain such the Open Space provided in this Section. In the event Owner fails to construct the Open Space as provided on the Concept Plan, Owner shall

be obligated to pay the applicable fee-in-lieu as required pursuant to the City Code and as offset by the Open Space actually constructed. Owner shall make reasonable efforts to preserve and protect the current trees and vegetation to maintain the overall natural character of the site.

4.12 Transportation

(a) Internal Roadways. City approves an internal private roadway network within the Property. Roadway and streets within the Project shall be designated as private for the exclusive use of the Project's users, residents, owners, tenants and guests. Such Owner or the POA shall be responsible for the maintenance and operation of the private streets. The Property may be divided by subdivision, metes and bounds (if exempt from platting requirements under the Texas Local Government Code), or condominium regime with primary frontage and access to a public street or roadway. The private access driveways within the Project will not be required to meet the City's public street standards such driveways will only be required to meet the requirements of the Applicable Regulations.

(b) Public Right of Way. Owner shall dedicate, by a single-lot subdivision plat, (i) a fifty-five and half (55.5) foot wide public right of way along the boundary of the Property ("**Perimeter Roadway**") and (ii) the width of right of way necessary to total forty (40) feet from the center line of Lovers Lane along Lovers Lane adjacent to the Property, as depicted in **Exhibit "G"** (collectively, "**Dedicated ROW**"). Owner shall also pay fee-in-lieu to the City Transportation Fund in an amount equivalent to 100% of the estimated cost of construction of the northern portion of the Perimeter Roadway running from Lovers Lane parallel to Margies Way as a Local Collector: Rural Street (such portion being shown on Exhibit "G" as "**Segment 1**"), and an amount roughly proportional to the impact of the development upon the public transportation system based on a traffic impact analysis for the southern portion of the Perimeter Roadway running from Margies Way to El Camino River Road (such portion being shown on Exhibit G as "**Segment 2**") (collectively, "**Monetary Obligation**"). Notwithstanding the forgoing, the Monetary Obligation shall not include any costs associated with a bridge over the Colorado River or any roadway or other infrastructure associated with such bridge, provided that that the project developed on the Property is substantially similar to that depicted on the Concept Plan. The Owner will have the option to either construct the Perimeter Roadway as a Local Connector Street: Rural Street or provide the Monetary Obligation for the Perimeter Roadway. Depending on the Owner's selected option, the portion of the Monetary Obligation paid or the portion of the Perimeter Roadway built will be determined by the City based on the portion of the Property being developed at the time of submitting a revised site plan. The Monetary Obligation may be paid over time with the submittal of a site plan application in payments corresponding with the phase of the Project submitted with that certain site plan application. Primary access points shall be on Lovers Lane as shown on the Concept Plan. Once Segment 1 of the Perimeter Road is contructed, any primary access points supplemental to those on Lovers Lane shall be taken from the Perimeter Roadway. If Segment 2 of the Perimeter Road is constructed, it will serve as access to the portions of the Project adjoining it. Owner reserves the right to choose the official name of the Perimeter Roadway, subject to Applicable Regulations and addressing requirements.

(c) Related Agreements. The City agrees to work in good faith with Bastrop County and Owner to negotiate and execute a Public Improvement Agreement, as may be necessary, that

describes the nature and scope of offsite roadway infrastructure improvements as identified by the traffic impact analysis in order to accommodate the Project.

(d) Transportation Master Plan. Concurrently with consideration of the Annexation Petition by the City Council, the City will approve an amendment to the City Transportation Master Plan. The amendment is reflective of roadways depicted on the Concept Plan and specifically includes provisions that (1) the proposed bridge across the Colorado River on the west side of the Property be relocated to outside the boundaries of the Property; (2) the main throughfare through the center of the Property be relocated to align with the eastern Property boundary, starting at the intersection of Lovers Land and Margies Way, heading west parallel to Margies Way, and south down to El Camino River Road; (3) the roadway grids shown with the Property shall be eliminated in favor of private internal roadway network as provided by this Agreement. The internal roadways cannot be used to subdivide the property into smaller parcels without public street access or a Major Amendment to the Agreement.

ARTICLE V.
Project Facilitics

5.01 Project Facilities. The Project Facilities consists of the Water Line Project and the Wastewater Line Project described in Section 5.02 and 5.03 below (the "**Project Facilities**").

5.02 Water Line Projcct. The Water Line Project consists of an extension of an offsite watcr transmission main (eight (8) inches in diameter) from the existing water line located at the City limits on Lovers Lane, along a route generally shown on **Exhibit "H"** (the "**Water Line**"), and all appurtenant facilities and equipment reasonably required to operate the Water Line (the "**Water Line Project**"). The construction of the Water Line Project will comply with the Applicable Regulations, plans and specifications approved by the City, this Agreement, and good engineering practices.

5.03 Wastewater Line Project. The Wastewater Line Project consists of an extension of an offsite wastewater transmission/collector lines (four (4) inch diameter forcemain and eight (8) inch diameter gravity) from an existing wastewater line, along a route generally shown on **Exhibit "H"** (the "**Wastewater Line**"), and all the appurtenant facilities and equipment reasonably required to operate the Wastewater Line (the "**Wastewater Line Project**"). The construction of the Wastewater Line Project will comply with the Applicable Regulations, plans and specifications approved by the City, this Agreement, and good engineering practices.

5.04 Oversizing. At the City's request, Owner shall increase the size of the Water Line Project and/ or the Wastewater Line Project to a size determined by the City in order to accommodate a capacity in excess of that necessary to serve the Project ("**Ovcrsized Project Facilities**"). Notification of such request by the City shall be in writing and provided to the Owner at the time the application for construction plans is submitted.

5.05 Water Tower. Owner may construct a water tower on the Property to be used as a functional water storage device. The maximum height of the water tower shall be one hundred and thirty (130) feet. At Owner's discretion, the water tower may be (1) used privately to

supplement fire flow requirements within the Property or (2) dedicated to the City (along with necessary easements) for public water storage purposes. The Owner shall have the absolute right, without a need for a permit, to use the water tower as signage (no obscene images or offensive language) for the Project if the water tower is for private functional use.. If the water tower is not constructed to serve a functional purpose, the water tower will be permitted with the City as a sign.

5.06 Timely Construction of Project Facilities. Owner shall design, construct, install and obtain City acceptance of the Project Facilities in accordance with the terms and conditions of this Agreement. Such Project Facilities shall be completed by Owner on or before the expiration of seven (7) years after the annexation of the entirety of the Property. No final plat (if applicable) of land out of the Property will be recorded until the Project Facilities for that portion of the Property are completed by the Owner.

5.07 Eminent Domain. The Project Facilities are necessary and required improvements for the City's water and wastewater system. The City will provide use of all necessary City lands, rights-of-way and easements (as appropriate) and will provide further required easements or lands in fee simple as may be necessary for construction of that part or portion of the Project Facilities that is located outside the boundaries of the Property. It is acknowledged there is and exists a public necessity for the Project Facilities. City agrees to use its power of eminent domain to acquire such lands or easements as may be necessary for the construction of the Project Facilities. The reasonable costs and expenses of the City obtaining any easements and land required for the Project Facilities only and located outside the boundaries of the Property shall be paid by Owner, subject to the Owner's right to be reimbursed for such costs and expenses through the Incentives Agreement, as defined below.

ARTICLE VI.
Costs and Reimbursement of the Project Facilities

6.01 Project Facilities Costs and Expenses. All costs and expenses for designing, bidding, constructing, and installing the Project Facilities to be constructed by the Owner shall be paid by Owner. Owner shall be eligible for reimbursement via a separate incentives agreement with the City to be negotiated and executed prior to annexation of the first phase ("**Incentives Agreement**").

6.02 Reimbursable Costs. Owner shall contract for, fund and pay for the design, contract negotiation, installation and construction of the Project Facilities ("**Reimbnrsable Costs**") and shall be entitled to reimbursement of one hundred percent (100%) of the Reimbursable Costs from the City pursuant to the Incentives Agreement. In the event the City requests the Oversized Project Facilities, Owner shall be entitled to dollar-for-dollar reimbursement for the design, contract negotiation, installation and construction of the Oversized Project Facilities, as provided in a mutually agreeable agreement providing for such reimbursement which will be negotiated by the parties at a later date. Owner shall not receive or be entitled to receive any waivers or reimbursements from the City for any of the costs attributable to any portion of the Project Facilities that are not constructed in accordance with this Agreement, or that are not installed and constructed by Owner.

6.03 Surviving Obligation to Reimburse. If the City elects to terminate this Agreement because of a default by the Owner that remains uncured after expiration of the Cure Period in accordance with this Agreement, or if this Agreement expires of its own terms, such termination will not terminate the obligation of the City to reimburse the Owner for Reimbursable Costs or Oversizing Costs actually incurred by the Owner prior to the date of termination and that obligation will expressly survive any such termination. If the City terminates this Agreement after commencement of the Project Facilities by the Owner but prior to completion and acceptance of the Project Facilities, the City will nevertheless reimburse the Owner under this Agreement for Reimbursable Costs and/or Oversizing Costs incurred by the Owner up to the date of termination only if the City is able to use the portion of the Project Facilities that have been constructed to complete the Project Facilities.

6.04 City's Option to Complete Project Facilities.

(a) In the event that the Owner fails to complete and obtain City acceptance of the Project Facilities, the City will have the right but not the obligation to complete the Project Facilities and to draw on any fiscal security guaranteeing the completion of the Project Facilities.

(b) In the event the City elects to complete the Project Facilities, the Owner agrees that all of Owner's right, title, and interest in the plans and specifications, designs, easements, real and personal property, and improvements acquired, produced or installed in aid of or necessary for completing sueh Project Facilities by the Owner or its engineers or contractors before such default shall become the property of the City and, in such event, the Owner will provide all necessary documentation to the City within five (5) business days of the City's request. To ensure that the City has all necessary rights to the plans and specifications for the Project Facilities and any other engineering services in the event of a default, Owner hereby assigns all its rights, title, and interest in the professional services agreements necessary for completion of the Project Facilities, expressly conditioned on Owner's default. The Owner agrees that the City will have the right to use such plans and specifications to complete the Project Facilities.

ARTICLE VII.
Additional Agreements and Performance

7.01 Additional City Agreements. The City hereby agrees:

(a) The Owner agrees to waive the the 30-day mandated timeline in Section 212.009 of the Texas Local Government Code. The City shall cooperate with Owner to expeditiously process and review all development applications related to the Project. . Review comments and determinations from the City for any development application shall be provided in 21 business days or less. . The City will appoint a designated staff liaison for any development related matters.

(b) To reserve and ensure availability of three hundred twenty-five (325) LUE of water service for the Project during the term of this Agreement.

(c) To reserve and ensure availability of three hundred twenty-five (325) LUE of wastewater service shall be required for the Project during the term of this Agreement.

(d) After Owner completes construction and obtains City acceptance of the Project Facilities and upon Owner completing construction of a phase or section of the Property in compliance with the Applicable Regulations and the City giving final acceptance of that phase or section, the City will approve connections to the water and wastewater system and provide such services within the completed phase or section of the Property on the same terms and conditions as then provided within other areas of the City.

(e) To timely perform and complete each task, duty and responsibility of the City set forth in this Agreement and that, whenever the City's consent or approval is required under this Agreement, such approval will not be unreasonably withheld, conditioned or delayed, subject to the City's discretion with respect to exercising its legislative authority.

7.02 Additional Owner Agreements. Owner hereby agrees:

(a) To develop the Property and construct all infrastructure required for the Project in compliance with the Applicable Regulations.

(b) To establish one or more POA, as may be necessary or appropriate at the discretion of the Owner, to maintain open space, parkland, private roadways, and common areas pursuant to appropriate articles and bylaws.

(c) The City's fees and charges currently provided for in the Applicable Regulations may be amended by the City from time to time, and Owner, its grantees, successors and assigns, shall pay to the City such fees and charges, as amended, for or with respect to the development of the Property, including, but not limited to, subdivision application fees, building permit fees, and water and wastewater impact, tap and use fees, except as may be otherwise provided in this Agreement.

