

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



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**July 25, 2023**

**Community Partner Funding at 5:00 PM; Regular Council Meeting at 6:30 PM**

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*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.*

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

**PLEASE NOTE: ANYONE IN ATTENDANCE WISHING TO ADDRESS THE COUNCIL MUST COMPLETE A CITIZEN COMMENT FORM AND GIVE THE COMPLETED FORM TO THE CITY SECRETARY PRIOR TO THE START OF THE CITY COUNCIL MEETING. ALTERNATELY, IF YOU ARE UNABLE TO ATTEND THE COUNCIL MEETING, YOU MAY COMPLETE A CITIZEN COMMENT FORM WITH YOUR COMMENTS AT CITYOFBASTROP.ORG/CITIZENCOMMENT AT LEAST TWO HOURS BEFORE THE MEETING STARTS ON THE REQUESTED DATE. COMMENTS SUBMITTED BY THIS TIME WILL BE GIVEN TO THE CITY COUNCIL DURING THE MEETING AND INCLUDED IN THE PUBLIC RECORD, BUT NOT READ ALOUD. COMMENTS FROM EACH INDIVIDUAL IN ATTENDANCE WILL BE LIMITED TO THREE (3) MINUTES.**

**CALL TO ORDER - Community Partner Funding**

**1. COMMUNITY PARTNER FUNDING**

1A. Receive presentation from Organizations applying for FY 2024 Community Support Funding.

Submitted by: Elisha Perkins, Executive Administrative Assistant to the Assistant City Manager

**2. CALL TO ORDER REGULAR MEETING**

**3. PLEDGE OF ALLEGIANCE - Eli and Elizabeth Chavez**

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

4. **INVOCATION** - Phil Woods, Police Chaplain

5. **PRESENTATIONS**

[5A.](#) Mayor's Report

[5B.](#) Council Members' Report

[5C.](#) City Manager's Report

6. **WORK SESSIONS/BRIEFINGS - NONE**

7. **STAFF AND BOARD REPORTS**

[7A.](#) Receive presentation of the Proposed FY2024 Budget and announce that the Public Hearing on the FY2024 budget will be held on September 12, 2023, at 6:30pm at City Hall 1311 Chestnut Street.

Submitted by: Sylvia Carrillo, City Manager, ICMA-CM, CPM and Tracy Waldron, Chief Financial Officer

[7B.](#) Receive presentation on the unaudited Monthly Financial Report and Investment Report for the period ending June 30, 2023.

Submitted by: Tracy Waldron, Chief Financial Officer

8. **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](http://www.cityofbastrop.org/citizencommentform) at least two hours before the meeting starts on the requested date. Comments submitted by this time will be given to the City Council during the meeting and included in the public record, but not 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.*

**9. 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.**

9A. Consider action to approve City Council minutes from the July 11, 2023, Regular meeting.

Submitted by: Ann Franklin, City Secretary

9B. Consider action to approve the second reading of Ordinance No. 2023-21 of the City Council of the City of Bastrop, Texas approving a Natural Gas Franchise Agreement to Universal Natural Gas, LLC (d/b/a Universal Natural Gas, Inc.) and its successors and assigns, for a period of ten (10) years from the effective date of this ordinance, a non-exclusive franchise and right to enter the public ways of the City of Bastrop, Texas for the transportation, distribution, and/or sale of gas to customers and the public generally in the City; defining the words and phrases therein; providing assignment, sale or lease or lease of the franchise; providing for use and repair of the public ways; providing for regulation of service; establishing depth of pipelines; providing for indemnification of the City of Bastrop; providing for inspection of Grantee's records; requiring Grantee to pay a Franchise Fee; providing for conditions of the Franchise; providing for construction of this ordinance upon invalidity of any part thereof; providing for acceptance of this Franchise by Grantee and both an effective and operative date thereof; repealing all other ordinances directly in conflict herewith; providing for severability; and providing for publication.

Submitted by: Tracy Waldron, Chief Financial Officer

9C. Consider action to approve the second reading of Ordinance No. 2023-22 of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances Chapter 14, the Bastrop Building Block (B3) Code, Article 3.1 Place Type Zoning Districts, and adding Article 3.4 Planned Development Districts; establishing standards and procedures; and providing for findings of fact, repealer, severability, codification, effective date, proper notice, and meeting.

Submitted by: Sylvia Carrillo, City Manager, ICMA-CM, CPM

9D. Consider action to approve Resolution No. R-2023-106 of the City Council of the City of Bastrop, approving the Certification of Additional Sales and Use Tax to Pay Debt Services; providing for a repealing clause; and providing for an effective date.

Submitted by: Tracy Waldron, Chief Financial Officer

**10. ITEMS FOR INDIVIDUAL CONSIDERATION**

10A. Consider action to approve Resolution No. R-2023-104 of the City Council of the City of Bastrop, Texas awarding a contract for the City of Bastrop Police & Court building roof to Horizon Roofing Specialists, in the amount of One Hundred Twenty-One Thousand Six Hundred Fifty-Seven Dollars and Zero Cents (\$121,657.00) as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Curtis Hancock, Director of Public Works

10B. Consider action to approve Resolution No. R-2023-105 of the City Council of the City of Bastrop, Texas to approve a professional services contract with Luck Design Team LLC, for the City of Bastrop Fairview Cemetery Improvements, Section 9 Development for a not to exceed amount of One Hundred and Twelve Thousand, Two Hundred and Ninety Nine Dollars (\$112,299.00); authorizing the City Manager to execute all necessary documents; providing a repealing clause; and establishing an effective date.

Submitted by: Artiss Powell, Project Manager

10C. Consider action to approve the first reading of Resolution No. R-2023-110 of the City Council of the City of Bastrop, Texas, approving a Revolving Loan Fund Program and the expenditure of Bastrop Economic Development Corporation funds in the amount of Thirty Thousand Dollars (\$30,000.00) for the program; repealing all resolutions in conflict; providing an effective date; and move to include on the August 8, 2023, Consent Agenda for second reading.

Submitted by: Sylvia Carrillo, ICMA-CM, CPM, City Manager & Interim Executive Director Bastrop Economic Development Corporation

10D. Consider action to approve Resolution R-2023-108 of the city council of the city of Bastrop, Texas, authorizing the city manager to execute all necessary documents related and to sell real property described as being a 25.01 acre tract of land out of the Stephen F. Austin survey, abstract number 2, Bastrop county, Texas, and being all of a called 25.000 acre tract, described to the city of Bastrop in volume 435, page 360 of the deed records of Bastrop county, Texas; said 25.01 acre tract being further described by metes and bounds as shown in exhibit a; providing for a repealing clause; and establishing an effective date.

Submitted by: Trey Job, Assistant City Manager

10E. Consider action to approve Resolution No. R-2023-102 of the City Council of the City of Bastrop, Texas, approving the posting of a notice for a public hearing to consider adoption of roadway impact fees.

Submitted by: Trey Job CPM, Assistant City Manager

10F. Consider action to approve Resolution No. R-2023-107 of the City Council of the City of Bastrop, Texas, approving certain contracts with the Capstick Development Group, Ltd, including a Purchase and Sale Agreement, Nondisclosure Agreement, and Professional Services Agreement, all related to the Pine Forest Unit 6 real estate project, and authorizing the City Manager to execute all necessary documents.

Submitted by: Trey Job CPM, Assistant City Manager

10G. Consider action to approve Resolution No. R-2023-111 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Culzean Enterprises, LLC for River Terrace Subdivision as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Trey Job CPM, Assistant City Manager

## 11. EXECUTIVE SESSION

- 11A. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 and 551.072 to seek the advice of legal counsel related to acquisitions of real property interests and related matters for the Westside Wastewater Collection System Improvements and Wastewater Treatment Plant No. 3.
- 11B. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 and 551.072 to seek the advice of legal counsel regarding Economic Development expenditures, incentives, sales taxes, certain real estate projects, and a possible hotel expansion.
- 11C. City Council shall convene into closed executive session pursuant to Texas Government Code Section 551.071 and 551.072 to seek the advice of legal counsel and discuss the potential real estate transaction relating to the Bastrop Fire Station.

## 12. TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION

## 13. ADJOURNMENT

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

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

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, [www.cityofbastrop.org](http://www.cityofbastrop.org) and said Notice was posted on the following date and time: Thursday, July 20, 2023, at 6:00 p.m. and remained posted for at least two hours after said meeting was convened.

/s/Ann Franklin  
Ann Franklin, City Secretary



# STAFF REPORT

**MEETING DATE:** July 11, 2023

**TITLE:**

Receive presentation from Organizations applying for FY 2024 Community Support Funding.

**AGENDA ITEM SUBMITTED BY:**

Elisha Perkins, Executive Administrative Assistant to the Assistant City Manager

**BACKGROUND/HISTORY:**

The organizations applying are:

- Austin Habitat for Humanity
- Bastrop Cats Anonymous TNR Society
- Bastrop County Emergency Food Pantry and Support Center
- Bastrop County First Responders
- Bastrop County Long Term Recovery
- Bastrop County Women's Shelter, dba Family Crisis Center
- Bastrop Pregnancy Resource Center
- Children's Advocacy Center
- Combined Community Action, Inc. of Central Texas
- Court Appointed Special Advocates CASA
- Feed the Need
- In the Streets Hands Up High Ministry
- Pines and Prairies Land Trust

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

**FISCAL IMPACT:**

The total requested funding for FY 2024 is \$172,740. The funding amount for the current fiscal year 2023 is \$122,000.00.

**RECOMMENDATION:**

A funding recommendation will be included in the proposed FY24 budget presented on July 25, 2023.

**ATTACHMENTS:**

- Funding Request Recap Sheet
- Applications

**CITY OF BASTROP**  
**COMMUNITY SUPPORT FUNDING REQUESTS FY2023-2024**

Item 1A.

| Organization  | FY21-22<br>APPROVED<br>FUNDING | FY22-23<br>APPROVED<br>FUNDING | FY23-24<br>REQUESTED<br>FUNDING |
|---|--------------------------------|--------------------------------|---------------------------------|
| Austin Habitat for Humanity, Inc.                           | \$ 12,000                      | \$ 10,000                      | \$ 15,000                       |
| Bastrop Cats Anonymous TNR Society                          | \$ -                           | \$ -                           | \$ 3,500                        |
| Bastrop County Child Welfare Board                          | \$ 2,000                       | \$ -                           | \$ -                            |
| Bastrop County Emergency Food Pantry (incl NIBBLES prog.)   | \$ 33,685                      | \$ 33,000                      | \$ 33,685                       |
| Bastrop County First Responders                             | \$ 17,277                      | \$ 17,500                      | \$ 11,905                       |
| Bastrop County Long Term Recovery Team                      | \$ 10,000                      | \$ 10,000                      | \$ 10,000                       |
| Bastrop County Women's Shelter, Inc. - Family Crisis Center | \$ 9,500                       | \$ 10,000                      | \$ 12,000                       |
| Bastrop Prayer and Healing Room                             | \$ -                           | \$ -                           | \$ -                            |
| Bastrop Pregnancy Resource Center                           | \$ 7,500                       | \$ 7,500                       | \$ 15,650                       |
| Children's Advocacy Center of Bastrop County                | \$ 8,000                       | \$ 9,000                       | \$ 15,000                       |
| Combined Community Action, Inc.                             | \$ 8,000                       | \$ 8,000                       | \$ 10,000                       |
| Court Appointed Special Advocate of Bastrop County (CASA)   | \$ 8,000                       | \$ 9,000                       | \$ 9,000                        |
| Feed The Need   | \$ 8,000                       | \$ -                           | \$ 10,000                       |
| In the Streets-Hands Up High Ministry                       | \$ 8,000                       | \$ 8,000                       | \$ 15,000                       |
| Pines and Prairies Land Trust                               | \$ -                           | \$ -                           | \$ 12,000                       |
| <b>TOTAL</b>  | <b>\$ 131,962</b>              | <b>\$ 122,000</b>              | <b>\$ 172,740</b>               |



**CITY OF BASTROP  
2024 COMMUNITY SUPPORT FUNDING APPLICATION**

**ORGANIZATION INFORMATION**

|                                   |                   |              |       |
|-----------------------------------|-------------------|--------------|-------|
| Austin Habitat for Humanity, Inc. |                   | June 5, 2023 |       |
| Official Name of Organization     |                   | Date         |       |
| 500 West Ben White Boulevard      | Austin            | TX           | 78704 |
| Address                           | City              | State        | Zip   |
| Kate Reznick                      | kreznick@ahfh.org |              |       |
| Contact Person                    | E-mail            |              |       |
| 512-472-8788 x117                 | 512-476-1304      |              |       |
| Phone Number                      | Fax Number        |              |       |
| 74-2373217                        | 73651401          |              |       |
| Federal ID #                      | State ID #        |              |       |

\$ 15,000  
Funding Amount Requested

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

If your organization received funding last year:

Amount Requested: \$ 15,000                      Amount Funded: \$ 10,000

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

Austin Habitat for Humanity has empowered families to reach the American Dream of safe, stable homeownership for nearly 40 years. In addition to building high-quality homes that are sold at affordable cost to hardworking local families and increasing the financial knowledge and confidence of local residents through education, we also offer the Home Repair Program to support low-income homeowners whose homes need critical repairs they cannot afford. We work with skilled contractor partners to provide critical repairs -- like a new roof, accessible bathroom or new plumbing -- to help local homeowners, mostly older adults and people with disabilities, stay safe and independent. Our work helps prevent falls and other in-home injuries that require resources like first-responder involvement and emergency-room care.

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

Since the launch of the Home Repair Program in 2006, Austin Habitat has provided critical health and safety repairs for 400 low-income homeowners. We currently provide approximately 25 repairs per year to a population of homeowners who is low-income (averaging less than 50% of the median income for the area), with the majority of households having at least one member over 60 (85% in 2022) and/or at least one member with a disability (70% in 2022). Each homeowner indicates satisfaction with the work performed by signing a statement of completion, and we also offer a pre- and post-repair survey to capture increases in accessibility, ease of navigation and pride in the home. More than 95% of homeowners indicate satisfaction.

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

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





### CITY OF BASTROP 2024 COMMUNITY SUPPORT FUNDING APPLICATION

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

Austin Habitat is requesting \$15,000 to assist in performing more critical repairs for one or more families in Bastrop. As the cost of materials and labor has continued to rise, and the families we serve have needed more intensive repairs, we have found that we need additional support to perform the comprehensive and critical repairs our families need, including families in the City of Bastrop.

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

We are not currently receiving in-kind services and have not identified a need for such services at this time. We will inform City staff immediately if such a need does arise.

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

Austin Habitat's Home Repair team maintains a detailed file for each homeowner/family assisted with home repairs, as well as tracking each family's demographics, progress and contractor payments. We also maintain an interest list of homeowners who have reached out to us or been referred by our partner organizations. Our system easily allows us to track the locations of each family, including those located in the City of Bastrop. In the past 12 months, we have performed repairs for one family in the City of Bastrop -- a 79-year-old woman who lives alone and needed significant bathroom accessibility upgrades and flooring repairs to live safely at home -- as well as a number in Bastrop County (supported by other funding including USDA, Texas State Affordable Housing Corporation, and Capital Area Housing Finance Corporation).

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

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

**Michele Anderson**  
Digitally signed by Michele Anderson  
DN: cn=Michele Anderson, o=Austin Habitat for Humanity,  
ou=Chief Executive Officer, email=mmanderson@ahfh.org, c=US  
Date: 2023.06.05 10:32:28 -0500

June 5, 2023

Authorized Signature for the Applicant

Date

Michele Anderson

Chief Executive Officer

Title

|  |
|--|
| <b>City of Bastrop - Finance Department Use Only</b>                                 |
| <input checked="" type="checkbox"/> Verified current 501(c)3 Status                  |
| <input checked="" type="checkbox"/> Good standing on contract reporting requirements |



Item 1A.  
RECEIVED  
6/23/2023  
2:20pm

6/23/2023

City of Bastrop  
Attention: Elisha Perkins  
1311 Chestnut St.  
Bastrop, TX 78602

Dear Ms. Perkins,

Please see the attached application and documents for the 2024 Community Support Funding for Bastrop Cats Anonymous TNR Society – Bastrop CATS. We hope to work with together with the City, so that we may continue our efforts in making a difference in the lives of the people in the community and saving animals lives through humane efforts.

Attachments:

- Application with additional information included on separate page
- List of all Board Members
- A list of other sources of funding
- Copy of 501(c)3 letter from the Internal Revenue Service (if new applicant)
- Proposed Budget FY2024 (10/01/2023 – 09/30/2024) as directly related to funding requested
- Last fiscal year's IRS Form 990 EZ

Respectfully,

Launa Johnson  
Fundraising Coordinator Bastrop CATS



CITY OF BASTROP
2024 COMMUNITY SUPPORT FUNDING APPLICATION

ORGANIZATION INFORMATION

Bastrop Cats Anonymous TNR Society - Bastrop CATS Inc June 23, 2023
Official Name of Organization Date
PO Box 561 Cedar Creek TX 78612-0000
Address City State Zip
Launa Johnson kittens@bastropcats.org
Contact Person E-mail
5129144095 NA
Phone Number Fax Number
47-1461221
Federal ID # State ID #

\$3500.00
Funding Amount Requested

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

If your organization received funding last year:
Amount Requested: \$0 Amount Funded: \$0

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

Bastrop Cats was started in 2014 by two women who saw a need in the community for the overwhelming number of unaltered community/feral cats in Bastrop County. Both were volunteers for the shelter and saw the numbers of kittens coming through the doors. Today, BCats is still run solely on donations and by volunteers. As the program has become more well known within Bastrop County we have begun working with 4 low cost spay/neuter clinics and 5 private vets to provide services. We are limited only by funding & the number of appointments available within those clinics. Since 2014 more than \$163,322 has been spent on TNR by BCats.

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

BCats has had more than 5,376 cats fixed since 2018 (this is when more accurate records started being kept). As of 6/21/23 775+ cats have been fixed for Bastrop County residents in 2023, 365+ females; a female can begin breeding at 6 months of age & can produce an average of 3 litters per year with an average litter of 4 kittens. With those numbers in mind, 4,248+ kittens were prevented this year alone. In 2022 BCats fixed 1073 cats. Since 2018, the program has TNR'd 2,911+ female cats & prevented at least 34,932 cats from being born to feral/community cats that would then end up in the shelter, continuing the breeding cycle, dying or being nuisances to the community of Bastrop.

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

All funds will be used for the TNR program for Bastrop County with a focus of these funds to be used in the City Limits. We have spoken with the ACO for City of Bastrop regarding possible "hot spots" and how we can be of greater assistance within the City Limits. Our average cost for TNR Spay/Neuter is \$65. We ask the caretakers for a suggested subsidized donation of \$45 per cat, however the majority of people seeking our assistance are often unable to pay \$45 per cat, and we may receive \$0.



### CITY OF BASTROP 2024 COMMUNITY SUPPORT FUNDING APPLICATION

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

This is the first time BCats has requested funding from the City of Bastrop.

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

None

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

For each TNR request we ask for addresses and contact information. We will be using Google forms to streamline this process beginning August of 2023. We currently do most of our requests by email but the requests have grown substantially year over year. With these forms we can track locations more quickly and accurately within a spreadsheet. We currently track manually and that is quite time consuming. Per our records we have TNR'd 63+ cats within the Bastrop City Limits in the last 12 months.

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

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

Authorized Signature for the Applicant

Launa Johnson

6/23/2023

Date

Fundraising Coordinator

Title

|  |  |
|--|--|
| <b>City of Bastrop - Finance Department Use Only</b> |  |
| <input checked="" type="checkbox"/>                  | Verified current 501(c)3 Status                  |
| <input type="checkbox"/>                             | Good standing on contract reporting requirements |

**Board Members**

Eileen Haag

Terrielynn Bach

Daena Bruce

**Key Volunteers:**

Martha Granger – TNR Coordinator

Launa Johnson – Rescue/Fundraising Coordinator

**Other sources of funding**

1. Periodic Grants; Community Cats Podcast, Bissell foundation, On Shore Foundation, Juried family Foundation
2. Individual donations
3. Business donations and sponsors
4. Fundraising events
5. Amplify Austin: I Live Here I Give Here

**Additional information:**

We need help funding free or low cost spay/neuter appointments through our “Trap, Neuter, Return” (TNR) Program. Most residents feeding stray cats can barely afford to feed the cats let alone sterilize them to prevent more cats from being born.

Bastrop Cats follows a “No cat left behind” model. We make every effort to ensure that we get all the cats fixed on the property so that there are none left to continue breeding. This includes assisting community members with options for kittens, up to and including making surrender appointments with the shelter on behalf of the citizen or taking kittens into foster care with our volunteers to socialize them. In rare cases we will assist with rehoming adult cats to new barn or porch homes or seek rescue options for friendly homeless cats and kittens.

I have spoken to Amy Jordan, City of Bastrop ACO & our TNR Coordinator Martha to identify “hot spots” within the City Limits. Amy Jordan says she gives out information regarding Bastrop Cats 5-10 times a month to City of Bastrop residents. The City policy for cats is that they are “free roaming” and the ACO does not pick up cats/kittens in the City Limits unless they are injured. If the population is not reduced through humane methods such as TNR the cats can multiply very quickly and become a nuisance to residents. We will

Key Spots we have already started on over the last year and what we are working towards include: Lost Pines Toyota, Popeyes, the Headstart Building/Mina Elementary/Popeyes area, Burleson Crossing to Hunters Crossing (tunnels run under HWY 71 between those areas), Downtown areas of North Main and Pine St. areas, Pecan Park, neighborhood behind Billy's BBQ/Dairy Queen.

Below is a story about one person we helped that significantly impacted her life for the better:

We met Mrs. R in Paige two years ago when we trapped, sterilized and vaccinated the 34 stray cats and their offspring that she was feeding outside of her home. When we came to pick up the first 16 trapped cats she cried and told us "You saved my life". She was spending the bulk of her food budget on cat food and could not afford to feed any more cats or kittens. She didn't always have that many stray cats in her yard, it started out with 2 and increased to 34 in 2 years. She saw this population growth spiraling out of control and without our intervention she would be feeding just under 100 cats within the next month.

It's because of kindhearted citizens like Mrs. R that our all-volunteer group was created. Bastrop Cats Anonymous TNR Society (Bastrop C.A.T.S.) was formed in 2014 and we have served over 6,000 Bastrop County residents. We provide financial assistance, support and spay/neuter appointments for people who have become overwhelmed by feeding and caring for stray cats. Our motto is "We help the people who help the cats". The cat population in our county was increasing and residents were struggling to care for these community cats – at their own expense, often without tending to their own needs. By spaying and neutering these cats we have stabilized and decreased the number of free-roaming cats which removes the financial and emotional burden of these caretakers AND improves community health.



City of Bastrop  
Attention: Elisha Perkins  
1311 Chestnut Street  
Bastrop, Texas 78602

Dear Ms. Perkins,

Please find enclosed the Bastrop County Emergency Food Pantry (BCEFP) 2023-2024 City of Bastrop Application. The Food Pantry is requesting the same amount of funding from the city as they have in the past. They are also offering an open invitation to any city council members and the mayor to have a tour of the Food Pantry and hear about the impact food insecurity is having in our city. This includes an invitation to attend our June 21, Lunch and Learn at the Food Pantry. Please let us know if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads "Tresha Silva".

Tresha Silva

Executive Director

The mission of the Bastrop County Emergency Food Pantry & Support Center is to serve Bastrop County residents going through periods of transition by providing emergency food assistance, education and support.

**SIGNED APPLICATION**





**CITY OF BASTROP**  
**2024 COMMUNITY SUPPORT FUNDING APPLICATION**  
**ORGANIZATION INFORMATION**

|                                      |         |                                |       |
|--------------------------------------|---------|--------------------------------|-------|
| Bastrop County Emergency Food Pantry |         | May 24, 2023                   |       |
| Official Name of Organization        |         | Date                           |       |
| P.O. Box 953                         | Bastrop | TX                             | 78602 |
| Address                              | City    | State                          | Zip   |
| Tresha Silva                         |         | director@bastropfoodpantry.org |       |
| Contact Person                       |         | E-mail                         |       |
| 512-303-0033                         |         | 512-321-4544                   |       |
| Phone Number                         |         | Fax Number                     |       |
| 74-2485884                           |         |                                |       |
| Federal ID #                         |         | State ID #                     |       |

\$ 33,685  
 Funding Amount Requested

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

If your organization received funding last year:

Amount Requested: \$ 33,685                      Amount Funded: \$ 33,000

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

The Bastrop County Emergency Food Pantry & Support Center (BCEFP) respectfully requests a total of \$33,685 from the City of Bastrop to provide food, basic needs, and emergency assistance to the most impoverished and disadvantaged in our city. They are also asking for in-kind support to help maximize the impact the Food Pantry has on the community.

The Food Pantry is the leader in the community for battling food insecurity. They are open six hours a day, five days a week, and provide emergency and ongoing food and support services to the most vulnerable members of the community. They go beyond what other food pantries do and provide families with enough food for 30 days. They also provide more fresh and nutritious foods to the families to ensure they are not just fed but nourished. The Food Pantry is also the steward of the City's Good Neighbor Fund and assisted 35 individuals with utility assistance through this fund, which amounts to \$3,500.

Your support will be actively used for programming, direct services, and operational support so they can provide for the most vulnerable members of our community (seniors, children, disabled, and homeless) who need this kind of assistance the most. Last fiscal year the Pantry provided 4,000 individuals in need with emergency and ongoing food and support services of that over half (2,272) lived within the city of Bastrop. Half of those served need only occasional support with the other half needing assistance six or more times in a year. Hunger continues to be on the rise in Bastrop. In the first half of 2023, they have already served 40% more of their neighbors than they did during the same time period in 2022. The staff and

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

The Food Pantry proudly serves the residents of the city of Bastrop. Last fiscal year they provided 2,272 unduplicated city of Bastrop individuals with over 200,000 pounds of food. They provided information and referrals to individuals, delivered food to at-risk and homebound seniors, and provided 272 school-aged students with out-of-school time food (20 more than the previous year). The residents of the city of Bastrop rely on the Food Pantry in their time of crisis. Without the Food Pantry, thousands of city residents would go without meals. The assistance they receive from the Food Pantry allows them to feed their families and get back on their feet. Support from the City helps people like "Alice", who came to the Food Pantry in need of emergency food; rent, and utility assistance; and help with information and referral. We were able to provide her food assistance, application assistance for rent, and utility assistance, connected her with Wesley Nurse and Lone Star Circle of Care for her medical problems. She is now in an exercise class and has a more positive outlook on life. It also helps people like "Meg", who came to the Food Pantry in need of emergency food and assistance in filling out a SNAP (food stamp) application because she was experiencing unemployment because of a health crisis. Staff worked with her to get SNAP benefits as well as provided information and referral for employment information. With the Food Pantry's help, she applied to and got employment on the CARTS route since she had

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

The Food Pantry's Emergency Food Assistance Program (EFAP) provides a nutritious 30-day supply of food based on USDA recommendations to individuals and families experiencing food insecurity. Clients also receive referral information, counseling, system navigation, and financial literacy. The Brown Bag and Open Arms Programs assist low-income seniors and individuals with physical or mental disabilities with weekly food and support services on an ongoing basis. Clients enrolled in these programs receive a monthly supplement of a nutritious bag of food, and access to healthy whole grain, protein, and fresh produce three times a week through our Whole Grains distribution. The seniors also get to participate in monthly activities that include socialization, exercise, and presentations on things like health, financial health, disaster preparedness, or how to avoid senior scams. Seniors that lack access to transportation can also receive transportation assistance or food delivery. The Fresh Food for Families Program, which is an open distribution, gives ALL City of Bastrop residents access to



### CITY OF BASTROP 2024 COMMUNITY SUPPORT FUNDING APPLICATION

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

N/A; despite a 29% increase in requests for services and a 150% increase in the cost of purchasing food to meet this need, the Food Pantry is asking for the same amount that they asked for last year.

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

The City of Bastrop has always been an essential partner to the Bastrop County Emergency Food Pantry's mission. The most recent in-kind support that BCEFP received was in 2022. The City provided the Food Pantry with in-kind support by allowing them to host the Empty Bowl Project in the Bastrop Convention Center.

The Food Pantry is also requesting in-kind support from the City of Bastrop. One of the in-kind items is to be given in-kind support to cover the cost of the convention hall for the popular Bastrop Empty Bowl event in 2024. This event draws in between 400-700 people from all over Texas and even some from out of state. This in-kind line item would allow more of the profits to go towards feeding and caring for the most vulnerable members of the city. The Food Pantry is also requesting in-kind support in the way of waiving banner fees for the event, as well.

The Food Pantry is also requesting some in-kind support for its vital capital campaign project. The Food Pantry currently operates all of its programs out of five aging structures, one of which is an over 100-year-old home. While this current setup has allowed the Food Pantry to serve the community for over 36 years, it is becoming increasingly difficult to do. The facilities are falling apart and aren't able to support the amount of food needed to be distributed to those in need. The Food Pantry is requesting a dedicated person with the city during the permitting phase and for the construction phase for us to have

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

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

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

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

Tresha Silva  
Authorized Signature for the Applicant

5/31/23  
Date

Tresha Silva

Executive Director

Title

|  |  |
|--|--|
| <b>City of Bastrop - Finance Department Use Only</b> |  |
| <input checked="" type="checkbox"/>                  | Verified current 501(c)3 Status                  |
| <input checked="" type="checkbox"/>                  | Good standing on contract reporting requirements |

**PRINTED OFF NARRATIVE**

## APPLICATION NARRATIVE

1. **Provide a brief summary of your organization and the program you are requesting funds for:** The Bastrop County Emergency Food Pantry & Support Center (BCEFP) respectfully requests a total of \$33,685 from the City of Bastrop to provide food, basic needs, and emergency assistance to the most impoverished and disadvantaged in our city. They are also asking for in-kind support to help maximize the impact the Food Pantry has on the community.

The Food Pantry is the leader in the community for battling food insecurity. They are open six hours a day, five days a week, and provide emergency and ongoing food and support services to the most vulnerable members of the community. They go beyond what other food pantries do and provide families with enough food for 30 days. They also provide more fresh and nutritious foods to the families to ensure they are not just fed but nourished. The Food Pantry is also the steward of the City's Good Neighbor Fund and assisted 35 individuals with utility assistance through this fund, which amounts to \$3,500.

Your support will be actively used for programming, direct services, and operational support so they can provide for the most vulnerable members of our community (seniors, children, disabled, and homeless). who need this kind of assistance the most. Last fiscal year the Pantry provided 4,000 individuals in need with emergency and ongoing food and support services, of that over half (2,272) lived within the city of Bastrop. Half of those served need only occasional support with the other half needing assistance six or more times in a year. Hunger continues to be on the rise in Bastrop. In the first half of 2023, they have already served 40% more of their neighbors than they did during the same time period in 2022. The staff and volunteers continue to work tirelessly to provide healthy foods and resources to the community's most vulnerable.

2. **Describe the results you have experienced with this program and include statistics:** The Food Pantry proudly serves the residents of the city of Bastrop. Last fiscal year they provided 2,272 unduplicated city of Bastrop individuals with over 200,000 pounds of food. They provided information and referrals to individuals, delivered food to at-risk and homebound seniors, and provided 272 school-aged students with out-of-school time food (20 more than the previous year). The residents of the city of Bastrop rely on the Food Pantry in their time of crisis. Without the Food Pantry, thousands of city residents would go without meals. The assistance they receive from the Food Pantry allows them to feed their families and get back on their feet. Support from the City helps people like "Alice", who came to the Food Pantry in need of emergency food; rent, and utility assistance; and help with information and referral. We were able to provide her food assistance, application assistance for rent, and utility assistance, connected her with Wesley Nurse and Lone Star Circle of Care for her medical problems. She is now in an exercise class and has a more positive outlook on life. It also helps people like "Meg", who came to the Food Pantry in need of emergency food and assistance in filling out a SNAP (food stamp) application because she was experiencing unemployment because of a health crisis. Staff worked with her to get SNAP benefits as well as provided information and referral for employment information. With the Food Pantry's help, she applied to and got employment on the CARTS route since she had limited transportation. She is now employed and receiving

health care services that she desperately needed. The City's support also helps kids like "Sam", who is a 4<sup>th</sup> grader that participates in the NIBBLES backpack program. This weekly food support means that he and his younger siblings have food to sustain them over the weekend.

3. **Specify how the funds will be used for the program and how the program services benefit City of Bastrop Citizens:** The Food Pantry's Emergency Food Assistance Program (EFAP) provides a nutritious 30-day supply of food based on USDA recommendations to individuals and families experiencing food insecurity. Clients also receive referral information, counseling, system navigation, and financial literacy. The Brown Bag and Open Arms Programs assist low-income seniors and individuals with physical or mental disabilities with weekly food and support services on an ongoing basis. Clients enrolled in these programs receive a monthly supplement of a nutritious bag of food, and access to healthy whole grain, protein, and fresh produce three times a week through our Whole Grains distribution. The seniors also get to participate in monthly activities that include socialization, exercise, and presentations on things like health, financial health, disaster preparedness, or how to avoid senior scams. Seniors that lack access to transportation can also receive transportation assistance or food delivery. The Fresh Food for Families Program, which is an open distribution, gives ALL City of Bastrop residents access to fresh fruits and vegetables once a month. Funding from the city also supports our vital NIBBLES program, which provides 272 low-income students. with weekend meals and snacks. Without this program, the children would likely go without food during the weekend.

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

N/A; despite a 40% increase in requests for services and a 150% increase in the cost of purchasing food to meet this need, the Food Pantry is asking for the same amount that they asked for last year.

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

The City of Bastrop has always been an essential partner to the Bastrop County Emergency Food Pantry's mission. The most recent in-kind support that BCEFP received was in 2022. The City provided the Food Pantry with in-kind support by allowing them to host the Empty Bowl Project in the Bastrop Convention Center.

The Food Pantry is also requesting in-kind support from the City of Bastrop. One of the in-kind items is to be given in-kind support to cover the cost of the convention hall for the popular Bastrop Empty Bowl event in 2024. This event draws in between 400-700 people from all over Texas and even some from out of state. This in-kind line item would allow more of the profits to go towards feeding and caring for the most vulnerable members of the city. The Food Pantry is also requesting in-kind support in the way of waiving banner fees for the event, as well.

The Food Pantry is also requesting some in-kind support for its vital capital campaign project. The Food Pantry currently operates all of its programs out of five aging structures, one of which

is an over 100-year-old home. While this current setup has allowed the Food Pantry to serve the community for over 36 years, it is becoming increasingly difficult to do. The facilities are falling apart and aren't able to support the amount of food needed to be distributed to those in need. The Food Pantry is requesting a dedicated person with the city during the permitting phase and for the construction phase for us to have expedited meeting requests. They are also asking for expedited review time for all permitting and inspection requests. Also, they are requesting that the City waive all permit fees, pre-development fees, completeness check fees, site development plan fees, building permit fees, city admin fees, city legal fees, construction development fees, installation fees, inspection fees, and utility impact fees. This will allow the Food Pantry to lower the project costs and use that money instead towards serving the vulnerable members of the community.

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

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



**CITY OF BASTROP  
2024 COMMUNITY SUPPORT FUNDING APPLICATION**

**ORGANIZATION INFORMATION**

|                                       |         |                     |       |
|---------------------------------------|---------|---------------------|-------|
| Bastrop County First Responders, Inc. |         | June 23, 2023       |       |
| Official Name of Organization         |         | Date                |       |
| P.O. Box 888                          | Bastrop | TX                  | 78602 |
| Address                               |         | City                | State |
| James Green                           |         |                     | Zip   |
|                                       |         | president@bc-fr.org |       |
| Contact Person                        |         | E-mail              |       |
| 512-387-0911                          |         | 512-800-7846        |       |
| Phone Number                          |         | Fax Number          |       |
| 74-2491063                            |         | 17424910630         |       |
| Federal ID #                          |         | State ID #          |       |

\$ 11,904.81  
Funding Amount Requested

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

If your organization received funding last year:

Amount Requested: \$ 17,500.00                      Amount Funded: \$ 17,500.00

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

The Bastrop County First Responders was formed in 1988 and is a registered First Responder Organization with the Texas Department of State Health Services that provides emergency and non-emergency medical services to the citizens and visitors of the city of Bastrop and Bastrop County. We are requesting funding to purchase 3 new AED's with extra defibrillation pads and spare batteries. This will allow us to

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

So far this year, our organization had 837 responses to incidents in Bastrop County with more than 775 volunteer hours logged. In terms of support specifically to the citizens and visitors of Bastrop, we provided medical stand-by services at the Big Bang Festival, Veterans Car Show, and the Bastrop Homecoming Rodeo.

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

This funding will allow for the purchase of 3 new AEDs to replace 2 units that have exceeded their service life and the third one will allow us to equip a new first responder and continue to expand our services. Additionally, extra defibrillation pads and spare batteries will ensure that we can continue to provide and support these units for the next couple of years.



### CITY OF BASTROP 2024 COMMUNITY SUPPORT FUNDING APPLICATION

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

Our funding requests vary in scope significantly every year and are dependent upon the identified need each year. Since last year, we were fortunate to receive a significant increase from the previous year, we are maintaining a fiscally responsible / conservative posture and significantly lowering our request.

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

In 2017, we were loaned and still utilize 6 portable radios from the City of Bastrop.

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

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

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

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



Authorized Signature for the Applicant

James M. Green

6/23/23

Date

President

Title

| City of Bastrop - Finance Department Use Only |  |
|---|--|
| <input checked="" type="checkbox"/>           | Verified current 501(c)3 Status                  |
| <input checked="" type="checkbox"/>           | Good standing on contract reporting requirements |





# BASTROP COUNTY LONG TERM RECOVERY TEAM

*Renewing Bastrop County One Family at a Time*

June 22, 2023

City of Bastrop  
c/o Elisha Perkins, Executive Administrative Assistant  
1311 Chestnut Street  
Bastrop, TX 78602

Dear Ms. Perkins,

Please find attached our City of Bastrop Community Support Funding Application for FY 2024. All required documents are included except for our 2022 IRS Form 990. Our organization has requested and been approved for an extension. We have provided the letter of approval from IRS, along with our 2021 Form 990, and will submit our filed form for 2022 as soon as it becomes available. If you have any questions, please contact me.

Sincerely,

A handwritten signature in blue ink that reads "Sheila Lowe".

Sheila Lowe  
Executive Director  
Bastrop County Long Term Recovery Team





**CITY OF BASTROP  
2024 COMMUNITY SUPPORT FUNDING APPLICATION**

**ORGANIZATION INFORMATION**

|  |               |               |       |
|--|---------------|---------------|-------|
| Bastrop County Long Term Recovery Team |               | June 22, 2023 |       |
| Official Name of Organization          |               | Date          |       |
| P.O. Box 1975                          | Bastrop       | TX            | 78602 |
| Address                                | City          | State         | Zip   |
| Sheila Lowe                            | ed@bcltrt.org |               |       |
| Contact Person                         | E-mail        |               |       |
| 512-521-3001                           | 512-521-3001  |               |       |
| Phone Number                           | Fax Number    |               |       |
| 45-4463754                             | 801545916     |               |       |
| Federal ID #                           | State ID #    |               |       |

\$ 10,000  
Funding Amount Requested

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

If your organization received funding last year:

Amount Requested: \$ 10,000                      Amount Funded: \$ 10,000

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

1)Community Preparedness events including but not limited to:  
 - Neighborhood meetings  
 - Annual Preparedness event focused on residential and commercial preparedness  
 - Planning and Preparedness trainings at Houses of Worship and other City of Bastrop non-profits

2)Assisting with support of first responders during disasters. This could be the coordination of volunteers, to prepare, serve or deliver meals to the first responders. It could also allow the procurement of meals for those responding.

3)Temporary lodging for families affected by personal disasters

4) Financial assistance for families recovering from a public health disaster

5)Coordination of service and materials for clean-up, repairs or rebuilds of primary housing for families that have been affected by a declared disaster.

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

1)During our last Disaster Preparedness event we had approximately 100 Bastrop residents visit and participate in the event at the Bastrop Evacuation Center. During our 10 anniversary event we saw about 250 people.

2)Prior to COVID we hosted preparedness neighborhood meetings in Pecan Park, Hunters Crossing and Riverside Grove. We also presented at 3 churches. In the past 2 years we have presented preparedness workshops at 3 partner events in the City of Bastrop.

3)In the last year we have coordinated meals for over 150 first responders staged in Bastrop.

4)During the winter storms of 2021 and 2022 we were able to provide assistance for families that were affected financially. We provided blankets, space heaters, food and utility assistance. During and post COVID we have offered mortgage assistance.

5)In past winter storms and floods we have repaired homes that required flooring, sheet rock, roof and fence repairs.

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

Because disasters, public and personal are unpredictable we have to always be prepared to assist where necessary. During the next grant cycle we will provide disaster preparedness events in our neighborhoods as well as a city-wide event, continue to provide emergency lodging, support emergency response teams staged in Bastrop and coordinate recovery for families that have been affected by declared disasters that fall within the City of Bastrop. Funds awarded by the City of Bastrop will be used for program expenses, including supplies, materials, salaries for staff time designated to Bastrop residents.



CITY OF BASTROP  
2024 COMMUNITY SUPPORT FUNDING APPLICATION

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

N/A

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

We are planning community event for early spring 2024 and would like to have the usage fees waived or reduced for the convention center or permit fees for use of Fisherman's Park.

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

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

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

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

*Sheila Lowe*

06/22/23

Authorized Signature for the Applicant

Date

Sheila Lowe

Executive Director

Title

|  |
|--|
| <b>City of Bastrop - Finance Department Use Only</b>                                 |
| <input checked="" type="checkbox"/> Verified current 501(c)3 Status                  |
| <input checked="" type="checkbox"/> Good standing on contract reporting requirements |



**CITY OF BASTROP  
2024 COMMUNITY SUPPORT FUNDING APPLICATION**

**ORGANIZATION INFORMATION**

|  |                              |               |       |
|--|------------------------------|---------------|-------|
| Bastrop County Women's Shelter, dba Family Crisis Center |                              | June 22, 2023 |       |
| Official Name of Organization                            |                              | Date          |       |
| P.O. Box 736   | Bastrop                      | TX            | 78602 |
| Address  | City                         | State         | Zip   |
| Catherine Henzen   | cathyh@familycrisiscenter.us |               |       |
| Contact Person   | E-mail                       |               |       |
| 512-321-7760   | 512-321-7771                 |               |       |
| Phone Number   | Fax Number                   |               |       |
| 74-2304542   | 17423045420                  |               |       |
| Federal ID #   | State ID #                   |               |       |

\$ 12,000  
Funding Amount Requested

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

If your organization received funding last year:

Amount Requested: \$ 12,000                      Amount Funded: \$ 12,000

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

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

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

In fiscal year 2022, the Family Crisis Center provided the following services to City of Bastrop residents: 209 individuals received crisis intervention services; 15 adults and 1 child received counseling services; 1,338 nights of emergency shelter were provided for 24 adults and 19 children; transitional housing was provided for 9 adults and 11 children; 10 adults were provided with violence intervention and prevention services through the Batterers Intervention & Prevention Program (BIPP); 5 adults were provided with violence intervention and prevention services through the Anger Management Program; 7 adults were provided with parenting education through the Protective Parenting Program; 46 anti-violence & anti-victimization presentations were made to 18 elementary and 412 middle and high school students, and 131 community members. The agency collaborates with other social service agencies, representatives of local government, members of the criminal justice system, and community groups and participates in several community initiatives aimed at increasing victim safety and maintaining offender accountability.

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

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



CITY OF BASTROP
2024 COMMUNITY SUPPORT FUNDING APPLICATION

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

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

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

The City of Bastrop provided the agency with use of the Convention Center for a community luncheon in 2022, 2021, 2019 and 2018 and waived fees for the agency relating to various projects including construction of the agency's community thrift store in 2005, construction of the transitional housing apartment complex in 1999, and construction of the agency's direct service/administrative office in 1996.

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

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

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

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

Catherine Henzen

6/20/2023

Authorized Signature for the Applicant

Date

Catherine Henzen

Executive Director

Title

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



## CITY OF BASTROP 2024 COMMUNITY SUPPORT FUNDING APPLICATION

### ORGANIZATION INFORMATION

|                                   |                    |              |       |
|-----------------------------------|--------------------|--------------|-------|
| Bastrop Pregnancy Resource Center |                    | May 22, 2023 |       |
| Official Name of Organization     |                    | Date         |       |
| 2007 N. Main Street               | Bastrop            | TX           | 78602 |
| Address                           | City               | State        | Zip   |
| Jennifer Bezner                   | Jen@Bastropprc.org |              |       |
| Contact Person                    | E-mail             |              |       |
| 512-409-3400                      | n/a                |              |       |
| Phone Number                      | Fax Number         |              |       |
| 27-0665145                        | 3-20402-1222-0     |              |       |
| Federal ID #                      | State ID #         |              |       |

\$ 12,550 (\$2,300 in-kind request)  
Funding Amount Requested

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

|  |                                |
|--|--------------------------------|
| If your organization received funding last year: |                                |
| Amount Requested: <u>\$ 15,650</u>               | Amount Funded: <u>\$ 7,500</u> |

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

In November of 2009, two women decided that young women in the Bastrop area who find themselves pregnant unexpectedly need to be cared for, listened to, and informed about their options. Since that time, over 1,000 women (and families) have come through our doors and used our 100% free services, and BPRC has been able to empower families by providing resources and education for each client. BPRC also provides real-time help for our families with material assistance, including but not limited to infant formula, diaper, cribs, clothing, etc.

In the past year BPRC has hired 1-FT-Dir. of Operations, 1-FT Dir. of Development, and 1-FT client coach, as a result BPRC met with our clients over 700 times in 2022. In October 2022, BPRC received a new Ultrasound machine, and our services increased again for our clients. When you ask our clients about the impact our Center has made in their lives, a lasting legacy, the answer is simple. "You (BPRC) were there when I needed you the most, no judgement, just providing support, prayer and love."

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

With a 50% increase in clients (serving 167 clients since Oct 2022) and a 58% increase in client visits (709 client visits since Oct 2022), the BPRC is busy daily meeting with families in need of support. With the increase in staffing, the BPRC is now open 5 days a week, with over 38 available client coaching hours. Since last Oct, 87 women have come in for our free pregnancy tests, pre-natal resources and education. In addition, 53 free sonograms were completed with our clients.

As the BPRC sees more clients, the number of parenting classes taken also increases. Since last Oct, 435 parenting educational classes have been taken, which includes 1-1 personalized client coaching. An important part of our coaching services is that we connect our clients to local resources, with 46 clients receiving direct referrals to community/state/federal services. We have also identified that 96 of our clients would be at increased risk of homelessness due to their living situations.

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

The funds received help support Bastrop families, reducing the strain on other city services. By providing the basics of support (food and clothing) and education on parenting, BPRC is impacting the quality of life for many of our residents.



### CITY OF BASTROP 2024 COMMUNITY SUPPORT FUNDING APPLICATION

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

We are not requesting an increase in funding from last year, but we have changed the designation of funds requested. Due to going "paperless" with our client services, we are able to reduce our need for as many printed supplies. In addition, the local community has been wonderful in supplying many of our material resources, so we have reduced our funding request. We have requested new funding to support our pregnancy testing services and our sonogram program, and we are still requesting help in covering some of our operational costs (insurance and utility costs).

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

This past year (March 2023) we had our first banquet in many years. We used the Bastrop convention center and it was a great event. We did not receive in-kind services in 2023, but would like to request an in-kind donation for the cost of rental of the Bastrop convention center for our 2024 banquet.

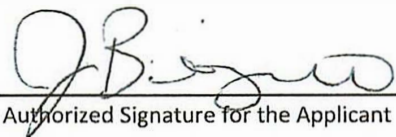
Describe how you will track the number of City of Bastrop citizens benefited by the program and provide the number of City of Bastrop citizens who received your services in the last 12 months.

All BPRC services are tracked and monitored with eKYROS digital programs. eKYROS is designed specifically for pregnancy resource centers and allows for database management. Since Oct 2023, BPRC has seen 32 City of Bastrop residents.

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

Will you commit to quarterly meetings and leveraging with other non-profit organizations?

Yes  No

  
Authorized Signature for the Applicant

Jennifer Bezner

5-24-2022  
Date

Director of Development

Title

| City of Bastrop - Finance Department Use Only |  |
|---|--|
| <input checked="" type="checkbox"/>           | Verified current 501(c)3 Status                  |
| <input checked="" type="checkbox"/>           | Good standing on contract reporting requirements |



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

The City of Bastrop  
1311 Chestnut Street  
Bastrop, Texas 78602

6/21/2023

Supplemental Letter for the Children's Advocacy Center's FY 2024 Community Support Application

Dear City of Bastrop,

The Children's Advocacy Center, Serving Bastrop, Lee and Fayette Counties exists to provide a coordinated, family-focused approach to the crisis of child abuse in our community. We strive to reduce trauma, seek justice, foster healing, and cultivate empowerment for children and families.

The Children's Advocacy Center is a safe, child-friendly organization where child abuse victims can receive comprehensive services, including forensic interviews, medical exams, therapeutic counseling, and victim advocacy services. The goal of our CAC is to minimize the trauma experienced by the victims we serve by providing them with a supportive environment and ensuring that all their needs are met in a coordinated and efficient manner.

The CAC is staffed by multidisciplinary teams of professionals, including law enforcement officers, child protection workers, medical personnel, mental health professionals, and family advocates. These professionals work together to ensure that child abuse cases are investigated thoroughly, and that victims and their families receive the services and support they need to heal and recover.

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

#59 TX 150 Loop West, Bastrop, TX 78602  
Phone (512) 321-6161 ☎ Fax (512) 321-6164  
[www.childrensadvocacycenter.org](http://www.childrensadvocacycenter.org)



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







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

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

A family advocate will remain with the child and family throughout the forensic interviewing and medical examination process, providing information, insight, and comfort during what can be an extremely stressful time. They'll work with the family and caretakers to assess the needs of the household – financially, emotionally, and strategically – and provide resources and relief to those in need. They'll keep the family apprised of developments and updates, and work with our clinicians to move the child and their family into the therapeutic healing process.

Our family advocates also work hard to help create happy childhood memories, by assisting our families with birthdays, holiday meals, clothing, toys, household essentials, and Christmas presents.

As our community grows, the Children's Advocacy Center is working hard to increase the quantity and accessibility of our services, while retaining the high-level of quality and individualized care our community deserves. We've come a long way from our little yellow house on Chestnut Street in Historic Bastrop in the past few years, but as our footprint grows to meet the needs of our clients right in the communities where they live, the spirit of the CAC remains rooted in being the place where hope and healing begins.

As we move into Fiscal Year 2024, our critical need is to once again expand our Family Advocacy staff by adding a bilingual family advocate. We humbly request an increase in our Community Funding this year to support the hiring and salary of an additional bilingual family advocate for the Children's Advocacy Center.



#59 TX 150 Loop West, Bastrop, TX 78602  
Phone (512) 321-6161 ☎ Fax (512) 321-6164  
[www.childrensadvocacycenter.org](http://www.childrensadvocacycenter.org)

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





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

The Children's Advocacy Center provided the following integral services to the community in 2022:

- 1169 Individual child clients served
- 395 Forensic interviews
- 3867 Hours of therapeutic services provided

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

Warm Regards,

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



#59 TX 150 Loop West, Bastrop, TX 78602  
Phone (512) 321-6161 ☎ Fax (512) 321-6164  
[www.childrensadvocacycenter.org](http://www.childrensadvocacycenter.org)

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





CITY OF BASTROP
2024 COMMUNITY SUPPORT FUNDING APPLICATION

ORGANIZATION INFORMATION

Children's Advocacy Center, Serving Bastrop, Lee and Fayette Counties
June 21, 2023
Official Name of Organization
59 TX 150 Loop Bastrop Texas 78602
Address City State Zip
Cynthia Eck cynthia.eck@cacbastrop.org
Contact Person E-mail
512-321-6161
Phone Number Fax Number
74-2633011
Federal ID # State ID #

\$ 15000
Funding Amount Requested

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

If your organization received funding last year:
Amount Requested: \$ 15000 Amount Funded: \$ 9000

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

The Children's Advocacy Center, Serving Bastrop, Lee and Fayette Counties exists to provide a coordinated, family-focused approach to the crisis of child abuse in our community. We strive to reduce trauma, seek justice, foster healing and cultivate empowerment for children and families.
The CAC is a safe, child-friendly organization where child abuse victims can receive comprehensive services, including forensic interviews, medical exams, therapeutic counseling, and victim advocacy services. The goal of our CAC is to minimize the trauma experienced by the victims we serve by providing them with a supportive environment and ensuring that all their needs are met in a coordinated and efficient manner.
We are staffed by multidisciplinary teams of professionals, including law enforcement officers, child protection workers, medical personnel, mental health professionals, and family advocates. These professionals work together to ensure that child abuse cases are investigated thoroughly, and that victims and their families receive the services and support they need to heal and recover.
In addition to providing direct services to child abuse victims, the Children's Advocacy Center also plays a critical role in preventing child abuse by providing community education and outreach programs. We also work to promote collaboration among professionals and organizations involved in the response to child abuse, including law enforcement agencies, child protective services, and the legal system.

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

Please see attached supplemental letter.

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

Please see attached supplemental letter.



### CITY OF BASTROP 2024 COMMUNITY SUPPORT FUNDING APPLICATION

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

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

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

We have in previous years received use of the Bastrop Convention and Exhibit Center as an in-kind donation for local law enforcement/first responder and child services training and continuing education, and would like to begin receiving that again.

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

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

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

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

\_\_\_\_\_  
Authorized Signature for the Applicant

6/22/2023  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

| City of Bastrop - Finance Department Use Only |  |
|---|--|
| <input checked="" type="checkbox"/>           | Verified current 501(c)3 Status                  |
| <input checked="" type="checkbox"/>           | Good standing on contract reporting requirements |



**COMBINED COMMUNITY ACTION, INC.**  
**165 WEST AUSTIN • GIDDINGS, TEXAS 78942**  
**979.540.2980    800.688.9065    Fax 979.542.9565**  
**www.ccaction.com**

June 7, 2023

Elisha Perkins  
City of Bastrop  
1311 Chestnut St.  
Bastrop, TX 78602

Dear Elisha,

Please find attached the 2024 Community Support Funding Applications for Meals on Wheels Rural Capital Area/CCA. We are requesting \$10,000 from the city to continue to provide meals to older adults in Bastrop.

I would like to thank the Mayor and City Council for their support. If you have any questions, please feel free to contact me at 979/540-2999 or via email at [KJFranke@ccaaction.com](mailto:KJFranke@ccaaction.com).

Sincerely,

A handwritten signature in blue ink that reads "Kelly Franke". The signature is written in a cursive style.

Kelly Franke  
Executive Director

**2024 Community Support  
Funding Application  
Combined Community Action  
Meals on Wheels/Rural Capital Area**



**CITY OF BASTROP  
2024 COMMUNITY SUPPORT FUNDING APPLICATION**

**ORGANIZATION INFORMATION**

|   |          |                       |       |
|---|----------|-----------------------|-------|
| Combined Community Action, Inc/Meals on Wheels Rural Capital Area |          | June 7, 2023          |       |
| Official Name of Organization                                     |          | Date                  |       |
| 165 W. Austin St.   | Giddings | TX                    | 78602 |
| Address   | City     | State                 | Zip   |
| Kelly Franke  |          | kjfranke@ccaction.com |       |
| Contact Person  |          | E-mail                |       |
| 979/540-2999  |          | 979/542-9565          |       |
| Phone Number  |          | Fax Number            |       |
| 74-1548511  |          | N/A                   |       |
| Federal ID #  |          | State ID #            |       |

\$10,000.00  
Funding Amount Requested

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

If your organization received funding last year:

Amount Requested: \$10,000.00

Amount Funded: \$8,000.00

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

CCA/MOWRCA is a private non-profit agency chartered in 1966 as Bastrop County Community Action. Since that time the agency has grown to cover 12 counties through various programs. Programs administered by CCA include: Meals on Wheels, Utility Assistance, Tenant Based Rental Assistance, Weatherization, Case Management for At Risk Youth and Pregnant Women, Rental Assistance. CCA is requesting \$10,000 in support of the Meals on Wheels Program. MOWRCA provides hot and frozen meals, 5 days a week to older adults in Bastrop. Our congregate site is located at the Settlement Apts. In 2022, MOWRCA provided hot and frozen meals to participants. MOWRCA is a volunteer driven program, our trained, caring volunteers deliver meals to older adults in the community and also check on their well-being.

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

MOWRCA provided 18,431 meals to 156 older adults in 2022 in Bastrop. This program allows the older adult the ability to remain at home and independent by providing nutritious meals 5 days a week. The meals provide 1/3 of the daily dietary requirements for older adults. A licensed dietician prepares all the menus.

Research shows that the home delivered meals program significantly improves diet quality, increases nutrient intake, reduces malnutrition, improves quality of life and provides a human connection. It is reported that 17% of all seniors in Texas are at risk of hunger and seniors remaining at home, out of hospitals and nursing homes, saves billions in Medicare and Medicaid costs. During our recent client surveys of seniors we serve, 64% report they are not able to cook healthy meals for themselves, 70% are not able to go to the grocery store, 67% report they do not always have enough money to buy healthy food and 96% reported that the meals helped with their nutritional health.

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

Funds received from the City of Bastrop will be used to purchase meals for older adults and to provide shelf stable meals in the event of a disaster. We saw an increase in participation during COVID so these funds are even more important to our current clients and new clients that may need these meals. We are also seeing an increase in program participation due to inflation. The services we provide allows Bastrop Citizens to remain at home and independent, avoiding nursing home placement.



CITY OF BASTROP  
2024 COMMUNITY SUPPORT FUNDING APPLICATION

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

MOWRCA is requesting the same amount of funding as last year, \$10,000. Rising food cost and gas prices have increased our expenses for the program. We do not have a waiting list and provide meals to any older adult who requests them.

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

In the past CCA staff has utilized rooms at the city office for face-face appointments. At this time, most of our appointments are being handled by telephone. If we see a need to utilize these offices again, that would be most helpful. We appreciate the quarterly meeting with our counterparts who also provide valuable services to the city of Bastrop residents.

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

MOWRCA has a client tracking software that tracks the number of participants and number of meals served. The local site manager completes the daily nutrition reports, those reports are sent in weekly to the central office in Giddings. The daily nutrition reports are then input in the client tracking software to generate monthly reports by site, city and county. We report monthly to the Capital Area Planning Council-Area Agency on Aging. CAPCOG/AAA monitors MOWRCA annually for compliance, we have had no findings, corrective actions in the last 8 years. MOWRCA served 156 older adults in Bastrop in 2022.

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

Will you commit to quarterly meetings and leveraging with other non-profit organizations?

Yes  No



Authorized Signature for the Applicant

Kelly Franke

6/7/2023

Date

Executive Director

Title

City of Bastrop - Finance Department Use Only

- Verified current 501(c)3 Status
- Good standing on contract reporting requirements





**CITY OF BASTROP  
2024 COMMUNITY SUPPORT FUNDING APPLICATION**

**ORGANIZATION INFORMATION**

|  |                        |                          |               |       |
|--|------------------------|--------------------------|---------------|-------|
| Court Appointed Special Advocates (CASA) of Bastrop County INC |                        |                          | June 16, 2023 |       |
| Official Name of Organization                                  |                        |                          | Date          |       |
| 507 Water Street (physical)                                    | P.O. Box 623 (mailing) | Bastrop                  | TX            | 78602 |
| Address  |                        | City                     | State         | Zip   |
| Kristi Bauer   |                        | kristi.bauer@casabfl.org |               |       |
| Contact Person   |                        | E-mail                   |               |       |
| 512-303-2272   |                        | 512-303-9637             |               |       |
| Phone Number   |                        | Fax Number               |               |       |
| 74-2522961   |                        |                          |               |       |
| Federal ID #   |                        | State ID #               |               |       |

\$ 9,000

Funding Amount Requested

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

If your organization received funding last year:

Amount Requested: \$8,000                      Amount Funded: \$9,000

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

For the last 35 years, CASA of Bastrop, Fayette & Lee Counties has advocate for children in the foster care system. CASA of Bastrop, Fayette & Lee Counties mission is to improve the lives of children who experience child abuse and neglect in Bastrop, Fayette and Lee Counties by providing CASA trained Advocates to support children and families involved in the child welfare system. CASA is requesting funding to continue efforts to ensure that every young citizen in the City of Bastrop, who experiences child abuse and neglect and who is removed from their parents/guardian with a legal case by Child Protective Services, will have a CASA Volunteer to advocate on their behalf. CASA Volunteers are people from the child's community who are highly trained and are responsible to get to know the child and their family and advocate for their safety, permanency and well-being while in foster care. CASA Volunteers provide a consistent presence in the child's life while working collaboratively with everyone involved in the case. CASA Volunteers stay by the child's side during their time in foster care, advocating for the child's voice to be heard and for the needs of the child and family. (see additional attached)

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

CASA of Bastrop, Fayette & Lee Counties serves 100% of children in the Temporary Managing Conservatorship (TMC) of the Department of Family and Protective Services (DFPS). These are children who have experienced child abuse and neglect and have been legally removed from their parents/guardian. Attached is a chart showing the number of children served by our organization over a five year period. The chart shows the breakout of children served in the communities of Bastrop County and the other counties served by our local CASA organization. During the fiscal year, although not over, a total of 157 children have been served, 117 are from Bastrop County with 50 being removed from the City of Bastrop. In addition there are 75 active volunteers, 57 which are from Bastrop County, 35 are from the City of Bastrop. At the time of this grant submission, there are a little over two more months left in the fiscal year. We anticipate that there will be more children removed through the remaining of the fiscal year. (Please see the attached report)

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

Funding requested will be applied towards the following line items:

- \* Recruiting and Training New Volunteers and Retention of existing Volunteers: New CASA Volunteer Training supplies and materials; Professional Development opportunities for Volunteers and Staff; Volunteer Retention Activities.
- \* CASA Operations: Utilities, office phone and internet; staff cellphones
- \* Child & Family Placement Assistance: Support for children for essential items; Support for Family placements caring for children. For example: (food, gas card to support transporting children to therapy and/or doctors appointments; registration for extracurricular activities; clothing/shoes/diapers etc.)

(please see attached for continuation)



### CITY OF BASTROP 2024 COMMUNITY SUPPORT FUNDING APPLICATION

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

CASA is requesting the same amount of funding as last years award.

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

CASA typically holds its annual fundraiser at the Bastrop Convention Center. This past March we were able to secure the Convention Center. The City did provide CASA with a "non-profit" for the use of the facility. CASA in partnership with the Child Advocacy Center (CAC) held its first Annual SpringFest in April of this year at Fisherman's Park. The City of Bastrop allowed the use of Fisherman's Park, support from the City Police and Recreation Departments to provide this family event focused around Child Abuse Prevention. In addition, CASA participates in the quarterly City Non-Profit Community Grant Recipient Meetings. These meetings allow the grant recipients to network and collaborate across organizations to best serve the City of Bastrop citizens. The City of Bastrop also includes information for our organization on the the City's website under the "Social Services" Tab. Visitors to the City of Bastrop website are then able to access our information to learn more about CASA and our efforts in the community.

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

CASA of Bastrop, Fayette & Lee Counties will track information through the OPTIMA database:

- Monthly tracking of the number of children entering the system
- Monthly tracking of the number exiting the system and the outcome of the exit (reunification, adoption, again out, etc)
- Monthly tracking of the number volunteers to program and those who exit the program.
- Number of volunteers assigned to cases
- Number of Professional Development Opportunities; number of volunteers attending
- Quarterly Tracking on the number of community awareness events

Since the beginning of the fiscal year (September 1, 2023)CASA advocated for 50 children who experienced child abuse and neglect from the City of Bastrop: 35 CASA Advocates from the City of Bastrop are serving children who have experienced child abuse and neglect; There is an untracked number of citizens in the City of Bastrop that are effected by the work of our CASA Staff and Volunteers. To name a few: schools, families of children, City of Bastrop Community, virtually anyone who comes in contact with the children we serve, benefit from CASA

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

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

  
\_\_\_\_\_  
Authorized Signature for the Applicant

6/8/2023  
\_\_\_\_\_  
Date

Kristi Bauer  
\_\_\_\_\_

Executive Director  
\_\_\_\_\_

Title

| City of Bastrop - Finance Department Use Only |  |
|---|--|
| <input checked="" type="checkbox"/>           | Verified current 501(c)3 Status                  |
| <input checked="" type="checkbox"/>           | Good standing on contract reporting requirements |



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

A CASA Volunteers works to:

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

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

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

**Addition:**

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



CITY OF BASTROP  
2024 COMMUNITY SUPPORT FUNDING APPLICATION

ORGANIZATION INFORMATION

|                               |                             |       |       |               |
|-------------------------------|-----------------------------|-------|-------|---------------|
| Feed the Need Missions        |                             |       |       | June 20, 2023 |
| Official Name of Organization |                             |       |       | Date          |
| PO Box 1542                   | Bastrop                     | TX    | 78602 |               |
| Address                       | City                        | State | Zip   |               |
| Sean Tangen                   | sean.tangen@feedtheneed.org |       |       |               |
| Contact Person                | E-mail                      |       |       |               |
| 512-985-9041                  |                             |       |       |               |
| Phone Number                  | Fax Number                  |       |       |               |
| 27-3419631                    |                             |       |       |               |
| Federal ID #                  | State ID #                  |       |       |               |

\$ 10,000  
Funding Amount Requested

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

If your organization received funding last year:

Amount Requested: \$ N/A                      Amount Funded: \$ N/A

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

Attached

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

Attached

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

Attached



### CITY OF BASTROP 2024 COMMUNITY SUPPORT FUNDING APPLICATION

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

Attached

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

Attached

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

Attached

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

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

\_\_\_\_\_  
Authorized Signature for the Applicant

06/21/2023  
\_\_\_\_\_  
Date  
President  
\_\_\_\_\_  
Title

| City of Bastrop - Finance Department Use Only |  |
|---|--|
| <input checked="" type="checkbox"/>           | Verified current 501(c)3 Status                  |
| <input type="checkbox"/>                      | Good standing on contract reporting requirements |

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

Feed the Need Missions was established as a 501(c)3 in 2010. After the Bastrop wildfires in 2011, we recognized the need for a multilayered approach to addressing the poverty of our community. With a population on the rise and needs that extended beyond capacity, Feed the Need Missions decided to take a dual approach.

First, we created a consistent weekly cookout where we could meet physical needs by providing a hot meal to anyone that wanted one and meet spiritual needs by sharing the gospel with anyone looking beyond to burger. What started in 2011 as a single location has grown to 7 active locations and nearly 130,000 meals served each year.

The training and relational interaction that volunteer and staff acquire through our weekly sites has afforded us the ability and understanding to also provide disaster relief when those opportunities arise. We have responded to 24 disasters since our inception in 2011. Several right here in our own community.

Feed the Need Missions is requesting \$10,000 for our Bastrop South location and seed money to launch our newest site (Bastrop Central) planned for downtown Bastrop coming this winter.

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

Consistently meeting every week, by providing a hot meal, has made a great impact in the community. Over the last 12 months, we provided an average of 342 meals per week at the Bastrop location, this helps to fill the physical need, but it also fosters community to help meet the social, emotional and spiritual support to the community. This comes from the volunteers who provided 3432 volunteer hours over the past 12 months.

**3. Specify how the funds will be used for the program and how the program services benefit City of Bastrop Citizens:**

The City of Bastrop funds will be used to provide food, supplies and equipment for the current and future site. This program benefits the community by providing a hot meal to anyone in need, consistently every week, to help with the social, spiritual, emotional, and physical needs amongst those impoverished. These funds will help to double our impact not only with the guests we serve but also with the volunteers that serve. Unity happens around meeting needs.

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

The funds will be used for two locations in Bastrop. Bastrop South located at Primera Baptist Church and our new launch, Bastrop Central, located in the heart of town. Funds will be used to provide food, equipment, training and support. We have experienced nearly a 100% increase in operational costs in the last 4 years. These funds will help lay the foundation in an ever-changing world.

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

Feed the Need Missions has not received any in-kind services from the city of Bastrop.

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

Feed the Need Missions Site Coordinators track the number of meals served every week. In the last 12 months we have served the following:

Bastrop South Site (Primera Baptist Church): 17,784 meals

We are planning to launch the new Bastrop Central Location in early 2024: 15,000 Budgeted number of meals we estimate our first year of operation.

Between the consistency of our current site and the addition of our new site, we anticipate an estimated 4000 community service hours be served by our Bastrop citizens over the correlating year.



CITY OF BASTROP
2024 COMMUNITY SUPPORT FUNDING APPLICATION

ORGANIZATION INFORMATION

In The Streets Hands Up High Ministry
Official Name of Organization
PO Box 1921
Address
Roland Nava
Contact Person
512-317-7503
Phone Number
27-2515162
Federal ID #
June 22, 2023
Date
Bastrop TX 78602
City State Zip
smile@itshuh.org
E-mail
Fax Number
State ID #

\$ 15,000.00
Funding Amount Requested

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

If your organization received funding last year:
Amount Requested: \$ 12,000.00
Amount Funded: \$ 8,000.00

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

In The Streets Hands Up High Ministry offers multiple services to the citizens of Bastrop. Open Door Soup Kitchen provides free breakfast & lunch meals, Monday - Friday. SAFE Family Shelters assist housing instability families free of charge for up to three months. Our veteran shelters provide the same for military veterans, but for up to six months free of charge. Our Open Door Mobile Soup Kitchen, is utilized to travel to different areas in the city of Bastrop to hand out free meals once to twice a month. Feeding citizens who are, or may be on the verge of being, without food and/or are financially insecure. Lastly, during the season of extremely cold or freezing temperatures, we open Shelter of Grace Emergency Shelter as a warming station. It accommodates up to 25 people who may have inadequate heating or are without a home, keeping them warm and also feeding them. The requested funds will be used throughout all these programs.

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

Being the economic deficiency occurring rapidly, we have had increasing numbers of meals to prepare to be handed out. 100% of the families who stay at SAFE are able to save and move into a home of their own in the three months allowed or sooner.
Statistics at Open Door Soup Kitchen:
Within City = 50%; Out of City limit = 50%; Ethnicity/Race: White = 47%, Black = 27%, Hispanic/Latin = 21%, Other 5%;
Gender: Male = 37% , Female = 63%
Age: Under 5 = 9%, 5-17 = 30%, 18-54 = 42%, 55-64 = 16%, 65+ = 3%,
Statistics for SAFE families:
Ethnicity/Race: White = 42%, Black = 19%, Hispanic/Latin = 36%, Other = 3%;

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

The funds for which we are requesting, will be made use of by purchasing items necessary to operate each program. For the soup kitchens, both free standing and mobile, foods, beverages, paper goods, supplies for proper hygienic serving and cleaning (cleaning supplies for all programs). Also to assist with utility costs for maintaining programs operational. Our program goals is to assist the city of Bastrop citizens by feeding those who are going through a rough period in their lives, or living paycheck to paycheck and providing shelter to families and veterans who are in the middle of transitioning from one home to another or may have fallen on hard times and need assistance to help save until they can acquire another dwelling they can call home.





CITY OF BASTROP
2024 COMMUNITY SUPPORT FUNDING APPLICATION

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

Inflation. Increase in costs of foods, paper supplies and utilities. And for the additional program added to our mission, Open Door Mobile Soup Kitchen that will provide food free of charge to citizens within the city of Bastrop.

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

Since 2016 ITSHUH Ministry has received City of Bastrop funding to date, minus fiscal year 21-22. In-kind services we would most greatly benefit from, if by the generousness of the city, assisting with permits and the use of its parks and properties for outreach of the mobile soup kitchen at least twice a month, and for our annual thanksgiving dinner and Christmas toys and groceries distributions.

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

We retain files of all families and veterans who enter the shelters for temporary housing. For meals that we provide daily at the facility, we use sign in sheets for both breakfast and lunch and for dinners we prepare for guests sheltering in the on-site cabins. As for our off site outreach meals, we take count per number of to go containers utilized. And during warming station season, there is also a check-in sheet each person has to sign. We keep all records three years or longer.
Number of citizens assisted:
SAFE = 23 families
Vet Shelter = 4 individuals
ODSK = 13K+ meals (please note: personal information is not required of those needing a meal, we only take count of meals served)
Shelter of Grace warming station: 7 individuals

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

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

Roland Nava Digitally signed by Roland Nava
Date: 2023.06.22 20:57:12 -05'00'

June 22, 2023

Authorized Signature for the Applicant

Date

Roland A Nava

Pastor/Founder/Owner

Title

Table with 1 column and 2 rows: City of Bastrop - Finance Department Use Only; [checked] Verified current 501(c)3 Status; [checked] Good standing on contract reporting requirements



CITY OF BASTROP  
2024 COMMUNITY SUPPORT FUNDING APPLICATION

ORGANIZATION INFORMATION

|                               |                 |               |       |
|-------------------------------|-----------------|---------------|-------|
| Pines and Prairies Land Trust |                 | June 23, 2023 |       |
| Official Name of Organization |                 | Date          |       |
| PO Box 737                    | Bastrop         | TX            | 78602 |
| Address                       | City            | State         | Zip   |
| Laurie Mason                  | laurie@pplt.org |               |       |
| Contact Person                | E-mail          |               |       |
| 512-202-5464                  | NA              |               |       |
| Phone Number                  | Fax Number      |               |       |
| 74-2989863                    | 161413101       |               |       |
| Federal ID #                  | State ID #      |               |       |

\$ 12,000  
Funding Amount Requested

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

If your organization received funding last year:

Amount Requested: \$ \_\_\_\_\_ Amount Funded: \$ \_\_\_\_\_

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

Please see attached

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

Please see attached

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

Please see attached



# CITY OF BASTROP 2024 COMMUNITY SUPPORT FUNDING APPLICATION

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

NA

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

Please see attached

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

Please see attached

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

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

**Laurie Mason** Digitally signed by Laurie Mason  
Date: 2023.06.23 12:08:06 -05'00'

23 June 2023

Authorized Signature for the Applicant

Date

Laurie Mason

Outreach Manager

Title

|   |
|---|
| <b>City of Bastrop - Finance Department Use Only</b>                      |
| <input checked="" type="checkbox"/> Verified current 501(c)3 Status       |
| <input type="checkbox"/> Good standing on contract reporting requirements |

## **CITY OF BASTROP COMMUNITY SUPPORT FUNDING APPLICATION**

### **Pines and Prairies Land Trust**

#### **Additional Questions:**

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

##### *About Pines and Prairies Land Trust:*

Pines and Prairies Land Trust (PPLT) was incorporated as a 501(c)(3) non-profit in 2001. The founding members created the land trust as a means to protect land in their communities. PPLT has since conserved 1,530 acres of land over seven conservation easements in Central Texas. These easements protect important landscapes, riparian corridors, never plowed Blackland prairies, and working agricultural lands.

PPLT was given the land that is now the Colorado River Refuge (CRR) in 2004 and has transformed this land by clearing dump sites, rehabilitating a gravel pit mine and building miles of trails for the community. PPLT then acquired two more properties between 2004 and 2008 and transformed them into nature preserves as well. Yegua Knobbs Preserve showcases many unique features including a spring fed bog, unique geology, rare plants, endangered species habitat and significant cultural resources. Billig Ranch is a working cattle ranch, and an example of how native prairie restoration, endangered species habitat and modern agriculture can coexist with holistic ranch management techniques. In total, PPLT owns and manages 1,044 acres of land for wildlife habitat and public education in Bastrop County.