(d) Pursuant to the Professional Service Agreement dated March 24, 2021, Owner shall pay to the City the reasonable costs and expenses incurred by the City for legal services in connection with the negotiation and implementation of this Agreement.

(e) To timely perform and complete each task, duty and responsibility of Owner set forth in this Agreement.

(f) Each lot, tract, parcel, or building site within the Property shall be required to pay the Impact Fees in the amount that is established by City ordinance as of the application submittal date for site plan for that certain phase of the Project. If Owner wishes to retain the reservation of LUE's as provided herein, the City reserves the right to require Owner to pay reservation fees or impose a deadline for the payment of impact fees to retain such LUE's. The parties will enter into a mutually agreeable utility service agreement with the terms for payment of such fees and other provisions related to service.

ARTICLE VIII.
Assignment of Commitments and Obligations

8.01 Owner Assignment of Agreement. Owner's rights and obligations under this Agreement may be assigned by Owner with prior written consent of the City, which shall not be unreasonably withheld, to a POA and/or to one (1) or more purchasers of all or part of the Property.

8.02 Binding Obligations. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and assigns. This Agreement shall be recorded by the Owner in the Official Public Records of Bastrop County, Texas within sixty (60) days after the Effective Date. If Owner fails to record this Agreement within sixty (60) days after the Effective Date, such failure shall be a default by Owner.

8.03 Not Binding on End Users. As provided in Section 212.172(f) of the Texas Local 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.

ARTICLE IX.
Default; Reservation of Rights; Attorney's Fees; Waiver

9.01 Default. Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of sixty (60) business days after receipt by such Party of notice of default from the other Party ("**Cure Period**"). Upon the passage of the Cure Period without cure of the default, such Party shall be deemed to have defaulted for purposes of this Agreement; provided that, if the nature of the default is such that it cannot reasonably be cured within the Cure Period, the Party receiving the notice of default may during such Cure Period give the other Party written notice that it has commenced cure within the Cure Period and will diligently and continuously prosecute the cure to completion as reasonably soon as possible, and such written notice together with diligent and continuous prosecution of the cure shall extend the Cure Period for up to an additional ninety (90) calendar days so long as the cure is being diligently and continuously pursued during such time; and provided further that, if the cure cannot be reasonably accomplished within the additional ninety (90) calendar day period but the applicable facts, circumstances and progress establish that a cure will be obtained within a reasonable period of time following the expiration of the ninety (90) calendar day period, the time for cure will be extended for an additional period of time as mutually agreed by the Parties (such agreement not to be unreasonably withheld); provided, further, that if a default is not cured within the applicable Cure Period, or, as applicable, written notice having been given and cure being commenced and diligently and continuously prosecuted, within the additional ninety (90) calendar days after the giving of the written notice, or, as otherwise applicable, within the time mutually agreed by the Parties due to the defaulting Party not being able to obtain a cure within the additional ninety (90) calendar days after the defaulting Party gives written notice that it is commencing cure, then the non-defaulting Party may pursue the remedies set forth in this Agreement. Notwithstanding any provision contained herein to the contrary, nothing herein shall prevent the City from calling a letter of credit or other fiscal surety if such letter of credit or fiscal surety will expire and the infrastructure that is guaranteed thereunder has not been constructed within the timeframes required by the City Code.

9.02 Default and Termination. Notwithstanding any other term or provision of this Agreement, if Owner defaults in the performance of a duty or obligation of Owner provided in this Agreement, and such default is not timely cured after notice and expiration of the Cure Period, the City may terminate and cancel this Agreement, seek to specifically enforce the obligations of the City under this Agreement, or seek other available remedy at law or equity. If the City defaults in the performance of a duty or obligation of the City provided in this Agreement, and such default is not timely cured after notice and expiration of the Cure Period, Owner may terminate and cancel this Agreement (in which event the City shall be obligated to disannex the Property), seek to specifically enforce the obligations of the City under this Agreement, or seek other available remedy at law or equity.

9.03 Reservation of Rights; Limited Immunity Waiver.

(a) To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws, and neither Party waives any legal right or defense available under law or in equity. Except as specifically provided in Section 9.03(b), nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the City or its officers and employees, and neither the City, nor its officers and employees waive, modify or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

(b) By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights, except as specifically provided in this Section 9.03(b). The City waives governmental immunity from suit and immunity from liability as to any action brought by the Owner to enforce the terms, provisions and conditions of this Agreement, but only to the extent necessary to pursue such remedies if the City fails to reimburse the Reimbursable Costs as required under this Agreement. Nothing in this Section shall waive any claims, defenses or immunities that the City may have with respect to suits filed by persons or entities other than a party to this Agreement.

9.04 Attorney's Fees. A Party shall be liable to the other Party for attorney fees or costs incurred in connection with any litigation between the parties, in which a Party seeks to obtain a remedy from the other party, including appeals and post judgment awards.

9.05 Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that Party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a Party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

9.06 Remedies Cumulative. The remedies described in this Article are in addition to and not in replacement of any other remedies at law or in equity that a Party may have as a result of any breach.

ARTICLE X.
Force Majeure

10.01 Definition. The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances: acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the Party claiming such inability.

10.02 Notice of Default. If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such Party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the Party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the Party shall endeavor to remove or overcome such inability with all reasonable dispatch.

10.03 Settlements and Strikes. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the Party having the difficulty.

ARTICLE XI.
Notices

11.01 Method of Notice. Any notice to be given hereunder by a Party to another Party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested or by e-mail, to the addresses set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed or when delivered by e-mail.

Any notice mailed to the City shall be addressed:

City of Bastrop
Attn: City Manager
1311 Chestnut Street
Bastrop, Texas 78602
Phone: (512) 332-8800
E-mail: phofmann@cityofbastrop.org

with copy to:

Bojorquez Law Firm, PC

Attn: Alan Bojorquez
11675 Jollyville Road, Suite 300
Austin, Texas 78746
Telephone: (512) 250-0411
Email: alan@texasmunicipallawyers.com

Any notice mailed to Owner shall be addressed:

Bastrop Colorado Bend, LLC
Attn: Alton Butler
12224 Montague Street
Pacoima, California 91331
Email: altonbutler@line204.com

With copy to:

McLean & Howard, LLP
Attn: Bill McLean
901 S. Mopac Expressway
Building II, Suite 225
Austin, Texas 78746
Telephone: (512) 328-2008
Email: bmclean@mcleanhowardlaw.com

and

David Heckler
2218 Race Street
Philadelphia, PA 19103
Telephone: 610.937.0077
Email: dheckler@watchdogpm.com

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

ARTICLE XII.
Miscellaneous Provisions

12.01 Waiver of Alternative Benefits. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. The Parties further acknowledge the City and Owner voluntarily elected the benefits and obligations of this Agreement, as opposed to the benefits available were Owner to have elected to develop the Property without the benefits and obligations of this Agreement, pursuant to and in compliance with the applicable City Code. Therefore, save and except the right to enforce the

obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Owner hereby waives any and all claims or causes of action Owner may have for or with respect to any duty or obligation undertaken by Owner pursuant to this Agreement, including any benefits that may have been otherwise available to Owner but for this Agreement. Owner specifically releases any equitable or legal claim that it may have against the City regarding, or with respect to, the duty or obligation of the Owner to install or construct any project or obligation undertaken by Owner pursuant to this Agreement. The foregoing notwithstanding, the Owner specifically does not waiver or release any claim or cause of action that Owner may have as a result of the City's breach of its agreements hereunder, including its agreement to reimburse the Reimbursable Costs as provided herein.

12.02 Entire Agreement and Amendment. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.

12.03 Resolution of Conflicts. Notwithstanding anything in this Agreement to the contrary, the following hierarchy shall apply in resolving conflicts between development requirements: (i) the Project Approvals, (ii) the Concept Plan, (iii) this Agreement, and (iv) the Applicable Regulations and City Code.

12.04 No Joint Venture. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the City's ETJ pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

12.05 No Third Party Beneficiary. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Owner.

12.06 Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement, or the application thereof to any person or circumstance, shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall be not be affected thereby.

12.07 Effective Date. The Effective Date of this Agreement is the defined date set forth in the first paragraph.

12.08 Texas Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Bastrop County, Texas. Venue shall lie exclusively in the State District Courts of Bastrop County, Texas.

12.09 Timely Performance. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

12.10 Exhibits. The following Exhibits to this Agreement are incorporated herein by reference for all purposes:

Exhibit A	Property
Exhibit B	Concept Plan
Exhibit C	Informational Land Plan
Exhibit D	Annexation Petition
Exhibit E	Municipal Services Agreement
Exhibit F	Project Approvals
Exhibit G	Dedicated ROW
Exhibit H	Water Line Project and Wastewater Line Project

[Signature pages follow]

EXECUTED in multiple originals, and in full force and effect as of the Effective Date.

CITY:

City of Bastrop, Texas
a Texas home-rule municipal corporation

Attest:

By: _____
Name: Ann Franklin
Title: City Secretary

By: _____
Name: Paul A. Hofmann
Title: City Manager

THE STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me on this 2nd day of July, 2021, by Paul A. Hofmann, City Manager of the City of Bastrop, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

ANN FRANKLIN
Notary ID #4113239
My Commission Expires
October 17, 2022

_____
Notary Public, State of Texas

OWNER:

BASTROP COLORADO BEND, LLC,
a Texas limited liability company

Alton Butler, Manager

THE STATE OF CALIFORNIA §

COUNTY OF Los Angeles §

This instrument was acknowledged before me on the 16th day of June 2021, by Alton Butler, Manager of Bastrop Colorado Bend, LLC, a Texas limited liability company, on behalf of said limited liability company for the purposes set forth herein.

Tina Marie Rosas
Notary Public, State of California

(SEAL)

TINA MARIE ROSAS
Notary Public - California
Los Angeles County
Commission # 2310173
My Comm. Expires Nov 19, 2023

EXHIBIT A
PROPERTY

FIELD NOTES

BEING ALL OF THAT CERTAIN 546.364 ACRE TRACT OF LAND SITUATED IN THE STEPHEN F. AUSTIN SURVEY, ABSTRACT NUMBER 2, BASTROP COUNTY, TEXA5, BEING MORE PARTICULARY DESCRIBED AS BEING ALL OF A CALLED 551.957 ACRE TRACT OF LAND CONVEYED TO BASTROP 552, LLLP. IN VOLUME 1694, PAGE 31, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, SAID 546.364 ACRE TRACT OF LAND, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found at an eastern corner of said 551.957 acre tract, being at the intersection of the north right-of-way line of Margie's Way (60' R.O.W.) and the west right-of-way line of Lovers Lane (R.O.W. Varies), for an easter corner and the **POINT OF BEGINNING** for the herein described tract,

THENCE, N77°48'10"W, with a southern line of said 551.957 acre tract, the north line of said Margie's Way, the north line of River Meadows, Phase 1, a subdivision recorded in Cabinet 4, Slide 16-B, Plat Records of Bastrop County, Texas, and the north line of River Meadows, Phase 2, a subdivision recorded in Cabinet 4, slide 89-B, Plat Records of Bastrop County, Texas, a distance of 3012.19 feet to a 1/2 inch iron rod found at an interior corner of said 551.957 acre tract, being at the northwest corner of Lot 34, said River Meadows, Phase 2, for an interior corner of the herein described tract of land,

THENCE, S12°59'16"W, with an eastern line of said 551.957 acre tract, the west line of said River Meadows, Phase 2, the west line of a called 45.088 acre tract of land conveyed to Palm Properties, LLC. in Document Number 201700307, Official Public Records of Bastrop County, Texas, the west line of a called 9.00 acre tract of land conveyed to Stephanie and Christopher Kennedy in Document Number 201711276, Official Public Records of Bastrop County, Texas, and the west line of El Camino Real Estates, a subdivision recorded in Cabinet 1, Slide 139-B, Plat Records of Bastrop County, Texas, passing at a distance of 3881.20 feet a 1/2 inch iron rod found at the southwest corner of said 9.00 acre tract of land, being at the northern terminus of El Camino River Road (50' R.O.W.), passing at a distance of 4554.28 feet a 1/2 inch iron rod found for reference in the east line of said 5S1.957 acre tract, being in the west line of Lot 1, said El Camino Real Estates, and continuing for a total distance of 4594.87 feet to a calculated point at the southeast corner of said 551.957 acre tract, being at the top of low bank of the Colorado River as located on March 1, 2021, for the southeast corner of the herein described tract of land,

THENCE, with the common line of said 551.957 acre tract and the top of low bank of the Colorado River, the following thirty-four (34) courses and distances, numbered 1 through 34,

1) N89°46'39"W, a distance of 230.10 feet to a calculated point for corner,
2) N86°00'39"W, a distance of 389.82 feet to a calculated point for corner,
3) N85°51'37"W, a distance of 322.79 feet to a calculated point for corner,
4) N79°11'56"W, a distance of 129.30 feet to a calculated point for corner,
5) N60°38'48"W, a distance of 240.72 feet to a calculated point for corner,
6) N49°55'01"W, a distance of 211.62 feet to a calculated point for corner,
7) N39°18'26"W, a distance of 218.23 feet to a calculated point for corner,
8) N18°32'25"W, a distance of 310.28 feet to a calculated point for corner,
9) N17°16'22"W, a distance of 618.43 feet to a calculated point for corner,
10) N10°50'27"W, a distance of 1006.85 feet to a calculated point for corner,
11) N03°26'28"E, a distance of 374.96 feet to a calculated point for corner,
12) N19°02'44"W, a distance of 590.19 feet to a calculated point for corner,
13) N08°20'37"W, a distance of 445.61 feet to a calculated point for corner,
14) N04°27'12"W, a distance of 972.32 feet to a calculated point for corner,

15) N23°56'49"E, a distance of 405.92 feet to a calculated point for corner,
16) N31°55'03"E, a distance of 492.65 feet to a calculated point for corner,
17) N42°19'52"E, a distance of 761.71 feet to a calculated point for corner,
18) N24°20'02"E, a distance of 76.48 feet to a calculated point for corner,
19) N76°42'21"E, a distance of 215.54 feet to a calculated point for corner,
20) S82°26'37"E, a distance of 136.05 feet to a calculated point for corner,
21) S71°34'16"E, a distance of 245.56 feet to a calculated point for corner,
22) S84°53'14"E, a distance of 113.77 feet to a calculated point for corner,
23) S82°27'35"E, a distance of 66.95 feet to a calculated point for corner,
24) S76°43'02"E, a distance of 57.36 feet to a calculated point for corner,
25) S57°42'57"E, a distance of 45.23 feet to a calculated point for corner,
26) S41°47'14"E, a distance of 98.85 feet to a calculated point for corner,
27) S86°03'31"E, a distance of 334.43 feet to a calculated point for corner,
28) S89°43'45"E, a distance of 427.61 feet to a calculated point for corner,
29) N85°04'35"E, a distance of 461.81 feet to a calculated point for corner,
30) N81°27'34"E, a distance of 508.87 feet to a calculated point for corner,
31) N73°46'29"E, a distance of 913.85 feet to a calculated point for corner,
32) N58°31'45"E, a distance of 629.23 feet to a calculated point for corner,
33) N71°38'34"E, a distance of 1234.21 feet to a calculated point for corner, and
34) N70°58'40"E, a distance of 849.49 feet to a calculated point at the northeast corner of said 551.957 acre tract, being at the top of low bank of the Colorado River, same being at the apparent northwest corner of a called 5.098 acre tract of land conveyed to James and Cindy Mikulenka in Volume 2336, Page 69, Official Public Records of Bastrop County, Texas, for the northeast corner of the herein described tract of land,

THENCE, S10°27'05"W, with the common line of said 5.098 acre tract and said 551.957 acre tract, passing at a distance of 100.00 feet a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for reference, and continuing for a total distance of 465.77 feet to a 1/2 inch iron rod found at the southwest corner of said 5.098 acre tract, being in a northern line of said Lovers Lane,

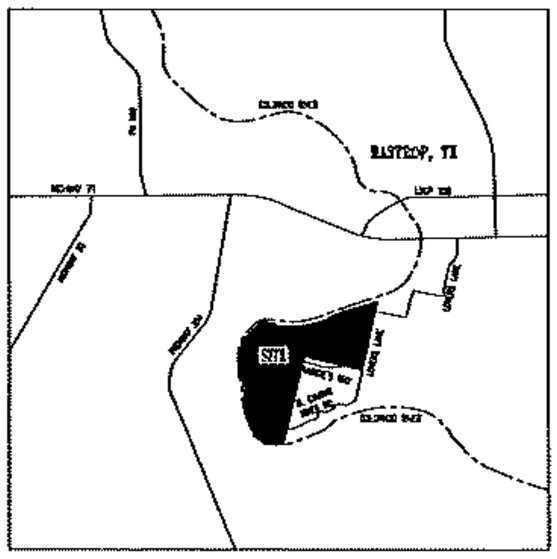
THENCE, S10°55'05"W, with the common line of said 551.957 acre tract and said Lovers Lane, a distance of 3056.71 feet to the **POINT OF BEGINNING** and containing 546.364 acres of land.

Surveyed by: _____

AARON V. THOMASON, RPLS NO. 6214
Carlson, Brigance and Doering, Inc.
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165
aaron@cbdeng.com

BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203)

ALTA SURVEY OF 546.364 ACRES SITUATED IN THE STEPHEN F. AUSTIN SURVEY, ASBTRACT NUMBER 2, BASTROP COUNTY, TEXAS, BEING ALL OF THAT CALLED 551.957 ACRE TRACT OF LAND CONVEYED TO BASTROP 552, LLLP. IN VOLUME 1694, PAGE 31, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS.



SCALE: 1" = 400'

LEGEND

COLORADO RIVER

STEPHEN F. AUSTIN SURVEY, ABSTRACT NO. 2

POINT OF BEGINNING

546.364 ACRES
BASTROP 552, LLLP.
(551.957 ACRES)
VOL. 1694, PG. 31

DETAIL
SCALE: 1"=40'

SHED

COLORADO RIVER

Line Table		
Line #	Length	Direction
L1	230.10	N66°46'28"E
L2	388.82	N66°00'28"E
L3	322.29	N65°51'37"E
L4	129.50	N79°11'56"E
L5	249.22	N63°36'49"E
L6	211.82	N47°55'57"E
L7	218.23	N38°18'28"E
L8	316.29	N1°41'52"E
L9	818.43	N11°16'22"E
L10	1008.85	N10°57'27"E
L11	374.56	N08°28'18"E
L12	560.18	N10°27'44"E
L13	445.61	N08°23'37"E
L14	972.32	N04°27'12"E
L15	426.82	N03°56'45"E
L16	432.65	N03°55'59"E
L17	791.29	N02°18'32"E
L18	28.48	N01°25'09"E
L19	215.54	N01°41'22"E
L20	130.25	S88°28'58"E
L21	245.58	S71°34'41"E
L22	113.77	S66°53'19"E
L23	84.95	S82°27'35"E
L24	57.36	S78°43'27"E
L25	45.23	S57°47'57"E
L26	84.86	S41°47'11"E
L27	354.43	S38°53'31"E
L28	427.61	S38°45'45"E
L29	431.81	N85°56'35"E
L30	508.87	N81°27'34"E
L31	913.85	N73°45'39"E
L32	629.23	N68°31'45"E
L33	1134.21	N71°38'34"E
L34	842.40	N70°56'40"E

Line Table		
Line #	Length	Direction
L35	27.56	N19°49'21"E
L36	126.25	S86°28'58"E
L37	245.58	S71°34'41"E
L38	110.77	S66°53'19"E
L39	86.86	S82°27'35"E
L40	57.36	S78°43'27"E
L41	45.23	S57°47'57"E
L42	84.86	S41°47'11"E
L43	354.43	S38°53'31"E
L44	427.61	S38°45'45"E
L45	431.81	N85°56'35"E
L46	508.87	N81°27'34"E
L47	913.85	N73°45'39"E
L48	629.23	N68°31'45"E
L49	1134.21	N71°38'34"E
L50	842.40	N70°56'40"E

FIELD NOTES

BEING ALL OF THAT CERTAIN 546.364 ACRE TRACT OF LAND SITUATED IN THE STEPHEN F. AUSTIN SURVEY, ABSTRACT NUMBER 2, BASTROP COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING ALL OF A CALLED 551.957 ACRE TRACT OF LAND CONVEYED TO BASTROP 552, LLLP. IN VOLUME 1694, PAGE 31, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS. SAID 546.364 ACRE TRACT OF LAND, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD FOUND AT AN EASTERN CORNER OF SAID 551.957 ACRE TRACT, BEING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF BRUCE'S WAY (R.O.W. VARIES) AND THE WEST RIGHT-OF-WAY LINE OF LOVERS LANE (R.O.W. VARIES), FOR AN EASTER CORNER AND THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED TRACT,

THENCE, N77°41'08"W, WITH A SOUTH-ERN LINE OF SAID 551.957 ACRE TRACT, THE NORTH LINE OF SAID BRUCE'S WAY, THE NORTH LINE OF RIVER MEADOWS, PHASE 1, A SUBDIVISION RECORDED IN CABINET 4, SLIDE 164-B, PLAT RECORDS OF BASTROP COUNTY, TEXAS, AND THE NORTH LINE OF RIVER MEADOWS, PHASE 2, A SUBDIVISION RECORDED IN CABINET 4, SLIDE 88-B, PLAT RECORDS OF BASTROP COUNTY, TEXAS, A DISTANCE OF 3012.15 FEET TO A 1/2 INCH IRON ROD FOUND AT AN INTERIOR CORNER OF SAID 551.957 ACRE TRACT, BEING AT THE NORTHWEST CORNER OF LOT 34, SAID RIVER MEADOWS, PHASE 2, FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

[redacted]

THENCE, WITH THE COMMON LINE OF SAID 551.957 ACRE TRACT AND THE TOP OF LOW BANK OF THE COLORADO RIVER, THE FOLLOWING THIRTY-FOUR (34) COURSES AND DISTANCES, NUMBERED 1 THROUGH 34;