In addition to land conservation, Pines and Prairies Land Trust also provides community education and engagement programs at all our preserves. Yegua Knobbs Preserve and Billig Ranch are open to the public for Open Preserve Days and special programs. The Colorado River Refuge is free and open to the public daily. At each of the preserves, we offer hands-on volunteer opportunities for community members to engage in land stewardship and educational programs such as birding hikes, native plant identification and other naturalist-led tours.

##### *About the Colorado River Refuge:*

The Colorado River Refuge (CRR) consists of 65-acres of riparian forest and upland woodland along the Colorado River within the Tahitian Village neighborhood. This location along the river makes it an important feature in flood mitigation, as well as for community recreation. The preserve has over three miles of hiking trails with a handicapped accessible paved trail leading to a picnic area which allows people of all physical abilities to access the wonders of the CRR. These trails are

popular with hikers, bikers, runners, dog walkers, birders, fishers, families and nature lovers of all kinds. PPLT and our dedicated volunteers strive to keep the trails clean, safe and accessible for all. Last year, a team of Youth Conservation Corp members were hired to install a series of cedar steps at our Two Bridges Trailhead, vastly improving erosion concerns and trail stability. This spring, we teamed up with the Lost Pines Master Naturalists to replace a wooden pedestrian bridge that had been badly damaged by vandals, as well as placing new cedar check steps to aid in traction along the Cliffhanger Trail.

Most of PPLT's community programs occur at the CRR. One of our most beloved programs is our free nature education program for kids, presented in partnership with the Lost Pines Master Naturalists. Each spring and fall, Bastrop area children learn about different Texas ecology topics in an outdoor classroom setting, explore the refuge, and engage in a creative activity. This spring, our Mushroom class drew in over 40 eager students!

The CRR is home to several other free community events each year, such as birding appreciation hikes through Bird City Bastrop and the Bastrop Audubon Society. This year, we also held a Community Clean Up Challenge in partnership with Keep Austin Beautiful and Trash Free Texas, and we launched a new program in partnership with the Bastrop Public Library. This program, Books and a Blanket, encourages early childhood literacy and a lifelong love of nature by hosting a children's story time and nature walk along the trails at the CRR.

Coordinating such valuable community events and maintaining this public preserve takes significant effort. PPLT is incredibly proud of the volunteers that give their time and energy to help maintain the Colorado River Refuge. Because it is a City asset, many visitors of the refuge soon become volunteers who help trim the trails and pick up trash. However, the list of needs and expenses for the CRR is ever growing, and PPLT needs more help to achieve all our goals!

## **2. Describe the results you have experienced with this program and include statistics:**

It is not possible to precisely track the number of visitors to the Colorado River Refuge because there are no attendees or gates to admit visitors. We estimate approximately 1,000 people visit the refuge monthly for hiking, fishing, picnicking and bike riding. The CRR currently has a 4.6-star average on google maps from 146 visitors indicating it is well appreciated by neighbors and visitors.

Since 2020, the city of Bastrop has experienced a 20% increase in population and we have estimated a 300% increase in CRR visitation based on the accumulation of trash in the trash receptacle and the rate at which it needs to be emptied. There has also been a noted increase of vandalism throughout the preserve. Because we do not charge admission to the refuge, there is no source of income for the inevitable increased maintenance needs caused by increased visitation. We are seeking funding to support the ongoing maintenance and

management of this nature preserve which has become much more heavily trafficked in the last few years.

Pines and Prairies has around 30 regular volunteers which attend our monthly Service Days and many more people who volunteer for special projects, including erosion mitigation projects and revegetation days where we replace invasive plants with native species. Our nature classes are always filled to capacity with 35-40 students, and with six 3-hour classes a year that equals between 630 and 720 hours of student learning outdoors for that program alone!

### **3. Specify how the funds will be used for the program and how the program services benefit City of Bastrop Citizens:**

Because the Colorado River Refuge is free, there is no regular income for management and upkeep. Pines and Prairies Land Trust is requesting \$12,978 from the City of Bastrop to maintain and enhance this asset for the entire community. The funds will be used for:

- I. Staff time to manage the preserve. This includes assessing needs at the refuge, planning and executing improvements and running the CRR programs including the volunteer program and nature education program. In the 2021 draft of the Bastrop Parks and Open Space Master Plan, community members expressed a strong desire to volunteer at their area parks. PPLT currently fulfills some of this need for the community, but additional funding would allow us to host additional volunteer opportunities.  
Ongoing maintenance costs and preserve enhancements like removing graffiti, repairing trails, placing informational signs, repairing bridges and increasing trash service. These costs have increased with the growth of the City of Bastrop, and with increased visitation to the CRR. In the City of Bastrop's Comprehensive Plan (2016-2036), page 7-3, you can read that the public respondents had a strong desire for "C) Investing in the Colorado River Refuge". It is clear that the citizens of Bastrop would support city funds applied to improvements at the Colorado River Refuge.
- II. Larger maintenance projects. The Two-Bridges parking lot has been an ongoing maintenance issue due to continual erosion damage from run-off which accumulates on Riverside Drive. Water slices through the parking lot and down the hillside towards the river through the walking trail. In order to prevent further erosion damage, the parking lot needs to be repaved and stormwater properly diverted. Repaving will allow cars to safely enter the parking lot and people to walk comfortably across its surface. We are working with the Community Engineer Corps to develop a formally engineered plan for enhancing this parking lot. The final cost of construction is not known, but it will surely be over \$12,000. We are only requesting \$12,000 for this entire proposal, which will enable us to begin work on the parking lot while we

secure further funding. In the above mentioned master plan, on page 7-3, you can read that 46% of respondents indicated that they would prefer existing parks be enhanced rather than new parks be acquired. This parking lot enhancement is particularly needed, not only for the benefit of Bastrop Citizens and all preserve visitors, but in order to prevent stormwater runoff, pollution and siltation of our Colorado River, which benefits all downstream residents as well.

The details of these expenses and exact breakdowns can be seen in the attached budget. Please note that expenses total over \$20,000. However, we are only requesting that the city of Bastrop contribute up to \$12,000.

The benefits to the City of Bastrop Citizens are many. They include:

- I. The Citizens of Bastrop have a clean, safe and peaceful nature preserve to visit for FREE as they need. They are able to hike, bike, picnic, access the river, fish or simply immerse themselves in the beauty of nature.
- II. The CRR is the only free unmanicured nature preserve in the Bastrop area. There are many wonderful manicured parks, but a nature preserve provides the benefits of wilderness without having to leave the area. Many studies are released solidifying the understanding that immersion in nature is not only a pleantry, but a necessity for physical, mental and emotional health. The Colorado River Refuge offers a close and free option for people to immerse themselves in a wild nature environment for rejuvenation and recreation. In the 2021 Bastrop Park and Open Space Master Plan, on page 21, community members stressed their appreciation of this type of natural environment and indicated their preference for maintaining the neighboring Bastrop County Nature Park in its naturalistic state.
- III. PPLT's many community programs are available to all citizens of Bastrop and visitors from all over! They are welcome to attend our free children's programming, hikes or volunteer opportunities. When neighbors attend these events they learn new skills, enjoy healthy time outside and build community. These are all tremendous benefits to the citizens of Bastrop and we need funding to keep running these programs!

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

Some of the repairs at the Colorado River Refuge could be completed by the City of Bastrop workers and/or resources. The repaving of the Two-Bridges parking lot could be done in-kind by the City of Bastrop planners and road crew, or materials donated. The assistance of a city planner or engineer would be greatly appreciated and eliminate the need for volunteer engineering work by the

Community Engineering Corps, as this project will require professional engineering in order to comply with County development standards.

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

Tracking the number of City of Bastrop citizens who benefit from the preserve would require significant time to survey visitors and collect addresses at our many trailheads. We can estimate that at least one thousand people visit the preserve each month based on observations staff and volunteers have made while at the preserve. In many ways, all City of Bastrop citizens benefit from having a well maintained wilderness area in their local area - whether people directly visit or not. The preserve provides ecosystem services for all in the form of clean water, fresh air, wildlife habitat, flood mitigation and more.

We could try to track the number of City of Bastrop citizens attending our programs by collecting addresses when attendee's register or sign in for events. If the City has further suggestions for tracking visitation to the preserve we would be happy to consider them!





# STAFF REPORT

**MEETING DATE:** July 25, 2023

**TITLE:**

Mayor's Report

**AGENDA ITEM SUBMITTED BY:**

Sylvia Carrillo, City Manager, ICMA-CM, CPM

**POLICY EXPLANATION:**

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

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

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

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



# STAFF REPORT

**MEETING DATE:** July 25, 2023

**TITLE:**

Council Members' Report

**AGENDA ITEM SUBMITTED BY:**

Sylvia Carrillo, City Manager, ICMA-CM, CPM

**POLICY EXPLANATION:**

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

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

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

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



# STAFF REPORT

**MEETING DATE:** July 25, 2023

**TITLE:**

City Manager's Report

**AGENDA ITEM SUBMITTED BY:**

Sylvia Carrillo, City Manager, ICMA-CM, CPM

**POLICY EXPLANATION:**

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

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

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

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



# STAFF REPORT

**MEETING DATE:** July 25, 2023

**TITLE:**

Receive presentation of the Proposed FY2024 Budget and announce that the Public Hearing on the FY2024 budget will be held on September 12, 2023, at 6:30pm at City Hall 1311 Chestnut Street.

**AGENDA ITEM SUBMITTED BY:**

Sylvia Carrillo, City Manager, ICMA-CM, CPM  
Tracy Waldron, Chief Financial Officer

**BACKGROUND/HISTORY:**

The commencement of this budget started in January 2023. With cooperation from all departments and feedback from City Council during the April 19<sup>th</sup> and May 12<sup>th</sup> workshops, this proposed budget is being presented with City Council priorities in mind, incorporating as many new requests as feasible.

There are two budget workshops scheduled with City Council, August 15<sup>th</sup> & 16<sup>th</sup>, to discuss the contents of this proposed budget and come to a final budget document that will be adopted on September 26, 2023.

**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.



# STAFF REPORT

**MEETING DATE:** July 25, 2023

**TITLE:**

Receive presentation on the unaudited Monthly Financial Report and Investment Report for the period ending June 30, 2023.

**AGENDA ITEM SUBMITTED BY:**

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 forecast by 10.4%

- Sales tax is almost 3.2% above forecast, down from 9% in the previous months.
- Development fees are 83% above forecast due to Valverde subdivision and Pearl River Public Improvement Fees collected in advance.

Impact Fee Fund is running 16% short of forecast. With Pearl River moving forward we should see this variance improve in the coming months.

All other funds are positive to forecast.

**EXPENDITURES**

All funds are positive to forecast 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-2022-73 on August 23, 2022.

**ATTACHMENTS:**

- Unaudited Monthly Financial Report for the period ending June 30, 2023
- Investment Report for the period ending June 30, 2023

# CITY OF BASTROP

Comprehensive Monthly Financial Report  
June 2023



# Performance at a Glance as of June 30, 2023



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

# COMPREHENSIVE MONTHLY FINANCIAL REPORT – June 2023

| <u>Revenues:</u>                | <u>FY2023<br/>Approved Budget</u> | <u>FY2023<br/>Forecast YTD</u> | <u>FY2023<br/>Actual YTD</u> | <u>Variance</u> |
|---------------------------------|-----------------------------------|--------------------------------|------------------------------|-----------------|
| General                         | \$ 17,052,608                     | \$ 13,704,951                  | \$ 15,127,983                | 10.4%           |
| Designated                      | 63,200                            | 33,250                         | 91,435                       | 175.0%          |
| General Fund One-time           | 382,395                           | 382,395                        | 389,879                      | 2.0%            |
| Street Maintenance              | 803,500                           | 602,625                        | 610,191                      | 1.3%            |
| Debt Service                    | 3,870,175                         | 3,500,555                      | 3,597,718                    | 2.8%            |
| General Gov's Projects          | 3,052,000                         | 273,750                        | 280,572                      | 2.5%            |
| Land Acquisition                | -                                 | -                              | 150,876                      | 0.0%            |
| Water/Wastewater                | 7,977,692                         | 5,659,189                      | 5,902,486                    | 4.3%            |
| Water/Wastewater Debt           | 3,665,227                         | 1,943,195                      | 1,985,919                    | 2.2%            |
| Water/Wastewater Capital Proj   | 885,100                           | 663,825                        | 679,895                      | 2.4%            |
| Impact Fees                     | 3,330,450                         | 1,585,986                      | 1,325,558                    | -16.4%          |
| Vehicle & Equipment Replacement | 1,435,490                         | 1,265,023                      | 1,428,012                    | 12.9%           |
| Electric                        | 7,959,241                         | 5,662,018                      | 5,623,901                    | -0.7%           |
| HOT Tax Fund                    | 3,534,554                         | 2,195,801                      | 2,617,108                    | 19.2%           |
| Library Board                   | 20,750                            | 9,063                          | 15,675                       | 73.0%           |
| Cemetery                        | 184,700                           | 131,025                        | 137,802                      | 5.2%            |
| Capital Bond Projects           | 40,148,779                        | 40,450,000                     | 40,555,916                   | 0.3%            |
| Grant Fund                      | 4,665,330                         | 350,000                        | 353,240                      | 0.9%            |
| Park/Trail Land Dedicaiton      | 1,465                             | 1,440                          | 1,660                        | 15.3%           |
| Hunter's Crossing PID           | 575,879                           | 573,249                        | 579,494                      | 1.1%            |
| Bastrop EDC                     | 4,213,909                         | 3,045,028                      | 3,268,903                    | 7.4%            |
| <b>TOTAL REVENUES</b>           | <b>\$ 103,822,444</b>             | <b>\$ 82,032,368</b>           | <b>\$ 84,724,223</b>         | <b>3.3%</b>     |

**POSITIVE**

**WARNING**

**NEGATIVE**

= Positive variance or negative variance < 1% compared to forecast

= Negative variance of 1-5% compared to forecast

= Negative variance of >5% compared to forecast



## BUDGET SUMMARY OF ALL FUNDS

|                                 | <u>FY2023</u><br><u>Approved Budget</u> | <u>FY2023</u><br><u>Forecast YTD</u> | <u>FY2023</u><br><u>Actual YTD</u> | <u>Variance</u> |
|---------------------------------|---|--------------------------------------|------------------------------------|-----------------|
| <b><u>Expense:</u></b>          |   |                                      |                                    |                 |
| General                         | \$ 20,108,075                           | \$ 15,489,900                        | \$ 15,062,152                      | -2.8%           |
| Designated                      | 323,780                                 | 51,500                               | 50,722                             | -1.5%           |
| General Fund One-time           | 456,200                                 | 194,090                              | 188,786                            | -2.7%           |
| Street Maintenance              | 807,927                                 | 75,000                               | 75,411                             | 0.5%            |
| Debt Service                    | 3,850,699                               | 688,105                              | 688,320                            | 0.0%            |
| General Gov't Projects          | 3,152,000                               | 118,500                              | 112,417                            | -5.1%           |
| Water/Wastewater                | 8,689,225                               | 6,642,860                            | 6,595,464                          | -0.7%           |
| Water/Wastewater Debt           | 4,457,069                               | 1,073,896                            | 1,075,510                          | 0.2%            |
| Water/Wastewater Capital Proj.  | 1,287,631                               | 465,500                              | 394,707                            | -15.2%          |
| Revenue Bond, Series 2020       | 156,919                                 | 100,000                              | 97,239                             | -2.8%           |
| CO, Series 2021                 | 20,450,575                              | 16,870,809                           | 16,934,909                         | 0.4%            |
| CO, Series 2023                 | 25,600,000                              | 2,960,000                            | 2,907,218                          | -1.8%           |
| Impact Fees                     | 7,884,300                               | 607,250                              | 606,424                            | -0.1%           |
| Vehicle & Equipment Replacement | 1,678,763                               | 1,678,763                            | 1,273,189                          | -24.2%          |
| Electric                        | 8,325,435                               | 5,651,822                            | 5,639,503                          | -0.2%           |
| HOT Tax Fund                    | 3,899,827                               | 3,604,230                            | 3,355,597                          | -6.9%           |
| Library Board                   | 49,000                                  | 34,500                               | 26,010                             | -24.6%          |
| Cemetery                        | 217,901                                 | 172,426                              | 109,085                            | -36.7%          |
| Hunter's Crossing PID           | 552,405                                 | 522,279                              | 472,398                            | -9.6%           |
| CO, Series 2013                 | 210,791                                 | 84,300                               | 58,519                             | -30.6%          |
| CO, Series 2018                 | 461,631                                 | 40,000                               | 39,171                             | -2.1%           |
| Limited Tax Note, Series 2020   | 149,948                                 | 153,000                              | 152,971                            | 0.0%            |
| America Rescue Plan             | 2,156,205                               | -                                    | -                                  | 0.0%            |
| CO, Series 2022                 | 3,599,999                               | 21,000                               | 20,914                             | -0.4%           |
| CO, Series 2023                 | 13,107,779                              | 108,000                              | 107,779                            | -0.2%           |
| Grant Fund                      | 4,665,330                               | 650,000                              | 643,927                            | -0.9%           |

|          |
|----------|
| POSITIVE |
| WARNING  |
| NEGATIVE |

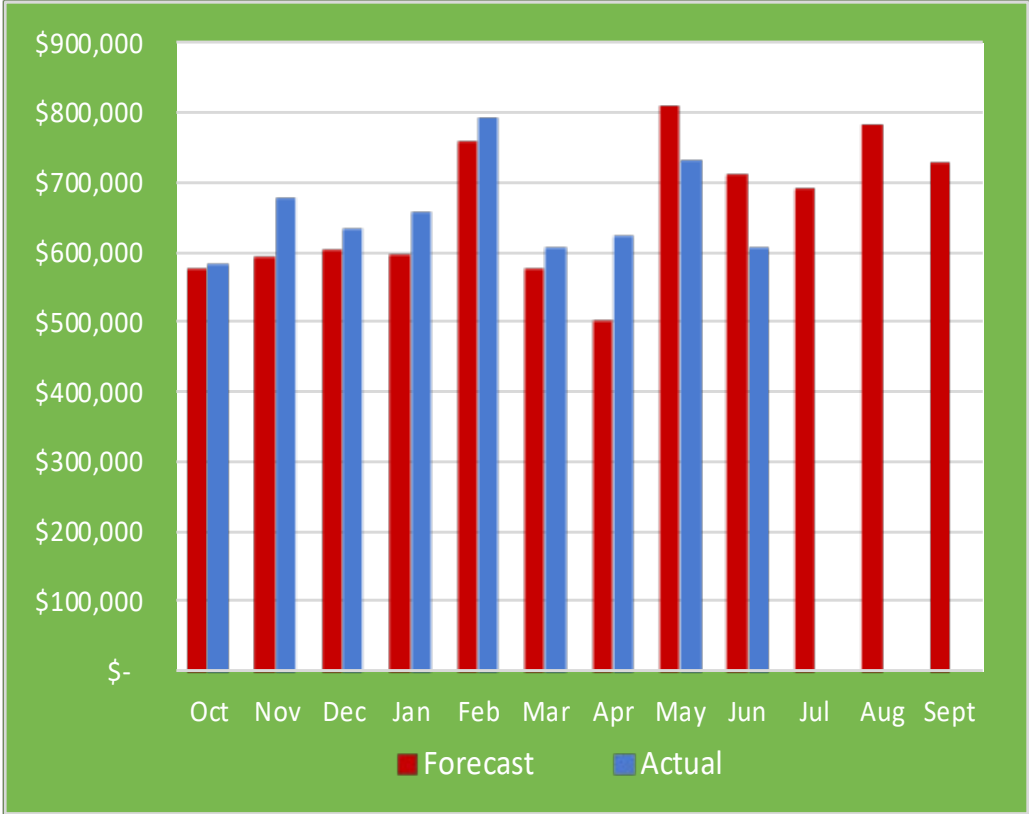
= Positive variance or negative variance < 1% compared to forecast  
 = Negative variance of 1-5% compared to forecast  
 = Negative variance of >5% compared to forecast

# COMPREHENSIVE MONTHLY FINANCIAL REPORT – June 2023

## REVENUE ANALYSIS

# SALES TAX REVENUE

| <u>Month</u>        | <u>FY2023 Forecast</u> | <u>FY2023 Actual</u> | <u>Monthly Variance</u> |
|---------------------|------------------------|----------------------|-------------------------|
| Oct                 | \$ 574,991             | \$ 580,268           | \$ 5,277                |
| Nov                 | 591,072                | 675,521              | \$ 84,449               |
| Dec                 | 600,053                | 632,136              | \$ 32,083               |
| Jan                 | 592,432                | 655,945              | \$ 63,513               |
| Feb                 | 755,152                | 787,504              | \$ 32,352               |
| Mar                 | 574,974                | 604,626              | \$ 29,652               |
| Apr                 | 500,630                | 620,519              | \$ 119,889              |
| May                 | 805,119                | 727,135              | \$ (77,984)             |
| Jun                 | 707,365                | 603,389              | \$ (103,976)            |
| Jul                 | 688,127                |                      | \$ -                    |
| Aug                 | 778,750                |                      | \$ -                    |
| Sept                | 724,050                |                      | \$ -                    |
| <b>Total</b>        | <b>\$ 7,892,715</b>    | <b>\$ 5,887,043</b>  | <b>\$ 185,255</b>       |
| Cumulative Forecast | \$ 5,701,788           |                      |                         |
| Actual to Forecast  | \$ 185,255             | 3.2%                 |                         |

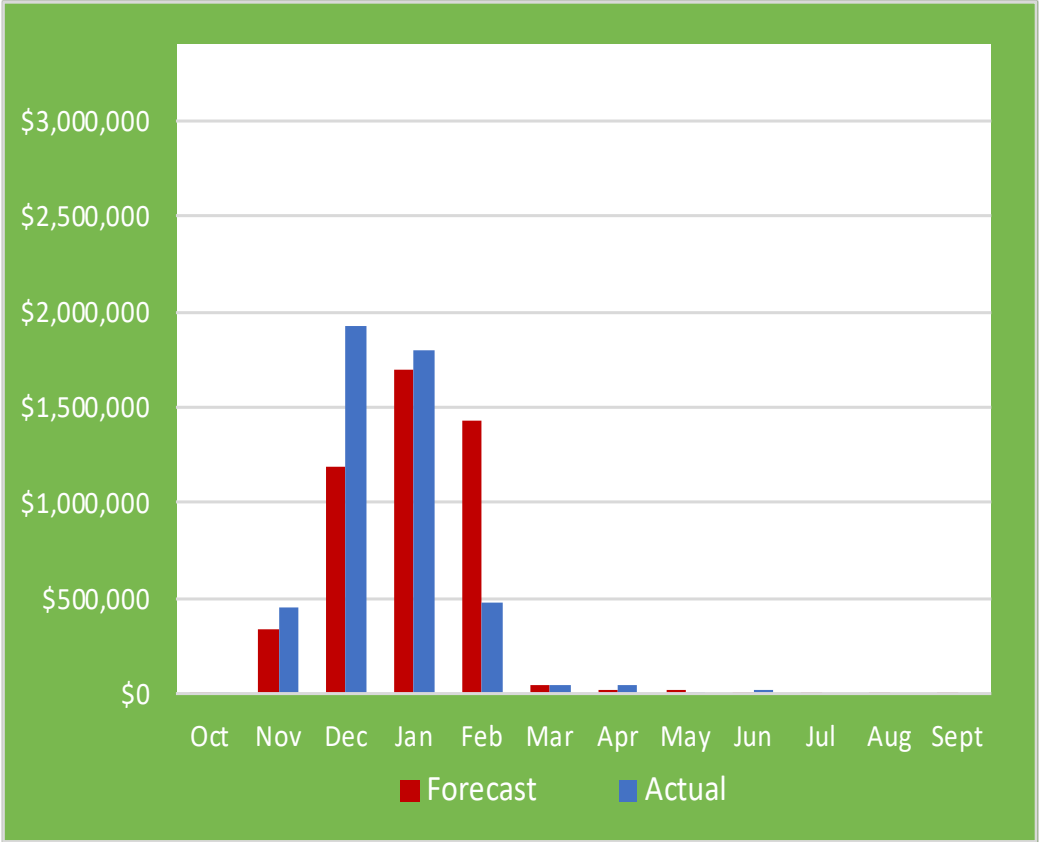


POSITIVE

Sales Tax is 46% 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 3% greater than forecasted. This is down from 9% in previous months.

# PROPERTY TAX REVENUE

| <u>Month</u>        | <u>FY2023 Forecast</u> | <u>FY2023 Actual</u> | <u>Monthly Variance</u> |
|---------------------|------------------------|----------------------|-------------------------|
| Oct                 | \$ 10,451              | \$ 13,108            | \$ 2,657                |
| Nov                 | 334,933                | 453,349              | \$ 118,416              |
| Dec                 | 1,196,190              | 1,924,618            | \$ 728,428              |
| Jan                 | 1,692,354              | 1,803,389            | \$ 111,035              |
| Feb                 | 1,435,428              | 479,900              | \$ (955,528)            |
| Mar                 | 47,848                 | 52,932               | \$ 5,084                |
| Apr                 | 19,139                 | 46,816               | \$ 27,677               |
| May                 | 19,138                 | 9,645                | \$ (9,493)              |
| Jun                 | 9,570                  | 24,271               | \$ 14,701               |
| Jul                 | 9,570                  |                      |                         |
| Aug                 | 9,570                  |                      |                         |
| Sept                | 570                    |                      |                         |
| <b>Total</b>        | <b>\$ 4,784,761</b>    | <b>\$ 4,808,028</b>  | <b>\$ 42,977</b>        |
| Cumulative Forecast | \$ 4,765,051           |                      |                         |
| Actual to Forecast  | \$ 42,977              | 0.90%                |                         |

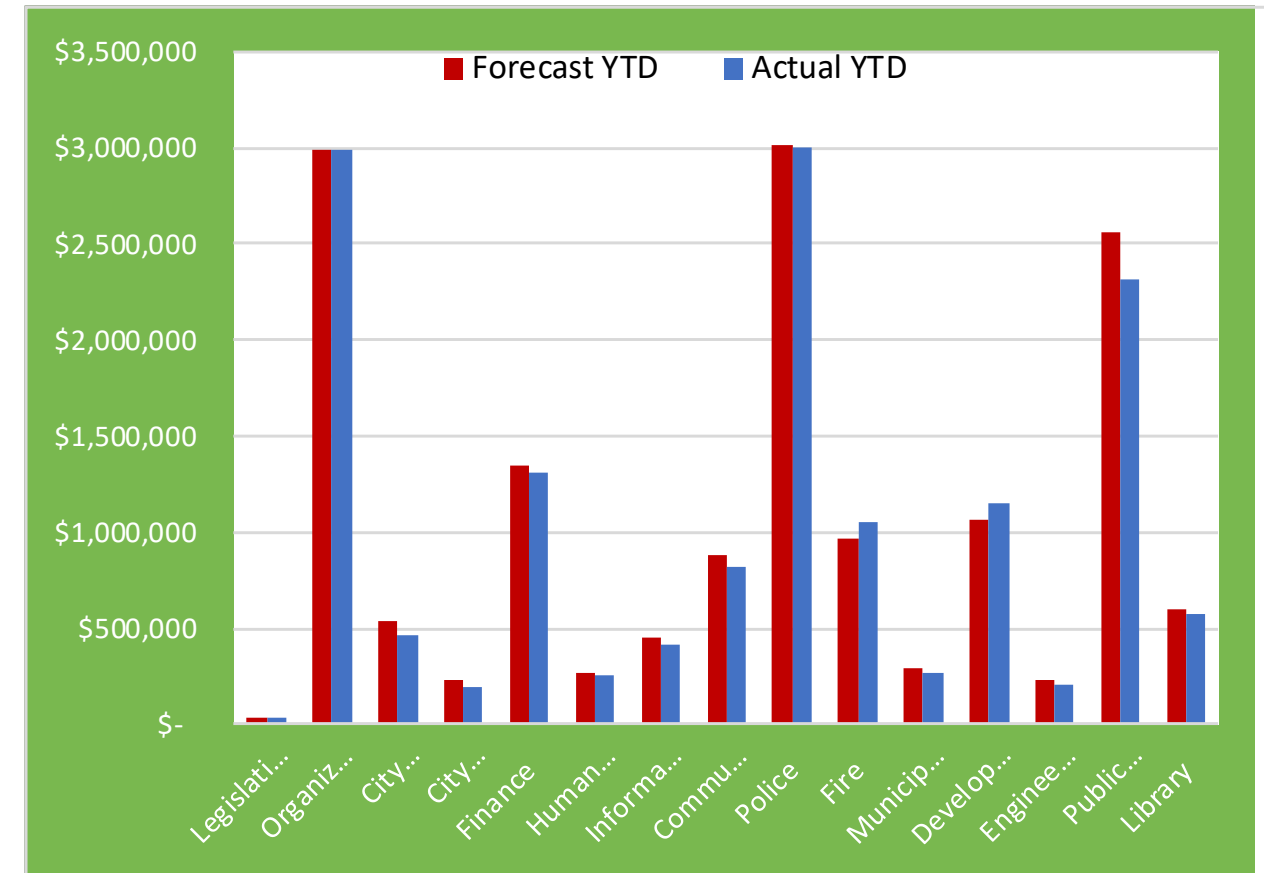


POSITIVE

Property tax represents 29% of the total General Fund revenue budget. As you can see from the forecast, they are generally collected from December to February. The actual has exceeded forecast by .9%.

## GENERAL FUND EXPENDITURES BY DEPT.

| Division               | FY2023<br>Forecast YTD | FY2023<br>Actual YTD | Variance            |
|------------------------|------------------------|----------------------|---------------------|
| Legislative            | \$ 40,911              | \$ 36,418            | \$ (4,493)          |
| Organizational         | 2,992,751              | 2,989,908            | \$ (2,843)          |
| City Manager           | 541,895                | 465,858              | \$ (76,037)         |
| City Secretary         | 234,876                | 199,484              | \$ (35,392)         |
| Finance                | 1,352,628              | 1,312,800            | \$ (39,828)         |
| Human Resources        | 263,278                | 260,957              | \$ (2,321)          |
| Information Technology | 451,711                | 412,255              | \$ (39,456)         |
| Community Engagemen    | 877,392                | 820,916              | \$ (56,476)         |
| Police                 | 3,008,196              | 3,000,252            | \$ (7,944)          |
| Fire                   | 972,204                | 1,049,067            | \$ 76,863           |
| Municipal Court        | 295,653                | 262,539              | \$ (33,114)         |
| Development Services   | 1,061,642              | 1,153,948            | \$ 92,306           |
| Engineering            | 232,235                | 207,842              | \$ (24,393)         |
| Public Works           | 2,561,101              | 2,318,985            | \$ (242,116)        |
| Library                | 603,427                | 570,923              | \$ (32,504)         |
| <b>Total</b>           | <b>\$ 15,489,900</b>   | <b>\$ 15,062,152</b> | <b>\$ (427,748)</b> |



Actual to Forecast

97.2%

POSITIVE

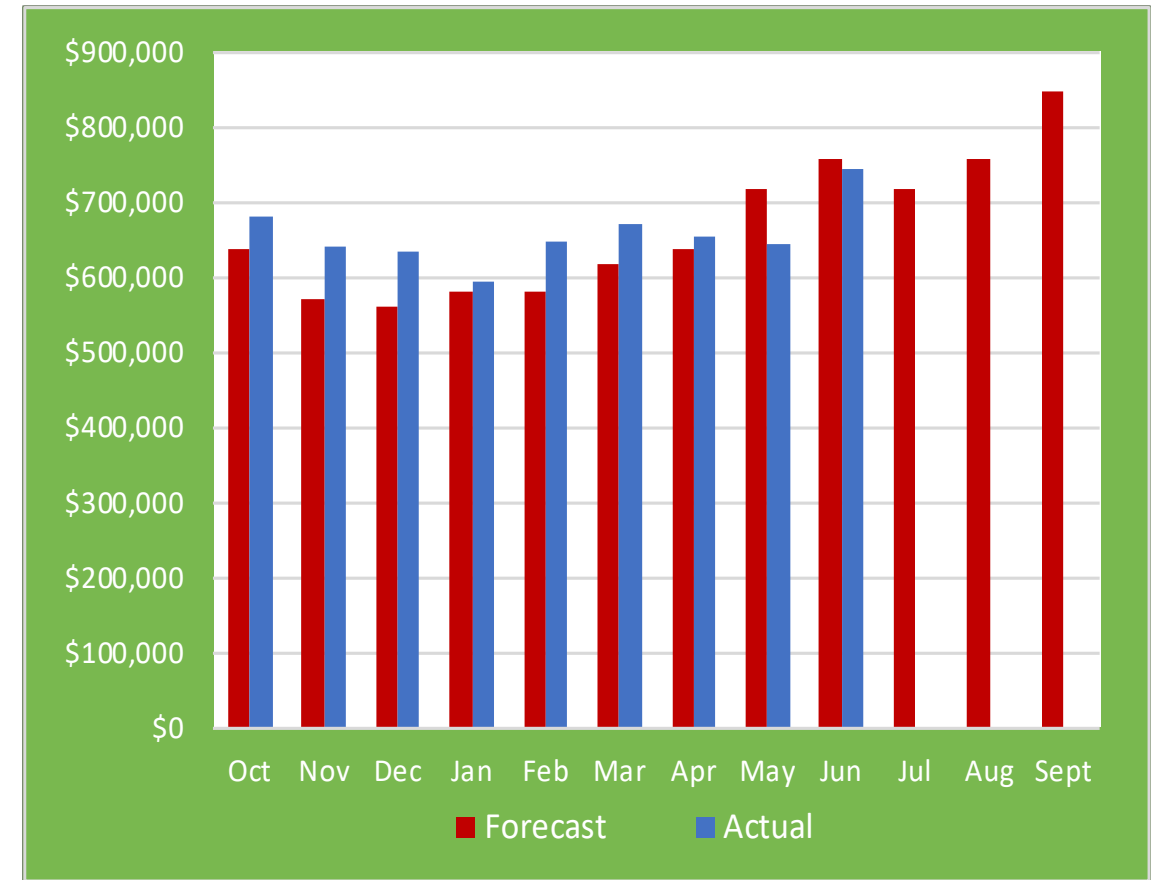
This page compares forecast to actual by department within the General Fund. YTD the actual is 97% of forecast. The variance in Fire is due to overtime expense that was underprojected in the budget amount. The variance in Development Services is from the new staffing structure. Both of these variances will be reconciled with a budget amendment before fiscal year end.

# COMPREHENSIVE MONTHLY FINANCIAL REPORT – June 2023

## REVENUE ANALYSIS

# WATER/WASTEWATER REVENUE

| Month               | FY2023<br>Forecast  | FY2023<br>Actual    | Monthly<br>Variance |
|---------------------|---------------------|---------------------|---------------------|
| Oct                 | \$ 638,316          | \$ 681,114          | \$ 42,798           |
| Nov                 | 569,347             | 638,648             | \$ 69,301           |
| Dec                 | 560,114             | 633,214             | \$ 73,100           |
| Jan                 | 580,619             | 592,464             | \$ 11,845           |
| Feb                 | 579,347             | 648,152             | \$ 68,805           |
| Mar                 | 617,812             | 671,390             | \$ 53,578           |
| Apr                 | 638,316             | 651,953             | \$ 13,637           |
| May                 | 717,790             | 642,389             | \$ (75,401)         |
| Jun                 | 757,527             | 743,162             | \$ (14,365)         |
| Jul                 | 716,518             |                     |                     |
| Aug                 | 756,255             |                     |                     |
| Sept                | 845,729             |                     |                     |
| <b>Total</b>        | <b>\$ 7,977,690</b> | <b>\$ 5,902,486</b> | <b>\$ 243,298</b>   |
| Cumulative Forecast | \$ 5,659,188        |                     |                     |
| Actual to Forecast  | \$ 243,298          | 4.30%               |                     |



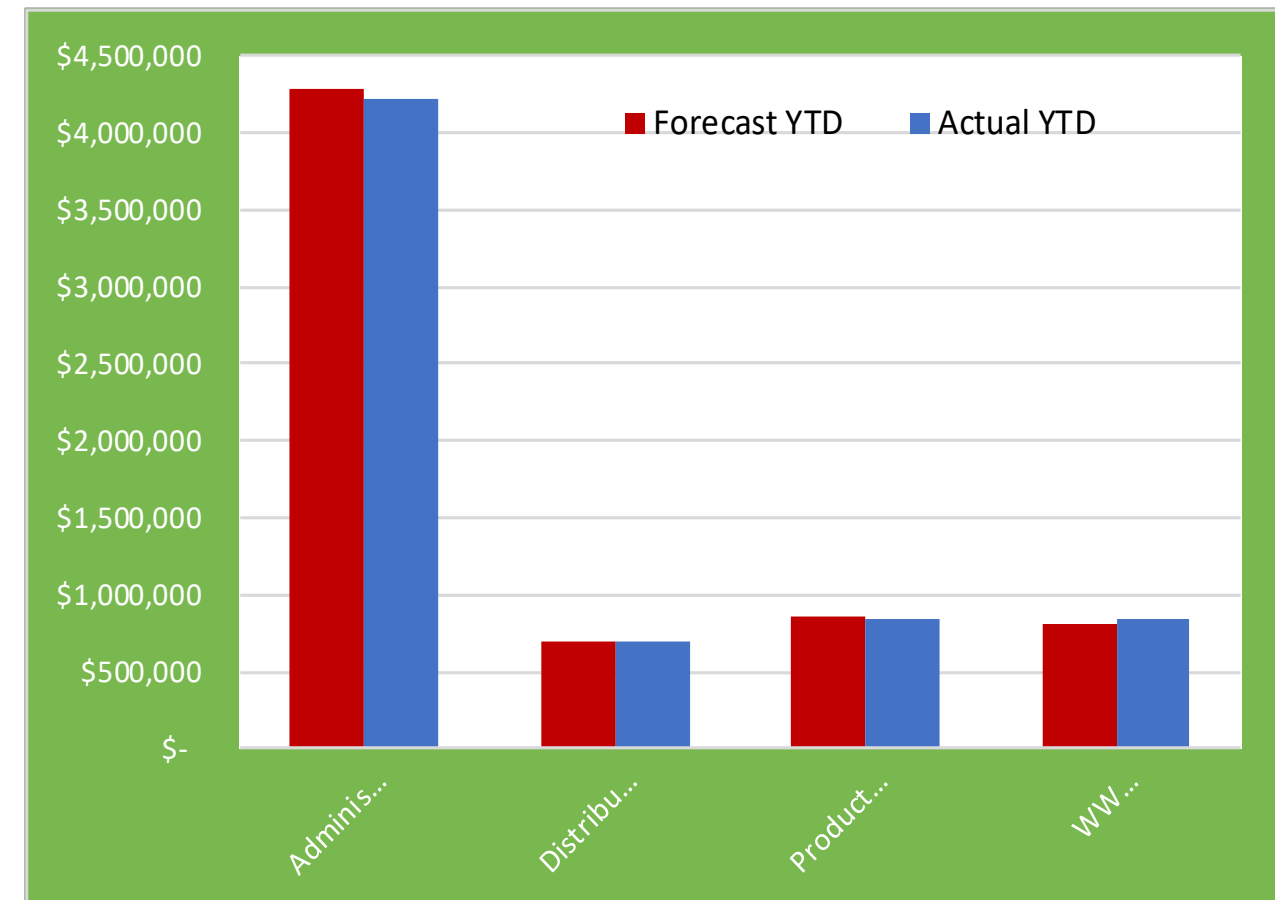
POSITIVE

The water and wastewater actual revenue is higher than forecast by 4.3%. There were 6 new meters set this month, all residential.