1) N66°46'28"E, A DISTANCE OF 230.10 FEET TO A CALCULATED POINT FOR CORNER,
2) N66°00'28"E, A DISTANCE OF 388.82 FEET TO A CALCULATED POINT FOR CORNER,
3) N65°51'37"E, A DISTANCE OF 322.29 FEET TO A CALCULATED POINT FOR CORNER,
4) N79°11'56"E, A DISTANCE OF 129.50 FEET TO A CALCULATED POINT FOR CORNER,
5) N63°36'49"E, A DISTANCE OF 249.22 FEET TO A CALCULATED POINT FOR CORNER,
6) N47°55'57"E, A DISTANCE OF 211.82 FEET TO A CALCULATED POINT FOR CORNER,
7) N38°18'28"E, A DISTANCE OF 218.23 FEET TO A CALCULATED POINT FOR CORNER,
8) N1°41'52"E, A DISTANCE OF 316.29 FEET TO A CALCULATED POINT FOR CORNER,
9) N11°16'22"E, A DISTANCE OF 818.43 FEET TO A CALCULATED POINT FOR CORNER,
10) N10°57'27"E, A DISTANCE OF 1008.85 FEET TO A CALCULATED POINT FOR CORNER,
11) N08°28'18"E, A DISTANCE OF 374.56 FEET TO A CALCULATED POINT FOR CORNER,
12) N10°27'44"E, A DISTANCE OF 560.18 FEET TO A CALCULATED POINT FOR CORNER,
13) N08°23'37"E, A DISTANCE OF 445.61 FEET TO A CALCULATED POINT FOR CORNER,
14) N04°27'12"E, A DISTANCE OF 972.32 FEET TO A CALCULATED POINT FOR CORNER,
15) N03°56'45"E, A DISTANCE OF 426.82 FEET TO A CALCULATED POINT FOR CORNER,
16) N03°55'59"E, A DISTANCE OF 432.65 FEET TO A CALCULATED POINT FOR CORNER,
17) N02°18'32"E, A DISTANCE OF 791.29 FEET TO A CALCULATED POINT FOR CORNER,
18) N01°25'09"E, A DISTANCE OF 28.48 FEET TO A CALCULATED POINT FOR CORNER,
19) N01°41'22"E, A DISTANCE OF 215.54 FEET TO A CALCULATED POINT FOR CORNER,
20) S88°28'58"E, A DISTANCE OF 130.25 FEET TO A CALCULATED POINT FOR CORNER,
21) S71°34'41"E, A DISTANCE OF 245.58 FEET TO A CALCULATED POINT FOR CORNER,
22) S66°53'19"E, A DISTANCE OF 113.77 FEET TO A CALCULATED POINT FOR CORNER,
23) S82°27'35"E, A DISTANCE OF 84.95 FEET TO A CALCULATED POINT FOR CORNER,
24) S78°43'27"E, A DISTANCE OF 57.36 FEET TO A CALCULATED POINT FOR CORNER,
25) S57°47'57"E, A DISTANCE OF 45.23 FEET TO A CALCULATED POINT FOR CORNER,
26) S41°47'11"E, A DISTANCE OF 84.86 FEET TO A CALCULATED POINT FOR CORNER,
27) S38°53'31"E, A DISTANCE OF 354.43 FEET TO A CALCULATED POINT FOR CORNER,
28) S38°45'45"E, A DISTANCE OF 427.61 FEET TO A CALCULATED POINT FOR CORNER,
29) N85°56'35"E, A DISTANCE OF 431.81 FEET TO A CALCULATED POINT FOR CORNER,
30) N81°27'34"E, A DISTANCE OF 508.87 FEET TO A CALCULATED POINT FOR CORNER,
31) N73°45'39"E, A DISTANCE OF 913.85 FEET TO A CALCULATED POINT FOR CORNER,
32) N68°31'45"E, A DISTANCE OF 629.23 FEET TO A CALCULATED POINT FOR CORNER,
33) N71°38'34"E, A DISTANCE OF 1134.21 FEET TO A CALCULATED POINT FOR CORNER, AND
34) N70°56'40"E, A DISTANCE OF 842.40 FEET TO A CALCULATED POINT AT THE NORTHEAST CORNER OF SAID 551.957 ACRE TRACT, BEING AT THE TOP OF LOW BANK OF THE COLORADO RIVER, SAME BEING AT THE APPARENT NORTHWEST CORNER OF A CALLED 5.048 ACRE TRACT OF LAND CONVEYED TO JAMES AND CINDY MCKELVEY IN VOLUME 2338, PAGE 85, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, S19°17'03"E, WITH THE COMMON LINE OF SAID 5.048 ACRE TRACT AND SAID 551.957 ACRE TRACT, PASSING AT A DISTANCE OF 150.30 FEET A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SURVEY" FOR REFERENCE, AND CONTINUING FOR A TOTAL DISTANCE OF 455.72 FEET TO A 1/2 INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID 5.048 ACRE TRACT, BEING IN A NORTHERN LINE OF SAID LOVERS LANE,

THENCE, S14°25'55"W, WITH THE COMMON LINE OF SAID 551.957 ACRE TRACT AND SAID LOVERS LANE, A DISTANCE OF 3056.71 FEET TO THE POINT OF BEGINNING AND CONTAINING 546.364 ACRES OF LAND.

NOTE:
A PORTION OF THE LEGALLY DESCRIBED PROPERTY IS WITHIN A SPECIAL FLOOD HAZARD AREA AS DESIGNATED BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP NUMBER 4801160005B FOR BASTROP COUNTY, TEXAS, DATED JANUARY 19, 2000, AND REVISED BY LOMR - 12-06-0875P, DATED NOVEMBER 19, 2012.

BENCHMARK
TBM-1:
1/2 INCH IRON ROD SET STAMPED "CONTROL POINT"
NORTH:13,931,133, EAST:2,943,671.84 (NAD83)
371.25' (NAVD88)

According to the Title Commitment G.F. No. T-141384, Effective Date December 28, 2020:

This tract of land is subject to the following:

12. The following matters and all terms of the document creating or offering evidence of the matters:

a. A drainage easement granted to the City of Bastrop as described in Document Number 201505013, Official Public Records of Bastrop County, Texas. (Shown Hereon)

According to the Title Commitment G.F. No. T-141384, Effective Date December 28, 2020:

This tract of land is not subject to the following:

11. The following matters and all terms of the documents creating or offering evidence of the matters:

a. An electric facilities easement granted to Bluebonnet Electric Cooperative, Inc. as described in Volume 1114, Page 751, Official Public Records of Bastrop County, Texas. (North of Property)

TO: ASPC, LLC., BASTROP 552, LLLP, AND TITLE RESOURCES GUARANTY COMPANY.
GF# T-141384, EFFECTIVE: DECEMBER 28, 2020

STATE OF TEXAS:
COUNTY OF BASTROP:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS.
FIELD WORK COMPLETED : 11TH DAY OF MARCH, 2021
MAP DATE: THIS THE 23RD DAY OF MARCH, 2021

AARON V. THOMASON, R.P.L.S. NO. 6214
CARLSON, BRIGANCE, AND DOERING
5501 WEST WILLIAM CANNON
AUSTIN, TX 78749
PH: 512-282-0170
AARON@CBDINC.COM

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

Carlson, Brigance & Doering, Inc.
FIRM ID F-3791 • STATE # 10024900
Civil Engineering • Surveying
5501 West William Cannon • Austin, Texas 78749
Phone No. (512) 280-5160 • Fax No. (512) 280-5165

J:\AC30\5067\Survey\5067 - ALTA SURVEY - 546.364 ACRES - COLORADO BEND

EXHIBIT B
CONCEPT PLAN

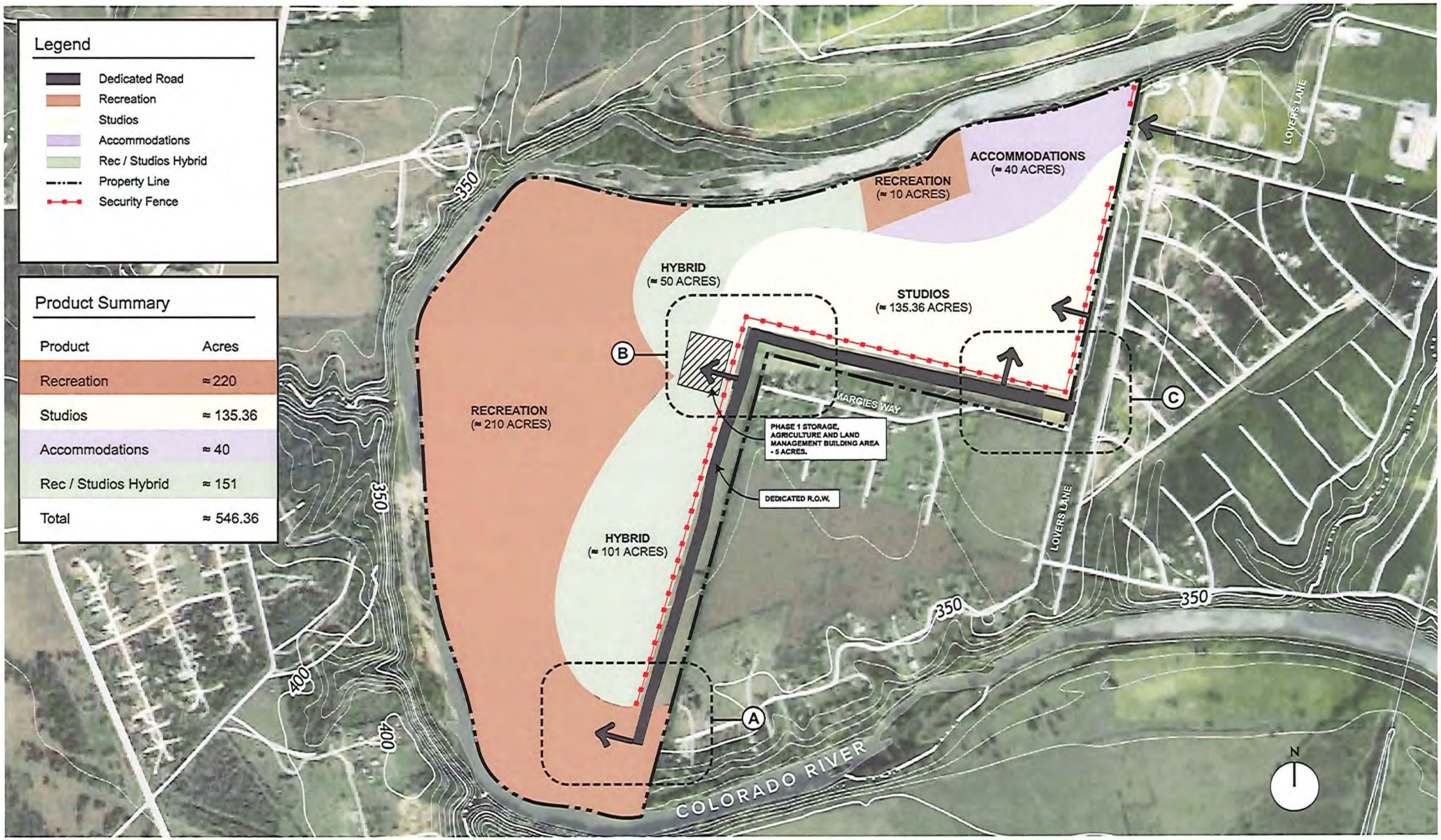


EXHIBIT B - CONCEPT PLAN

LEGEND

- NEW LANDSCAPE BAND: TREES, SHRUBS, GRASS
- MONUMENT SIGN
- NEWLY DEDICATED 55'-6" R.O.W.
- NEW BERM + PROPERTY WALL
- 60' UTILITY/ DRAINAGE EASMENT
- RANCH FENCE





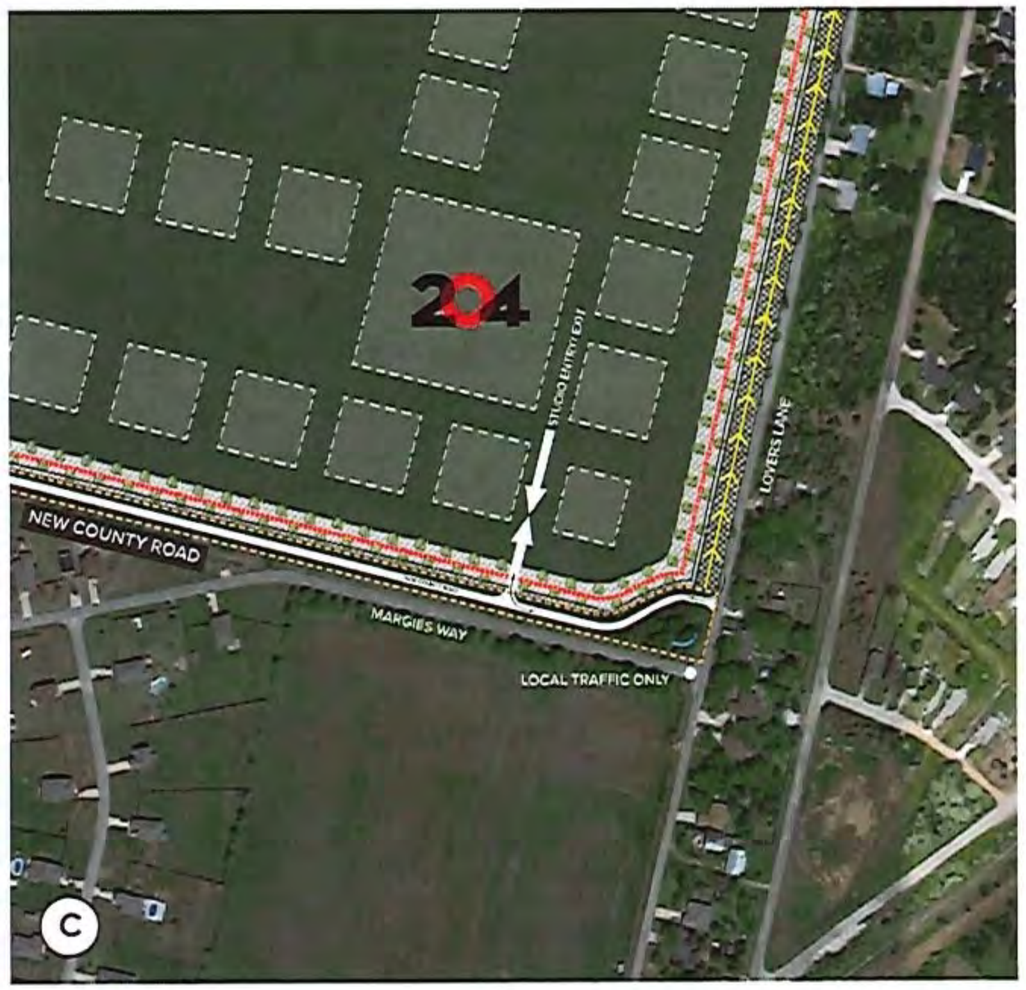


EXHIBIT B - CONCEPT PLAN

PERMITTED LAND USES

** All uses below are permitted in support of the Project*

STUDIO	HOUSING	RECREATION	HYBRID
Accessory Building (non-residential)	Caretaker's / Guard's Residence	Alcoholic Beverage Establishment (beer/wine/liquor)	Agricultural: Farm, Ranch, Crops / Orchard
Auto Laundry / Car Wash	Garage / Accessory Dwelling	Amusement Arcade (outdoor)	Emergency Services
Flex Space	Multi-family Dwelling (apartment, quadraplex)	Baker / Confectionary Shop (Commissary)	Nature Conservation
Heavy Machinery Sales Storage	Patio Homes	Campground	All allowable uses in Studio
Offices	Short-term rental units	Country Club	All allowable uses in Recreation
Parking Lot / Structure	Single-family Dwelling (attached and detached)	Dude Ranch	
Parking Lot Truck / Trailers	Townhomes	Fairgrounds / Exhibition Area	
Radio/TV broadcasting without Tower		Food/Beverage Sales	
Sound Stages		Food Trucks	
Studio / Decorator / Artist		Golf Course	
Studio / Health / Reducing Service		Hotel/Motel	
Studio / Music / Dance / Drama		Indoor Entertainment	
Tool / Light Equipment Rental (indoor)		Market	
Warehousing / Storage Facilities		Outdoor Entertainment	
Welding / Machine Shop		Park / Playground	
		Private Club	
		Restaurant / Cafeteria (no drive-thru)	
		Retail Shop / Apparel / Gift / Accessory similar	
		RV Park	
		Stable	
		Swimming Pools	
		Theater (open drive-in)	
		Theater / Playhouse (indoor)	

DEVELOPMENT STANDARDS

STREETS
Local Connector: Rural (perimeter *)
** Aligned along property boundary*

PARKING REGULATIONS
Not applicable

SIGNAGE
Applicable only to signage visible from the public ROW

PEDSTRIAN SHEDS
Not applicable

CIVIC SPACE
Not applicable

ENCROACHMENTS
Not applicable

TREE MITIGATION
Required only for trees 26" or greater on Preferred Plant List

BUILDING TYPES (PERMITTED)
Commercial
Rowhouse
Courtyard House
Ranch House , Villa
House
Duplex
Triplex, Fourplex

LOT OCCUPATION
80% Impervious Cover maximum
Building frontage varies (no min.)
Built-do Line varies (no min.)

BUILDING HEIGHT
* 60 feet max height for Principal Building
* Blue and green screen for production purposes shall not be considered a "building", and shall not be limited as to height

FAÇADE
Façade requirement for the Frontage Line shall not apply

BLOCKS
Block length varies (no max.)
Block perimeter varies (no max.)

SEC. 7.3.013 LOCAL CONNECTOR STREET: RURAL STREET



EXHIBIT C
INFORMATIONAL LAND PLAN

Legend

- 1 ENTRY GATE
- 2 ACCOMMODATIONS
  - 2.1) Modern Rentals
  - 2.2) Working Accommodations
  - 2.3) Future Motor Home Coach Parking
  - 2.4) Campground
- 3 SOUND STAGES
- 4 WAREHOUSES
- 5 OFFICES
- 6 FLEX PAD
- 7 CLUB HOUSE
- 8 GOLF COURSE
- 9 CONCERT VENUE
- 10 EMERGENCY SERVICES / COMMISSARY
- 11 SERVICES / ACCOMMODATIONS
- 12 BEACH
- 13 HARBOR
- 14 RANCH
- 15 NATURE CONSERVATION
- 16 WATER TOWER
- 17 BACK LOT MOVIE SETS
  - 17.1) Wisteria Lane
  - 17.2) Middle East St
  - 17.3) NY Street
  - 17.4) Western Town
  - 17.5) Lake
  - 17.6) Blue Wall with Pool
  - 17.7) Green Wall
- 18 AGRICULTURE & LAND MGMNT AREA
- P PARKING
- NEW LANDSCAPING



EXHIBIT C: INFORMATIONAL LAND PLAN

EXHIBIT D
ANNEXATION PETITION

EXHIBIT D

ANNEXATION PETITION

STATE OF TEXAS §
§
COUNTY OF BASTROP §

REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF BASTROP FOR ANNEXATION OF PROPERTY

WHEREAS, the undersigned is the owner of a certain tract of property located within Bastrop County, Texas, such property more particularly described hereinafter by true and correct legal description (referred to herein as the "**Property**");

WHEREAS, the undersigned has sought the annexation of the Property by the City of Bastrop, Texas (hereinafter sometimes referred to as "**City**"), to obtain the benefits of City services to the Property by the City;

WHEREAS, the Property is contiguous and adjacent to the corporate limits of the City;

WHEREAS, the City, pursuant to *§43.0671, Tex. Loc. Gov't. Code* and the request of the owner, is authorized to annex the Property; and

WHEREAS, the undersigned agrees and consents to the annexation of the Property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

NOW, THEREFORE, the undersigned by this Request and Petition:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Bastrop, Texas, of all portions of the Property, including the abutting streets, roadways, and rights-of-way, not previously annexed into the City and further described as follows:

> Being all that certain _____ tract of land situated in the Stephen F. Austin Survey, Abstract Number 2, Bastrop County, Texas, being more particularly shown and described in the Exhibit A attached hereto and incorporated herein for all purposes.

SECTION TWO: Requests that after annexation the City provide such services as are legally permissible and provided by the City, including the general governmental services as set forth in the municipal services plan.

SECTION THREE: Acknowledges and represents having received, read and understood the attached "draft" Service Plan, attached hereto as Exhibit B, (proposed to be applicable to and adopted for the Property) and that such "draft" Service Plan is wholly adequate and acceptable to the undersigned who hereby request the City Council to proceed with the annexation and

preparation of a final Municipal Service Plan and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understands and agrees that all City services to the Property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Municipal Service Plan.

SECTION FIVE: Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Bastrop and in the real property records of Bastrop County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the subject property.

FILED, this ___ day of _____ 20___, with the City Secretary of the City of Bastrop, Bastrop County, Texas.

Petitioner:

BASTROP COLORADO BEND, LLC,
a Texas limited liability company

_____
Alton Butler, Manager

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Alton Butler, Manager of Bastrop Colorado Bend, LLC, a Texas limited liability company, and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___ day of _____, 20____.

(SEAL)

_____
Notary Public-State of Texas

EXHIBIT E
MUNICIPAL SERVICES AGREEMENT

EXHIBIT E
MUNICIPAL SERVICES AGREEMENT

MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF BASTROP, TEXAS AND BASTROP COLORADO BEND, LLC

This Municipal Services Agreement ("**Agreement**") is entered into on this ____ day of, _____ 20____ by and between the City of Bastrop, Texas, a home rule municipality of the State of Texas ("**City**"), and Bastrop Colorado Bend, LLC, a Texas limited liability company ("**Owner**"). In this Agreement, City and Owner are sometimes individually referred to as a "*Party*" and collectively referred to as the "*Parties*".

RECITALS

The Parties agree that the following recitals are true and correct and form the basis upon which the Parties have entered into this Agreement.

WHEREAS, Owner owns certain parcels of land situated in Bastrop County, Texas, which consists of approximately _____ acres of land situated in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("**Property**");

WHEREAS, Owner has entered into a Development Agreement with the City pursuant to Section 212.172 of Texas Local Government Code ("Development Agreement"), requesting full-purpose annexation of the Property;

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, more specifically described in Exhibit A.

2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. **MUNICIPAL SERVICES.** Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable City ordinances, the approved Development Agreement

executed by the City Manager on the ___ day of _____, 20____, and all approved rules, regulations, and policies.

The City hereby declares the following services to be made available to the Property and its Owner(s):

a. **Police Services.** The City provides municipal police protection through a City Police Department and will provide the service to the area once annexed.

b. **Fire Services.** This area is within the ESD #2 Service Area. The City of Bastrop Fire Department will provide aid through the Automatic Aid Agreement with ESD #2. Radio response for Emergency Medical Services will be provided with the present personnel and equipment.

c. **Building Inspection/Code Enforcement Services.** The City of Bastrop will provide building inspection and code enforcement services upon annexation.

d. **Libraries.** Bastrop Public Library provides library services.

e. **Environmental Health & Health Code Enforcement.** Complaints of ordinance or regulation violations within this area will be answered and investigated by City personnel, beginning with the effective date of the annexation ordinance.

f. **Planning & Zoning.** The planning and zoning jurisdiction of the City will be extended to this area on the effective date of the annexation ordinance. Pursuant to the Development Agreement, the Parties anticipate and desire for the Property to be zoned EC (Employment Center), or in a manner that is not inconsistent with land uses provided in the Development Agreement, following the effective date of the annexation ordinance and in accordance with the process and procedures applicable to all other properties within the City. Notwithstanding the foregoing, the Property shall be entitled to be developed with the land uses as more specifically provided in the Development Agreement. All services provided by the City will be extended to the area on the effective date of the annexation ordinance.

g. **Parks & Recreation.** All services and amenities associated with the City's Parks and Recreation activities will extend to this area on the effective date of the annexation ordinance.

h. **Street & Drainage Maintenance.** The City will provide street and drainage maintenance to public streets in the area in accordance with standard City policy as the area develops.

i. **Street Lighting.** The City will provide street lighting to the area in any public right-of-way in accordance with standard City Policy as the area develops.

j. **Traffic Engineering.** The City will provide, as appropriate, street names signs, traffic control devices, and other traffic system design improvements to the area.

k. **Sanitation/Solid Waste Collection & Disposal.** The City does not directly provide municipal sanitation/solid waste collection and disposal services. However, the City has granted an exclusive franchise for these services to Progressive Waste Solutions of TX d/b/a Waste Connections of Texas, which will be notified of all newly-annexed parcels.

l. **Water Service.** The area to be annexed will be served water by the City of Bastrop. Subject to related agreements between the City and Owner, extension of services to serve the site will be at the Owner's expense.

m. **Sewer Service.** The area to be annexed will be served by wastewater service by the City of Bastrop. Subject to related agreements between the City and Owner, extension of services to serve the site will be at the Owner's expense.

n. **Miscellaneous.** All other applicable municipal services will be provided to the area in accordance with policies established by the City.