EXPENSE ANALYSIS

# WATER/WASTEWATER EXPENDITURES BY DIVISION

| <u>Division</u>         | <u>FY2023<br/>Forecast YTD</u> | <u>FY2023<br/>Actual YTD</u> | <u>Variance</u>           |
|-------------------------|--------------------------------|------------------------------|---------------------------|
| Administration          | \$ 4,278,565                   | \$ 4,213,849                 | \$ (64,716)               |
| Distribution/Collection | 689,649                        | 699,955                      | \$ 10,306                 |
| Production/Treatment    | 863,630                        | 838,790                      | \$ (24,840)               |
| WW Treatment Plant      | <u>811,016</u>                 | <u>842,871</u>               | <u>\$ 31,855</u>          |
| <br>                    |                                |                              |                           |
| <b>Total</b>            | <b><u>\$ 6,642,860</u></b>     | <b><u>\$ 6,595,465</u></b>   | <b><u>\$ (47,395)</u></b> |
| <br>                    |                                |                              |                           |
| Actual to Forecast      |                                | 99.3%                        |                           |



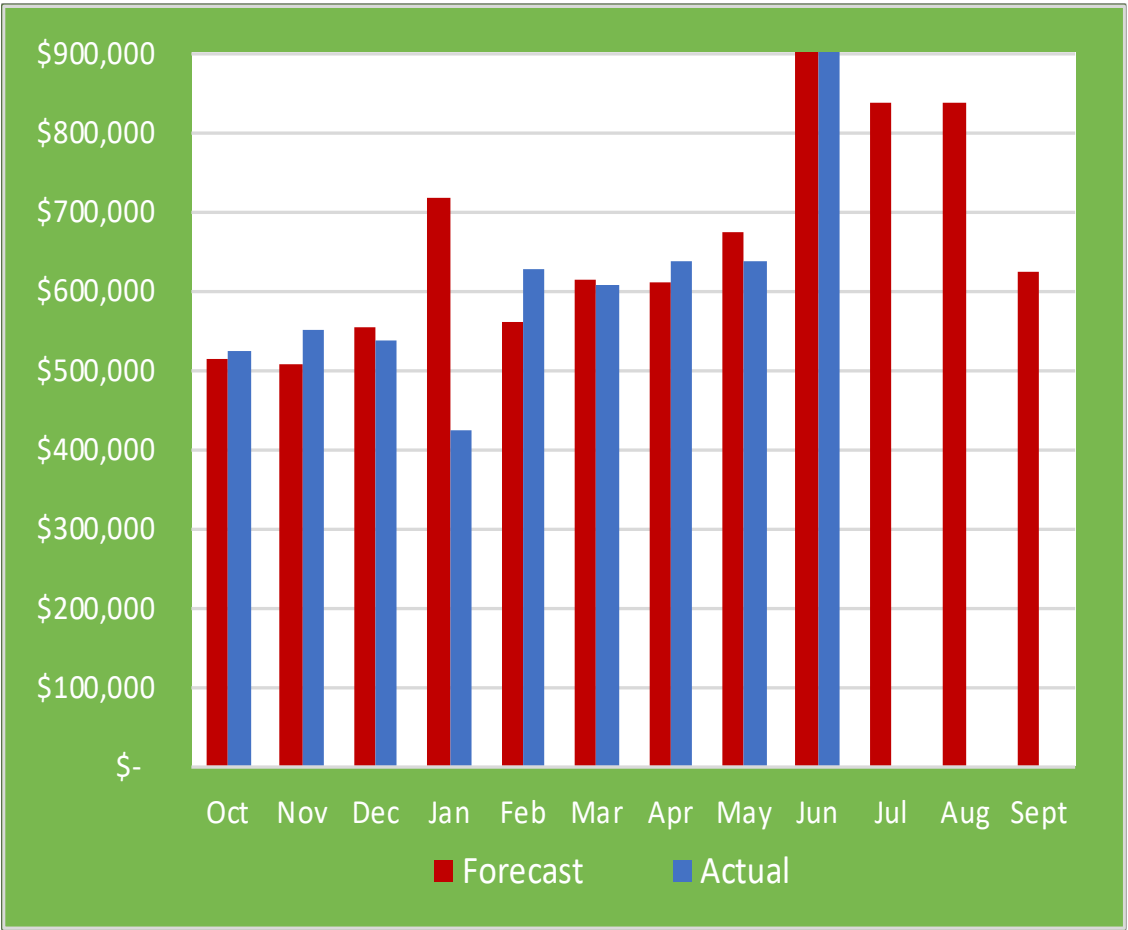
POSITIVE

This page compares actual to forecast by the divisions within the Water/Wastewater department. The actual is over 99% of forecast.

REVENUE ANALYSIS

ELECTRIC FUND REVENUE

| Month               | FY2023 Forecast     | FY2023 Actual       | Monthly Variance   |
|---------------------|---------------------|---------------------|--------------------|
| Oct                 | \$ 514,921          | \$ 525,195          | \$ 10,274          |
| Nov                 | 507,248             | 549,744             | \$ 42,496          |
| Dec                 | 554,146             | 537,080             | \$ (17,066)        |
| Jan                 | 716,092             | 422,138             | \$ (293,954)       |
| Feb                 | 559,213             | 625,515             | \$ 66,302          |
| Mar                 | 614,775             | 607,100             | \$ (7,675)         |
| Apr                 | 609,437             | 635,634             | \$ 26,197          |
| May                 | 673,509             | 635,450             | \$ (38,059)        |
| Jun                 | 912,677             | 1,086,044           | \$ 173,367         |
| Jul                 | 837,438             |                     |                    |
| Aug                 | 837,053             |                     |                    |
| Sept                | 622,732             |                     |                    |
| <b>Total</b>        | <b>\$ 7,959,241</b> | <b>\$ 5,623,900</b> | <b>\$ (38,118)</b> |
| Cumulative Forecast | \$ 5,662,018        |                     |                    |
| Actual to Forecast  | \$ (38,118)         | -0.67%              |                    |



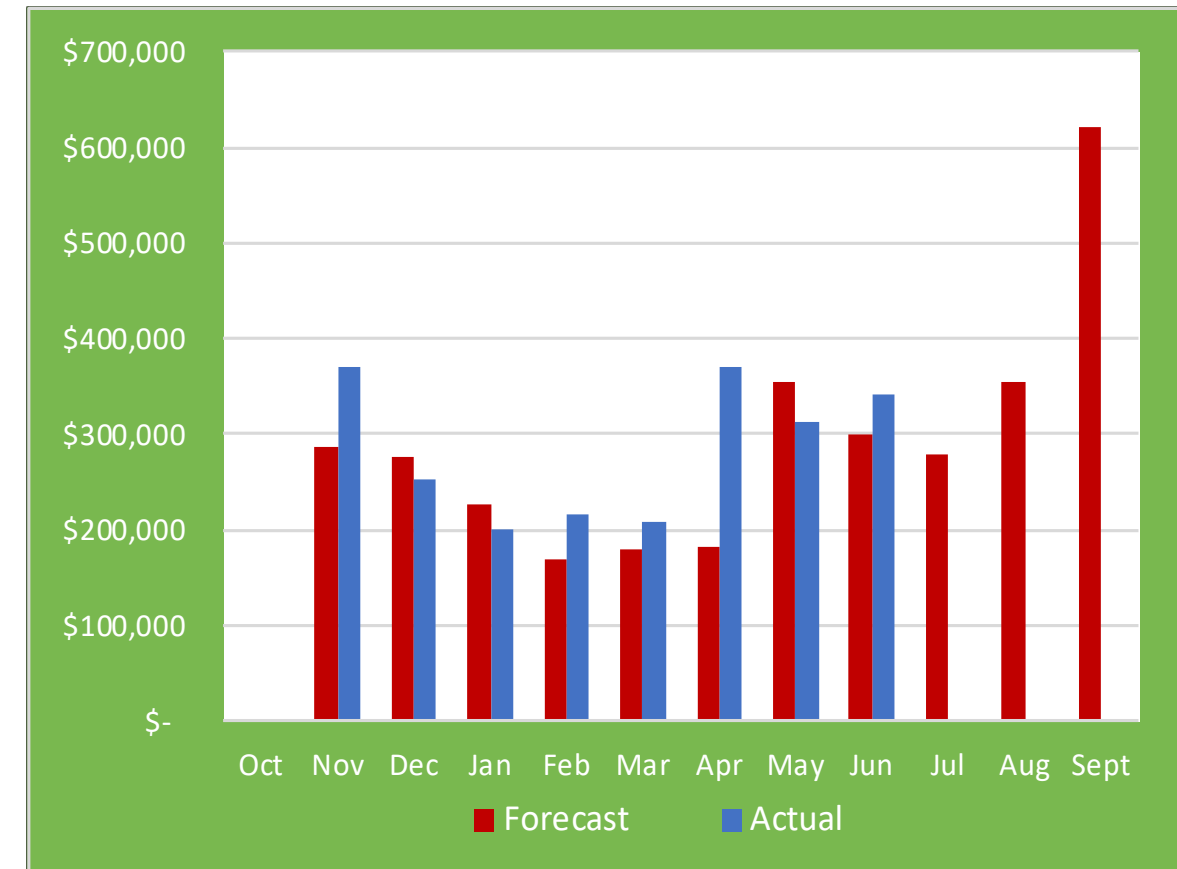
**POSITIVE**

The Electric utility revenue is .7% below forecasted revenue. There was 0 new meters set this month. The large variance for January is related to lower consumption and less average billed days in the cycle.

REVENUE ANALYSIS

# HOTEL OCCUPANCY TAX REVENUE

| <u>Month</u>         | <u>FY2023 Forecast</u> | <u>FY2023 Actual</u> | <u>Monthly Variance</u> |
|----------------------|------------------------|----------------------|-------------------------|
| Oct                  | \$ -                   | \$ -                 | \$ -                    |
| Nov                  | 285,780                | 371,527              | \$ 85,747               |
| Dec                  | 277,089                | 252,705              | \$ (24,384)             |
| Jan                  | 227,137                | 199,512              | \$ (27,625)             |
| Feb                  | 169,292                | 216,718              | \$ 47,426               |
| Mar                  | 179,183                | 207,656              | \$ 28,473               |
| Apr                  | 181,880                | 369,223              | \$ 187,343              |
| May                  | 355,483                | 312,793              | \$ (42,690)             |
| Jun                  | 300,040                | 341,582              | \$ 41,542               |
| Jul                  | 279,956                |                      |                         |
| Aug                  | 354,982                |                      |                         |
| Sept                 | 622,176                |                      |                         |
| <b>Total</b>         | <b>\$ 3,232,998</b>    | <b>\$ 2,271,716</b>  | <b>\$ 295,832</b>       |
| Cumulative Forecast  | \$ 1,975,884           |                      |                         |
| Actual to Forecast % | \$ 295,832             | 15.0%                |                         |



**POSITIVE**

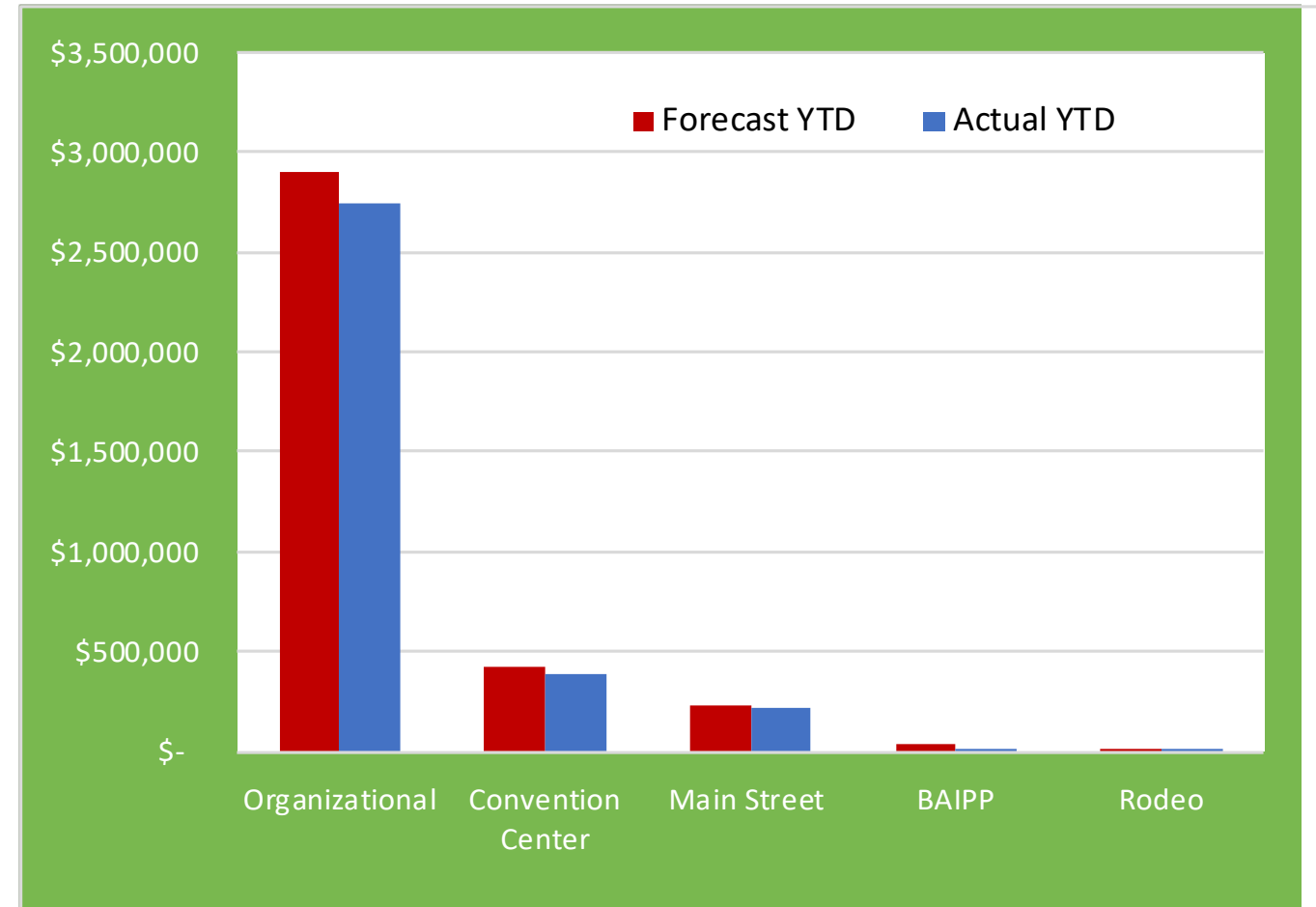
This report is based on a cash method. The revenue is received by the City the month after collection. The September forecast represents the true-up of receipts for August and September. Actual is 15% over forecast.



EXPENSE ANALYSIS

# HOTEL OCCUPANCY TAX EXPENDITURES BY DIVISION

| <u>Division</u>    | FY2023<br><u>Forecast YTD</u> | FY2023<br><u>Actual YTD</u> | <u>Variance</u>            |
|--------------------|-------------------------------|-----------------------------|----------------------------|
| Organizational     | \$ 2,903,379                  | \$ 2,742,573                | \$ (160,806)               |
| Convention Center  | 421,742                       | 382,601                     | \$ (39,141)                |
| Main Street        | 235,460                       | 212,339                     | \$ (23,121)                |
| BAIPP              | 41,250                        | 15,883                      | \$ (25,367)                |
| Rodeo              | <u>2,400</u>                  | <u>2,200</u>                | \$ (200)                   |
| <b>Total</b>       | <b><u>\$ 3,604,231</u></b>    | <b><u>\$ 3,355,596</u></b>  | <b><u>\$ (248,635)</u></b> |
| Actual to Forecast |                               | 93.1%                       |                            |



POSITIVE

This compares actual to forecast for each division located in the Hotel Occupancy Tax Fund. YTD is reporting actual at almost 93% of forecast.

# Legal fees by Attorney/Category

## COMPREHENSIVE MONTHLY FINANCIAL REPORT – June 2023

| FIRM  | CASE                         | FY20-21           | FY21-22           | FY22-23           |
|---|------------------------------|-------------------|-------------------|-------------------|
| <b>BUNDREN</b>                                  |                              |                   |                   |                   |
|   | Pine Forest Interlocal       | \$ 944            | \$ 8,946          | \$ -              |
| <b>BOJORQUEZ</b>                                |                              |                   |                   |                   |
|   | General Legal                | \$ 166,756        | \$ 275,339        | \$ 162,066        |
|   | NEU Review                   | \$ 8,493          | \$ -              | \$ -              |
|   | Bastrop 552                  | \$ 2,810          | \$ 6,571          | \$ 476            |
|   | Crouch Suit                  | \$ -              | \$ 12,006         | \$ -              |
|   | Cox Suit                     | \$ -              | \$ 11,122         | \$ -              |
|   | COVID-19                     | \$ 186            | \$ -              | \$ -              |
|   | Pine Forest Interlocal       | \$ -              | \$ 3,710          | \$ 396            |
|   | Prosecutor (Municipal Court) | \$ 16,331         | \$ 21,783         | \$ 17,584         |
|   | Water/WW                     | \$ 96,362         | \$ 67,910         | \$ 118,453        |
|   | Valverde                     | \$ -              | \$ -              | \$ 1,771          |
| <b>HYDE KELLEY LLP</b>                          |                              |                   |                   |                   |
|   | Hunter's Crossing PID        | \$ 10,466         | \$ 3,638          | \$ 3,561          |
| <b>MULTIPLE FIRMS</b>                           |                              |                   |                   |                   |
|   | WWW Contract reviews         | \$ 1,425          | \$ 17,836         | \$ 11,774         |
|   | Crouch Suit                  | \$ -              | \$ 11,896         | \$ -              |
|   | Cox Suit                     | \$ -              | \$ 11,994         | \$ -              |
| <b>TAYLOR, OLSON, ADKINS, SRALLA &amp; ELAM</b> |                              |                   |                   |                   |
|   | 71 Bastrop & MC Bastrop 71   | \$ 7,333          | \$ 18,967         | \$ 63             |
|   |                              | <b>\$ 311,106</b> | <b>\$ 471,716</b> | <b>\$ 316,144</b> |

### SUMMARY OF CASE/TYPE

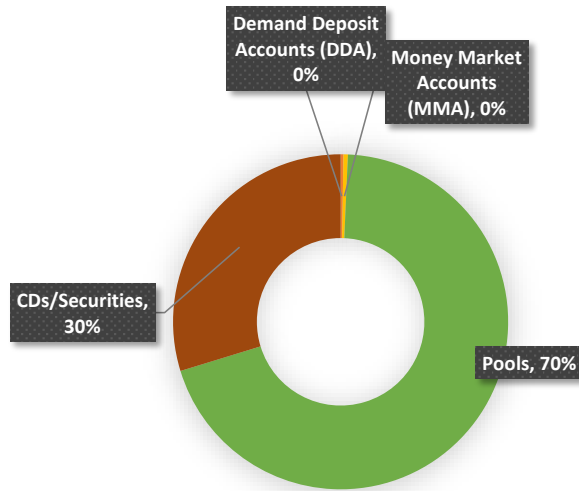
| Row Labels                   | Sum of FY20-21 | Sum of FY21-22 | Sum of FY22-23 |
|------------------------------|----------------|----------------|----------------|
| 71 Bastrop & MC Bastrop 71   | 7,333          | 18,967         | 63             |
| Bastrop 552                  | 2,810          | 6,571          | 476            |
| COVID-19                     | 186            | -              | -              |
| Cox Suit                     | -              | 23,116         | -              |
| Crouch Suit                  | -              | 23,901         | -              |
| General Legal                | 166,756        | 275,339        | 162,066        |
| Hunter's Crossing PID        | 10,466         | 3,638          | 3,561          |
| NEU Review                   | 8,493          | -              | -              |
| Pine Forest Interlocal       | 944            | 12,656         | 396            |
| Prosecutor (Municipal Court) | 16,331         | 21,783         | 17,584         |
| Valverde                     | -              | -              | 1,771          |
| W/WW Contract reviews        | 1,425          | 17,836         | 11,774         |
| Water/WW                     | 96,362         | 67,910         | 118,453        |
| <b>Grand Total</b>           | <b>311,106</b> | <b>471,716</b> | <b>316,144</b> |

**City of Bastrop**  
**Quarterly Investment Report**  
**Portfolio Summary**  
**period ending June 30, 2023**

| Investments Description       | March 31, 2023       |                      | June 30, 2023        |                      | QTD                         | YTD                 | Weighted Average Maturity |
|-------------------------------|----------------------|----------------------|----------------------|----------------------|-----------------------------|---------------------|---------------------------|
|                               | Book Value           | Market Value         | Book Value           | Market Value         | Interest Earned             | Interest Earned     |                           |
| Demand Deposit Accounts (DDA) | \$ 550,459           | \$ 550,459           | \$ 250,378           | \$ 250,378           | \$ 11,713                   | \$ 32,888           | 0.00                      |
| Money Market Accounts (MMA)   | \$ 551,843           | \$ 551,843           | \$ 384,498           | \$ 384,498           | \$ 2,096                    | \$ 2,667            | 0.00                      |
| Pools                         | \$ 71,475,175        | \$ 71,475,175        | \$ 63,246,044        | \$ 63,246,044        | \$ 239,620                  | \$ 870,499          | 0.70                      |
| CDs/Securities                | \$ 25,814,480        | \$ 25,130,646        | \$ 27,041,186        | \$ 26,340,699        | \$ 152,558                  | \$ 307,081          | 67.87                     |
| <b>Total Investments</b>      | <b>\$ 98,391,956</b> | <b>\$ 97,708,123</b> | <b>\$ 90,922,105</b> | <b>\$ 90,221,618</b> | <b>\$ 405,988</b>           | <b>\$ 1,213,135</b> | <b>68.57</b>              |
|                               |                      |                      |                      |                      | <b>Rate of Return 1.33%</b> |                     |                           |

*(this rate of return was 0.79% same time last year)*

Policy states at least 10% of the portfolio should be in highly liquid securities we have 74%.



*The investment portfolio of the City of Bastrop is in compliance with the Public Investment Act and the Investment Policy and Strategies.*

Prepared by:

***Tracy Waldron***

Tracy Waldron, Chief Financial Officer

**City of Bastrop**  
**Detail of Investment Holdings**  
**period ending June 30, 2023**

**Item 7B.**

| Type   | BANK/<br>BROKER | CUSIP #/<br>Account # | YIELD | MATURITY<br>DATE | March 31, 2023<br>Book Value | Purchase/<br>Adjustments | Sales/Adjust/<br>Call/Maturity | June 30, 2023<br>Book Value | June 30, 2023<br>Market Value |
|--------|-----------------|-----------------------|-------|------------------|------------------------------|--------------------------|--------------------------------|-----------------------------|-------------------------------|
| MMA    | FNB-Pooled Cash |                       |       |                  | \$ 550,459                   |                          |                                | \$ 250,378                  | \$ 250,378                    |
| MMA    | FNB-Well Escrow |                       |       |                  | \$ 250,590                   |                          |                                | \$ 250,903                  | \$ 250,903                    |
| MMA    | FNC-Dreyfus     |                       |       |                  | \$ 288,106                   |                          |                                | \$ 32,359                   | \$ 32,359                     |
| MMA    | MBS             |                       |       |                  | \$ 1,623                     |                          |                                | \$ 98,823                   | \$ 98,823                     |
| MMA    | FNC-Cem         |                       |       |                  | \$ 11,524                    |                          |                                | \$ 2,413                    | \$ 2,413                      |
| Pools  | Texpool         |                       |       |                  | \$ 747,673                   |                          |                                | \$ 756,943                  | \$ 756,943                    |
| Pools  | TX Class        |                       |       |                  | \$ 12,293,056                |                          |                                | \$ 10,292,969               | \$ 10,292,969                 |
| Pools  | Texas Range     |                       |       |                  | \$ 58,434,446                |                          |                                | \$ 52,196,132               | \$ 52,196,132                 |
| Agency | IFCMT           | 45950VQE9             | 0.43% | 9/10/2024        | \$ 275,146                   |                          |                                | \$ 275,146                  | \$ 258,616                    |
| Agency | MBS             | 797010MW2             | 0.35% | 10/1/2023        | \$ 402,168                   |                          |                                | \$ 402,168                  | \$ 395,008                    |
| Agency | MBS             | 13005FBY9             | 0.40% | 10/1/2023        | \$ 208,837                   |                          |                                | \$ 208,837                  | \$ 190,220                    |
| Agency | MBS             | 880064G79             | 0.50% | 8/1/2023         | \$ 15,472                    |                          |                                | \$ 15,472                   | \$ 14,979                     |
| Agency | MBS             | 7742857L8             | 0.68% | 2/15/2024        | \$ 189,746                   |                          |                                | \$ 189,746                  | \$ 173,504                    |
| Agency | MBS             | 63540QAC1             | 0.90% | 11/1/2024        | \$ 150,519                   |                          |                                | \$ 150,519                  | \$ 140,802                    |
| Agency | MBS             | 91282CDR9             | 0.75% | 12/31/2023       | \$ 180,026                   |                          |                                | \$ 180,026                  | \$ 175,979                    |
| Agency | MBS             | 9128283P3             | 1.21% | 2/28/2025        | \$ 250,377                   |                          |                                | \$ 250,377                  | \$ 335,069                    |
| Agency | MBS             | 912828ZC7             | 1.28% | 12/31/2024       | \$ 360,246                   |                          |                                | \$ 360,246                  | \$ 234,298                    |
| CD     | FNC             | 340569HB1             | 0.30% | 9/28/2023        | \$ 249,000                   |                          |                                | \$ 249,000                  | \$ 245,982                    |
| CD     | FNC             | 90352RBE4             | 0.30% | 9/29/2023        | \$ 249,000                   |                          |                                | \$ 249,000                  | \$ 245,895                    |
| CD     | FNC             | 69506YRZ4             | 0.30% | 10/2/2023        | \$ 249,000                   |                          |                                | \$ 249,000                  | \$ 245,813                    |
| CD     | FNC             | 559582AM3             | 0.30% | 10/30/2023       | \$ 249,000                   |                          |                                | \$ 249,000                  | \$ 244,862                    |
| CD     | FNC             | 31962PAB1             | 0.30% | 11/13/2023       | \$ 249,000                   |                          |                                | \$ 249,000                  | \$ 244,456                    |
| CD     | MBS             | 05580AYD0             | 0.30% | 12/18/2023       | \$ 245,000                   |                          |                                | \$ 245,000                  | \$ 239,323                    |
| CD     | FNC             | 549104VT1             | 0.20% | 1/22/2024        | \$ 249,000                   |                          |                                | \$ 249,000                  | \$ 242,050                    |
| CD     | FNC             | 178581AB0             | 0.15% | 1/29/2024        | \$ 249,000                   |                          |                                | \$ 249,000                  | \$ 241,911                    |
| CD     | MBS             | 90352RBN4             | 0.25% | 1/26/2024        | \$ 245,000                   |                          |                                | \$ 245,000                  | \$ 238,020                    |
| CD     | MBS             | 17312QL98             | 0.33% | 5/23/2023        | \$ 80,403                    |                          |                                | \$ -                        | \$ -                          |
| CD     | MBS             | 17312QP52             | 0.29% | 7/13/2023        | \$ 118,238                   |                          |                                | \$ 118,238                  | \$ 109,921                    |
| CD     | MBS             | 254673RV0             | 0.32% | 7/25/2023        | \$ 115,990                   |                          |                                | \$ 115,990                  | \$ 107,852                    |
| CD     | MBS             | 38148PT98             | 0.32% | 8/8/2023         | \$ 126,693                   |                          |                                | \$ 126,693                  | \$ 115,756                    |
| CD     | MBS             | 58733AEW5             | 0.24% | 4/24/2023        | \$ 83,891                    |                          |                                | \$ -                        | \$ -                          |
| CD     | FNC             | 45581ECF6             | 0.25% | 2/12/2024        | \$ 249,000                   |                          | \$ 83,891                      | \$ 249,000                  | \$ 241,398                    |
| CD     | FNC             | 82669LJS3             | 0.25% | 2/20/2024        | \$ 249,000                   |                          |                                | \$ 249,000                  | \$ 241,072                    |
| CD     | FNC             | 88283MBP8             | 0.25% | 2/22/2024        | \$ 249,000                   |                          |                                | \$ 249,000                  | \$ 241,002                    |
| CD     | MBS             | 88241TKB5             | 0.30% | 2/5/2024         | \$ 245,006                   |                          |                                | \$ 245,006                  | \$ 237,782                    |
| CD     | FNC             | 565819AB5             | 0.25% | 3/5/2024         | \$ 249,000                   |                          |                                | \$ 249,000                  | \$ 240,551                    |
| CD     | FNC             | 87164DSF8             | 0.30% | 3/11/2024        | \$ 249,000                   |                          |                                | \$ 249,000                  | \$ 240,452                    |
| CD     | MBS             | 31926GBF6             | 0.30% | 3/28/2024        | \$ 75,000                    |                          |                                | \$ 75,000                   | \$ 72,223                     |
| CD     | FNC             | 88413QCY2             | 0.35% | 4/5/2024         | \$ 249,000                   |                          |                                | \$ 249,000                  | \$ 239,712                    |
| CD     | FNC             | 8727OLDV2             | 0.40% | 4/9/2024         | \$ 249,000                   |                          |                                | \$ 249,000                  | \$ 239,663                    |
| CD     | FNC             | 27004PBJ1             | 0.20% | 4/28/2023        | \$ 249,000                   |                          |                                | \$ -                        | \$ -                          |
| CD     | FNC             | 13022LAA8             | 0.25% | 10/20/2023       | \$ 249,000                   |                          | \$ 249,000                     | \$ 249,000                  | \$ 245,150                    |
| CD     | FNC             | 52168UHS4             | 0.30% | 4/30/2024        | \$ 149,000                   |                          |                                | \$ 149,000                  | \$ 142,851                    |
| CD     | FNC             | 947547MY8             | 0.35% | 5/28/2024        | \$ 249,000                   |                          |                                | \$ 249,000                  | \$ 237,788                    |
| CD     | FNC             | 7954506Z3             | 0.55% | 7/8/2024         | \$ 249,041                   |                          |                                | \$ 249,041                  | \$ 236,951                    |
| CD     | FNC             | 59161YAK2             | 0.25% | 7/28/2023        | \$ 249,000                   |                          |                                | \$ 249,000                  | \$ 248,044                    |
| CD     | FNC             | 45780PAR6             | 0.50% | 7/29/2024        | \$ 249,000                   |                          |                                | \$ 249,000                  | \$ 236,025                    |
| CD     | FNC             | 89235MLF6             | 0.55% | 8/5/2024         | \$ 249,000                   |                          |                                | \$ 249,000                  | \$ 236,074                    |
| CD     | FNC             | 90348JS43             | 0.55% | 8/26/2024        | \$ 220,000                   |                          |                                | \$ 220,000                  | \$ 207,898                    |
| CD     | FNC             | 87165HD72             | 0.65% | 9/24/2024        | \$ 249,000                   |                          |                                | \$ 249,000                  | \$ 234,812                    |
| CD     | FNC             | 70962LAR3             | 0.55% | 9/30/2024        | \$ 249,000                   |                          |                                | \$ 249,000                  | \$ 234,239                    |
| CD     | MBS             | 61768U2F3             | 0.20% | 8/12/2024        | \$ 110,313                   |                          |                                | \$ 110,313                  | \$ 104,683                    |
| CD     | FNC             | 14042RPY1             | 0.70% | 11/18/2024       | \$ 248,024                   |                          |                                | \$ 248,024                  | \$ 232,386                    |
| CD     | FNC             | 14042TDV6             | 0.70% | 11/18/2024       | \$ 248,024                   |                          |                                | \$ 248,024                  | \$ 232,386                    |
| CD     | FNC             | 465076SW8             | 0.45% | 6/12/2023        | \$ 249,000                   |                          |                                | \$ -                        | \$ -                          |
| CD     | FNC             | 856285YV7             | 0.95% | 11/29/2024       | \$ 248,000                   |                          | \$ 249,000                     | \$ 248,000                  | \$ 232,899                    |
| CD     | FNC             | 38081GAL0             | 0.60% | 6/24/2024        | \$ 249,000                   |                          |                                | \$ 249,000                  | \$ 237,407                    |
| CD     | FNC             | 20825WAP5             | 0.95% | 12/23/2024       | \$ 249,000                   |                          |                                | \$ 249,000                  | \$ 233,059                    |
| CD     | MBS             | 47804GHK2             | 0.40% | 8/31/2023        | \$ 250,000                   |                          |                                | \$ 250,000                  | \$ 247,950                    |
| CD     | FNC             | 52603NAA9             | 0.70% | 1/26/2024        | \$ 125,000                   |                          |                                | \$ 125,000                  | \$ 121,739                    |
| CD     | FNC             | 48128WGC3             | 1.10% | 1/31/2025        | \$ 247,000                   |                          |                                | \$ 247,000                  | \$ 230,898                    |
| CD     | FNC             | 78658RHM6             | 2.00% | 3/24/2025        | \$ 247,027                   |                          |                                | \$ 247,027                  | \$ 233,091                    |
| CD     | FNC             | 02589ABV3             | 2.05% | 3/24/2025        | \$ 247,097                   |                          |                                | \$ 247,097                  | \$ 233,287                    |
| CD     | FNC             | 50625LAX1             | 2.15% | 9/30/2024        | \$ 249,000                   |                          |                                | \$ 249,000                  | \$ 239,020                    |
| CD     | FNC             | 67523TAM5             | 2.20% | 3/31/2025        | \$ 247,000                   |                          |                                | \$ 247,000                  | \$ 233,778                    |
| CD     | FNC             | 538036VM3             | 1.80% | 3/14/2025        | \$ 249,196                   |                          |                                | \$ 249,196                  | \$ -                          |
| CD     | MBS             | 39103QAN6             | 1.85% | 3/25/2025        | \$ 80,000                    |                          |                                | \$ 80,000                   | \$ -                          |
| CD     | FNC             | PER200JL4             | 2.15% | 4/7/2025         | \$ 100,000                   |                          |                                | \$ 100,000                  | \$ -                          |

City of Bastrop

Detail of Investment Holdings

period ending June 30, 2023

Item 7B.