It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

5. **SCHEDULE.** Due to the size and vacancy of the Property, the plans, and schedule for the development of the Property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Agreement:

a. **Water.** Water service and maintenance of water facilities as follows:

i. Inspection of water distribution lines as provided by statutes of the State of Texas.

ii. The City intends to provide water services to the Property pursuant to the Development Agreement, and the terms of the Development Agreement applicable to water service are incorporated herein by reference. Save and except as provided in the Development Agreement, the City will provide water service in accordance with the applicable ordinances, rules, regulations, and policies of the City in effect from time to time for the extension of water service. The Owner shall construct the internal water lines and, subject to related agreements, pay the costs of line extension and construction of such facilities necessary to provide water service to the Property as required in City ordinances. Upon acceptance of off-site improvements required by the Development Agreement, water service will be provided by the City utility department on the same terms, conditions and

requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The water system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. In the event of a conflict between this Municipal Services Plan and the Development Agreement for the Property, the terms and provisions of the Development Agreement shall govern and control.

b. Wastewater. Wastewater service and maintenance of wastewater facilities as follows:

i. Inspection of sewer lines as provided by statutes of the State of Texas.

ii. The City intends to provide wastewater services to the Property pursuant to the Development Agreement, and the terms of the Development Agreement applicable to wastewater service are incorporated herein by reference. Save and except as provided in the Development Agreement, the City will provide wastewater service in accordance with the applicable rules and regulations for the provision of wastewater service in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. The Owner shall construct the internal wastewater lines and, subject to related agreements, pay the costs of line extension and construction of facilities necessary to provide wastewater service to the Property as required in City ordinances. Upon acceptance of any off-site improvements required by the Development Agreement, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. In the event of a conflict between this Municipal Services Plan and the Development Agreement for the Property, the terms and provisions of the Development Agreement shall govern and control.

6. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement.

7. **SEVERABILITY.** If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term

or provision declared illegal, invalid or unenforceable.

8. **INTERPRETATION.** The Parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The Parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

9. **GOVERNING LAW AND VENUE.** This Agreement aud all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Bastrop County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Bastrop County, Texas.

10. **NO WAIVER.** The failure of either Party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

11. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

12. **COUNTERPARTS**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

13. **CAPTIONS**. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

14. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND**. This Agreement is binding on and inures to the benefit of the Parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

15. **ENTIRE AGREEMENT.** It is understood and agreed that this Agreement contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements or understandings between the Parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

[The remainder of this page intentionally left blank.]

EXECUTED in multiple originals, and in full force and effect as of the Effective Date.

CITY:

City of Bastrop, Texas
a Texas home-rule municipal corporation

Attest:

By:_____
Name: Ann Franklin
Title: City Secretary

By:_____
Name: Paul A. Hofmann
Title: City Manager

THE STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me on this ____ day of _____, 2021, by Paul A. Hofmann, City Manager of the City of Bastrop, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

_____
Notary Public, State of Texas

OWNER:

BASTROP COLORADO BEND, LLC,
a Texas limited liability company

_____
Alton Butler, Manager

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____ 2021, by Alton Butler, Manager of Bastrop Colorado Bend, LLC, a Texas limited liability company, on behalf of said limited liability company for the purposes set forth herein.

(SEAL)

_____
Notary Public, State of Texas

EXHIBIT F
PROJECT APPROVALS

EXHIBIT F
PROJECT APPROVALS

In addition to the Development Table shown on the Concept Plan, the following design standards shall apply:

1. Owner may construct privacy fencing (or street screen) along the entire boundary of the Property, adjacent to the Dedicated ROW. This fence cannot be placed within the 1% annual chance Special Flood Hazard Area. The fence may be a maximum of ten (10) feet in height. A berm may be used to increase the height of the fence by up to four (4) additional feet. The fence and berm will be permitted and constructed in compliance with the Stormwater Drainage Manual and the IBC. The privacy fence shall be constructed with masonry, wrought iron, native stones, composite wood, or a combination thereof, in a manner that aesthetically pleasing.

2. Owner shall use reasonable efforts to include bee-friendly plantings in landscaping throughout the Project.

The following approvals, warrants, variances, waivers and exceptions to the City Code shall apply:

#	Code Provision	Description	Variance
1	Article 3.3	Pedestrian Shed	This Article shall not apply.
2	B3 Code, § 7.4.002	Blocks	No maximum block length and block perimeter
3	B3 Code, Art. 7.5	Civic Space	Civic Space requirement is waived.
4	B3 Code, § 6.5.003	Building Height	Blue and green screen used for the purpose of production shall not be considered a "building" and shall not be limited as to height.
5	B3 Code, § 6.3.003	Build-to-Line	Build-to-Line and Building Facade requirements shall not apply.
6	B3 Code, § 6.3.006	Parking	This Section shall not apply.
7	B3 Code, § 6.3.009	Façade	Façade requirement for the Frontage Line shall not apply to principal or accessory buildings within the Project.
8	Ordinances, Art. 3.19	RV Park	A fence is not required, but permitted, to buffer the RV Park from other uses within the Project. RV Park may be located as shown in the Concept Plan.
9	Ordinances, Art. 4.06	Special Events	Permits are not required for any special events that are directly related to the studio or filming use on the Property provided that: a.) the noise limits in Article 8.03.006 of the Ordinances are not exceeded; b.) Owner complies with any Fire Marshall requirements related to pyrotechnics, special effects, open flames, explosions or other potentially dangerous activities; and c.) the special event does not create any of the conditions described in Article 4.06.009 of the Ordinances. If an event is open to the public (paid entry or free), unrelated to the studio, a special event permit shall be required.

EXHIBIT G
DEDICATED ROW

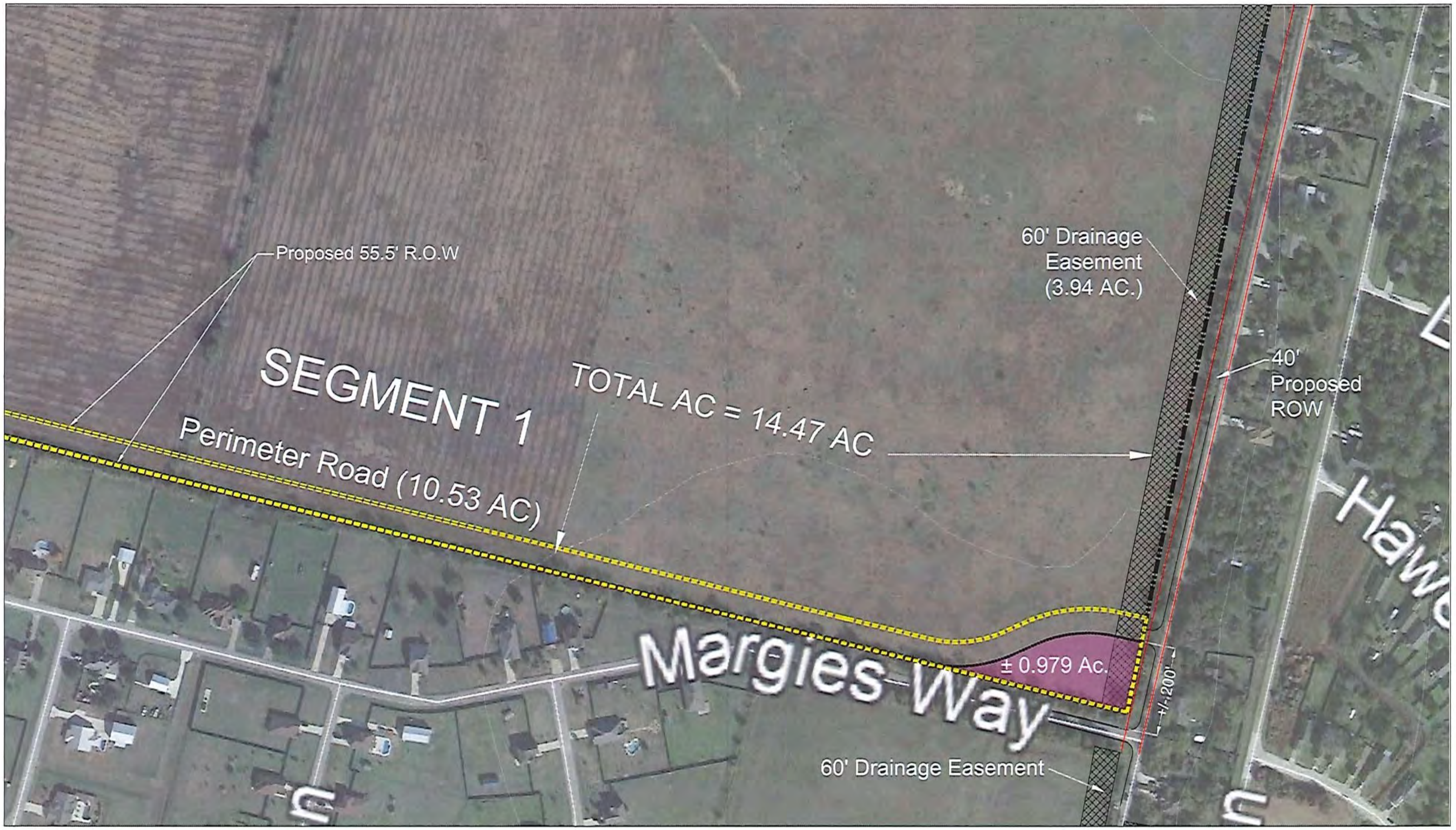
EXHIBIT G - DEDICATED ROW



DATE: May 3, 2021	EXHIBIT: Lover's Lane and Perimeter Road Alignment	PROJECT: Colorado Bend	SCALE: 1" = 400'	NOTES:

1411 W 5TH STREET, SUITE 100, AUSTIN, TX 78703 PH: (512) 328-6050
EMAIL: LSI@LSIaustin.COM WEBSITE: LSIaustin.COM

EXHIBIT G - DEDICATED ROW



FOR DISCUSSION PURPOSES ONLY

DATE: May 3, 2021

EXHIBIT: Entry Road Treatment between Lover's Lane and Perimeter Road

PROJECT: Colorado Bend

100 75 50 25 0 100 200 300

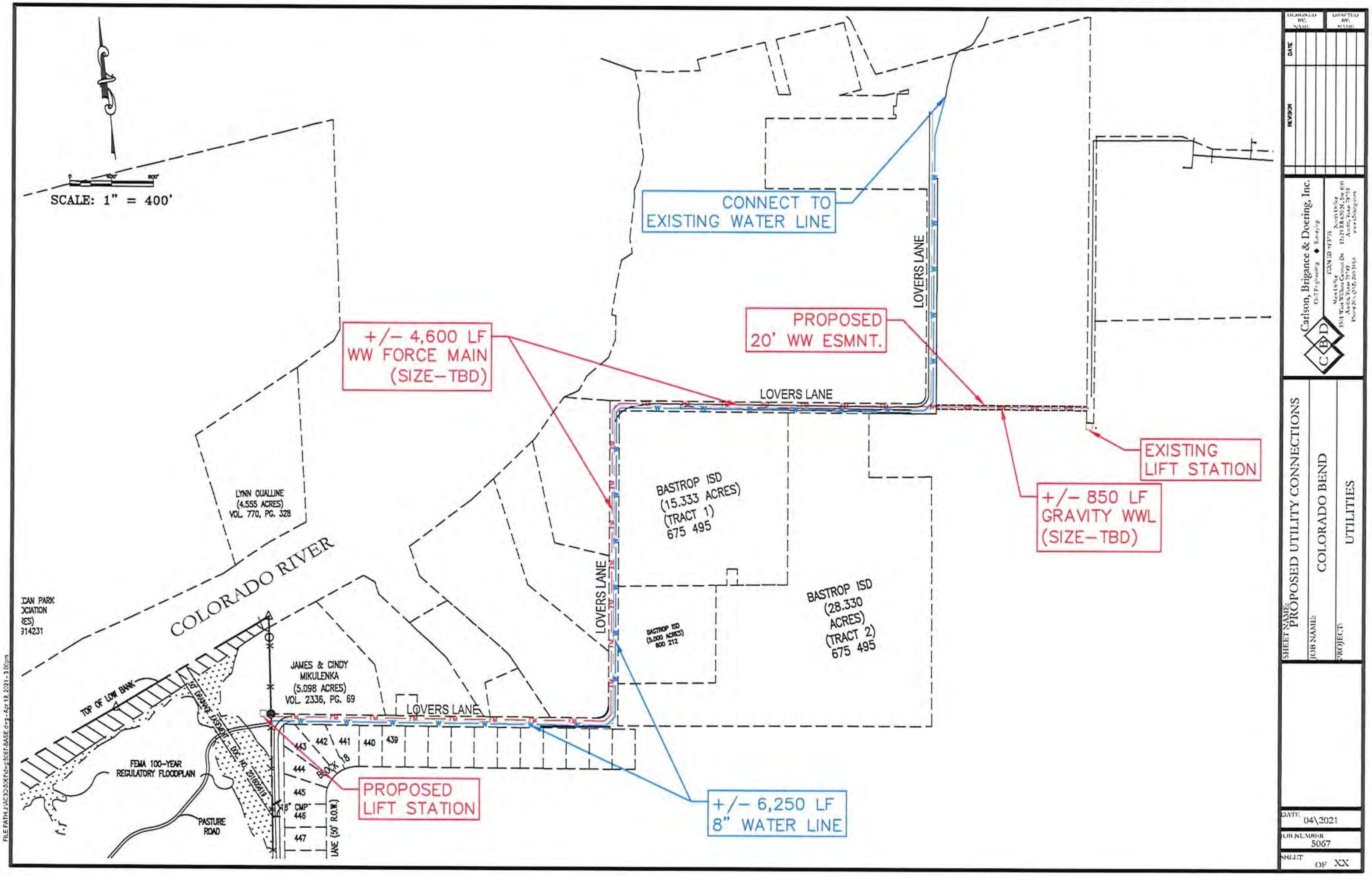
SCALE: 1" = 100' @24"X36"