| Type  | BANK/<br>BROKER | CUSIP #/<br>Account # | YIELD | MATURITY<br>DATE | March 31, 2023<br>Book Value | Purchase/<br>Adjustments | Sales/Adjust/<br>Call/Maturity | June 30, 2023<br>Book Value | June 30, 2023<br>Market Value |
|-------|-----------------|-----------------------|-------|------------------|------------------------------|--------------------------|--------------------------------|-----------------------------|-------------------------------|
| CD    | MBS             | 02007GQR7             | 2.95% | 5/5/2025         | \$ 210,000                   |                          | \$                             | 210,000                     | \$ 200,924                    |
| CD    | FNC             | 299547AZ2             | 2.25% | 6/21/2023        | \$ 186,000                   |                          | \$ 186,000                     | -                           | \$ -                          |
| CD    | FNC             | 61690UL65             | 2.95% | 6/9/2025         | \$ 245,000                   |                          | \$                             | 245,000                     | \$ 233,921                    |
| CD    | FNC             | 59001PAS8             | 3.35% | 7/8/2025         | \$ 249,000                   |                          | \$                             | 249,000                     | \$ 239,140                    |
| CD    | FNC             | 05600XGP9             | 3.55% | 7/11/2025        | \$ 249,000                   |                          | \$                             | 249,000                     | \$ 239,648                    |
| CD    | FNC             | 02616ABK4             | 3.20% | 1/29/2024        | \$ 249,000                   |                          | \$                             | 249,000                     | \$ 245,992                    |
| CD    | FNC             | 07371DEA1             | 3.20% | 7/30/2025        | \$ 245,000                   |                          | \$                             | 245,000                     | \$ 234,406                    |
| CD    | FNC             | 21050BAH3             | 3.10% | 11/6/2023        | \$ 249,000                   |                          | \$                             | 249,000                     | \$ 247,105                    |
| CD    | MBS             | 62384RAK2             | 3.45% | 2/28/2025        | \$ 245,000                   |                          | \$                             | 245,000                     | \$ 237,268                    |
| CD    | FNC             | 03062CAK8             | 3.70% | 9/21/2023        | \$ 200,000                   |                          | \$                             | 200,000                     | \$ 199,204                    |
| CD    | FNC             | 07181JAJ3             | 3.65% | 9/30/2024        | \$ 120,000                   |                          | \$                             | 120,000                     | \$ 117,660                    |
| CD    | MBS             | 29669XAH1             | 3.50% | 3/10/2025        | \$ 75,000                    |                          | \$                             | 75,000                      | \$ 72,651                     |
| CD    | FNC             | 16863LAE5             | 4.60% | 10/14/2025       | \$ 249,000                   |                          | \$                             | 249,000                     | \$ 244,670                    |
| CD    | FNC             | 39120VTB0             | 4.50% | 10/20/2025       | \$ 249,000                   |                          | \$                             | 249,000                     | \$ 244,102                    |
| CD    | FNC             | 73317ABE1             | 4.80% | 11/6/2025        | \$ 247,000                   |                          | \$                             | 247,000                     | \$ 243,663                    |
| CD    | FNC             | 961442AC4             | 4.95% | 11/18/2025       | \$ 248,000                   |                          | \$                             | 248,000                     | \$ 245,441                    |
| CD    | FNC             | 759701BA2             | 5.00% | 11/24/2025       | \$ 240,000                   |                          | \$                             | 240,000                     | \$ 237,804                    |
| CD    | FNC             | 849061AA4             | 5.00% | 11/24/2025       | \$ 248,000                   |                          | \$                             | 248,000                     | \$ 245,706                    |
| CD    | FNC             | 052392CD7             | 5.00% | 11/28/2025       | \$ 248,000                   |                          | \$                             | 248,000                     | \$ 245,696                    |
| CD    | FNC             | 397129AH0             | 4.85% | 11/21/2023       | \$ 248,000                   |                          | \$                             | 248,000                     | \$ 247,568                    |
| CD    | FNC             | 01025RAC3             | 4.90% | 5/22/2024        | \$ 248,000                   |                          | \$                             | 248,000                     | \$ 246,857                    |
| CD    | FNC             | 67054NBA0             | 4.85% | 11/4/2024        | \$ 248,000                   |                          | \$                             | 248,000                     | \$ 246,038                    |
| CD    | FNC             | 501798SW3             | 4.85% | 11/14/2024       | \$ 244,000                   |                          | \$                             | 244,000                     | \$ 242,031                    |
| CD    | FNC             | 30960QAM9             | 5.00% | 1/18/2024        | \$ 248,000                   |                          | \$                             | 248,000                     | \$ 247,581                    |
| CD    | FNC             | 14008LAC0             | 4.55% | 1/20/2026        | \$ 248,000                   |                          | \$                             | 248,000                     | \$ 242,923                    |
| CD    | FNC             | 32014RAA5             | 4.85% | 1/17/2025        | \$ 100,000                   |                          | \$                             | 100,000                     | \$ 99,114                     |
| CD    | FNC             | 77535MAN3             | 5.05% | 1/21/2025        | \$ 248,000                   |                          | \$                             | 248,000                     | \$ 246,534                    |
| CD    | FNC             | 01882MAE2             | 5.00% | 1/30/2026        | \$ 245,000                   |                          | \$                             | 245,000                     | \$ 242,592                    |
| CD    | FNC             | 190923AA0             | 4.65% | 2/10/2026        | \$ 249,000                   |                          | \$                             | 249,000                     | \$ 244,416                    |
| CD    | FNC             | 369674CJ3             | 5.00% | 2/14/2025        | \$ 248,000                   |                          | \$                             | 248,000                     | \$ 246,296                    |
| CD    | FNC             | 87868YAJ2             | 5.00% | 2/24/2025        | \$ 248,000                   |                          | \$                             | 248,000                     | \$ 246,274                    |
| CD    | FNC             | 902684AB5             | 4.85% | 8/25/2025        | \$ 248,000                   |                          | \$                             | 248,000                     | \$ 245,148                    |
| CD    | MBS             | 53052LAJ8             | 5.15% | 9/3/2024         | \$ 175,000                   |                          | \$                             | 175,000                     | \$ 174,361                    |
| CD    | MBS             | 66736ACF4             | 5.25% | 3/24/2025        | \$ 173,000                   |                          | \$                             | 173,000                     | \$ 172,465                    |
| CD    | FNC             | 062683HF7             | 5.15% | 9/25/2023        | \$ 240,000                   |                          | \$                             | 240,000                     | \$ 239,873                    |
| CD    | FNC             | 06740KRN9             | 5.40% | 3/21/2024        | \$ 237,000                   |                          | \$                             | 237,000                     | \$ 236,955                    |
| CD    | FNC             | 11373QKR8             | 5.25% | 9/4/2024         | \$ 240,000                   |                          | \$                             | 240,000                     | \$ 239,393                    |
| CD    | FNC             | 12441PAT3             | 5.35% | 3/22/2024        | \$ 237,000                   |                          | \$                             | 237,000                     | \$ 236,874                    |
| CD    | FNC             | 15987UAV0             | 5.40% | 9/23/2024        | \$ 240,000                   |                          | \$                             | 240,000                     | \$ 238,939                    |
| CD    | FNC             | 17886TAP4             | 5.20% | 12/21/2023       | \$ 240,000                   |                          | \$                             | 240,000                     | \$ 239,798                    |
| CD    | FNC             | 22258JAF8             | 4.80% | 3/17/2026        | \$ 240,000                   |                          | \$                             | 240,000                     | \$ 236,338                    |
| CD    | FNC             | 33715LET3             | 5.35% | 9/24/2024        | \$ 240,000                   |                          | \$                             | 240,000                     | \$ 239,662                    |
| CD    | FNC             | 37312PDD8             | 4.95% | 3/27/2026        | \$ 240,000                   |                          | \$                             | 240,000                     | \$ 237,223                    |
| CD    | FNC             | 39981MAC6             | 5.35% | 3/25/2024        | \$ 240,000                   |                          | \$                             | 240,000                     | \$ 240,002                    |
| CD    | FNC             | 52470QDN1             | 5.10% | 3/24/2025        | \$ 240,000                   |                          | \$                             | 240,000                     | \$ 238,666                    |
| CD    | FNC             | 63970MAE5             | 4.80% | 9/17/2025        | \$ 240,000                   |                          | \$                             | 240,000                     | \$ 236,923                    |
| CD    | FNC             | 653344BY6             | 5.35% | 3/20/2024        | \$ 237,000                   |                          | \$                             | 237,000                     | \$ 236,874                    |
| CD    | FNC             | 69478QGY0             | 5.35% | 9/23/2024        | \$ 240,000                   |                          | \$                             | 240,000                     | \$ 239,642                    |
| CD    | FNC             | 70212YBM3             | 4.90% | 9/17/2025        | \$ 240,000                   |                          | \$                             | 240,000                     | \$ 237,422                    |
| CD    | FNC             | 83407DAP1             | 5.20% | 12/21/2023       | \$ 240,000                   |                          | \$                             | 240,000                     | \$ 239,798                    |
| CD    | FNC             | 89789AAJ6             | 5.00% | 3/27/2026        | \$ 240,000                   |                          | \$                             | 240,000                     | \$ 237,535                    |
| CD    | FNC             | 91334AAL7             | 5.15% | 3/21/2025        | \$ 240,000                   |                          | \$                             | 240,000                     | \$ 238,870                    |
| CD    | FNC             | 913109AJ3             | 4.75% | 3/31/2026        | \$ 240,000                   |                          | \$                             | 240,000                     | \$ 235,987                    |
| CD    | FNC             | 914242AB8             | 5.15% | 3/17/2025        | \$ 240,000                   |                          | \$                             | 240,000                     | \$ 238,870                    |
| CD    | FNC             | 06610TEX9             | 5.00% | 3/30/2026        | \$ 248,000                   |                          | \$                             | 248,000                     | \$ 245,441                    |
| CD    | FNC             | 917352AC0             | 4.60% | 4/27/2026        | \$ -                         | \$ 248,000               | \$                             | 248,000                     | \$ 242,790                    |
| CD    | FNC             | 35089LAE3             | 4.70% | 4/28/2026        | \$ -                         | \$ 249,000               | \$                             | 249,000                     | \$ 244,416                    |
| CD    | FNC             | 39573LDY1             | 4.80% | 5/18/2026        | \$ -                         | \$ 249,000               | \$                             | 249,000                     | \$ 245,004                    |
| CD    | FNC             | 37892MAH7             | 5.20% | 5/30/2025        | \$ -                         | \$ 248,000               | \$                             | 248,000                     | \$ 246,983                    |
| CD    | MBS             | 74824XDK9             | 4.85% | 6/2/2025         | \$ -                         | \$ 245,000               | \$                             | 245,000                     | \$ 242,435                    |
| CD    | FNC             | 76870LAC4             | 5.15% | 6/12/2025        | \$ -                         | \$ 248,000               | \$                             | 248,000                     | \$ 246,750                    |
| CD    | FNC             | 33651FAJ8             | 5.45% | 6/17/2024        | \$ -                         | \$ 140,000               | \$                             | 140,000                     | \$ 139,980                    |
| CD    | FNC             | 457731AQ0             | 5.00% | 6/30/2026        | \$ -                         | \$ 248,000               | \$                             | 248,000                     | \$ 245,257                    |
| CD    | FNC             | 68584JAC3             | 5.45% | 6/20/2024        | \$ -                         | \$ 200,000               | \$                             | 200,000                     | \$ 199,964                    |
| TOTAL |                 |                       |       |                  | \$ 98,391,956                | \$ 2,075,000             | \$ 848,294                     | \$ 90,922,105               | \$ 90,221,618                 |



# STAFF REPORT

**MEETING DATE:** July 25, 2023

**TITLE:**

Consider action to approve City Council minutes from the July 11, 2023, Regular meeting.

**AGENDA ITEM SUBMITTED BY:**

Ann Franklin, City Secretary

**BACKGROUND/HISTORY:**

N/A

**FISCAL IMPACT:**

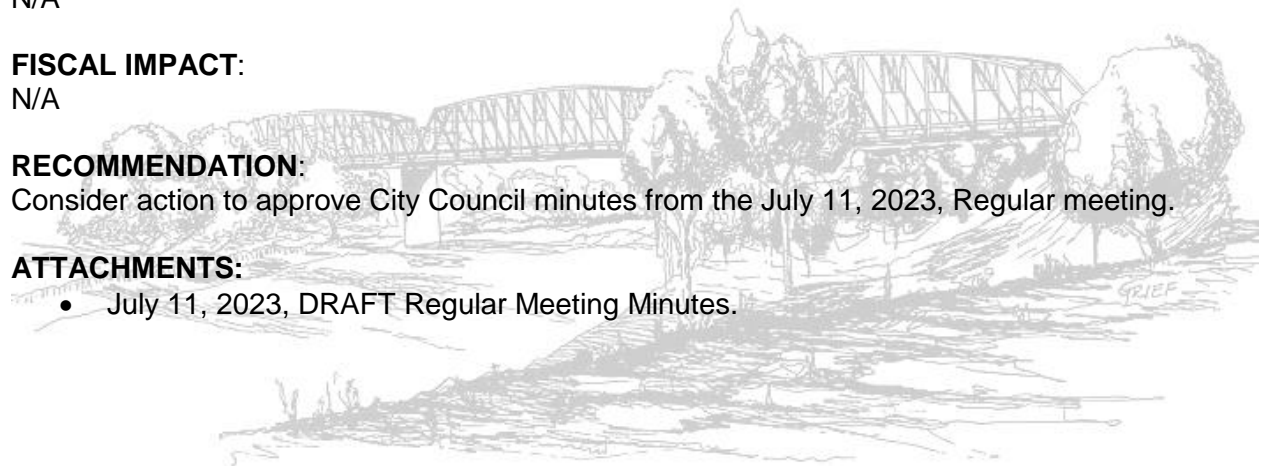
N/A

**RECOMMENDATION:**

Consider action to approve City Council minutes from the July 11, 2023, Regular meeting.

**ATTACHMENTS:**

- July 11, 2023, DRAFT Regular Meeting Minutes.



**JULY 11, 2023**

The Bastrop City Council met in a regular meeting on Tuesday, July 11, 2023, at 5:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Nelson and Mayor Pro Tem Kirkland and Council Members Lee, Meyer, Plunkett, and Crouch. Officers present were: City Manager, Sylvia Carrillo; Assistant City Secretary, Victoria Psencik; and City Attorney, Alan Bojorquez.

**CALL TO ORDER**

Mayor Nelson called the meeting to order at 5:30 p.m. with a quorum present.

**EXECUTIVE SESSION**

**The City Council met at 5:33 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:**

- 2A. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 and 551.072 to seek the advice of legal counsel regarding pending a proposed real estate Purchase and Sale Agreement with Capstick Development Group, Ltd and related matters involving Pine Forest Unit 6.
- 2B. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 and 551.072 to seek the advice of legal counsel regarding recent legislation, certain real estate projects, possible hotel development, and the Bastrop Civic and Exhibit Center.
- 2C. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding matters related to Economic Development expenditures, incentives, and sales taxes.

**Mayor Nelson recessed the Executive Session at 6:30 p.m.**

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

No action taken.

**CALL TO ORDER REGULAR MEETING**

Mayor Nelson called the regular meeting to order at 6:30 p.m. with a quorum present.

**PLEDGE OF ALLEGIANCE**

Mason Patten, Leovani Gottschall, and Juniper Moore led the pledges.

**INVOCATION**

Bob Long, Police Chaplain, gave the invocation.

**PRESENTATIONS**

- 7A. Mayor's Report
- 7B. Council Members' Report
- 7C. City Manager's Report

**WORK SESSIONS/BRIEFINGS**

- 8A. Receive presentation from Stantec Consulting on the proposed Parks and Recreation Masterplan.  
Submitted by: Terry Moore, Recreation Manager  
**Presentation was made by Mark Maldonado, Stantec Consulting.**

**STAFF AND BOARD REPORTS**

- 9A. Receive presentation on a Credit Card Fee policy.  
Submitted by: Tracy Waldron, Chief Financial Officer  
**Presentation was made by Tracy Waldron, Chief Financial Officer**

**CITIZEN COMMENTS****SPEAKERS**

**Debbie Moore**  
**1306 Church Street**  
**Bastrop, TX 78602**

**Gary Moss**  
**1706 Wilson Street**  
**Bastrop, TX 78602**

**CONSENT AGENDA**

**A motion was made by Mayor Pro Tem Kirkland to approve Items 11A, 11B, 11C, 11D and 11E as listed on the Consent Agenda after being read into the record by Assistant City Secretary Victoria Psencik. Seconded by Council Member Lee, motion was approved on a 5-0 vote.**

- 11A. Consider action to approve City Council minutes from the June 27, 2023, Regular meeting.  
Submitted by: Ann Franklin, City Secretary
- 11B. Consider action to approve the second reading of Ordinance No. 2023-20 of the City Council of the City of Bastrop, Texas approving the Fiscal Year 2024 Annual Service Plan Update, including provisions related to assessments for the Hunters Crossing Public Improvement District; approving a Fiscal Year 2024 assessment roll for the District; and containing other provisions related to the Hunters Crossing Public Improvement District and the Hunters Crossing Local Government Corporation; and providing for an effective date.  
  
Submitted by: Tracy Waldron, Chief Financial Officer
- 11C. Consider action to approve the second reading of Ordinance No. 2023-19 of the City Council of the City of Bastrop, Texas, amending Chapter 1 of the Bastrop Code of Ordinances, Chapter 2, Article 1.04, Section 1.04.002, providing for automatic resignations of members of certain boards, committees and commissions who run for City Council; and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting.  
  
Submitted by: Sylvia Carrillo, ICMA-CM, CPM, City Manager



- 11D. Consider action to approve the second reading of Ordinance No. 2023-16 of the City Council of the City of Bastrop, Texas, amending Chapter 14 of the Bastrop Code of Ordinances, the B3 Code, Chapter 2, Article 2.4, Section 2.4.007, providing for a supermajority vote of Council to approve a zoning change for which a unanimous P&Z recommended denial; and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting.

Submitted by: Sylvia Carrillo, ICMA-CM, CPM, City Manager

- 11E. Consider action to approve the second reading of Ordinance No. 2023-17 of the City Council of the City of Bastrop, Texas, amending Chapter 14 of the Bastrop Code of Ordinances, the B3 Code, Chapter 2, Article 2.4, Section 2.4.002 proving for recommendations from Planning and Zoning to the City Council; and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting.

Submitted by: Sylvia Carrillo, ICMA-CM, CPM, City Manager

### DISCUSSION ITEM

- 11F. Consider action to approve on second reading Ordinance No. 2023-18 of the City Council of the City of Bastrop, Texas, amending Chapter 14 of the Bastrop Code of Ordinances, the B3 Code, Chapter 2, Article 2.4, Section 2.4.002, proving for qualifications for P&Z members; and providing for findings of fact, repealer severability, codification, effective date, proper notice and meeting.

Submitted by: Mayor Pro-Tem John Kirkland and Councilmember Plunkett

**A motion was made by Mayor Pro Tem Kirkland to approve the second reading of Ordinance No. 2023-18, seconded by Council Member Crouch, motion was approved on a 4-1 vote. Those voting aye were: Mayor Pro Tem Kirkland and Council Members Meyer, Plunkett, and Crouch. The voting nay was: Council Member Lee.**

### ITEMS FOR INDIVIDUAL CONSIDERATION

- 12A. Consideration action to approve Resolution No. R-2023-91 of the City Council of the City of Bastrop, Texas approving the closure of Chestnut Street for the Bastrop Homecoming Parade; providing for a repealing clause; and providing for an effective date.

Submitted by: Terry Moore, Recreation Manager

**Presentation was made by Terry Moore, Recreation Manager.**

**A motion was made by Mayor Pro Tem Kirkland approve Resolution No. R-2023-91, seconded by Council Member Meyer, motion was approved on a 5-0 vote.**

- 12B. Consider action to approve the first reading of Ordinance No. 2023-21 of the City Council of the City of Bastrop, Texas approving a Natural Gas Franchise Agreement to Universal Natural Gas, LLC (d/b/a Universal Natural Gas, Inc.) and its successors and assigns, for a period of ten (10) years from the effective date of this ordinance, a non-exclusive franchise and right to enter the public ways of the City of Bastrop, Texas for the transportation, distribution, and/or sale of gas to customers and the public generally in the City; defining the words and phrases therein; providing assignment, sale or lease of the franchise; providing for use and repair of the public ways; providing for regulation of service; establishing depth of pipelines; providing for indemnification of the City of Bastrop; providing for inspection of Grantee's records; requiring Grantee to pay a Franchise Fee;

providing for conditions of the Franchise; providing for construction of this ordinance upon invalidity of any part thereof; providing for acceptance of this Franchise by Grantee and both an effective and operative date thereof; repealing all other ordinances directly in conflict herewith; providing for severability; providing for publication, and move to include on the July 25, 2023 agenda for a second reading.

Submitted by: Tracy Waldron, Chief Financial Officer

**Presentation was made by Tracy Waldron, Chief Financial Officer and Celena Loeb, Universal Natural Gas, Inc.**

**A motion was made by Council Member Lee to approve the first reading of Ordinance No. 2023-21 and to include on the July 25, 2023 agenda for a second reading, seconded by Mayor Pro Tem Kirkland, motion was approved on a 5-0 vote.**

- 12C. Holding a public hearing and consider action to approve the first reading of Ordinance No. 2023-22 of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances Chapter 14, the Bastrop Building Block (B3) Code, Article 3.1 Place Type Zoning Districts, and adding Article 3.4 Planned Development Districts; establishing standards and procedures; and providing for findings of fact, repealer, severability, codification, effective date, proper notice, and meeting; and move to include on the July 25, 2023, agenda for second reading.

Submitted by: Sylvia Carrillo, City Manager, ICMA-CM, CPM

**Presentation was made by Sylvia Carrillo, City Manager, ICMA-CM, CPM.**

**Public Hearing opened.**

**Public Hearing closed.**

**A motion was made by Council Member Plunkett to approve the first reading of Ordinance No. 2023-22, with the additions of changing the language on the notification requirements and inserting language regarding substantial progress, and to include on the July 25, 2023 agenda for a second reading, seconded by Council Member Meyer, motion was approved on a 5-0 vote.**

- 12D. Consider action to approve Resolution No. R-2023-103 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Gary Moss to Place 4 of the Planning and Zoning Commission, as required in Section 3.08 of the City's Charter, and establishing an effective date.

Submitted by: Ann Franklin, City Secretary

**A motion was made by Council Member Plunkett to approve Resolution No. R-2023-103, seconded by Council Member Crouch, motion was approved on a 5-0 vote.**

## **EXECUTIVE SESSION CONTINUED**

**The City Council met at 8:35 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:**

- 2C. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding matters related to Economic Development expenditures, incentives, and sales taxes.

**Mayor Nelson recessed the Executive Session at 9:40 p.m.**

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

No action taken.

**Adjourned at 9:41 p.m. without objection.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Mayor Lyle Nelson

\_\_\_\_\_  
Assistant City Secretary Victoria Psencik

**The Minutes were approved on July 25, 2023, by Council Member Name’s motion, Council Member Name’s second. The motion was approved on a 5-0 vote.**



# STAFF REPORT

**MEETING DATE:** July 25, 2023

**TITLE:**

Consider action to approve the second reading of Ordinance No. 2023-21 of the City Council of the City of Bastrop, Texas approving a Natural Gas Franchise Agreement to Universal Natural Gas, LLC (d/b/a Universal Natural Gas, Inc.) and its successors and assigns, for a period of ten (10) years from the effective date of this ordinance, a non-exclusive franchise and right to enter the public ways of the City of Bastrop, Texas for the transportation, distribution, and/or sale of gas to customers and the public generally in the City; defining the words and phrases therein; providing assignment, sale or lease or lease of the franchise; providing for use and repair of the public ways; providing for regulation of service; establishing depth of pipelines; providing for indemnification of the City of Bastrop; providing for inspection of Grantee's records; requiring Grantee to pay a Franchise Fee; providing for conditions of the Franchise; providing for construction of this ordinance upon invalidity of any part thereof; providing for acceptance of this Franchise by Grantee and both an effective and operative date thereof; repealing all other ordinances directly in conflict herewith; providing for severability; and providing for publication.

**AGENDA ITEM SUBMITTED BY:**

Tracy Waldron, Chief Financial Officer

**BACKGROUND/HISTORY:**

A utility franchise is a privilege conferred by a municipal corporation, such as a city or a county, to a public utility company for the use of the municipality's public rights-of-way.

This franchise agreement allows Universal Natural Gas, LLC (d/b/a Universal Natural Gas, Inc.) and its successors and assigns, to construct, maintain, and operate its gas system in the City-owned public rights-of-way, which may include streets, alleys, and other public places. In exchange for these rights, the agreement requires Universal Natural Gas, LLC (d/b/a Universal Natural Gas, Inc.) and its successors and assigns, to pay the City a franchise fee.

Universal Natural Gas, LLC (d/b/a Universal Natural Gas, Inc.) shall pay the franchise fee on January 31<sup>st</sup> (for the last six months of the calendar year) and July 31<sup>st</sup> (for the first six months of the calendar year).

After any use, installation, or construction work, Universal Natural Gas, LLC (d/b/a Universal Natural Gas, Inc.) is responsible for restoring the public right-of-way.

The term of the franchise agreement is for a ten-year period. Universal Natural Gas shall notify the City within twelve (12) months prior to the expiration of the initial term if they wish to renew this Ordinance or either party may provide written notice of termination, without cause to the other party, at least 60 days prior to the termination date.

**FISCAL IMPACT:**

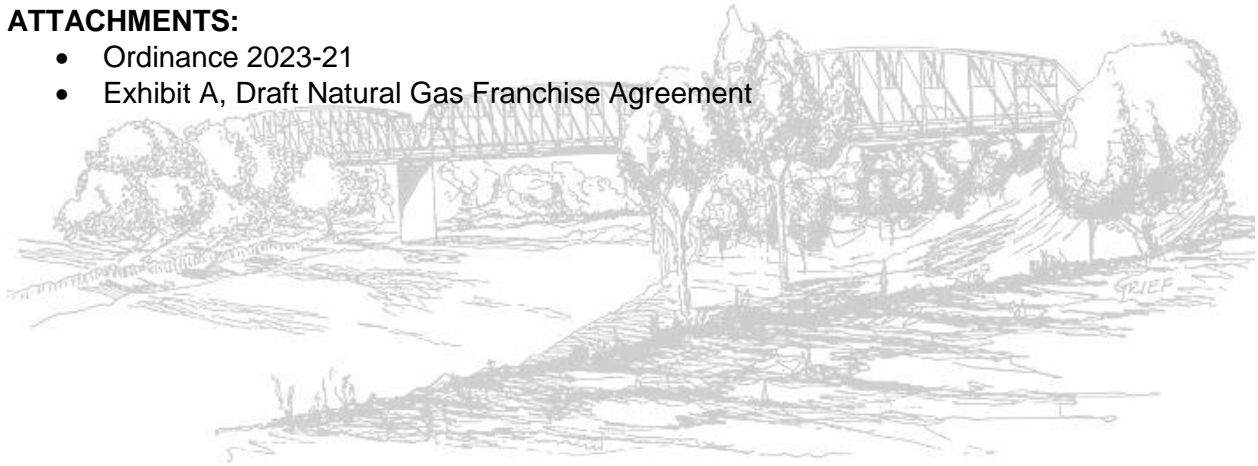
Increased Franchise Revenue for the City

**RECOMMENDATION:**

Tracy Waldron, CFO recommends approval of the first reading Ordinance No. 2023-21 of the City Council of the City of Bastrop, Texas approving a Natural Gas Franchise Agreement to Universal Natural Gas, LLC (d/b/a Universal National Gas, Inc.) and its successors and assigns, for a period of ten (10) years from the effective date of this ordinance, a non-exclusive franchise and right to enter the public ways of the City of Bastrop, Texas for the transportation, distribution, and/or sale of gas to customers and the public generally in the City; defining the words and phrases therein; providing assignment, sale or lease or lease of the franchise; providing for use and repair of the public ways; providing for regulation of service; establishing depth of pipelines; providing for indemnification of the City of Bastrop; providing for inspection of Grantee's records; requiring Grantee to pay a Franchise Fee; providing for conditions of the Franchise; providing for construction of this ordinance upon invalidity of any part thereof; providing for acceptance of this Franchise by Grantee and both an effective and operative date thereof; repealing all other ordinances directly in conflict herewith; providing for severability; and providing for publication.

**ATTACHMENTS:**

- Ordinance 2023-21
- Exhibit A, Draft Natural Gas Franchise Agreement



**ORDINANCE NO. 2023-21**

**AN ORDINANCE GRANTING TO UNIVERSAL NATURAL GAS, LLC (d/b/a UNIVERSAL NATURAL GAS, INC.) AND ITS SUCCESSORS AND ASSIGNS, FOR A PERIOD OF TEN (10) YEARS FROM THE EFFECTIVE DATE OF THIS ORDINANCE, A NON-EXCLUSIVE FRANCHISE AND RIGHT TO ENTER THE PUBLIC WAYS TO INSTALL, OPERATE AND MAINTAIN A DISTRIBUTION SYSTEM WITHIN, ALONG, ACROSS, OVER AND UNDER THE PUBLIC WAYS OF THE CITY OF BASTROP, TEXAS FOR THE TRANSPORTATION, DISTRIBUTION AND/OR SALE OF GAS TO CUSTOMERS AND THE PUBLIC GENERALLY IN THE CITY; DEFINING THE WORDS AND PHRASES THEREIN; PROVIDING FOR ASSIGNMENT, SALE OR LEASE OF THE FRANCHISE; PROVIDING FOR USE AND REPAIR OF THE PUBLIC WAYS; PROVIDING FOR REGULATION OF SERVICE; ESTABLISHING DEPTH OF PIPELINES; ESTABLISHING RIGHTS AND DUTIES IN THE MOVEMENT AND ALTERATION OF PIPELINES; PROVIDING FOR INDEMNIFICATION OF THE CITY OF BASTROP; PROVIDING FOR INSPECTION OF GRANTEE'S RECORDS; REQUIRING GRANTEE TO PAY A FRANCHISE FEE; PROVIDING FOR CONDITIONS OF THE FRANCHISE; PROVIDING FOR CONSTRUCTION OF THIS ORDINANCE UPON THE INVALIDITY OF ANY PART THEREOF; PROVIDING FOR ACCEPTANCE OF THIS FRANCHISE BY GRANTEE AND BOTH AN EFFECTIVE AND AN OPERATIVE DATE THEREOF; REPEALING ALL OTHER ORDINANCES DIRECTLY IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION**

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

**SECTION 1. DEFINITIONS**

As used in this Ordinance, the following words and phrases shall have the following meanings:

- A. "Affiliate" means any person or entity that directly or indirectly owns or controls, that is directly or indirectly owned or controlled by, or that is under common ownership or control with Grantee.
- B. "City" means the City of Bastrop, in Bastrop County, Texas, a municipal corporation, hereinafter also referred to as "Grantor".
- C. "City Secretary" means the City Secretary of the City or other such officer of the City designated to serve as the filing officer for official documents and records of the City.
- D. "City Council" means the City Council of the City as the governing body of the City.
- E. "City Engineer" means the City Engineer of the City, the Public Works Director of the City, or such other officer of the City designated to approve engineering plans and designs for construction within Public Ways.
- F. "City Manager" means the City Manager of the City, the City Administrator of the City, or such other chief administrative officer of the City designated to hear appeals from the decisions of other City officers.
- G. "Customer" means any individual person, corporation, company, partnership, firm, unincorporated association, trust, municipality, or public or private entity located within the

municipal corporate limits of the City and serviced by the Grantee through any use of the Public Ways.

- H. “Franchise Fee” or “Franchise Fees” shall mean the sum of fees to be paid to the City by Grantee under Section 11 of this Ordinance.
- I. “Gas Sales” means the sale of natural gas to Grantee’s Customers located within the corporate limits of the City by use of the System.
- J. “Gas Transportation” means the transportation of Transport Gas for redelivery to Customers with re-delivery points located within the corporate limits of the City.
- K. “Grantee” shall mean UNIVERSAL NATRUAL GAS, LLC, a Texas limited liability company, and its successors and assigns.
- L. “Gross Receipts from Gas Sales” shall constitute and include Grantee’s total receipts from Gas Sales to Grantee’s Customers within the corporate limits of the City. Grantee’s Gross Receipts from Gas Sales subject to the Franchise Fee shall specifically exclude, without limitation:
- [1] receipts from gas sales or services to Customers located at delivery points outside the corporate limits of the City;
  - [2] sales of gas billed but not collected or received by the Grantee;
  - [3] the revenue of any Affiliate of Grantee, to the extent that such revenue is also included in Gross Receipts from Gas Sales of the Grantee;
  - [4] sales taxes, gross receipts taxes, other applicable taxes under state or local law, and Franchise Fees collected by Grantee;
  - [5] any interest income earned by the Grantee; and
  - [6] all monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City’s Public Ways.
- M. “Gross Receipts from Gas Transportation” shall constitute and include Grantee’s total receipts from its transportation of Transport Gas, consisting of receipts from cost of service. Grantee’s Gross Receipts from Gas Transportation subject to the Franchise Fee shall specifically exclude, without limitation:
- [1] receipts from gas transportation services to Customers located at delivery points outside the corporate limits of the City;
  - [2] fees for gas transportation services billed but not collected or received by the Grantee;
  - [3] the revenue of any Person including, without limitation, an Affiliate of Grantee, to the extent that such revenue is also included in Gross Sales Revenues of the Grantee;

- [4] sales taxes, gross receipts taxes, other applicable taxes under state or local law, and Franchise Fees collected by Grantee;
  - [5] any interest income earned by the Grantee; and
  - [6] all monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City's Public Ways.
- N. "Permit" means the authorization to Grantee:
- [1] for the opening of the streets, avenues, alleys, other public places or Public Ways shown on maps or plans submitted by Grantee to the City Engineer, showing the streets, avenues, alleys, and other public places and the locations thereon wherein Grantee proposes to construct new mains and pipes,
  - [2] for the new construction or laying of the new mains and pipes by Grantee as shown on plans, and
  - [3] to perform all work on existing Grantee facilities or the System within the Public Ways or other City rights-of-way.
- O. "Person" means an individual, corporation, general or limited partnership, limited liability company, trust, association, or other business or legal entity.
- P. "Public Ways" means the present and future streets, avenues, boulevards, parkways, lanes, alleys, bridges, sidewalks, easements, highways, and public places within the municipal corporate limits of the City, whether dedicated or not.
- Q. "System" means Grantee's system of mains, pipelines, conduits, valves, feeders, regulator stations, laterals, service lines, measuring devices, and all other necessary plants, attachments, land, structures, facilities and appurtenances for the purpose of selling, storing, supplying, conveying, transmitting, distributing, and/or transporting natural gas and any gas, including the equivalent substitutes, for all other lawful purposes in, through, upon, under, and along the present and future streets, avenues, alleys, bridges, sidewalks, easements, highways, and any other public place within the municipal corporate limits of the City.
- R. "Transport Gas" means gas owned or controlled by a user or its designee (i.e., gas that is purchased or otherwise acquired by a user from someone other than Grantee) and delivered by such user or its designee to Grantee at a point on Grantee's System, such point of delivery to be defined by Grantee, and carried, delivered or transported through Grantee's System at a point of redelivery within the municipal corporate limits of the City by Grantee to the user for a fee.

## **SECTION 2. GRANT OF FRANCHISE**

- A. Subject to the terms and conditions of this Franchise Ordinance, the Grantor hereby grants to Grantee, its successors and assigns and Affiliates, for the term of ten (10) years from the effective date of this Ordinance, the right to enter upon the Public Ways to install, operate and maintain a System along, across, over and under the Public Ways for the



privilege of transporting, distributing and/or selling gas to Customers and the public generally within the municipal corporate limits of the City, and including any territory that the City may hereafter annex, acquire, purchase; and to distribute, sell, store, supply, transport, carry and/or convey natural gas and any gas through Grantee's System in the City to other cities, towns, communities and areas outside the City and to inhabitants thereof, for the full term of this Franchise Ordinance.

- B. The Franchise granted by this Ordinance shall in no way affect or impair the present or future rights, obligations, or remedies of the City or Grantee under the Texas Gas Utility Regulatory Act, as amended. This is a non-exclusive franchise.

### **SECTION 3. FRANCHISE ASSIGNMENT, SALE OR LEASE**

This Franchise Agreement may not be transferred or assigned to any non-Affiliate of Grantee, in whole or in part, without the written consent of the City, which may be administratively approved by the City Manager. Any such consent shall not be unreasonably withheld. As such, Grantee shall notify Grantor of: the name of the buyer, transferee or assignee; the type of service(s) intended to be provided through the facilities of such buyer, transferee or assignee; and the name, mailing address, and telephone number of a contact person associated with such buyer, transferee or assignee. Notice shall be sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to:

City of Bastrop  
Attn: Sylvia Carrillo, City Manager  
P.O. Box 427  
1311 Chestnut Street  
Bastrop, Texas 78602

With a copy to:

Bojorquez Law Firm  
Attn: Alan Bojorquez  
11675 Jollyville Road, Suite 300  
Austin, Texas 78759

### **SECTION 4. USE AND REPAIR OF THE PUBLIC WAYS**

- A. Grantee's System shall be erected, placed, extended, repaired, laid or otherwise installed, operated and maintained in such a manner as will, consistent with reasonable necessity, cause the least interference with other existing public uses of the Public Ways, including but not limited to existing sewer, water, pipes, electricity, telephone wires, public or private drains, and any other facilities within the City and also including those utilities granted by franchise or permit by the City.
- B. Except in the case of an emergency, within the City's full purpose jurisdiction, when Grantee desires to lay any new mains or replace any existing mains hereunder, and before commencing its new construction work or replacement of mains, it shall submit to the City Engineer, or other proper authority, a map or plan showing the streets, avenues, alleys, and other public places and the locations thereon wherein it proposes to construct such new or replacement mains and pipes. The City Engineer, or other proper authority, shall by written notice, either issue or deny the Permit to Grantee. Approval by the City

Engineer, or other proper authority, shall constitute the Permit to Grantee for the opening of the streets, avenues, alleys and other public places shown on the map or plan, and for the new construction or laying of the new mains and pipes by Grantee or the replacement of existing mains and pipes as shown on the plan.

In the event that the Permit is denied, the City Engineer, or other proper authority, shall advise Grantee of the reasons for the denial and all necessary steps to secure approval of the Permit. Grantee shall have the right to immediately appeal the non-issuance of the Permit to the City Manager, and if not approved within ten (10) calendar days by the City Manager, Grantee may appeal to the City Council and be heard at a public meeting held in compliance with applicable law. If the City Council fails to act on the appeal within ten (10) calendar days, the appeal will be deemed to be denied unless agreed otherwise in writing by Grantee and the City. Appeal of any decision made by the City Council shall be made to the District Court of Bastrop County, Texas, and an appeal from any decision of the District Court shall be as in all other civil actions.

This Subsection 4 (B) shall also apply to all other facilities and equipment of Grantee to be constructed or installed on public property within the City's full purpose jurisdiction.

- C. After any excavation or disturbance, Grantee shall, with due diligence and dispatch, place the Public Way in a condition in compliance with the Grantor's reasonable standards and specifications.

## **SECTION 5. REGULATION OF SERVICE**

The System of Grantee shall at all times be installed, operated and maintained in accordance with accepted good practice, and in accordance with all State, Federal and City regulations, and in such condition as will enable the Grantee to furnish adequate and continuous service as required by the orders, rules and regulations of the Railroad Commission of Texas or other regulatory authority having jurisdiction. The requirements set forth in this Section shall not relieve Grantee of any other obligations set forth herein.

## **SECTION 6. DEPTH OF PIPELINES**

After the effective date of this franchise, Grantee's main or lateral lines installed or replaced in Public Ways shall be installed or replaced at depths which comply with all applicable state and federal rules, regulations and company policies establishing minimum safety standards for the design, construction, maintenance and operation of pipelines. Depth shall be measured from the lower of existing grade or proposed future grade as set forth on plans or other specifications existing at the time such lines are installed or replaced.

## **SECTION 7. DUTY TO MOVE OR ALTER LINES**

- A. Grantor reserves the right to lay or permit to be laid cables, electric conduits, water, sewer, gas or other pipelines and to do or permit to be done any underground work deemed necessary and proper by the Grantor, along, across, over or under the Public Ways. In permitting such work to be done, the Grantor shall be liable to the Grantee for any damage to Grantee's pipelines and facilities caused by Grantor or its agents' or contractors' gross negligence.

- B. When Grantee is required by Grantor to remove or relocate its mains, laterals, and other facilities to accommodate construction of streets and alleys by the Grantor, and Grantee is eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Grantee as a result of such removal or relocation, and such reimbursement is required to be handled through Grantor, then Grantee's costs and expenses shall be included in any application by Grantor for reimbursement, if Grantee provides the Grantor its appropriate cost and expense documentation prior to the filing of the application. Grantor shall provide reasonable notice to Grantee of the deadline for Grantee to submit documentation of the costs and expenses of such relocation to Grantor.
- C. When Grantee is required to remove or relocate its mains, laterals or other facilities to accommodate construction of streets or alleys by the Grantor without reimbursement, Grantee shall have the right to seek a surcharge to recover relocation costs pursuant to Section 104.112 of the Texas Utilities Code or any other applicable law or regulations.
- D. If Grantor shall require the Grantee to adapt or conform its System or in any way to alter, relocate or change its property to enable any other person, firm, corporation or entity (whether public or private), other than the Grantor, to use the Public Ways, the Grantee shall be reimbursed by the person, firm corporation or entity desiring or occasioning such change for any and all loss, cost or expense occasioned thereby.

#### **SECTION 8. INDEMNIFICATION**

Grantee and its successors and assigns shall indemnify, save, defend, protect and hold City and its agents, successors, assigns, legal representatives, employees, contractors, elected and non-elected officials and officers harmless from and against any and all claims, damages, losses, liabilities, demands, costs, causes of action, settlements, awards, penalties, fees assessments, fines, charges, demands, liens, punitive damages, attorney fees and judgments of every kind or character, known or unknown, fixed or contingent (collectively "Claims") arising out of the negligent acts, omissions, error, or willful misconduct of the Grantee, its servants, agents, employees, contractors, subcontractors, licensees, or any other person or entity in connection with the Grantee and the operation of this franchise, including without limitation any claims arising from tort, personal injury, death, property damage or nuisance, provided however, that in the event of such claim or claims being prosecuted against the City, Grantee shall have the right to defend against the same, and to settle or discharge same in such manner as it may see fit, and the City shall give prompt written notice to Grantee of the presentation or prosecution of such claims.

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.

#### **SECTION 9. GRANTEE'S RATES, RULES AND REGULATIONS**

The Grantee shall have the right to make and enforce such reasonable rules and regulations as it may deem necessary for the extension of its facilities, the sale of its gas and the conduct of its business, provided that such rules and regulations shall neither be in conflict with the laws of the State of Texas, with the orders, rules or regulations of the Railroad Commission of Texas or other

regulatory authority having jurisdiction, nor with the ordinances, and regulations of the Grantor insofar as they are consistent with the jurisdiction of the Railroad Commission of Texas or such other regulatory authority. Grantee shall supply natural gas and provide regulated services at the rates and under the terms and conditions specified by such rules, any tariffs filed with the Railroad Commission of Texas, and as provided herein such rates are attached hereto as Exhibit A.

## **SECTION 10. INSPECTION OF RECORDS**

Grantee shall permit Grantor or its agents to inspect, examine and audit, during regular business hours, the books, papers and records kept by Grantee in the ordinary course of business and pertaining to the natural gas business carried on by it in the City, such as plats, maps and atlases identifying Grantee's pipelines in the City, and the books and records necessary to verify the franchise fee payment provided for in Section 11 hereof. Notwithstanding the obligation herein, Grantee shall have the right to the reasonable protection of proprietary information and to provide redacted documents or require Grantor or its agents to enter into such agreements pertaining to confidentiality as may reasonably protect the proprietary information of Grantee, but which do not unreasonably frustrate the purposes of this Section.

## **SECTION 11. CONSIDERATION FOR FRANCHISE: FRANCHISE FEE**

A. As full consideration for the rights and privileges conferred by this Ordinance, Grantee agrees to pay Grantor as follows:

- [1] Grantee shall collect the Franchise Fee from its Customers and shall pay Grantor a Franchise Fee the sum of which is equal to Five Percent (5%) of the Gross Receipts received by Grantee, per billing period, from the transportation and sale of natural gas for consumption within the municipal corporate limits of the City. The Franchise Fee shall include only Gross Receipts from Gas Sales to Customers located in the City; Gross Receipts from Gas Transportation to Transport Gas Customers with re-delivery points located in the City. All sums due from Grantee shall be in lieu of all other franchise fees, licenses, or occupational taxes, which may be levied or attempted to be levied on Grantee by the City.
- [2] Grantee shall pay such Franchise Fee collected from its Customers to the Grantor under the terms of this Ordinance, based upon meters read on or after the effective date of this Ordinance. During the term of this Ordinance, Grantee shall collect from its Customers and pay the City on January 31<sup>st</sup> (for the last six months of the prior calendar year) and July 31<sup>st</sup> (for the first six months of the calendar year). Grantee shall include with the Franchise Fee payment a statement showing its collections of Gross Receipts from Gas Sales and Gross Receipts from Gas Transportation in the City, including the calculation of the Franchise Fee for the subject time period. Collection and payment of Franchise Fee shall be final as to both parties unless questioned by written notice provided by one party to the other within one year after payment thereof has been made.
- [3] Any payments that are received after 5:00 P.M. of the due date constitute late payments. Late payments shall accrue interest from such due date until payment is received by the Grantor. Interest shall be calculated in accordance with the interest rate for customer deposits established in accordance with Texas Utilities Code Section 183.003 for the time period involved.

- [4] The Franchise Fee shall be in lieu of and accepted as payment of all of Grantee's obligations to pay all other franchise fees, licenses, easement or occupation taxes, levies, exactions, rentals, street-cut fees, inspection fees, right of way inspection fees, permit fees, franchise fees, easement taxes, or charges of any kind whatsoever which may be levied or attempted to be levied in general by the City for the use of City's Public Ways and other rights-of-way, with the exception of sales taxes, ad valorem taxes, special assessments, and any applicable permit fees which are made without reference to or dependence upon Grantee's franchise or occupancy of the streets and public right of way, e.g., special assessment paving liens.
- B. The rights, privileges, and franchises granted by this Ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time as it may see fit, like privileges, rights, and franchises to any other person or corporation for the purpose of furnishing gas in the City.
- C. Unless expressly set forth herein, or otherwise provided by law, by accepting this Ordinance, Grantee does not agree to be responsible for the payment of franchise fees other than as expressly set forth herein, or for the payment of franchise fees owed to the City by any other entity, corporation or firm.

## **SECTION 12. CONDITIONS OF FRANCHISE**

This contract, franchise, grant and privilege is granted and accepted under and subject to all applicable laws and under and subject to all of the orders, rules, regulations, and ordinances of Grantor now or hereafter adopted by governmental bodies now or hereafter having jurisdiction.

To the extent that all or any other existing ordinance shall conflict with any provision of this Ordinance, this Ordinance shall prevail upon passage, adopting and acceptance of this Ordinance.

In addition to all other rights, powers and remedies retained by the Grantee and Grantor under this Franchise Agreement or otherwise, in the event a dispute arises regarding the obligations under this Franchise Agreement, the Grantor shall give written notice specifying the nature of the dispute to the Grantee. The Grantee shall have 30 days from receipt of such notice to remedy the dispute. If the cure cannot reasonably be completed within such 30-day period, commercially reasonable best efforts to complete such cure shall be used. In the event a remedy does not occur, the Grantor may pursue additional judicial and/or legal remedies, including but not limited to injunctions to prevent breaches of this Franchise Agreement and to enforce specifically the terms and provisions of this Franchise Agreement. Actions taken by Grantee in order to comply with then-current laws and regulations shall not be considered grounds for a dispute hereunder. Nothing herein shall be construed to limit Grantee's or Grantor's right to seek judicial determination of a breach of this Franchise Agreement.

## **SECTION 13. INVALIDITY OF ORDINANCE**

If any clause, sentence, or section of this Ordinance shall be held to be invalid, it shall not affect the remaining portions of this Ordinance, which shall remain valid and effective as if such invalid provision did not exist, although the parties shall be entitled to a judicial interpretation or construction of this Ordinance to address the validation of such provision by minimal amendment thereof. Further, should any governmental body now or hereafter having jurisdiction determine

that Grantee shall not be permitted to collect in whole or in part the compensation due Grantor by others for Transport Gas as set forth in Paragraph (2) of Subsection A of Section 11 of this Ordinance, Grantee shall thereafter have no obligation to make such payment to Grantor and Paragraph (2) of Subsection A of Section 11 shall be of no force and effect with regard to the sale of Transport Gas and this Agreement shall be considered null and void.

#### **SECTION 14. NOTICE OF ORDINANCE**

A caption of this Ordinance shall be published once, within fifteen (15) days following the first reading, in a newspaper of general circulation in the City, and the expense of such publication shall be borne by the prospective franchise holder.

#### **SECTION 15. ACCEPTANCE BY GRANTEE**

Grantee shall have thirty days from the execution of this Ordinance within which to file in the office of the City Secretary its consent to and written acceptance of the provisions and conditions of this Franchise Ordinance.

#### **SECTION 16. REPEALER**

Each and every other ordinance or part thereof which is directly in conflict with any provision herein as to the grant of a franchise for natural gas services and the regulation thereof is hereby repealed.

#### **SECTION 17. SEVERABILITY**

That it is hereby declared that the sections, articles, subsections, paragraphs, sentences, clauses, and phrases of this ordinance are severable and if any phrase, clause, sentence, paragraph, subsection, article, or section of this ordinance shall be declared void, ineffective, or unconstitutional by a valid judgment or final decree of a court of competent jurisdiction, such voidness, ineffectiveness, or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, articles, or sections of this ordinance since the same would have been enacted by the City Council without the incorporation herein of any such void, ineffective, or unconstitutional phrase, clause, sentence, paragraph, subsection, article, or section.

#### **SECTION 18. NO WAIVER OF POWER.**

In granting this Franchise, the City does not waive its regulatory powers, nor any rights under the Constitution and laws, present and future, of the State of Texas, nor any of its rights under future ordinances which are not in conflict herewith. The enumeration of special duties required of the Grantee shall not be construed as a limitation of the powers and duties conferred upon the City by the Constitution or laws of the State of Texas, or any present or future ordinances; and the Grantee shall perform all duties required by of it, by any valid ordinances not in conflict herewith adopted by the City, and by the laws of the State of Texas.

#### **SECTION 19. CITY RESERVES POWER**

The City retains exclusive control over its streets, including (without enumerating all of its powers and without limiting its other powers) the power to lay out, establish, open, alter, widen, lower, elevate, extend, grade, abandon, discontinue, abolish, close, sell, pave, supervise, maintain and

improve all of its streets and to construct, maintain and repair sewer pipes, water mains, drainage systems and other public works within its streets. In the exercise of such powers, the City may, whenever it deems it to be necessary, require the Grantee to alter, lower, elevate, relocate, or remove its pipelines in any such street, as and when required by the City. Such alterations to the Grantee's systems shall be made at Grantee's expense, subject to the Grantee's right to recover such costs from the ratepayers within the City pursuant to Section 104.112 of the Texas Utilities Code.

## **SECTION 20. VENUE**

This franchise agreement is performable in Bastrop County, Texas and in the event of a dispute between such parties hereto, by agreement of such parties, venue shall be established in Bastrop County, Texas.

## **SECTION 21. ANNEXATIONS**

Grantor shall promptly notify Grantee in writing of areas newly annexed into or de-annexed from the corporate limits of Grantor, and Grantee shall update its records for the purpose of payment of franchise fees as soon as reasonably practicable after receiving such notice. Upon receipt of notice of annexation from the City, Grantee shall have one hundred and twenty (120) days to begin collecting and paying the Franchise Fee for any revenues received from Grantee's customers residing in the newly annexed territories.

## **SECTION 22. RENEWAL OF FRANCHISE; NOTICE**

Upon expiration of the initial ten (10) year term of this franchise and in the event Grantee desires to renew this Ordinance, Grantee shall notify the Grantor within twelve (12) months prior to the expiration of the initial term. Either party may provide written notice of termination, without cause to the other party, prior to the expiration of the initial term or a renewal term. Notice of termination shall be provided at least 60 days prior to the termination date.

Notices to the City shall be provided as set forth in Section 3. Notices to Grantee shall be sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to:

Universal Natural Gas, LLC (d/b/a Universal Natural Gas, Inc.)  
Attn: General Counsel  
9950 Woodloch Forest Drive, 22<sup>nd</sup> Floor  
The Woodlands, TX 77380

Any party may change the address to which notices and other communications hereunder are to be delivered by giving notice to the other party in the manner described herein.

## **SECTION 23. PROOF OF LIABILITY TO PERFORM UNDER THIS FRANCHISE**

At the City's request, the Grantee will provide a copy of its Annual Report to the City Manager each year as proof of its financial ability to perform the duties required by this franchise.

## **SECTION 24. INSURANCE**

During the term hereof, the Grantee shall maintain one or more policies of general liability insurance having policy limits of not less than \$5,000,000.00 per occurrence. Prior to the

commencement of work, the Grantee will provide a certificate of insurance evidencing such coverage including listing the Grantor as an additional insured.

READ and ACKNOWLEDGED on First Reading on the 11<sup>th</sup> day of July, 2023.

READ and ACKNOWLEDGED on the Second Reading on the 25<sup>th</sup> day of July, 2023.

**ADOPTED:**

\_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



The above and forgoing Franchise Ordinance and the grants, franchise, powers, rights and privileges thereto were accepted by Grantee this \_\_\_\_ day of \_\_\_\_\_, 2023.

UNIVERSAL NATURAL GAS, LLC

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

STATE OF \_TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, \_\_\_\_\_ of UNIVERSAL NATURAL GAS, LLC, and who represents he has been given authority to sign this Agreement by and on behalf of said entity.

\_\_\_\_\_

Notary Public, State of

\_\_\_\_\_



# STAFF REPORT

**MEETING DATE:** July 25, 2023

**TITLE:**

Consider action to approve the second reading of Ordinance No. 2023-22 of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances Chapter 14, the Bastrop Building Block (B3) Code, Article 3.1 Place Type Zoning Districts, and adding Article 3.4 Planned Development Districts; establishing standards and procedures; and providing for findings of fact, repealer, severability, codification, effective date, proper notice, and meeting.

**AGENDA ITEM SUBMITTED BY:**

Sylvia Carrillo, ICMA-CM, CPM, City Manager

**BACKGROUND/HISTORY:**

The B3 code, as written, was meant to be a living document. It has, since its adoption, only recently begun to be revisited as the commercial and residential development community continues to try to navigate the complexity and rigidity of the code as written. Local residents have faced similar challenges.

The recent code amendments have been introduced as a method to alleviate the pain points in the code as we continue to seek resolution to those segments of the code that do not work as written, nor in practice.

The Planned Development District amendment to the code is intended to alleviate the pain points of:

- Rigidity
- Impracticality of certain sites
- Lack of clear administrative authority to the staff
- Requirement of the Planning Commission and the City Council to design from the dais
- Additional time constraints in place as part of the B3 process

The PDD ordinance is intended to act as a rezoning and includes publication in the newspaper and public hearings. Further, is not intended to undermine the existing code as the underlying zoning remains intact. It is intended to apply flexibility while still meeting the intent of the code via an administrative process instead of the need for a warrant before the planning commission and council. During that administrative process, staff work out the best arrangement keeping the city's best interests at the forefront and bringing a solution-oriented process to planning commission and city council for final approval.

The planning commission may still request amendments to the agreed upon layout, as may the city council. Conversely, if there are areas in the design that still do not work, staff will be prepared to recommend a denial or to make amendments at the dais.

The beauty of the PDD is that it allows the public and the legislative bodies to see a project in its entirety and the required submittals are package based instead of piecemeal based. This leads to better decision making by the staff and legislative bodies.

**ATTACHMENTS:**

- Planned Development District Ordinance

**ORDINANCE NO. 2023-22**

**AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AMENDING THE BASTROP CODE OF ORDINANCES CHAPTER 14, THE BASTROP BUILDING BLOCK (B3) CODE, ARTICLE 3.1 PLACE TYPE ZONING DISTRICTS, AND ADDING ARTICLE 3.4 PLANNED DEVELOPMENT DISTRICTS; ESTABLISHING STANDARDS AND PROCEDURES; AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE, AND MEETING.**

**WHEREAS**, pursuant to Texas Local Government Code Section 51.001, the City Council of the City of Bastrop (City Council) has general authority to adopt an Ordinance or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

**WHEREAS**, pursuant to Texas Local Government Code Chapters 211, 212, 214, and 217, the City Council has general authority to regulate planning, zoning, subdivisions, and the construction of buildings; and

**WHEREAS**, a Planned Development District is a district that accommodates planned association of uses developed as integral land use units such as industrial districts, offices, commercial or service centers, shopping centers, residential developments of multiple or mixed housing including attached single-family dwellings or any appropriate combination of uses which may be planned, developed, or operated as integral land use units either by a single owner or a combination of owners; and

**WHEREAS**, a Planned Development District may be used to permit new or innovative concepts in land utilization not permitted by other zoning districts in the City of Bastrop comprehensive zoning ordinance; and

**WHEREAS**, the City Council finds that the public benefit from rules or regulations that are crafted specifically to govern particular tracts for particular projects through the negotiation and enactment of Planned Development Districts that address the height, number of stories, size of buildings and other structures, the percentage of the lot that may be occupied, the size of yards, courts and other open spaces, density of population, the location and use of buildings, structures, land designated to be used for residential, commercial, trade, industry, or other purposes; and

**WHEREAS**, the City Council finds certain amendments to the Bastrop Code of Ordinances necessary to meet changing conditions and are in the best interest of the City; and

**WHEREAS**, the City Council finds the attached amendments are necessary and proper for the good government, peace, or order of the City to adopt an ordinance providing standards and procedures for the creation of Planned Development Districts.

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

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

**Section 2. Amendment:** Chapter 14 of the Bastrop Code of Ordinances, the Bastrop Building Block (B3) Code, is hereby amended, and after such amendment, shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Article 3.4 Planned Development Districts is hereby added and shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as shown in each of the attachments.

**Section 3. Repealer:** To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated.

**Section 4. Severability:** Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

**Section 5. Codification:** The City Secretary is hereby directed to record and publish the attached rules, regulations, and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

**Section 6. Effective Date:** This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

**Section 7. Proper Notice & Meeting:** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**PASSED & APPROVED on First Reading** by the City Council of the City of Bastrop, on this, the 11th day of July 2023.

**PASSED & APPROVED on Second Reading** by the City Council of the City of Bastrop, on this, the 25th day of July 2023.

**APPROVED:**

*by:* \_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## ARTICLE 3.1 PLACE TYPE ZONING DISTRICTS

### SECTION 3.1.005 PLACE TYPE ZONING DISTRICTS TABLE

#### **PDD: Planned Development Districts**

Planned Development Districts are ~~existing~~ master planned developments ~~created under previous Codes~~ that allow a mix of land uses and design Standards. Each area has specific concept and Development plans that determine Street connectivity, Lot layout, and Building design.

## ARTICLE 3.2, PLACE TYPE STANDARDS

### SECTION 3.2.001 ALLOCATION & SEQUENCE OF PLACE TYPE DETERMINATION

(b) The City of Bastrop shall have the following assigned percentages of each Pedestrian Shed allocated to the established Place Types. Before preparing a Neighborhood Concept Scheme the Applicant must review permitted Development Patterns and the associated Standards. Place Type percentage allocation per Pedestrian Shed as described in Article 3.3:

|  |                |
|--|----------------|
| P1- Nature                               | Varies         |
| P2- Rural                                | Varies         |
| P3 - Neighborhood                        | 10-35%         |
| P4 – Mix                                 | 25-75%         |
| P5 – Core                                | 5-20%          |
| CS - Civic Space                         | 10% min.       |
| EC - Employment Center                   | No Min.        |
| <u>PDD- Planned Development District</u> | <u>No Min.</u> |

## ARTICLE 3.4 PLANNED DEVELOPMENT DISTRICTS

### Sec. 3.4.001. Title.

This article shall be commonly cited as the "Planned Development District Ordinance."

### Sec. 3.4.002. Scope.

This article applies to all property within the incorporated municipal boundaries (i.e., "city limits"), and may also extend to the extraterritorial jurisdiction ("ETJ") to the extent owners are willing to be voluntarily annexed into the city concurrently with the adoption of the planned development district.

### Sec. 3.4.003. Definitions.

(a) General. Words and phrases used in this article shall have the meanings set forth in this section. Terms that are not defined below, but are defined elsewhere in this code, shall be given the meanings set forth in this code. Words and phrases not defined in this code shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense; words in the plural number shall include the singular number (and vice versa); and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes only.

(b) Specific.

*Applicant.* The person or entity applying for a PD district, that being the owner of fee simple title of the real property covered by the PD district, or a prospective purchaser, agent, representative, or developer of the property providing the city with written Power of Attorney evidencing authority to represent the owner and bind them in contract.

*City Manager.* The chief administrative officer of the city. The term may also include the deputy city manager, director of planning and development, or any other agent of the city specifically designated by the city council to perform the duties of the city manager, as set out in this article.

*PD master plan.* A development plan that serves as the basis for the enactment of a planned development district. The plan may be for one or more lots. The plan depicts the existing and proposed conditions of the lot, including: water features; landscaping and open spaces; walkways, means of ingress and egress; circulation; utility services; structures and buildings; signs and lighting; screening devices; and any other information required by this article. A PD master plan is not required to have an engineer's seal.



Site plan: An engineered development plan that serves as the basis for the issuance of a site development permit, in accordance with the city's site development ordinance.

**Sec. 3.4.004. Purpose; nature of district.**

**(a) Purpose.**

- (1) This article provides standards and procedures for the legislative creation of specialized zoning districts that are crafted specifically for certain land endeavors. Planned development districts are intended to allow flexibility and encourage creative land use and site development while providing natural resource preservation and protecting adjoining properties. Through planned development districts the city is better able to give developers the flexibility they need for complicated projects, while protecting the public interest by mitigating externalities related to traffic, noise, aesthetics, lighting, and drainage.
- (2) Planned development districts are established by ordinance and, thus, are not agreements, although often they are developed through negotiations between the city and applicants.
- (3) PD agreements may be negotiated and entered into by the City and the applicant as a separate companion instrument addressing mutually agreed upon terms, conditions, and/or arrangements related to the PD district being created but beyond the scope of the PD ordinance.
- (4) Unless clearly stated in the ordinance creating the PD district, the development project must comply with all applicable city regulations. PD districts are intended to implement generally the goals and objectives of the city's comprehensive plan. PD districts are also intended to ensure the compatibility of land uses, and to allow for the adjustment of changing demands to meet the current needs of the community by meeting one or more of the following purposes:
  - (A) To provide for a superior design of lots or buildings;
  - (B) To provide for increased recreation and/or open space opportunities for public use;
  - (C) To provide amenities or features that would be of special benefit to the property users or community;
  - (D) To protect or preserve natural amenities and environmental assets such as trees, creeks, ponds, floodplains, slopes, hills, viewscapes, and wildlife habitats;
  - (E) To protect or preserve existing historical buildings, structures, features, or places;

- (F) To provide an appropriate balance between the intensity of development and the ability to provide adequate supporting public facilities and services; and
- (G) To meet or exceed the present standards of this article.
- (b) Nature of district. Each PD district shall be a freestanding zoning district in which land uses and intensities of land use may be tailored to fit the physical features of the site and to achieve compatibility with existing and planned adjacent uses.

**Sec. 3.4.005. Minimum standards.**

- (a) Standards by ordinance. Minimum standards proposed for the PD district must be incorporated within an ordinance adopted by the city council. In the adopting ordinance, the city council may incorporate minimum standards by making reference to a standard zoning district.
- (b) Land use.
- (1) Uses. An application for a PD district shall specify the use or the combination of uses proposed, particularly if any of the proposed uses are not allowed by right in the base zoning district.
  - (2) Base district. In the PD district, uses shall conform to the standards and regulations of the base zoning district to which it is most similar. The particular zoning district must be stated in the granting ordinance.
  - (3) Variances. All applications to the city shall list all requested variances (deviations, waivers, or warrants) from the standard requirements set forth throughout the B3 Code (applications without this list will be considered incomplete).
  - (4) Conditional uses. Conditional use permits allowed in a base zoning district may be allowed in a PD only if specifically identified at the time of PD approval, and if specifically cited as an "additional use" in the ordinance establishing the PD. Additional uses included in the PD ordinance shall then be allowed by right in the PD district.
  - (5) Location. The location of all authorized uses shall be consistent with the PD master plan and the PD site plan.
  - (6) Residential uses. Unless otherwise provided by the PD ordinance, the following standards shall apply to all residential uses within a PD district.
  - (7) Density. Except on the basis of exceptional design and provision of enhanced open space, residential density shall be no smaller than the lot sizes allowed in the base zoning district for each type of housing except for minor changes in a small percentage of the lots in order to provide improved design or flexibility in the layout of the subdivision.

(8) Drainage. Drainage features shall be integrated into the design of the development and shall be contained within ponds and streams with a natural appearance wherever possible.

(c) Open space standards.

(1) Public or private. Unless otherwise provided by the PD ordinance, a site-appropriate area or areas within the entire PD District shall be devoted to open space. Open space for PD districts may be satisfied by space that can be classified as public, such as a central gathering space, or by a combination of public and private open space. Open space requirements specified in this subsection are in addition to the city's general requirements for landscaping and buffering. Public open space shall be dedicated to the city.

(2) Preservation of natural features. Unless otherwise provided by the PD ordinance or PD master plan:

(A) Floodplain areas shall be preserved and maintained as open space; and

(B) Significant stands of native trees shall be preserved and protected from destruction or alteration pursuant to a tree preservation plan submitted to the city by the applicant.

(3) Open space allocation and preservation. Open space requirements shall be satisfied for each phase of a multi-phased development. If open space is not to be provided proportionally among phases of development, the applicant must execute a reservation of open space in a form that will assure the city that such open space will be provided. The city may require that all open space within the PD district must be provided prior to completion of development within the PD district.

(d) Height regulations. Unless otherwise provided by the PD ordinance, height regulations for uses shall be those established within the city's zoning regulations for the base zoning district.

(e) Area regulations. Unless otherwise provided by the PD ordinance, area regulations for uses shall be those established within the city's zoning regulations for the base zoning district. The minimum allowable size for a PD shall be one acre.

**Sec. 3.4.006. Master plan.**

(a) Mandatory. The PD master plan is a mandatory step in the creation of a PD district. It establishes general guidelines for the PD district by identifying the proposed land uses and intensities, building locations, building footprints, thoroughfare locations, and open space boundaries, including any proposed public trail systems. The PD master plan, as incorporated in the PD ordinance and together with the text of the ordinance, establishes the development standards for the PD district.

(b) Compliance with approved plans. Except as otherwise provided by the city's subdivision regulations, no development shall begin and no building permit shall be issued for any land within a PD district until a PD site plan that is substantially consistent with the PD master plan has been approved. Each PD district shall be developed, used, and maintained in compliance with the approved PD master plan.

and subsequently conforming site plans, for the PD district, as per the city's site development ordinance.

(c) Establishment of district.

(1) Zoning amendment. The procedures for establishing a PD district shall be as for any other type of zoning request, except that more information is typically needed along with the request, and a master plan shall be submitted along with the request.

(2) Application. An application for the establishment of a PD district shall be submitted in accordance with this article. The application shall include:

(A) A PD master plan;

(B) A list of proposed PD district development standards;

(C) Identification of a zoning district, if any, which shall apply to the extent not otherwise provided by the PD master plan or by the proposed PD district development standards;

(D) A master plan informational statement; and

(E) A traffic impact analysis, unless waived by the city council.

(d) Governing regulations. Except to the extent provided by the PD master plan and the PD ordinance, development within the PD district shall be governed by all of the ordinances, rules, and regulations of the city in effect at the time of such development, including the standards of the zoning district identified in the application.

(e) Conflict. In the event of any conflict between the PD master plan, the PD ordinance, and/or the ordinances, rules, and regulations of the city in effect at the time of the establishment of the PD, the terms, provisions, and intent of the PD master plan and PD ordinance shall control.

(f) PD master plan requirements.

(1) A master plan shall be submitted along with a PD zoning request, and shall be processed simultaneously with the PD zoning request. The master plan shall be reviewed by the city's development review team. If the PD zoning application is approved, the PD master plan shall be incorporated and made a part of the PD ordinance.

(2) Development standards. Proposed PD district development standards shall be processed simultaneously with the PD zoning application, and if the PD zoning application is approved, such standards shall be incorporated as part of the PD ordinance. Such proposed development standards may include, but shall not be limited to, uses; density; lot size; building size; lot dimensions; setbacks; coverage; height; landscaping; lighting; screening; fencing; parking and loading; signage; open space; drainage; and utility and street standards. Any graphic depictions used to illustrate such standards, unless otherwise provided in the PD ordinance, shall be considered as regulatory standards. In the event of any conflict, the more stringent standards shall apply. At the city manager's discretion, the city manager may waive any of the items listed in this

subsection. The city council may require submission of the above information or any other item deemed necessary by the council for creation of a PD district.

(3) Informational statement. A PD master plan shall be accompanied by an informational statement containing the information set forth below. If the PD zoning application is approved, the informational statement shall be binding on the applicant and the owner, but shall not be considered part of the PD master plan or the PD ordinance. If the PD master plan and the PD ordinance conflict in any way, the PD ordinance shall be considered the controlling document. Informational statements shall be updated concurrently with any amendment to the PD master plan. Each statement shall include the following:

(A) A general statement setting forth how the proposed PD district will relate to the city's comprehensive plan;

(B) The total acreage within the proposed PD district;

(C) If the development is to occur in phases, a conceptual phasing plan that identifies the currently anticipated general sequence of development, including the currently anticipated general sequence for installation of major capital improvements to serve the development; and

(D) An aerial photograph with the boundaries of the PD master plan clearly delineated.

(g) Master plan amendments.

(1) PD master plans. PD master plans, excluding informational statements, are considered part of the PD ordinance. Any substantive amendment to a PD master plan, as determined by the city manager, shall be considered a zoning change. Nonsubstantive modifications may be approved by the city manager.

(2) PD site plans. PD site plans are not considered part of a PD ordinance. Except as otherwise provided within this subsection, any amendment/revision to an approved site plan shall be in accordance with the city's site development ordinance.

(h) Lapse of master plan. A PD master plan shall expire after a period of one year (365 calendar days) if substantial progress is not demonstrated in the form of approval of a site development plan.

(i) Extension and reinstatement. Extension of a PD master plan or site plan shall be in accordance with the following:

(1) Prior to the lapse of approval for a PD master plan, the applicant may request that the city, in writing, extend the plan approval. Such request shall be considered at a public meeting before the P&Z and the city council, and an extension may be granted by city council at such meeting. Two extensions of six months each in length may be granted, unless otherwise specified by ordinance. If no petition for extension of PD master plan approval is submitted, then the plan shall be deemed to have automatically expired by operation of law and shall become null and void.

(2) Determination of extension. In determining whether to grant a request for extension, the city council shall take into account the reasons for the lapse, the

ability of the applicant to comply with any conditions attached to the original approval, and the extent to which development regulations would apply to the concept plan or site plan at that point in time. The P&Z and city council shall either extend the PD master plan or deny the request, in which instance the originally approved plan shall be deemed null and void. However, the two aforementioned extensions shall not be unreasonably withheld without due cause.

(j) Contents and format of master plan.

- (1) Objective. A PD application and the master plan must include enough information to allow the city to plan for infrastructure and to demonstrate that the plan will be an enhancement to the city, while allowing for flexible and creative planning.
- (2) Scale. The master plan shall be prepared at a scale no smaller than one inch equals 200 feet and on sheets 24 inches by 36 inches.
- (3) Contents. The master plan shall show the following:
  - (A) A title block within the lower right-hand corner of the concept plan with the proposed name of the project or subdivision, the name and address of the owner and applicant, the land planner, engineer, architect, or surveyor responsible for the design or survey, the scale of the drawing, both written and graphic scale, the date the drawing was prepared, total site acreage, and the location of the property according to the abstract and survey records of the county;
  - (B) A vicinity or location map that shows the location of the proposed development within the city or its extraterritorial jurisdiction and in relationship to existing roadways;
  - (C) The boundary survey limits of the tract and scale distances with north clearly indicated;
  - (D) The names of adjacent additions or subdivisions, or the name of the owners of record and recording information for adjacent parcels of unplatted land, including parcels on the other sides of roads and creeks. The concept plan shall include a depiction of all contiguous holdings of the owners, the existing and proposed uses of the subject property, a general arrangement of future land uses, including the approximate number of lots and any residential uses anticipated, and a generalized circulation plan for the subject property;
  - (E) The existing zoning and existing and proposed uses on adjacent land; the location, width, and names of all existing or platted streets or other public ways within or adjacent to the tract; any existing easements with recording information; existing buildings; railroad rights-of-way; topography, including contours at two-foot intervals with existing drainage channels or creeks, including the 100-year floodplain, if applicable; any other important natural features (such as rock outcroppings, wildlife habitats, etc.); all substantial natural vegetation; and adjacent political subdivisions, corporate limits, and/or school district boundaries;

- (F) Proposed strategies for tree preservation, which may include showing individual trees or tree masses that will be preserved, and the techniques that will be used to protect them during construction;
- (G) The layout and width, including right-of-way lines and curblines, of existing and proposed thoroughfares, collector streets and/or intersections, and a general configuration of proposed streets, lots and blocks, including proposed median openings and left turn lanes on future divided roadways. Existing and planned driveways on the opposite side of divided roadways must also be shown for coordination and sharing of future median openings;
- (H) A general arrangement of land uses and buildings, including but not limited to proposed nonresidential and residential densities; building heights, square footages, massing, orientation, loading and service areas, recycling containers, compactors and dumpster enclosures, pedestrian walkways, and parking areas; any proposed sites for parks, schools, public facilities, and public or private open space; floodplains and drainageways; and other pertinent development-related features; and
- (I) The phasing scheduled for the development.

#### **Sec. 3.4.007. Submission and review process.**

##### (a) Submission of complete application.

- (1) For the purpose of this article, the "official submission date" shall be the date upon which a complete application for approval of a PD, that contains all elements and information required by this article, is first submitted to the city manager. No application shall be deemed officially submitted until the city manager determines that the application is administratively complete and a fee receipt is issued by the city.
- (2) PD master plan applications that do not include all required information and materials will be considered incomplete, shall not be accepted for official submission by the city, and shall not be scheduled on a P&Z agenda until the proper information is provided to city staff.

##### (b) Additional information. The city's staff may require information and data other than that set out in this section for specific PD master plans. This information data may include but is not limited to: geologic information, water yields, flood data and hydrological studies, environmental information, traffic impact analysis, road capacities, market information, historic structure(s) and/or land, economic data for the proposed development, hours of operation, elevations and perspective drawings, lighting, and similar information. Approval of a PD may establish conditions for construction based upon such information.

##### (c) Principles and standards for review.

- (1) The following criteria have been set forth as a guide for evaluating the adequacy of proposed development within the city, and to ensure that all developments are, to the best extent possible, constructed according to the city's codes and ordinances.

- (2) The city manager shall review the PD for compliance with all applicable city ordinances and with the comprehensive plan; for harmony with surrounding uses and with long-range plans for the future development of the city; for the promotion of the health, safety, order, efficiency, and economy of the city; and for the maintenance of property values and the general welfare.
- (3) PD review and evaluation by the city manager shall be performed with respect to the following:
- (A) The plan's compliance with all provisions of the zoning ordinance and other ordinances of the city.
  - (B) The impact of the development relating to the preservation of existing natural resources on the site and the impact on the natural resources of the surrounding properties and neighborhood.
  - (C) The relationship of the development to adjacent uses in terms of harmonious design, facade treatment, setbacks, building materials, maintenance of property values, and any possible negative impacts.
  - (D) The provision of a safe and efficient vehicular and pedestrian circulation system.
  - (E) The general design and location of off-street parking and loading facilities to ensure that all such spaces are usable and are safely and conveniently arranged.
  - (F) The sufficient width and suitable grade and location of streets designed to accommodate prospective traffic and to provide access for firefighting and emergency equipment to buildings.
  - (G) The coordination of streets so as to arrange a convenient system consistent with the transportation plan of the city.
  - (H) The use of landscaping and screening to provide adequate buffers to shield lights, noise, movement, or activities from adjacent properties when necessary, and to complement and integrate the design and location of buildings into the overall site design.
  - (I) Exterior lighting to ensure safe movement and for security purposes, which shall be arranged so as to minimize glare and reflection upon adjacent properties.
  - (J) The location, size, accessibility, and configuration of open space areas to ensure that such areas are suitable for intended recreation and conservation uses.
  - (K) Protection and conservation of soils from erosion by wind or water or from excavation or grading.
  - (L) Protection and conservation of watercourses and areas subject to flooding.
  - (M) The adequacy of water, drainage, sewerage facilities, solid waste disposal, and other utilities necessary for essential services to residents and occupants.



(N) Consistency with the comprehensive plan.

(d) Approval process.

- (1) Pre-application conference. The applicant(s) shall consult with the city manager, director of planning and development, and/or other designated administrative officers before preparing a concept plan in order to save time and money, and to avoid potential unnecessary delays.
- (2) Prior to formal application for approval of any PD, the applicant(s) shall request and attend a pre-application conference with the city manager, city director of planning and development, and any other pertinent city official(s) in order to become familiar with the city's development regulations and the development process.