NOTES:

1411 W 5TH STREET, SUITE 100, AUSTIN, TX 78703 PH: (512) 328-6050
EMAIL: LSI@LSIaustin.COM WEBSITE: LSIaustin.COM

EXHIBIT H
WATER LINE PROJECT AND
WASTEWATER LINE PROJECT

EXHIBIT H - WATER AND WASTEWATER



DESIGNED BY: XXX
DRAFTED BY: XXX
DATE
REVISION

Carlson, Brigance & Doering, Inc.
Civil Engineering • Surveying
(CBD)
5501 West William Cannon Dr.
Austin, Texas 78749
Phone No. (512) 280-5160
www.cbdeng.com

SHEET NAME: PROPOSED UTILITY CONNECTIONS
JOB NAME: COLORADO BEND
PROJECT: UTILITIES

DATE: 04\2021
JOB NUMBER: 5067
SHEET: OF XX

FILE PATH: J:\CBD\5067\dwg\5067-BASE.dwg - Apr 19, 2021 - 3:06pm

STAFF REPORT

MEETING DATE: December 14, 2021 **AGENDA ITEM**: 12O

TITLE:
Consider action to approve the first reading of Ordinance No. 2021-21 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2022 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 11, 2022 City Council agenda for a second reading.

AGENDA ITEM SUBMITTED BY:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
The FY2022 budget was approved by City Council on September 21, 2021. Since that approval, the City has finalized the ending balances for FY2021 and needs to establish carry-over amounts for projects and make miscellaneous corrects found after adoption.

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

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.

FISCAL IMPACT:
Various – See Ordinance Exhibit A

RECOMMENDATION:
Tracy Waldron, CFO recommends approval of the first reading of Ordinance No. 2021-21 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2022 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 11, 2022 City Council agenda for a second reading.

ATTACHMENTS:
- Ordinance 2021-21
- Exhibit A
- All Funds Summary FY2022 – updated to reflect proposed amendments
- Memo

ORDINANCE NO. 2021-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2022 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 AN EFFECTIVE DATE, AND MOVE TO INCLUDE ON THE JANUARY 11, 2022, CITY COUNCIL AGENDA FOR A SECOND READING

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 2022; 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 2022, 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 2022.

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 14th day of December 2021.

READ and ADOPTED on Second Reading on the 11th day of January 2022.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

Budget Amendment #1: General Fund-Library Expenditures

FY 2022 Budget Book (Page 158)	
Original Budget	$ 677,500
Travel & Training (101-21-00-5605)	$ 4,100
New Total Expenditure	**$ 681,600**

The library director submitted a request for $4,150 travel and training budget but there was an error and only $50 was appropriated. This budget amendment increases this line item using available fund balance.

Budget Amendment #2: General Fund-Organizational Expenditures

FY 2022 Budget Book (Page 115)	
Original Budget	$1,730,628
Transfer Out (101-02-00-8130)	$ 21,500
New Total Expenditure	**$1,752,128**

The purchase of a server for the library was initiated during FY2021. This was being funded out of available funds within the library budget. The order was not received prior to 9/30/2021. This is to appropriate the transfer from the General Fund to the Vehicle/Equipment Replacement Fund (VERF) from available fund balance in General Fund. The server will be purchased out of the VERF fund.

Budget Amendment #3: General Fund-City Manager Expenditures

FY 2022 Budget Book (Page 117)	
Original Budget	$ 594,533
Operational Salary (101-03-00-5101)	$ 4,235
Social Security (101-03-00-5150)	$ 290
Retirement (101-03-00-5151)	$ 500
Group Insurance (101-03-00-8130)	$ 8,830
New Total Expenditure	**$ 608,388**

This budget amendment is needed to reflect City Council approval of R-2021-83 on August 10, 2021, amending the City Mangers Employment Agreement. These amendments were not reflected in the approved budget. This will be funded out of available fund balance.

Budget Amendment #4: General Fund – Fire Department

This budget amendment is explained in the memo from the Fire Chief attached to this agenda item.

This requested change increases the number of budgeted FTEs for the General Fund by one position.

Budget Amendment #5: Vehicle/Equip Replacement Fund

FY 2022 Budget Book (Page 89)

Original Budget	$ 1,231,430
Capital Outlay (380-00-00-6000)	$ 21,500
New Total Revenue	**$1,252,930**

To cover the carryover transfer discussed in Budget Amendment #2.

Budget Amendment #6: Water/Wastewater Operating Fund Expenditures

FY 2022 Budget Book (Page 161)

Original Budget	$ 7,442,749
Capital Outlay (202-35-41-6000)	$ 171,000
New Total Expenditure	**$ 7,613,749**

This amendment is a carryover of the available fund balance from FY2021 to construct the 16" water line on FM20 for West Bastrop Village. You will notice on page 161 of the budget this amount was in the FY2021 estimated column but did not have any costs until after September 30, 2021.

Budget Amendment #7: 2018 CO Bond Expenditures

FY 2022 Budget Book (Page 105)

Original Budget	$ -0-
Capital Outlay (726-00-00-6000)	$ 655,500
New Total Expenditure	**$ 655,500**

The fund balance available in this bond fund was originally earmarked for the Old Iron Bridge. This was overlooked in the FY2022 budget process to not appropriate what is available to be poised for a match if any grant opportunities should come available.

Budget Amendment #8: Bastrop Power & Light Fund

FY 2022 Budget Book (Page 76)

Original Budget	$ 6,803,905
Extension Fees (404-00-00-4312)	$ 73,734
New Total Revenue	**$ 6,877,639**

The proceeds need to be applied to the following account:

FY 2022 Budget Book (Page 78)

Original Budget	$ 7,495,049
Line Extensions (404-60-00-6099)	$ 73,734
New Total Expenditure	**$7,568,783**

This budget amendment is a carryover from FY2021. This fund received a large line extension payment at the end of FY2021, but all costs associated with providing that line extension would have been expensed in FY2022. This amendment is a carryover of that revenue and an increase to the expense line item. There is no impact on the fund balance of this fund.

Budget Amendment #9: Grant Fund

FY 2022 Budget Book

Original Budget	$ 100,000
Grant Revenue (801-00-00-4500)	$ 12,350
Grant Revenue (801-00-00-4500)	$ 242,925
Grant Revenue (801-00-00-4500)	$ 12,960
Grant Revenue (801-00-00-4500)	$ 1,700,000
New Total Revenue	**$ 2,068,235**

The proceeds need to be applied to the following account:

FY 2022 Budget Book

Original Budget	$ 100,000
PW Detention Pond (801-00-00-6113)	$ 242,925
Agnus St Ext (801-00-00-6000)	$ 1,700,000
LCRA Grant (801-00-00-6000)	$ 12,960
JAG Grant (801-00-00-5517)	$ 12,350
New Total Expenditure	**$ 2,068,235**

This fund is not represented separately in the budget book (oversight). The totals are included in the Special Revenue column on the All Funds Summary. We have received several awards since the FY2022 budget was approved listed below:

- $12,350 from the Justice Assistance Grant Program for body-worn cameras
- $12,960 from LCRA Community Development Partnership Program for a mechanical CPR device
- $242,925 approved pump station for Public Works Detention Pond – Federal portion
- $1,700,000 partial GLO-CDBG-MIT funding for design and land acquisition

Budget Amendment #10: Revenue Bond 2020 Expenditures

FY 2022 Budget Book (Page 106)

Original Budget	$ 8,343,830
XS Water Plant (262-35-00-6325)	$ 813,733
New Total Expenditure	**$ 9,157,563**

This budget amendment is a carryover from FY2021. The ending fund balance was greater than originally projected. This will appropriate all funds available for capital projects.

Budget Amendment #111: Economic Development Corp. Expenditures

FY 2022 Budget Book (Page 99)

Original Budget	$ 5,296,378
Bus Industrial Park Improv (601-70-00-6711)	$ 715,500
New Total Expenditure	**$ 6,011,878**

The Economic Development Corporation (EDC) has requested a budget amendment with R-2021-108 approving expenditures not to exceed one million ($1,000,000). These expenditures are for a specific infrastructure project in the Bastrop Business and Industrial Park. The EDC has approximately $284,500 left in the CO, Series 2013. This budget amendment appropriates the additional amount needed from available fund balance.

ALL FUND SUMMARY FY 2022

	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
BEGINNING FUND BALANCES	$ 6,194,200	$ 189,672	$ 2,329,717	$ 4,442,130	$ 5,755,994	$ 3,081,727	$ 47,000,060	$ 3,090,557	$ 5,249,159	$ 77,333,216
REVENUES:										
AD VALOREM TAXES	4,418,537	2,432,572		-	-	-	-			6,851,109
SALES TAXES	6,671,097			-	-	-	-		3,331,500	10,002,597
FRANCHISE & OTHER TAXES	541,100		1,981,350	24,000	-	-	-			2,546,450
LICENSES & PERMITS	1,846,230		-	-	-	-	-			1,846,230
CHARGES FOR SERVICES	796,100		159,000	5,174,204	6,927,080	6,847,639	-	501,809	15,870	20,421,702
FINES & FORFEITURES	299,000			14,000	-	-	-			313,000
INTEREST	30,000	10,000	20,000	21,200	37,906	30,000	23,150	13,000	15,000	200,256
INTERGOVERNMENTAL	69,804	275,059	66,554	1,968,235	-	-	1,464,558			3,844,210
OTHER	40,000		-	144,133	6,500	-	1,365		1,712,044	1,904,042
TOTAL REVENUES	14,711,868	2,717,631	2,226,904	7,345,772	6,971,486	6,877,639	1,489,073	514,809	5,074,414	47,929,596
OTHER SOURCES										
Other Financing Sources	-						-			-
Interfund Transfers	770,000	640,512	-	-	4,087,529	-	445,500	1,045,427		6,988,968
TOTAL REVENUE & OTHER SOURCES	15,481,868	3,358,143	2,226,904	7,345,772	11,059,015	6,877,639	1,934,573	1,560,236	5,074,414	54,918,564
TOTAL AVAILABLE RESOURCES	$ 21,676,068	$ 3,547,815	$ 4,556,621	$ 11,787,902	$ 16,815,009	$ 9,959,366	$ 48,934,633	$ 4,650,793	$ 10,323,573	$ 132,251,780
EXPENDITURES:										
GENERAL GOVERNMENT	5,664,996			27,600	-	-	683,500			6,376,096
PUBLIC SAFETY	5,259,353			62,850	-	-	72,000			5,394,203
DEVELOPMENT SERVICES	1,540,086			-	-	-	-			1,540,086
COMMUNITY SERVICES	2,368,882		-	390,607	-	-	-			2,759,489
UTILITIES				99,950	4,178,469	6,175,061	-			10,453,480
DEBT SERVICE		3,494,221		-	3,992,281	171,072	-		483,456	8,141,030
ECONOMIC DEVELOPMENT			2,235,171	-	-	-	299,450		3,159,722	5,694,343
CAPITAL OUTLAY				2,525,885	473,500	383,250	46,745,063	1,252,930	2,368,700	53,749,328
TOTAL EXPENDITURES	14,833,317	3,494,221	2,235,171	3,106,892	8,644,250	6,729,383	47,800,013	1,252,930	6,011,878	94,108,055
OTHER USES										
Interfund Transfers	1,318,027	-	545,702	979,017	3,314,280	839,400	14,043	-	-	7,010,468
TOTAL EXPENDITURE & OTHER USES	16,151,344	3,494,221	2,780,873	4,085,909	11,958,530	7,568,783	47,814,056	1,252,930	6,011,878	101,118,523
ENDING FUND BALANCES	$ 5,524,724	$ 53,594	$ 1,775,748	$ 7,701,993	$ 4,856,479	$ 2,390,583	$ 1,120,577	$ 3,397,863	$ 4,311,695	$ 31,133,257