(e) City staff review. Upon official submission of a complete application for PD approval, the city shall commence technical review of the development proposal by forwarding a copy of the application to development review team members, such as the city manager, director of planning and development, and any other pertinent city official(s). Development review team members shall review the application and shall ascertain its compliance with these and other applicable city regulations.

(f) Supplementation and corrections. Following city staff review of the plan and supporting documents, and following discussions with the applicant on any revisions deemed advisable and the kind and extent of improvements to be installed, the applicant shall resubmit additional copies of the corrected or supplemented plan to the city manager within 60 calendar days following the date on which the applicant received official notification of the completion of the review by the city manager.

(g) Approval by City Manager. Prior to consideration by the P&Z or city council, all PD proposals must be reviewed by the city manager. At the city manager's discretion, the city manager may forward a PD proposal to the P&Z and council with or without a recommendation.

(h) Action by P&Z/city council.

- (1) The P&Z shall review the PD application and shall recommend approval, approval subject to certain conditions, or disapproval of the PD. If the P&Z recommends approval, with or without conditions, of the plan, then it will be forwarded to the city council for consideration.
- (2) The city council shall consider the PD application at a public meeting following receipt of a determination by the P&Z. The city council may also, where appropriate, remand the PD application back to the P&Z for reconsideration if it believes that there is a compelling reason to do so, such as the introduction of significant new facts or testimony.

(i) Public hearing and notice.

- (1) The P&Z shall hold at least one public hearing on proposed amendments to the PD ordinance.
- (2) Notice of the P&Z hearing shall be accomplished by publishing the purpose, time, and place of the public hearing in the official newspaper of the city or as

otherwise allowed by state law before the 15th day before the date of the public hearing.

- (3) Written notice of the public hearing to occur before the P&Z shall also be sent to all owners of property, as indicated by the most recently approved city tax roll, that are located within the area of application and within 500 feet of any property affected thereby, said written notice to be sent before the 10th day before the hearing date. Such notice may be served by using the last known address as listed on the most recently approved tax roll and depositing the notice, with first class postage paid, in the United States mail.
- (j) Administrative fees. The city shall impose its standard fees for the negotiation, preparation and implementation of PDs. These fees shall be established by the city council in accordance with the city's fee schedule. The city may also recoup from applicants any out-of-pocket expenses related to professional services the city requires in order to design the PD and related instruments.
- (k) Grandfathering. PD districts are an option available to developers and the city. PD districts do not constitute a permit required by law. For purposes of Texas Local Government Code chapter 245, the "project" shall be the endeavor described in an approved PD master plan for an approved PD district.



# STAFF REPORT

**MEETING DATE:** July 25, 2023

**TITLE:**

Consider action to approve Resolution No. R-2023-106 of the City Council of the City of Bastrop, approving the Certification of Additional Sales and Use Tax to Pay Debt Services; providing for a repealing clause; and providing for an effective date.

**AGENDA ITEM SUBMITTED BY:**

Tracy Waldron, Chief Financial Officer

**BACKGROUND/HISTORY:**

The Texas Property Tax Code section 26.05(e-1) states that this Texas Comptroller form 50-882 be submitted to the governing body of the taxing unit. This form certifies that the amount of additional sales and use tax revenue collected to pay debt service has been deducted when calculating the property tax debt rate. The City of Bastrop has not adopted these additional sales and use tax, so this amount is zero (\$0) in the calculation.

**RECOMMENDATION:**

Tracy Waldron, Chief Financial officer recommends approval of Resolution No. R-2023-106 of the City Council of the City of Bastrop, approving the Certification of Additional Sales and Use Tax to Pay Debt Services; providing for a repealing clause; and providing for an effective date.

**ATTACHMENTS:**

- Resolution R-2023-106

**RESOLUTION NO. R-2023-106**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING THE CERTIFICATION OF ADDITIONAL SALES AND USE TAX TO PAY DEBT SERVICES; ATTACHED AS EXHIBIT A; PROVIDING FOR A REPEALING CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bastrop is governed by the Texas Tax Code; and

**WHEREAS**, the Texas Tax Code Section 26.05(e-1) requires the Financial Officer of a taxing unit to complete the Texas Comptroller’s form 50-882 and submit to the governing body.

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

**SECTION 1.** That the City Council receive the completed Certification of Additional Sales and Use Tax to Pay Debt Services.

**SECTION 2.** That the City Council of the City of Bastrop recognizes the Chief Financial Officer to be the expert in this matter.

**SECTION 3.** All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

**SECTION 4.** That this resolution shall take effect immediately from and after its passage, and it is duly resolved.

**DULY RESOLVED AND APPROVED** by the City Council of the City of Bastrop this 25<sup>th</sup> day of July 2023.

**CITY OF BASTROP, TEXAS**

\_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# Certification of Additional Sales and Use Tax to Pay Debt Services

THE STATE OF TEXAS,  
County of \_\_\_\_\_

Chief Financial Officer or Auditor: \_\_\_\_\_

For the taxing unit: \_\_\_\_\_

Hereby certifies that the amount of additional sales and use tax revenue collected to pay debt service has been deducted from the total amount described by Tax Code Section 26.05(e-1), 26.04(e)(3)(C) and 26.05(a)(1).

This certification is submitted to the governing body of \_\_\_\_\_ on \_\_\_\_\_.

*Signature of Financial Officer or Auditor*



# STAFF REPORT

**MEETING DATE:** July 25, 2023

**TITLE:**

Consider action to approve Resolution No. R-2023-104 of the City Council of the City of Bastrop, Texas awarding a contract for the City of Bastrop Police & Court building roof to Horizon Roofing Specialists, in the amount of One Hundred Twenty-One Thousand Six Hundred Fifty-Seven Dollars and Zero Cents (\$121,657.00) as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**AGENDA ITEM SUBMITTED BY:**

Curtis Hancock, Director of Public Works

**BACKGROUND/HISTORY:**

Please see attached memo.

**FISCAL IMPACT:**

From Capitol Funding

**RECOMMENDATION:**

Consider action to approve Resolution No. R-2023-104 of the City Council of the City of Bastrop, Texas awarding a contract for the City of Bastrop Police & Court building roof Horizon Roofing Specialists, in the amount of One Hundred Twenty-One Thousand Six Hundred Fifty-Seven Dollars and Zero Cents (\$121,657.00) as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**ATTACHMENTS:**

1. Memo
2. Resolution
3. Purchasing Summary
4. Draft Contract documents

TO: Sylvia Carrillo, City Manager  
From: Curtis Hancock, Director of Public Works  
Date: July 6, 2023  
Subject: City of Bastrop Police & Court Building Roof



=====

The Adell Powell Police & Court Building located at 104 Grady Tuck Ln, Bastrop, TX 78602 was commissioned in 2000. The current roofing system is original construction and is classified as an industrial 2" double lock rib Standing Seam Metal Roof (SSMR) on 1:12 pitch. SSMR systems are often chosen for their attractive appearance and longevity if properly installed. SSMR systems are either hydrostatic (i.e., designed and constructed to be totally water resistive) or hydrokinetic (i.e., not totally resistive to water intrusion and rely on slope to shed water). The current roofing system has several unfavorable characteristics that do not promote long-term resistance to water intrusion: 1) low slope (i.e., less than 3:12 or 25% pitch), exposed mechanical fasteners, and discontinuous metal panels.

SSMR panel roofs are not typically thought of as best choice for low-slope roofs. Although some manufacturers tout their systems as being suitable for slopes as low as 1/4:12 (2 percent), National Roofing Contractors Association (NRCA) recommends a minimum slope of 1/2 inch per foot as the minimum design slope for hydrostatic roof assemblies and 3 inches per foot as the minimum design slope for hydrokinetic systems. The greater the slope, the more reliable the leakage protection. When installed on low slopes the SSMR system needs to provide water resistance across the roof surface. Thus, low-slope metal panel systems should be designed and installed with the intent of making them membrane-like. To achieve this, the panel joints must be soldered or sealed together with sealant tape or sealant, or both. Also, fasteners that penetrate the panel at end-joint splices or flashings must be sealed with gasketed washers. In addition to making all the metal joints watertight, they must remain watertight while undergoing extensive movement from thermal cycling. Over time, thermal movement of the metal can tear through fastener gaskets and enlarge holes at fasteners. All fastener penetrations create opportunities for wind-driven water to infiltrate end-joint splices in the system and at each individual fastener location.

Over the past several years, the current SSMR system has undergone several attempts at repair with limited success. To address these continuous water ingress issues, three professional roofing contractors surveyed this location and have provided proposals to install a single-ply membrane over rigid insulation on the existing SSMR system. These proposals are attached for review and consideration.

Regards,

Curtis Hancock  
Director of Public Works  
City of Bastrop

**RESOLUTION NO. R-2023-104**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDED A CONTRACT TO HORIZON ROOFING SPECIALISTS FOR THE CITY OF BASTROP POLICE & COURT BUILDING ROOF IN THE AMOUNT OF ONE HUNDRED TWENTY-ONE THOUSAND SIX HUNDRED FIFTY-SEVEN DOLLARS AND ZERO CENTS (\$121,657.00) AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, The City Council has 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 buildings; and

**WHEREAS**, The City of Bastrop City Council to award the contract to Horizon Roofing Specialists.

**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 award the contract to Horizon Roofing Specialists for the City of Bastrop Police & Court building roof in the amount of One Hundred Twenty-One Thousand Six Hundred Fifty-Seven Dollars and Zero Cents (\$121,657.00)

**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 25<sup>th</sup> day of July, 2023.

**APPROVED:**

---

Lyle Nelson, 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**

Roof Overlay at Bastrop PD/Municipal Court 104 Grady Tuck Ln, Bastrop, TX 78602

**Purchase Recommendation:**

| Recommended Vendor: Horizon Roofing Specialists   |      |              |                     |
|---|------|--------------|---------------------|
| Goods or Services to be Purchased: Furnish and install Duro-Last Roofing System according to manufacturers specifications |      |              |                     |
| Description   | QTY  | Unit Cost    | TOTAL COST          |
| Duro-Last Roofing System  | 1.00 | \$121,657.00 | \$121,657.00        |
|   |      |              | \$0.00              |
|   |      |              | \$0.00              |
|   |      |              | \$0.00              |
|   |      |              | \$0.00              |
| <b>TOTAL</b>  |      |              | <b>\$121,657.00</b> |

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

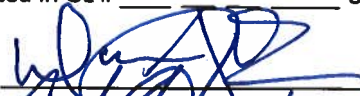
**Is this purchase with:**


- COOPERATIVE CONTRACT**                      COOP NAME: TIPS Contract No. 211001  
(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. | Horizon Roofing Specialist |      | \$ 121,657.00 |
| 2. | Texas Traditions Roofing   |      | \$ 135,895.00 |
| 3. | DK Haney Roofing           |      | \$ 165,830.00 |

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

Budgeted in GL # 729 - 00 - 00 - 5345 &/or #     -    -    -    

Requested by:  Date: 07/05/2023

Approved by:  Date: 07/05/2023  
(Dept. Director)

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
(CFO)

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
(City Manager)



**HORIZON**  
**ROOFING SPECIALISTS**  
*We Rise to Serve!*

Prepared by Rocky DeMarco  
Cell Phone 512-718-3069

Date: June 7, 2023

**PROPOSAL**

**Customer Name:**  
City of Bastrop  
300 Water Street  
Bastrop, TX 78602  
Donald Smuck 512-718-3766

**Job Name/Location:**  
Bastrop Municipal Court  
104 Grady Tuck Ln.  
Bastrop , TX 78602

**Proposal –based on Ultimate Roofings contract # 211001 with TIPS cooperative**

⇒ Furnish and install Duro-Last 50 mil energy efficient and sustainable roofing system , encapsulate existing metal roof system, add Duro -Last EPS flute fill insulation and EPS fan fold under Duro-Last system , w/ Duro-Last insulation-plates & assoc. fasteners. Two piece metal edge detail . New 7” gutters, reuse existing downspouts if possible, if not a change order will be issued. **Included TIPS fees** and 15 yr. supreme warranty, . Furnish and install Duro-Last Roofing System according to manufacturers specifications including:

**Scope of Work**

- \*Duro-Last 50 mil reinforced energy efficient –sustainable single-ply roof membrane -dark gray
- \*Duro-Last Pre-fabricated curb flashings at all existing roof curbs
- \*Duro-Last Pre-fabricated pipe flashings at all sewer stack and other round penetrations
- \*Duro-Last Pre-fabricated roof drain boots, strainers and CDR rings
- \*Duro-Last Pre-fabricated parapet wall flashing at all roof to wall joints
- \*Duro-Last termination bar around all penetration curbs
- \*Duro-Last poly-plates and associated fasteners
- \*Duro-Last patented 2 way membrane venting system
- \*Duro-Last walk pad at AC units
- \*Duro-Last termination perimeter of bldg. Two piece metal compression edge detail (Color TBD)
- \*Duro-Last EPS flute fill insulation with EPS fan fold cap sheet under Duro-Last membrane
- \*Clean up and remove all roofing related debris.
- \* **TIPS USA COOPERATIVE FEE IS INCLUDED.**

Total price roof replacement w/ 15 year warranty.....\$ 121,657.00  
Total Tax @ .0825 ( N/A with tax exempt certificate).....\$ N/A

**(50% deposit upon signing proposal, balance due upon completion of scope of work)  
(Please submit tax exempt certificate)**

**\*The Duro-Last Warranty, 15 year supreme NON-PRORATED manufacturer’s full replacement MATERIAL AND LABOR , coverage against damage caused by ponding water (with sufficient drainage ) and consequential damage defined as interior damage resulting from a leak. This coverage is for the first 15 years and does not include contents. After final inspection, the Duro-Last Inspector will generate the appropriate warranty documents and have them available per the terms and conditions stated herein.**



**HORIZON**<sup>TM</sup>  
**ROOFING SPECIALISTS**  
*We Rise to Serve!*

Date: June 7, 2023

# PROPOSAL

Prepared by Rocky DeMarco  
Cell Phone 512-718-3069

| Customer Name:   |
|--|
| City of Bastrop<br>300 Water Street<br>Bastrop, TX 78602 |

| Job Name/Location:   |
|--|
| <b>**New Duro-Last Roofing System**</b><br>Bastrop Municipal Court<br>104 Grady Tuck Ln.<br>Bastrop , TX 78602 |

## SCOPE OF WORK

**Disclaimer:** Any additional work required, tear out, electrical, HVAC, plumbing, mechanical or lightning protection, will only be initiated upon owners approval accompanied with a change order.

Any Alterations or deviation from the scope of work involving extra costs including, but not limited to, additional materials and labor will be executed only upon written change orders submitted to Horizon Roofing Specialists, which will result in an extra charge over this proposal.

- The base price does not include any allowances for roof deck replacement or for other hidden damages.
- Proposal based on overlay of existing roof .
- permits included , bonding not included.
- Horizon Roofing Specialists is not responsible for existing conditions of roof, or for defects in the design or construction of the building, (including any design that allows ponding water on the roof) its structural components or fixtures, modifications or additions which are made on, to or through the Duro-Last Roofing System.
- Horizon Roofing Specialists is not responsible for conduit whether on the roof, within the roof or below the existing roofing system.
- Horizon Roofing Specialists is not responsible for the calibration, recalibration, readjustment and/or testing on any electronic equipment such as but not limited to satellite dish, camera security, communication equipment, GPS devices, or recertification of lightning rods (grounding system).

**Please be advised that noise created by installation of roof is normal and is expected during working hours. If this is an issue please advise prior to commencement.**

All material is guaranteed to be as specified, and the above work to be performed in accordance with the specifications submitted for the above work and completed in a substantial workmanlike manner for the sum of:

Total price roof replacement w/ 15 year warranty.....\$ 121,657.00  
Total Tax @ .0825 ( N/A with tax exempt certificate).....\$ N/A

**(50% deposit upon signing proposal, balance due upon completion of scope of work)  
(Please submit tax exempt certificate)**

Any alteration or deviation from above specifications involving extra costs will be executed only upon written change orders and will become an extra charge over and above the proposal. All change orders must be pre-paid prior to commencement. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance upon above project. The building owner is responsible to secure any items within or around the building that could be disturbed by the process of the work to be performed. The building owner agrees to supply to Horizon Roofing Specialists, at no charge, use of power/water supply, space for signage, and access to the roof and all areas of the exterior of the buildings including: designated space for cranes, dumpsters, material storage, and portable toilets. We will make every attempt to work with your schedule and keep any inconveniences that you may encounter to a minimum. All warranties and lien wavers will be issued after the receipt of final payment. After 30 days accounts will be charge interest at a rate of 18% annum. Should there be a default in payment according to the contract terms, the customer shall be responsible for any/all collections and attorney fees.

**NOTICE TO OWNER:**

Any person or company supplying labor or materials for this project on your property may file a lien against your property if that person or company is not paid for their contributions. Under Texas law you have the right to pay persons who supplied labor or materials for this project directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the project unless we give you a lien waiver signed by persons who supplied any labor or materials for the improvement and who gave you timely notice.

**Respectfully submitted by Horizon Roofing Specialists**

Date \_\_\_\_\_ Per \_\_\_\_\_  
Rocky DeMarco

Note: This proposal may be withdrawn by us if not accepted within 30 days.

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date \_\_\_\_\_ Signature \_\_\_\_\_ OPTION A \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_ OPTION B \_\_\_\_\_

# Exclusions & Disclaimers

**Exclusions:** Snow removal, structural repairs, skylights, carpentry, plumbing, electrical, mechanical, masonry, or code upgrades unless specifically mentioned in the above scope of work. Horizon Roofing Specialists neither assumes nor accepts any responsibility for the proper construction, slope or moisture content of the roof deck. Horizon Roofing Specialists is not responsible for leakage through the existing roof or other portions of the building that have not yet been re-roofed by Horizon Roofing Specialists. You agree to inform Horizon Roofing Specialists in advance about any hazardous or regulated substances, including but not limited to asbestos or mold, that may exist or be encountered anywhere in or around the work area. If Horizon Roofing Specialists encounters any such substance during the course of performance of this proposal, Horizon Roofing Specialists will immediately stop work until you have arranged for the containment, removal and cleanup of the substance as required by any applicable law. Horizon Roofing Specialists is not responsible for any costs associated with containment, disposing of or cleaning up any substances encountered by us, or directly or indirectly affected by our work, unless that is specifically agreed to in the proposal. Further, you will be responsible for any increased costs of performance caused to Horizon Roofing Specialists by the existence of any such substance in and around the work area.

**Disclaimers:** Horizon Roofing Specialists is an installer only of roofing and waterproofing materials intended to keep exterior moisture from penetrating through roofing material. We are not a designer, architect or engineer. Horizon Roofing Specialists makes no warranties or guarantees as to the adequacy of existing or new roof venting to prevent excess humidity and consequential problems of condensation and mold, or any other interior climatic problems. We recommend that owner consults with an architect, engineer or other interior air quality professional concerning ventilation concerns. Owner acknowledges that noise, fumes and odors will be generated as part of normal roofing operations. Owner will indemnify and hold harmless Horizon Roofing Specialists from claims relating to noise, fumes and odors released during normal roofing process. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Horizon Roofing Specialists price is based upon there not being electrical or other conduit or other materials embedded within the roof assembly or directly affixed to the underside of the roof deck unless expressly identified on the face of this proposal. Customer will indemnify Horizon Roofing Specialists from any personal injury, damage, claim, loss or expense resulting from the presence of conduit, shall render the conduit harmless so as to avoid injury to Horizon Roofing Specialists personnel, and shall compensate Horizon Roofing Specialists for additional time, labor and expense resulting from the presence of such materials. Customer acknowledges that re-roofing of an existing building may cause disturbances, dust or debris to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Horizon Roofing Specialists shall not be responsible for disturbance, damage, clean-up or loss to interior property that Customer did not remove or protect prior to the commencement of roofing operations. Unless otherwise agreed, it is understood that the work shall be performed during regular work hours of regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our published rates for such work, shall be added to the contract amount. Neither you nor Horizon Roofing Specialists shall be liable to the other party hereto for any loss, damage or delay arising out of any cause beyond the reasonable control of either party, including but not limited to: Acts of government, strikes, lockouts, fire explosion, theft, floods, riot, civil commotion, war, malicious mischief or force majeure; provided however, that, should loss or damage to our material or work occur at the installation site, you shall compensate Horizon Roofing Specialists therefore, unless such loss or damage results from the acts or omissions of Horizon Roofing Specialists. Horizon Roofing Specialists liability with respect to any claim by you of any nature pursuant to this agreement shall be limited to the dollar amount of this proposal. Under no circumstances shall either of us be liable to the other for any consequential damages from whatever cause arising.

# The Interlocal Purchasing System

Purchasing Made Personal



Printed 5 July 2023



www.horizonroofingspecialists.com

## Horizon Roofing Specialists LLC

**EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM  
PO MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER**

|         | <u>PAYMENT TO</u>    | <u>TIPS CONTACT</u>           |
|---------|----------------------|-------------------------------|
| ADDRESS | 1184 Madeline Street | NAME David Mabe               |
| CITY    | New Braunfels        | PHONE (866) 839-8477          |
| STATE   | TX                   | FAX (866) 839-8472            |
| ZIP     | 78132                | EMAIL david.mabe@tips-usa.com |

**DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N      HUB: N**

### SERVING STATES

LA | NM | OH | OK | TX

### Overview

*Horizon Roofing Specialists - We Rise to Serve! Commercial Roofing Division can work on most low sloped and steep sloped roofing systems. PVC /TPO Roofing Systems, Standing Seam Metal Roofs , Commercial Shingle Roofs*

**AWARDED CONTRACTS "View EDGAR Doc" on Website**

| <b>Contract</b> | <b>Comodity</b>       | <b>Exp Date</b> | <b>EDGAR</b> |
|-----------------|-----------------------|-----------------|--------------|
| 211001          | Job Order Contracting | 01/31/2024      | No           |

**CONTACTS BY CONTRACTS**

211001

|                |           |                |                         |
|----------------|-----------|----------------|-------------------------|
| Michael Rankin | Owner     | (210) 313-9162 | mike@roofinghorizon.com |
| Secretary      | Secretary | (210) 313-9469 | fawn@roofinghorizon.com |





May 30, 2023

508 Cedar Drive  
Georgetown, TX 78628

Attn: Donald Smuck – City of Bastrop

**RE: Bastrop Police Department – 104 Grady Tuck Lane, Bastrop, TX 78602**

Mr. Smuck

Texas Traditions Roofing (TTR) is pleased to provide the following proposal, which demonstrates a roof system that meets, or exceeds, industry standards.

**EXISTING ROOF ASSEMBLY:** The assembly from the top down is as follows.

|   |
|---|
| <b>Existing Roof:</b><br>Approx. 15,500 sf.                           |
| <ul style="list-style-type: none"> <li>• Metal Roof System</li> </ul> |

**PROPOSED ROOF ASSEMBLY:** The assembly from the top down is as follows.

|   |
|---|
| <b>Proposed Roof:</b><br>Approx. 15,500 sf.   |
| <ul style="list-style-type: none"> <li>• 60 mil TPO, Mechanically Attached</li> <li>• 1.5" Polyisocyanurate Insulation, Mechanically Attached</li> <li>• 2"x16" EPS Flute Fill</li> <li>• Existing Metal Roof System</li> </ul> |

**With consistent and purposeful maintenance, the design life of this roof is 25+ years.**

## The Project Will Proceed As Follows

### **I STAGING & PREPARATION:**

TTR proposes to stage its material and equipment adjacent to the building. The set-up area(s) will need to be dedicated to the roofing operation for the duration of the project. Pedestrian and vehicle traffic will need to be routed away from the set-up and material lay-down areas.

TTR has completed a visual inspection at the roof level and the interior of the facility. Although it is TTR's goal to minimize change orders, and unforeseen costs, commercial roof replacements contain unforeseen modifications that cannot be accounted for at the beginning of the project. Please see the contingency section for additional information and costs for common items.

The replacement process can have an impact on the interior of the facility. The impact will be noise and possibly debris.

### **I INTERIOR PROTECTION:**

Interior protection is not included in TTR's quote. Dust and debris should be expected to fall into the workspace directly below the roof replacement. TTR recommends that any equipment, or product, that could be negatively affected by minor dust and debris be removed or protected. TTR is not responsible for disturbance, damage, clean-up, loss of use, or property in the interior of the facility resulting from the roof replacement.

### **I MECHANICAL/ELECTRICAL/PLUMBING:**

To accommodate the installation of the new roof system and ensure its performance, the project may require the assistance of other trade contractors. Modification, disconnect, and reconnect to roof top mechanical, electrical and plumbing items may be required. TTR will work to coordinate completing the roof work scope with the appropriate trades.

Any roof top MEP items scheduled for removal should be completely disconnected from any duct work, electrical and plumbing lines. All items to be removed should be clearly marked with orange marking paint on the roof.

As part of the roof replacement project, the above deck portion of the roof drains will be disassembled. Due to age, expansion and contraction or other issues, the existing roof drain parts may need to be replaced. TTR recommends that the client have a plumber test the plumbing lines related to any roof drains prior to the start of the project to ensure they are in good working order. Please see the contingency section for more information and pricing.

**I CONDUIT:**

Proposal price is based upon there not being electrical conduit, or other material, embedded within the roof assembly or attached directly to the underside of the roof deck. TTR will not be responsible for repairs to conduit damage by roof fasteners.

Owner warrants there will be no live power lines on, or near, the roof servicing the building where TTR will be working and the owner will turn off any such power supplies to avoid an electrocution risk to TTR employees.

**I WALKWAY:**

Walkway can be provided and installed at an additional unit rate of \$20.00 plf.

**I PERMIT:**

The cost of the building permit is included in this proposal.

**I WARRANTY:**

The roof system includes a twenty (20) year manufacturer's labor and material warranty.

**I CONTINGENCY:**

A contingency allowance of 5% more than the contract amount is recommended. The contingency amount provides budget for items that are not identifiable until the demolition of the existing roof system is completed and will only be invoiced as required to repair deficient items with prior approval. Unit rates for common contingency items are as follows:

- Replacement of Metal Roof Deck = \$8.00 psf.
- Wire Brush and Rust Inhibiting Primer = \$2.00 psf.
- Small Holes Pated with 22-Gauge Plates = \$2.50 psf.
- Wood Blocking Replacement = \$4.00 plf.
- Bond(s). Texas Traditions Roofing Bond Rate = 2.5%

**I CLARIFICATIONS:**

- This proposal is subject to approval by governing municipality, which dictate minimum R-value that must be provided for a roof system.
- Supplementary trips due to delays caused by others may result in additional charges.

## Work Scope

### **TPO ROOF SYSTEM INCLUSIONS:**

- 2"x16" EPS flute fill over existing metal roof system.
- One (1) layer of 1.5" poly iso insulation, mechanically attached.
- ½" CDX plywood at existing metal parapet walls.
- 60 mill TPO membrane, RhinoBond attached.
- Parapet coping in 24-gauge prefinished standard color.
- Wood blocking at the gutter line.
- Drip edge in 24-gauge prefinished standard color.
- 4"x4" box downspouts in 24-gauge prefinished standard color.
- 20-year manufacturer's NDL warranty.
- 2-year annual inspection and maintenance.

### **STANDARD INCLUSIONS:**

- Dispose of all roof related trash in Texas Traditions Roofing supplied dumpsters.
- Equipment to move materials on site as needed.

### **EXCLUSIONS:**

- Sales tax.
- Any work related to soffits or fascia.
- Any metal flashings below roof line or specific to any other trade.
- Roof curbs.
- Walkway pads.
- Painting.
- Roof access ladder.
- Roof access hatch.
- Bond(s).

### **INVESTMENT AMOUNT:**

- TPO Roof System, Base Bid: **\$135,895.00**

*Price is valid for 30 days.*

Thank you for the opportunity, and please feel free to contact me if you have any questions!

Respectfully Submitted,  
*Chelsea McCoy*  
Chelsea, Account Manager  
Texas Traditions Roofing  
512-639-2296  
[chelsea@txtroofing.com](mailto:chelsea@txtroofing.com)



June 29, 2023  
 City of Bastrop  
 1311 Chestnut Street  
 Bastrop, TX 78602

We appreciate the opportunity to earn your business. Since 1991, our company has sought to deliver quality workmanship, competitive prices, and complete customer satisfaction. I have included the scope of work to be performed on this project. If you have any questions, please feel free to contact me.

**SCOPE OF WORK FOR: Bastrop PD / Municipal Court  
 60 Mil Carlisle TPO Retrofit /20 Year NDL**

1. Loose lay approximately 13,000 SF of 2" EPS or ISO insulation in the "flutes" of the metal roof panel.
2. Mechanically fasten approximately 13,000 SF of 1" Faced EPS or ISO insulation over the flute fill to the structural deck.
3. Mechanically fasten approximately 5,450 SF of 60 Mil white Carlisle TPO roofing membrane according to manufacturer's specifications to receive a 20 year NDL warranty.
4. Install approximately 2,900SF of 1/4" Densdeek Prime and 60 mil TPO flashing membrane at walls. The membrane will either be run up and over the wall and terminated under new 8" two pc metal (Sandstone) or ran up the wall and terminated as necessary.
5. Install custom factory pipe boots, curbs, pitch pans, and flashings on all roof penetrations.
6. Complete all work to manufacturers specifications.
7. Clean up and remove all debris caused by the roof installation.

**CUSTOMER INITIALS**

The above referenced job will be completed for the sum of: \_\_\_\_\_ **\$165,830.00**

This price includes all labor, material, and equipment to complete said project.

Upon completion of installation, a **20 Year (NDL) Manufacturer Warranty** will be issued by the manufacturer and a **2 Year Workmanship Warranty** by DK Haney Roofing, Inc.

**NOTES:**

1. Due to market fluctuations, pricing good for 30 days from today.
2. Bonds, permits, and fees, if any, are excluded.
3. TERMS: 60% (\$99,498.00) due at contract signing; Balance (\$66,332.00) due upon substantial completion of the installation.
4. **Areas of rotted plywood will be mutually agreed upon and replaced at an additional cost of \$6.50 SF**

**CUSTOMER INITIALS**

5. A credit card fee of 3% will be added to the total value (including tax) of proposal/contract if Customer wishes to pay by credit card.
6. Tax excluded, a tax-exempt certificate must be presented prior to construction.

**General Terms:**

1. The "Work" DK Haney, Inc. is agreeing to perform is set forth in this Proposal which shall supersede any other agreement between the parties to the contrary. DK Haney is not obligated to perform any work beyond or in addition to the Work provided for herein unless a written Change Order has been signed and agreed to by customer and DK Haney Roofing, Inc. If customer requests for DK Haney Roofing, Inc. to perform additional work which is performed, then customer agrees to pay DK Haney Roofing, Inc., for such work at market rates.
2. DK Haney Roofing, Inc. is not responsible for any claim, damages, loss, or expense suffered by customer that is caused by acts of God, preexisting conditions of the structure upon which the Work is being performed or that is outside of the scope of work of DK Haney, Inc. or caused by the negligent acts or omission of customer or its employees and any person directly or indirectly acting on its behalf.
3. Once signed by both parties, this Contract represents the entire agreement of the parties with respect to the Work and supersedes all prior agreements, representations or understandings and this Contract can be amended only by a written signed amendment.
4. This Contract is governed by Texas law. Any and all disputes between the parties, of any kind, related to this Contract or otherwise, shall be determined by binding arbitration with the American Arbitration Association pursuant to its Construction Industry Rules which shall be held in Fort Worth, Texas at a location and with one neutral arbitrator both to be selected by DK Haney, Inc.
5. If the Manufacturer issues the applicable warranty for the Work performed by DK Haney, Inc., then that shall be conclusive evidence that DK Haney Roofing, Inc. has performed its Work in a good and workmanlike manner, in conformance with industry standards and in full compliance with its obligations under this Contract.
6. If customer fails to timely pay DK Haney Roofing, Inc. then DK Haney Roofing, Inc. shall be entitled to recover from customer all costs, expenses and attorneys fees incurred in pursuing collection from customer of the just amount owed. All outstanding amounts due shall bear interest at the rate of 12% per year compounded annually. Customer hereby grants DK Haney and its assigns permission to copyright, edit, use, and publish photographs or videos of roofs installed on Customer's property by DK Haney and waives right to inspect or pre-approve said photos or videos. Customer understands these materials may include the name, location and recognizable parts of customers building.
7. Texas law requires a person insured under a property insurance policy to pay any deductible applicable to a claim made under the policy. It is a violation of this Texas law for a person or business paid wholly or partly from proceeds of a property insurance claim to knowingly allow the insured person to fail to pay or assist the insured person's failure to pay, the applicable insurance deductible. See SECTION 2. Business & Commerce Code, is amended to read as follows: Section 27.02. "Goods or Services Paid for by Insurance Proceeds: Payment of Deductible Required"

Thank you for your consideration,

Kim Ross - Account Manager



DK Haney Roofing, Inc.

By signing and dating below I have read and agreed to the acceptance of the above proposal.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**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 **Horizon Roofing Specialists**, acting by **Michael Rankin** (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” or “City of Bastrop PD/Court Roof .”).

**I. General Information and Terms.**

|   |  |
|---|--|
| Engineer/Contractor’s Name and Address: | Horizon Roofing Specialists<br>P.O. Box 310604<br>New Braunfels, Texas 78132<br>Attn: Michael Rankin |
| General Description of Services:        | Roof Overlay @PD/Municipal Court   |
| Maximum Contract Amount:                | \$121,657.00   |
| Effective Date:                         | On the latest of the dates signed by both parties.   |
| 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 from receipt of Contractor’s invoices, except for the final billing. The City will pay the Contractor within 30 days from 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 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 (Texas Tax Code Section 151.309 and Title 3) and federal excise tax (Internal Revenue Code Subtitle D). 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 that is 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, then before bringing any legal action, the parties agree to try in good faith, 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 Texas Government Code Section 2252.908. 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 Texas Government Code Section 2270.002, (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 and the Contractor's affiliates, subsidiaries, subcontractors, consultants, agents, and any other person associated with Contractor shall keep full and accurate books and records with respect to all Work performed, all payments and all expenditures in connection with this Agreement. The records to be maintained and retained by Contractor 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 provide notice, 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.**

**HORIZON ROOFING SPECIALISTS**

**CITY OF BASTROP**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**EXHIBIT A-1**

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

*(See Attached)*

**EXHIBIT A-2**

Scope of Services **dated XXXX XX, 2022**

*(See Attached)*

**EXHIBIT A-3**

House Bill 89 Verification

*(See Attached)*

**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**  
**Public Works 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)**

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

Commercial General Liability:

|                       | <input type="checkbox"/> Very High/High Risk | <input checked="" type="checkbox"/> Medium Risk | <input type="checkbox"/> 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                         |

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

| <input type="checkbox"/> Very High/ High Risk | <input checked="" type="checkbox"/> Medium Risk | <input type="checkbox"/> 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.

- 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:** July 25, 2023

**TITLE:**

Consider action to approve Resolution No. R-2023-105 of the City Council of the City of Bastrop, Texas to approve a professional services contract with Luck Design Team LLC, for the City of Bastrop Fairview Cemetery Improvements, Section 9 Development for a not to exceed amount of One Hundred and Twelve Thousand, Two Hundred and Ninety Nine Dollars (\$112,299.00); authorizing the City Manager to execute all necessary documents; providing a repealing clause; and establishing an effective date.

**AGENDA ITEM SUBMITTED BY:**

Artiss Powell, Project Manager

**BACKGROUND/HISTORY:**

The Fairview Cemetery Advisory Board has been working on a plan to develop Section 9 to expand plot availability for sale. Plot inventory is getting low in the open sections. In addition, an increase in cremations has helped to identify a need for a columbarium option for the interment of ashes.

This section 9 is undeveloped land, which is already owned by Fairview Cemetery, and is estimated to add approximately 1,148 plots/niches for sale. The City has previously worked with Luck Design Team LLC, on the planning of the unimproved area of Section 9.

The Fairview Cemetery Improvements, Section 9 Development project design scope will include a Fairview Cemetery boundary retracement, geotechnical evaluation and design construction documentation that will include proposed cemetery lot layout controls, a covered shade structure with (3) Columbaria units on concrete flatwork and a loop cemetery roadway and landscaping improvements.

The City has received preliminary costs for engineering and construction, including the columbaria units. The total estimated cost fully built out is approximately \$900,000. This number will get refined as engineering is completed and bids are received for construction.

The Fairview Cemetery Advisory Board has participated in the planning of Section 9 development and is making this request to City Council to continue moving forward with engineering services.

We expect to give the Notice to Proceed to Luck Design Team LLC, in August 2023 and the design should last 7 months. We are anticipating bidding this project in the spring 2024.

**FISCAL IMPACT:**

Cemetery Fund FY23

**RECOMMENDATION:**

Consider action to approve Resolution No. R-2023-105 of the City Council of the City of Bastrop, Texas to approve a professional services contract with Luck Design Team LLC, for the City of Bastrop Fairview Cemetery Improvements, Section 9 Development for a not to exceed amount of One Hundred and Twelve Thousand, Two Hundred and Ninety Nine Dollars (\$112,299.00); authorizing the City Manager to execute all necessary documents; providing a repealing clause; and establishing an effective date.

**ATTACHMENTS:**

- Exhibit A: Professional Services Contract between the City of Bastrop and Luck Design Team LLC
- Exhibit B: Resolution No R-2023-105
- Exhibit C: Map Location

**RESOLUTION NO. R-2023-105**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A PROFESSIONAL SERVICES CONTRACT WITH LUCK DESIGN TEAM LLC FOR A NOT-TO-EXCEED AMOUNT OF ONE HUNDRED AND TWELVE THOUSAND, TWO HUNDRED AND NINETY-NINE DOLLARS (\$112,299.00) FOR THE FAIRVIEW CEMETERY IMPROVEMENTS SECTION 9 DEVELOPMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, The City Council of the City of Bastrop, Texas previously received a presentation on the need for development in Section 9 of Fairview Cemetery on November 8, 2022; and

**WHEREAS**, Section 9 is undeveloped land, already owned by Fairview Cemetery, and estimated to add approximately 1,148 burial spaces available for sale; and

**WHEREAS**, The City has previously worked with Luck Design Team LLC on the planning of the undeveloped Section 9 of the Cemetery; and

**WHEREAS**, The City of Bastrop Fairview Cemetery Advisory Board recommends moving forward with engineering services for the Fairview Cemetery Improvements Section 9 Development. The funding is provided by the Cemetery Fund FY23.