Bastrop Fire Department

Memo

To: Tracy Waldron, Chief Financial Officer

From: Andres Rosales, Fire Chief

cc: Paul Hofmann, City Manager

Date: 12/07/2021

Re: Change in FTEs

I am submitting a request to realign the Fire Department paid staffing in order to better align resources with national standards and best practices. Realignment would include the following:

- Discontinue the Assistant Fire Chief/Fire Inspector position.
- Add two additional Firefighters with vacancy savings from the discontinued Assistant Fire Chief/Fire Inspector position. This will add three new Firefighters to the Department for Fiscal Year 2022 that will be utilized in the following manner:
    - One will be assigned to each shift allowing for three Firefighters per shift, 24 hours a day. They will each be assigned to one of the following roles, Firefighter, Driver, and Officer (supervisor). Each Officer will have specific duties once covered by the Assistant Fire Chief and report directly to the Chief. Further, they will be in-charge while the Fire Chief is out of the office or on vacation. The Fire Inspector duties will be split between the third-party inspectors and the Fire Chief.

The Fire Department is currently funded eight full-time equivalents. The full-time equivalents will be increasing by one with the above change. There will be no impact to the Fiscal Year 2022 budget because of the Assistant Fire Chief vacancy savings.

STAFF REPORT

MEETING DATE: December 14, 2021 **AGENDA ITEM:** 12P

TITLE:
Consider action to approve Resolution No. R-2021-128 of the City Council of the City of Bastrop, Texas authoring the City Manager to enter into a Memorandum of Agreement with Austin Community College to offer consulting or training courses at 1302 Chestnut Street, Bastrop Tx attached as Exhibit A; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:
Trey Job, Assistant City Manager for Community Development

BACKGROUND/HISTORY:
The City of Bastrop received a request through our partners at the City of Bastrop's Economic Development Corporation from Austin Community College (ACC) requesting a space that can be leased to provide technical vocational training through ACC at a location within the City of Bastrop.

The agreement is for one year and can be renewed by mutual agreement of the parties. The requirements are that the City of Bastrop provide room/parking for 4 PODs. 8'x20' and suitable classroom space for the students. The draft agreement attached is very simple and will need to be reviewed by the City Attorney to better describe in detail what a suitable classroom means to ACC. However, from discussions with the ACC representative they are interested in 1302 Chestnut remaining in the as is condition.

Not described in the agreement but rather in discussion with the BEDC staff there will be an average of twelve to fifteen students per class and the course curriculum will be plumbing, electrical and welding training. If this resolution is approved this MOA will be the foundation for a more comprehensive agreement that will describe the classes and training in more detail.

RECOMMENDATION:
Approve Resolution No. R-2021-128

ATTACHMENTS:
- Resolution R-2021-128
- MOA

RESOLUTION NO. R-2021-128

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH AUSTIN COMMUNITY COLLEGE TO OFFER CONSULTING OR TRAINING COURSES AT 1302 CHESTNUT STREET, BASTROP TX ATTACHED AS EXHIBIT A; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop City Council understands the importance of workforce development; and

WHEREAS, the City of Bastrop City Council believes it is important to serve the public interest and ;

WHEREAS, the City of Bastrop understands the importance of focusing on vocational education and training, allows students to gain practical experience in their chosen career path before they even graduate.; and

WHEREAS, The City of Bastrop finds Austin Community College subject matter experts in the filed of education and workforce development can be achieved by entering into an agreement with ACC as shown in exhibit A.

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. The City Manager is Authorized to execute an agreement with Austin Community College to provide consulting and training courses at 1302 Chestnut Street Bastrop, Tx.

Section 3. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 14th day of December, 2021.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

AUSTIN COMMUNITY COLLEGE DISTRICT

MEMORANDUM OF AGREEMENT

The City of Bastrop ("City") and Austin Community College District ("ACC") enter into this Agreement to offer consulting or training courses at 1302 Chestnut Street, Bastrop, TX 78602. The Parties agree to have ACC offer training in the fields of study identified below on the following terms:

I. Party Responsibilities

City of Bastrop Agrees To:

1. Provide classroom space as stated in Exhibit A; and
2. Limit class size stated in Exhibit A.

ACC Agrees To:

1. Provide instruction as stated in Exhibit A;
2. Register all students through Austin Community College;
3. Provide the City with diagram identifying the location of instructional areas and outside storage units (as necessary) at designated training locations;
4. Relocate classroom(s) as necessary to accommodate previously scheduled functions at designated training locations; and,
5. Provide the City with a roster of students; and
6. Submit an invoice as described in Exhibit A: *Service Cost*

II. Term

This Agreement has an initial term of one year, commencing on the Effective Date, unless terminated earlier as described below. At the end of the initial term (and any subsequent extended terms) this Agreement may be extended by mutual agreement of the Parties, documented in a written amendment or extension in accordance with Section X below.

III. Termination

1. Either Party may terminate this Agreement, without cause, upon thirty (30) days written notice to the other. In the event of such termination, any course in process will be completed.

2. If either Party is in default of performance of any material obligation under this Agreement, the Party that is not in default may give written notice of the default to the other Party and if the Party notified fails to correct the default within thirty (30) days or within such period fails to satisfy the Party giving notice that the default does not exist, the Party giving notice may terminate this Agreement upon expiration of the thirty (30) day period.

3. The termination of this Agreement shall not affect any right or remedy that has accrued to either Party at the time of termination.

4. Upon termination of this Agreement (either through this section, or by expiration of the term with no extension), ACC shall deliver any keys, access badges, equipment, or other property owned by the City of Bastrop to the appropriate representative.

IV. INDEMNIFICATION

THE CITY SHALL INDEMNIFY, DEFEND (BY COUNSEL REASONABLY ACCEPTABLE TO ACC), AND HOLD HARMLESS ACC, ITS RESPECTIVE TRUSTEES, OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS, FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES, CLAIMS SOUNDING IN LAW OR IN EQUITY, AND ANY DEMANDS, AWARDS OF MONEY DAMAGES, ATTORNEYS FEES, COSTS, JUDGEMENTS , LICENSE FEES, EXCISES, FINES, AND PENALTIES; AND FOR INJURY OR DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY ARISING DIRECTLY OR INDIRECTLY FROM THE ACTS OR OMISSIONS OF THE CITY OR ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT WHETHER BROUGHT IN A COURT OF LAW OR EQUITY OR ADMINISTRATIVE PROCEEDING. THIS OBLIGATION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

V. Governing Law

The Agreement and all of the rights and obligations of the Parties hereto and all of the terms and conditions hereof will be construed, interpreted, and applied in accordance with and governed by and enforced under the laws of the State of Texas, without giving effect to its conflict of laws provision. Any action brought to enforce any provision of this Agreement shall be brought in a court of competent jurisdiction in Travis County, Texas.

VI. ACC Marks

All name, logos, and symbols of ACC ("ACC Marks") are owned by ACC. No displays or other advertising may state or imply ACC endorsement. Any use of ACC marks must have prior written approval of ACC's Vice President, Communications and Marketing or designee.

VII. Notice

1. Any and all notices, demands, or other communications required or desired to be given hereunder by any Party shall be in writing and shall be validly given or made to another Party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested.
2. If such notice or demand is served personally, notice shall be deemed made at the time of such personal service.

3. If such notice, demand, or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the Party to whom such notice, demand, or other communication is to be given at the addresses listed in Exhibit A.
4. Any Party hereto may change its address for the purposes of this paragraph by written notice given in the manner provided above.

VIII. Dispute Resolution

The Parties shall attempt to resolve any controversy or claim arising from any contractual matter by non-binding mediation prior to initiating litigation. Within 30 (thirty) days of a request by either Party to proceed to mediation, the Parties will agree on a mediator and shall have scheduled the mediation for a mutually convenient date and time. In the absence of agreement to the contrary, each Party shall share equally in the costs assigned thereto. If the mediation is unsuccessful, either Party may initiate litigation in an appropriate court.

IX. Assignment

Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party.

X. Entire Agreement and Amendments

This Agreement supersedes all prior agreements, written or oral, between the Parties and constitutes the entire Agreement and understanding between the Parties with respect to the subject matter thereof. The Agreement and each of its provisions will be binding upon the Parties and may not be waived, modified, amended, or altered except by a written document signed by both Parties.

XI. Captions

The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.

XII. Force Majeure

Neither Party will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character (“force majeure occurrence”).

XIII. Severability

If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity, and enforceability of the remaining provisions or this Agreement shall not be affected or impaired thereby.

XIV. Effective Date

This Agreement is effective as of the last date of execution below.

XV. Representations and Execution

By affixing their signatures below, each Party representative avers that he or she has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of each Party has been duly authorized to act for and bind that Party.

City of Bastrop
1311 Chestnut Street
P.O. Box 427
Bastrop, TX 78602

By: _____
(Paul A. Hoffman)

_____
Printed Name

City of Bastrop City Manager
Title

_____
Date Signed

Austin Community College
Continuing Education division
5930 Middle Fiskville Road
Austin, Texas 78752

By: _____

Neil Vickers

EVP, Finance & Administration

_____
Date Signed

DRAFT

EXHIBIT A

CONTACT DETAILS

Dates, Time, Location and Duration of Services	As determined by City and ACC
First Party: Person designated to manage and coordinate these events/services:	Rebecca Gleason Assistant City Manager for Community Engagement City of Bastrop, Texas P: 512-332-8800 E: rgleason@cityofbastrop.org
Second Party: Person designated to manage and coordinate these events/services:	Donald Tracy, Director Corporate & Community Education Austin Community College District P: 512-223-7822 E: dtracy@austincc.edu
Contract Inquiries:	Delphine Gonzalez, Director Continuing Education, Business Operations Austin Community College District P: 512-223-7773 E: dgonzal2@austincc.edu
Remittance Address:	ACC/HLC Cashier Office 6101 Highland Campus Drive, RM 2335 Austin, TX 78752 ACC Tax ID: 74-1742036

COURSE DETAILS

Classroom Instruction:
ACC shall provide instructors, textbooks, equipment and other instructional materials as determined per course. The City of Bastrop shall provide storage space for four (4) containers that will house a variety of materials required for training purposes, each of which is eight (8) feet wide by twenty (20) feet long. These containers shall be stored on-site through the duration of this agreement between the City and ACC.

Meeting Space:
City shall provide a suitable classroom space as determined per course.

Class Limit Size:
Class limit size to be determined per course.

SERVICE COST

Service Cost:
Students will be charged tuition as determined per course.