**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 with Luck Design Team LLC to conduct design and construction for the Fairview Cemetery Improvements Section 9 Development for a not to exceed amount of \$112,299.00.

**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:** 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 severable.

**Section 4:** 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 25<sup>th</sup> day of July 2023.

**APPROVED:**

\_\_\_\_\_  
Lyle Nelson, 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 **LUCK Design Team LLC**, acting by 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” or “City of Bastrop Fairview Cemetery Improvements, Section 9 Development”).

**I. General Information and Terms.**

Engineer’s/Contractor’s Name and Address: LUCK Design Team LLC  
9600 Escarpment Boulevard, #745-4  
Austin, Texas 78749  
Attn: Brent Luck

General Description of Services: Professional design services for the City of Bastrop Fairview Cemetery Improvements, Section 9 Development.

Maximum Contract Amount: \$112,299.00

Effective Date: On the latest of the dates signed by both parties.

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  
CITY OF BASTROP, GENERAL SERVICES CONTRACT/Page 1

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).

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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.

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- EXHIBIT B-1 Requirements for General Services Contract

**V. Signatures.**

**LUCK Design Team, LLC**

**CITY OF BASTROP**

By:  \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Brent Luck

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

Title: President

Title: \_\_\_\_\_

Date: June 26, 2023

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

**EXHIBIT A-1**

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

*(See Attached)*

# CERTIFICATE OF INTERESTED PARTIES

Item 10B.

FORM 1

1 of 1

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:  
2023-1038658

Date Filed:  
06/26/2023

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

LUCK Design Team  
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.**

City of Bastrop Fairview Cemet  
City of Bastrop Fairview Cemetery Expansion Improvements

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|--------------------------|--|---------------------------------------|--------------|
|   |                          |  | Controlling                           | Intermediary |
|   |                          |  |                                       |              |
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|   |                          |  |                                       |              |

5 Check only if there is NO Interested Party.



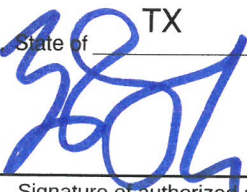
**6 UNSWORN DECLARATION**

My name is Brent Luck, and my date of birth is March 3, 1970.

My address is 11009 Ariock Lane, Austin, TX, 78739, USA  
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of TX, on the 28th day of June, 2023.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)

**EXHIBIT A-2**

Scope of Services **dated June 22, 2023**

*(See Attached)*



June 22, 2023  
 Fabiola M. de Carvalho, AMP MIAM  
 City of Bastrop  
 1311 Chestnut Street  
 Bastrop, Texas 78602

Re: City of Bastrop Fairview Cemetery Improvements, Section 9 Development  
 located in Bastrop, Texas.

Dear Ms. Fabiola M. de Carvalho,

LUCK Design Team, LLC is pleased to submit the following proposal for professional services for the City of Bastrop Fairview Cemetery Improvements, Section 9 Development. We propose the following services:

**I. SCOPE OF SERVICES – CEMETERY EXPANSION MASTER PLAN**

A. Fairview Cemetery Tract Boundary Retracement

Luck Design Team sub-consultant will prepare a boundary retracement of the entire Fairview Cemetery Tract as shown on the 1997 plat prepared by LCRA.

B. Houston Toad Habitat Assessment

This task will be performed by Luck Design Team sub-consultant ecologists who are permitted by the U.S. Fish and Wildlife Service (USFWS) to conduct management and research for the Houston Toad (*Anaxyrus houstonensis*). Under this task our staff will conduct a thorough investigation of the history of Houston Toad occurrence within, and surrounding, the project area, and conduct a field visit to the site where no fewer than two biologists will walk the project area in search of Houston Toads, and their associated habitats. Costs associated with this task include research and report preparation, map production, one biological field visit, and mileage to and from the field site.

The property is located within Critical Habitat for the Houston Toad. Additionally, the project area is within 5 kilometers of previously



Fabiola M. de Carvalho  
June 22, 2023  
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occupied ponds within Bastrop State Park, as well as previously occupied portions of Lake Bastrop, which indicates some likelihood that Houston Toads might occur here, or on the neighboring tracts.

Further investigations, such as remote auditory monitoring, nocturnal human performed auditory surveys, daytime upland surveys for metamorphosed juveniles, or aquatic searches for egg strands and tadpoles on the site are beyond this scope of services. If desired, these additional tasks, as well as continued annual monitoring, could be proposed as a subsequent phase of work.

C. Geotechnical Evaluation

The Luck Design Team sub-consultant will provide the City of Bastrop with a geotechnical soils investigation report for the improvements at the cemetery site. The report shall include:

- Seven (7) boring locations - 6' deep

Design recommendations for foundation, pavement and structural recommendations will be provided.

The LUCK Design Team sub-consultant will review the geotechnical reports and pavement design provided in the Geotech report.

D. Schematic Plan Development (30% Construction Document Completion)

LUCK Design Team and Luck Design Team sub-consultants will prepare Schematic Plans (30% completion of construction document preparation) for the City of Bastrop Fairview Cemetery Improvements, Section 9 Development illustrating general locations, sizes and relationships of improvements, materials and forms of construction, and proposed equipment for use in development of the cemetery facilities. The proposed improvements to be included are shown on the City of Bastrop Fairview Cemetery Expansion Materials Plan dated May 17, 2022 (Attachment A) and further described in Item "II – Client Responsibilities and Project Assumptions". These improvements will be shown within context of the topographic and boundary survey. Material cut-sheets as necessary to illustrate design characteristics of selected equipment, finishes and materials will also be included.

Fabiola M. de Carvalho  
June 22, 2023  
Page 3

LUCK Design Team and LUCK Design Team sub-consultants will collaborate to prepare an opinion of probable construction costs for improvements and review schematic plans with City Staff and document their comments for use during preparation of design development plans.

LUCK Design Team will attend meetings with the City of Bastrop Staff for project review and coordination and to ensure master-planning intent of the improvements is carried into the early stages of the construction document preparation.

LUCK Design Team will attend a maximum of two (2) meetings with the City of Bastrop for project review and coordination.

E. Design Development (60% Construction Document Completion)

LUCK Design Team and LUCK Design Team sub-consultants will prepare Design Development Plans (60% completion of construction document preparation) for the City of Bastrop Fairview Cemetery Improvements, Section 9 Development illustrating general locations, sizes and relationships of improvements, materials and forms of construction, and proposed equipment for use in development of the cemetery facilities.

The design development plans will be prepared for City of Bastrop review and comment. The design team will finalize locations and configurations of site facility improvements and illustrate in digital form.

Design development site plans will identify types and size requirements of site elements including site amenities, access and circulation routes, pedestrian circulation routes, and irrigation improvements (mainline and quick coupling locations only). Design development plans will also coordinate site grading, wet utilities improvements, water quality improvements and landscape architectural improvements. Project phasing will be indicated on these plans, if applicable. Material cut-sheets as needed to illustrate the final designs proposed at the park will be provided.

Fabiola M. de Carvalho  
June 22, 2023  
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Prepare final design development drawings incorporating the City's 60% plan comments and prepare and a revised opinion of probable construction costs (OPCC) for park improvements will also be prepared.

LUCK Design Team will attend a maximum of two (2) meetings with the City of Bastrop for project review and coordination.

F. Construction Documents Preparation (100% Construction Document oCompletion)

LUCK Design Team and LUCK Design Team sub-consultants will prepare all construction documents and specifications to allow bidding and construction of the proposed City of Bastrop Fairview Cemetery Improvements, Section 9 Development. The construction documents will include the proposed park improvement elements as indicated on the City of Bastrop Fairview Improvements, Section 9 Development Master Plan dated May 17, 2022 (Attachment A) and further described in Item "II – Client Responsibilities and Project Assumptions". Site layout plans with dimensional control information necessary to construct site improvements, including general roadway layout, site grading and drainage, general pedestrian walkways and gravesite location improvements, including the Columbaria will be provided.

The LUCK Design Team sub-consultant will design grading plans with vertical information necessary for construction. Site drainage and storm sewer plans with information necessary for construction will be provided with site details indicating specific information and data necessary for construction site improvements. Irrigation plans and details necessary for construction of the mainline and quick couplers will be provided as well. It is assumed that the water source for the irrigation will be from a metered potable water line.

Structural design of the columbaria slab and the shade covering over the columbaria is included in this scope of services.

On March 5, 2003, the National Pollution Discharge Elimination System (NPDES) permitting authority was transferred over to the Texas Commission on Environmental Quality (TCEQ). TCEQ's general permit (TPDES construction General Permit TXR 150000) combines large

Fabiola M. de Carvalho  
June 22, 2023  
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construction activity (5 or more acres) and small construction activity (1 to less than 5 –acres) requirements for all projects in the state of Texas. The construction activity for the park is anticipated to be under five acres; therefore, this project falls under small construction activity requirements.

1. Luck Design Team sub-consultant will prepare an erosion control layout plan for the project, identifying locations of proposed erosion control measures and furnish to the City of Bastrop. The contractor must display the plan at the job site as part of his Storm Water Pollution Prevention Plan and update the plan accordingly to the requirements listed in the SWP3. The contractor must follow the plan and the local MS4 operator must be notified 48 hours prior to the start of the construction.

The Luck Design Team sub-consultant will prepare drainage plans for submittal to the City, if applicable.

The Luck Design Team sub-consultant will prepare an erosion control sheet for inclusion into the plan set.

Luck Design Team sub-consultant will prepare a water service plan to the cemetery improvements project site based on the City of Bastrop design criteria. The water service plan will include the proposed water line from the existing nearby water.

The Luck Design team sub-consultant will provide:

Utility Coordination (Water)

- Map existing utilities in the project area on plan from surface features and 811 markings.
- Resolve potential water utility conflicts including connection points to the existing cemetery water system through design modifications and/or recommended utility adjustments.

Demolition / Removal Plan

- Prepare plan showing all site features to be removed by the contractor.

Drainage Report

- Conduct pre/post development drainage analysis.

Fabiola M. de Carvalho  
 June 22, 2023  
 Page 6

- Prepare site stormwater layouts, anticipated to be an open system stormwater design. (No drainage improvements, over and above on-site grading, are proposed.)
- Prepare site drainage report, if applicable.

#### Environmental Regulations

- Prepare Calculation of Impervious Cover (anticipated less than 25%)
- Prepare temporary erosion and sediment controls.
- Prepare stormwater quality and stream treatment.

#### Project Site Plan

- Proposed erosion and sedimentation controls (SW3P).
- Proposed 2” irrigation loop main water system and hose bibs.
- Proposed site grading, contours, and spot elevations for all improvements.
- Proposed surface drainage improvements consisting of swales (plan and profiles will be provided)
- Proposed asphalt cemetery roads with concrete aprons (with roadway typical section and roadway plan and profile).
- Proposed fencing, if applicable.
- Cemetery loop drive with striping and signage.
- Required typical sections, details and notes.
- General Notes.
- Construction Phasing and Schedule.
- Prepare notes describing construction phasing.
- Prepare construction schedule estimate (working days).
- Prepare traffic control plan (barricade only).

Prepare final design development drawings incorporating the City’s 60% plan comments.

LUCK Design Team and LUCK Design Team sub-consultants will collaborate to provide the City with a final opinion of probable construction costs for the City of Bastrop Cemetery Expansion Improvements at the 100% plan completion stage. Specifications and bidder instructions in CSI format and will be provided to assist staff in the preparation of bid packets and bid form formatting.

LUCK Design Team will advertise the project to bid in the local paper and in CivCast.

Fabiola M. de Carvalho  
June 22, 2023  
Page 7

LUCK Design Team will deliver to the Owner one (1) original Issue for Bid set of construction documents and specifications and PDF documents of the same for bidding purposes.

The LUCK Design Team sub-consultant will make a recommendation for material testing services budget and scope to assist the City in hiring an inspection lab for the construction improvements.

LUCK Design Team will attend a maximum of two (2) meetings with the City of Bastrop for project review and coordination

G. Regulatory Services

LUCK Design Team and LUCK Design Team sub-consultants will prepare documents and drawings as reasonably required by the following governmental authorities to comply with permitting requirements that are in effect on the date of this agreement:

- The City of Bastrop Comprehensive Site Preparation Application permit. All City filing, permit review, application and Inspection fees to be waived for City projects.
- Texas Department of Licensing and Registration - Texas Accessibility Review (The consultant will register the project for accessibility with TDLR or the appropriate authorized agent as required prior to construction and make design modifications specifically identified by TDLR or the appropriate authorized agent as part of their pre-construction review.)

As is reasonably necessary, the consultant will evaluate, confer and respond to government staff and review comments regarding proposed improvements at the park site, including attending public hearings and addressing permitting issues if applicable.

LUCK Design Team and LUCK Design Team sub-consultants will make design modifications as requested by the applicable governmental authorities and approved by City Staff as they apply to the park components

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#### H. Bidding Services

LUCK Design Team and LUCK Design Team sub-consultants will provide assistance during the bidding phase of the City of Bastrop Fairview Cemetery Improvements, Section 9 Development by answering technical questions from contractors and conducting a pre-bid meeting with the City and potential contractors. Bid packets consisting of project specifications and plans and bid form formatting, utilizing front-end documents preferred by the City of Bastrop will be prepared and issued.

Attend and assist the City with a pre-bid conference (1 meeting).

LUCK Design Team and Luck Design Team sub-consultants will will tabulate contractor bids in a spreadsheet format for City review, check contractor reference, conduct bid opening, review/evaluate bids including alternates, and make a recommendation of contractor awards to the City.

LUCK Design Team will work with the contractor to prepare the construction contract package together to be executed by the City Council (including COI, bonds, etc.

#### I. Construction Phase Services

LUCK Design Team and Luck Design Team sub-consultants will will participate in a preconstruction conference prior to commencement of Work at the Site and provide assistance during the construction phase by providing construction administration, such as, but not limited to, reviewing contractor shop drawings when appropriate, visiting the project site at appropriate intervals to observe the progress and quality of the Work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work. Observations are to allow LUCK Design Team or its assigns, as experienced professionals, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. We anticipate that an average of one site visit every month (for two hours each visit) will be made during the construction phase of the project, which is projected to last twelve months. A total of twelve construction site visits is included in this scope of services.

Fabiola M. de Carvalho  
June 22, 2023  
Page 9

LUCK Design Team shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. LUCK Design Team does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.

The design team will recommend to the Owner that Contractor's work be disapproved and rejected while it is in progress if, based on such observations, LUCK Design Team believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

The design team will issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. LUCK Design Team may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

We will recommend Change Orders and Work Change Directives to the Owner, as appropriate, and prepare Change Orders and Work Change Directives as required and determine the appropriate pay amounts due Contractor, based on observations by LUCK Design Team or its assigns, as experienced and qualified design professionals and on review of Applications for Payment and accompanying supporting documentation. The construction schedule will be reviewed by the consultant when the contractor submits Applications for Payment each month.

A final walk-through of the construction site with the Owner's representative and the Contractor prior to the preparation of a final punch list will also be conducted. Attend and assist the City with substantial completion inspection(s) and final walk-thru including concurrent TAS inspection; issue punch list for incomplete items including time for completion and issuing letter of substantial and final completion (1 meeting).



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 June 22, 2023  
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LUCK Design Team and LUCK Design Team sub-consultants will attend and assist the City with final inspection for acceptance of project and issue letter of concurrence (1 meeting).

LUCK Design Team and LUCK Design Team sub-consultants will assist the City in acquiring final close-out documents, warranties, accurate as-built drawings, and other documents required to close-out project. Consultant will develop Record Drawings and provide pdf and AutoCAD files to the City.

LUCK Design Team will assist with review and approval of contractor's final Application and Certification for Payment including retainage.

J. Post Construction Survey to Set Burial Plot Block Corners

A LUCK Design Team sub-consultant will set monuments for each burial plot block corners in the expansion area. Summit Geomatics will set the monumentation after the construction of the project improvements. This monumentation will enable the City of Bastrop to establish individual burial plot, within each block as needed.

## II. CLIENT RESPONSIBILTIES AND PROJECT ASSUMPTIONS

The site is approximately 2.52-acres and is located at the southeast corner of the Fairview Cemetery. The Cemetery is generally located northeast of the intersection of Texas Highway 95 and Farm Street in Bastrop, Texas.

The anticipated City of Bastrop Fairview Cemetery Improvement, Section 9 Development elements included for design under the scope of services include:

- Proposed cemetery lot layout controls;
- Columbaria improvements with rock veneer and concrete flatwork and covered shade structure over the central three columbaria units;
- Loop cemetery drive at the 2.520 acres site;
- Loop irrigation main and hose bibs;
- Planting improvements at the columbaria site

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June 22, 2023  
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No new building structure floor plans for interment services, restrooms, office areas or maintenance are included in this scope of services.

No electrical engineering services are included in the scope of services for the columbaria improvements.

Fabiola M. de Carvalho  
 June 22, 2023  
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**III. COMPENSATION SUMMARY**  
**(See Attachment B – Excel Spreadsheet Basis of Compensation)**

Summary Fee Table:

| <b>Item 1: Cemetery Expansion Construction Document Preparation</b>  | <b>Fee Basis</b>                    | <b>Fee</b>       |
|--|-------------------------------------|------------------|
| A. Fairview Cemetery Tract Boundary Retracement  | Time and Materials<br>Not to Exceed | \$10,725         |
| B. Houston Toad Habitat Assessment   | Time and Materials<br>Not to Exceed | \$5,274          |
| C. Geotechnical Evaluation   | Time and Materials<br>Not To Exceed | \$6,300          |
| D. 30% Construction Contract Documents Completion: Design Plans, Specifications, Project Manua, OPCC )   | Time and Materials<br>Not To Exceed | \$7,500          |
| E. Construction Contract Documents Completion: Design Plans, Specifications, Project Manual, OPCC(60% Construction Contract Documents Completion)  | Time and Materials<br>Not To Exceed | \$9,000          |
| F. Construction Contract Documents Completion: Design Plans, Specifications, Project Manual, OPCC(100% Construction Contract Documents Completion) | Time and Materials<br>Not To Exceed | \$34,125         |
| G. Regulatory Services   | Time and Materials<br>Not To Exceed | \$2,500          |
| H. Bidding Services  | Time and Materials<br>Not To Exceed | \$6,375          |
| I. Construction Phase Services   | Time and Materials<br>Not To Exceed | \$21,500         |
| J. Post Construction Survey to Set Burial Plot Corners   | Time and Materials<br>Not to Exceed | 5,000            |
| K. Reimbursable Expense  | Estimated at cost plus<br>5%        | \$4,000          |
| <b>Item1</b>   | <b>Total Fee:</b>                   | <b>\$112,299</b> |

Fabiola M. de Carvalho  
June 22, 2023  
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LUCK Design Team and LUCK Design Team sub-consultants will perform the services identified in this Scope of Services and in accordance with cost breakdown shown on Table 1 herein provided on a Reimbursable/Hourly (Not-to-Exceed) basis in the amount of \$112,299.

Reimbursable expenses (billed at cost) will be billed in addition to the total design fee as reimbursable expenses are accrued.

Rate increases will not affect the cost of the project.

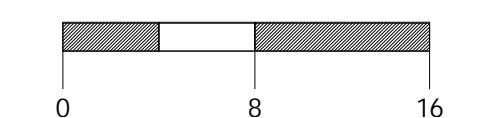
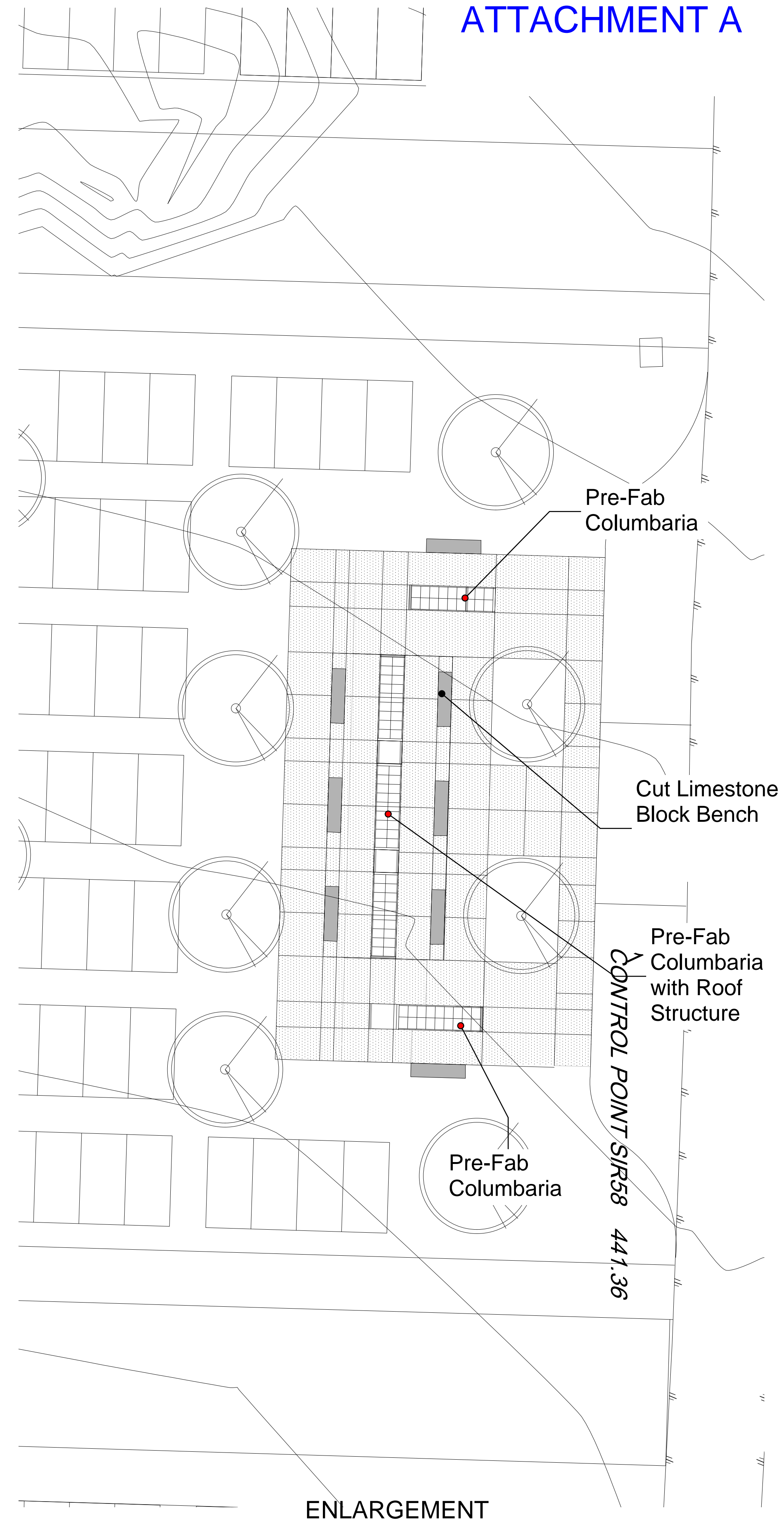
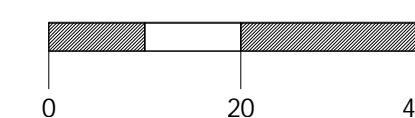
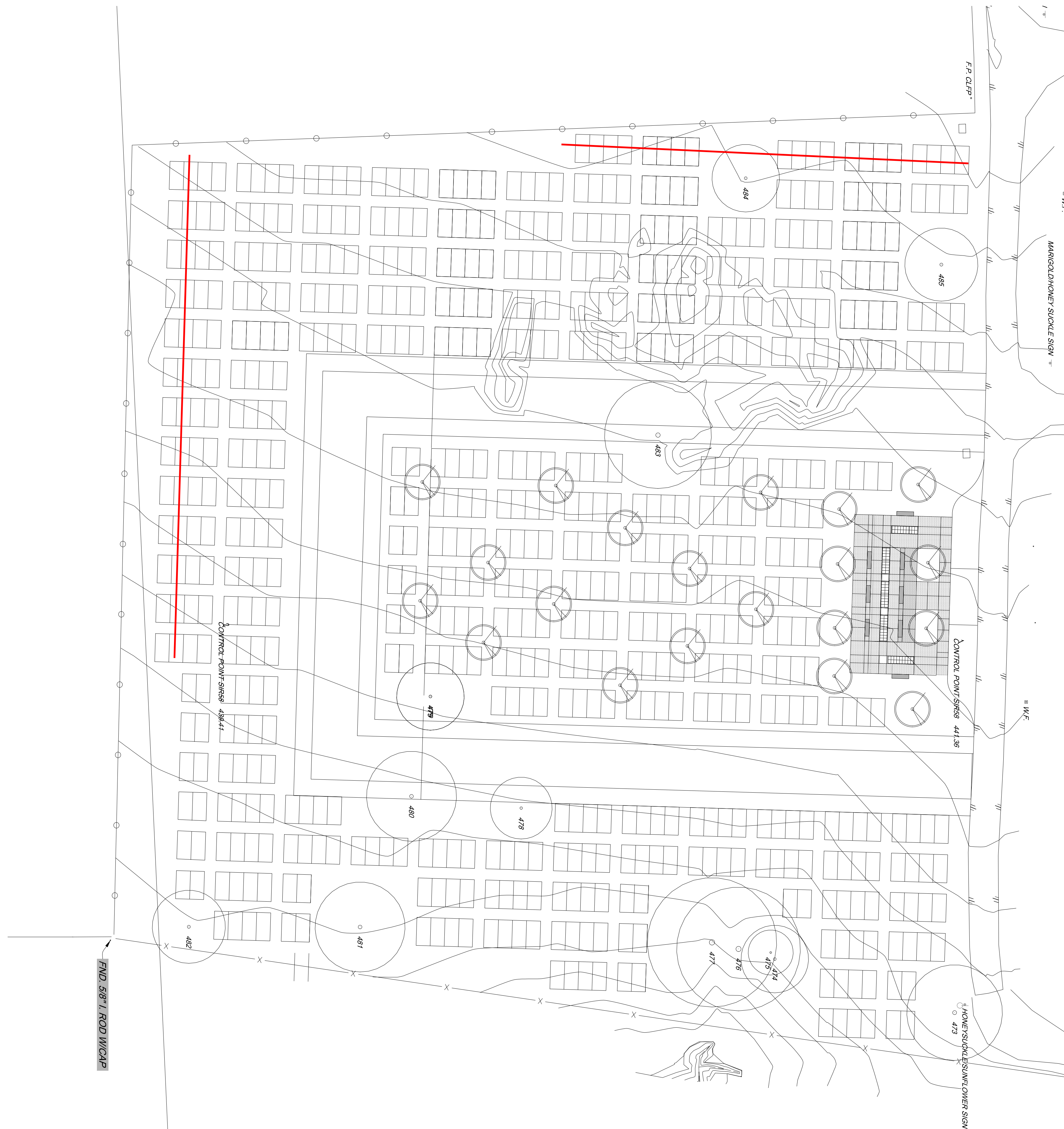
We appreciate the opportunity to be of service and look forward to assisting you in the development of this project. Upon your review of this proposal, please call if you have any questions.

Respectfully submitted,



Brent Luck, PLA  
Park Planner / Landscape Architect

# ATTACHMENT A



**LUCK DESIGN TEAM**  
 LANDSCAPE ARCHITECTURE  
 PLANNING  
 9000 Escarpment Boulevard • Suite 745-4 • Austin, Texas 78749 • 512.810.0684

This document is released under the authority of Jon Brenton Luck, RLA on May 17, 2022.  
 NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION.

## Fairview Cemetery Expansion

City of Bastrop

## Materials Plan

SHEET NUMBER  
**L2.0**  
 JOB # 049-01

| Bastrop Cemetery  |                         | Rates          |                |            |                |            |                 |                  |            |                 |
|---|-------------------------|----------------|----------------|------------|----------------|------------|-----------------|------------------|------------|-----------------|
| Updated: 2023-06-22   |                         | \$             | 125.00         | \$         | 60.00          |            |                 |                  |            |                 |
|   |                         |                | Brent          |            | Brent          | Raba       | Cambrian        |                  |            |                 |
|   |                         |                | PM             |            | LA/CAD         | Kistner    | Environmntl     | Freeland - Civil | Franke     | TOTAL FEE       |
|   |                         |                |                |            |                | Geotech    | Habitat         |                  | Structural |                 |
|   |                         |                |                |            |                | Assessment | Assessment      |                  |            |                 |
| <b>Boundary Retracement</b>   |                         |                |                |            |                |            |                 |                  |            |                 |
| Boundary Retracement  |                         |                | 0              |            | 0              |            |                 | \$               | 10,725     |                 |
|   | <b>LDT Subtotal Fee</b> | <b>\$0</b>     | <b>\$0</b>     | <b>\$0</b> | <b>\$0</b>     | <b>\$0</b> | <b>\$0</b>      | <b>\$10,725</b>  | <b>\$0</b> | <b>\$10,725</b> |
|   |                         |                |                |            |                |            |                 |                  |            |                 |
|   |                         |                |                |            |                |            |                 |                  |            |                 |
| <b>Houston Toad Habitat Assessment</b>                                      |                         |                |                |            |                |            |                 |                  |            |                 |
| Houston Toad Habitat Assessment   |                         |                | 4              |            |                |            | \$              | 4,774            |            |                 |
|   | <b>LDT Subtotal Fee</b> | <b>\$500</b>   | <b>\$500</b>   | <b>\$0</b> | <b>\$0</b>     | <b>\$0</b> | <b>\$4,774</b>  | <b>\$0</b>       | <b>\$0</b> | <b>\$5,274</b>  |
|   |                         | 1.32%          |                |            |                |            |                 |                  |            |                 |
|   |                         |                |                |            |                |            |                 |                  |            |                 |
| <b>Geotechnical Engineering Study</b>                                       |                         |                |                |            |                |            |                 |                  |            |                 |
| Geotechnical Evaluation   |                         |                | 4              |            |                | \$         | 5,800           |                  |            |                 |
|   | <b>LDT Subtotal Fee</b> | <b>\$500</b>   | <b>\$500</b>   | <b>\$0</b> | <b>\$5,800</b> | <b>\$0</b> | <b>\$0</b>      | <b>\$0</b>       | <b>\$0</b> | <b>\$6,300</b>  |
|   |                         | 1.32%          |                |            |                |            |                 |                  |            |                 |
|   |                         |                |                |            |                |            |                 |                  |            |                 |
| <b>Schematic Design (30%) - 2 months</b>                                    |                         |                |                |            |                |            |                 |                  |            |                 |
| Project meetings - Client / Design Team - 1x/week for 4 hours               |                         |                | 6              |            |                |            |                 |                  |            |                 |
| Layout Plan   |                         |                | 4              |            |                |            |                 |                  |            |                 |
| Materials Plan  |                         |                | 4              |            |                |            |                 |                  |            |                 |
| Grading Plan  |                         |                | 4              |            |                |            |                 |                  |            |                 |
| Planting Plan   |                         |                |                |            |                |            |                 |                  |            |                 |
| Irrigation Plan   |                         |                |                |            |                |            |                 |                  |            |                 |
| Details   |                         |                | 2              |            |                |            |                 |                  |            |                 |
| Specifications / Coordination with Manufacturers                            |                         |                |                |            |                |            |                 |                  |            |                 |
| Cost Estimate refinement  |                         |                |                |            |                |            |                 |                  |            |                 |
| Travel Trips (2) - 1 x /mth   |                         |                | 8              |            |                |            |                 |                  |            |                 |
| Meeting with Parks Board/Foundation/others                                  |                         |                |                |            |                |            |                 |                  |            |                 |
| Subconsultant Fees  |                         |                |                |            |                |            |                 | \$               | 4,000      |                 |
|   | <b>LDT Subtotal Fee</b> | <b>\$3,500</b> | <b>\$3,500</b> | <b>\$0</b> | <b>\$0</b>     | <b>\$0</b> | <b>\$4,000</b>  | <b>\$0</b>       | <b>\$0</b> | <b>\$7,500</b>  |
|   |                         | 9.21%          |                |            |                |            |                 |                  |            |                 |
|   |                         |                |                |            |                |            |                 |                  |            |                 |
| <b>Design Development (60% Construction Document Completion) - 4 months</b> |                         |                |                |            |                |            |                 |                  |            |                 |
| Project meetings - Client / Design Team - 1x/week for 4 hours               |                         |                |                |            |                |            |                 |                  |            |                 |
| Layout Plan   |                         |                | 12             |            |                |            |                 |                  |            |                 |
| Materials Plan  |                         |                | 12             |            |                |            |                 |                  |            |                 |
| Grading Plan  |                         |                |                |            |                |            |                 |                  |            |                 |
| Planting Plan   |                         |                |                |            |                |            |                 |                  |            |                 |
| Irrigation Plan   |                         |                |                |            |                |            |                 |                  |            |                 |
| Details   |                         | 17.11%         |                |            |                |            |                 |                  |            |                 |
| Specifications / Coordination with Manufacturers                            |                         |                |                |            |                |            |                 |                  |            |                 |
| Cost Estimate   |                         |                |                |            |                |            |                 |                  |            |                 |
| Travel Trips (4) - 1 x /mth   |                         |                |                |            |                |            |                 |                  |            |                 |
| Meeting with Parks Board/Foundation/others                                  |                         |                |                |            |                |            |                 |                  |            |                 |
| Subconsultant Fees  |                         |                |                |            |                |            |                 |                  | 6000       |                 |
|   | <b>LDT Subtotal Fee</b> | <b>\$3,000</b> | <b>\$3,000</b> | <b>\$0</b> | <b>\$0</b>     | <b>\$0</b> | <b>\$6,000</b>  | <b>\$0</b>       | <b>\$0</b> | <b>\$9,000</b>  |
|   |                         | 7.89%          |                |            |                |            |                 |                  |            |                 |
|   |                         |                |                |            |                |            |                 |                  |            |                 |
| <b>D Construction Documents Preparation - 6 months</b>                      |                         |                |                |            |                |            |                 |                  |            |                 |
| Project meetings - Client / Design Team - 1x/week for 4 hours               |                         |                | 3              |            |                |            |                 |                  |            |                 |
| Layout Plan   |                         |                | 8              |            |                |            |                 |                  |            |                 |
| Materials Plan  |                         |                | 8              |            |                |            |                 |                  |            |                 |
| Grading Plan  |                         |                |                |            |                |            |                 |                  |            |                 |
| Planting Plan   |                         |                | 4              |            |                |            |                 |                  |            |                 |
| Irrigation Plan   |                         |                | 18             |            |                |            |                 |                  |            |                 |
| Details   |                         |                | 32             |            |                |            |                 |                  |            |                 |
| Specifications / Coordination with Manufacturers                            |                         |                |                |            |                |            |                 |                  |            |                 |
| QAQC Review   |                         |                |                |            |                |            |                 |                  |            |                 |
| Cost Estimate   |                         |                | 4              |            |                |            |                 |                  |            |                 |
| Travel Trips (6) - 1 x /mth   |                         |                |                |            |                |            |                 |                  |            |                 |
| Meeting with Parks Board/Foundation/others                                  |                         |                |                |            |                |            |                 |                  |            |                 |
| Subconsultant Fees  |                         |                |                |            |                |            |                 | \$               | 16,000     | \$ 8,500        |
|   | <b>LDT Subtotal Fee</b> | <b>\$9,625</b> | <b>\$9,625</b> | <b>\$0</b> | <b>\$0</b>     | <b>\$0</b> | <b>\$16,000</b> | <b>\$8,500</b>   | <b>\$0</b> | <b>\$34,125</b> |
|   |                         | 25.33%         |                |            |                |            |                 |                  |            |                 |
|   |                         |                |                |            |                |            |                 |                  |            |                 |
| <b>E Regulatory Services</b>  |                         |                |                |            |                |            |                 |                  |            |                 |
| Permitting  |                         |                | 4              |            |                |            |                 |                  |            |                 |
| Travel Trips (1)  |                         |                |                |            |                |            |                 |                  |            |                 |
| Subconsultant Fees  |                         |                |                |            |                |            |                 | \$               | 2,000      |                 |
|   | <b>LDT Subtotal Fee</b> | <b>\$500</b>   | <b>\$500</b>   | <b>\$0</b> | <b>\$0</b>     | <b>\$0</b> | <b>\$2,000</b>  | <b>\$0</b>       | <b>\$0</b> | <b>\$2,500</b>  |

ATTACHMENT B  
Excel Spreadsheet Basis of  
Compensation

|  | 1.32%            |  |                 |            |   |   |                  |                   |                  |
|--|------------------|--|-----------------|------------|---|---|------------------|-------------------|------------------|
| <b>F Bidding</b>   |                  |  |                 |            |   |   |                  |                   |                  |
| RFI information  |                  |  | 12              |            |   |   |                  |                   |                  |
| Coordination on Notice to Bid and Advertising                      |                  |  | 12              |            |   |   |                  |                   |                  |
| Pre-Bid attendance   |                  |  | 3               |            |   |   |                  |                   |                  |
| Travel Trips (2)   |                  |  | 8               |            |   |   |                  |                   |                  |
| Subconsultant Fees   |                  |  |                 |            |   |   | \$ 2,000         |                   |                  |
|  |                  |  | 35              | 0          |   |   |                  |                   |                  |
| <b>LDT Subtotal Fee</b>  | <b>\$4,375</b>   |  | <b>\$4,375</b>  | <b>\$0</b> |   | <b>\$0</b>                              | <b>\$2,000</b>   | <b>\$0</b>        | <b>\$6,375</b>   |
|  | 11.51%           |  |                 |            |   |   |                  |                   |                  |
| <b>G Construction Observation</b>                                  |                  |  |                 |            |   |   |                  |                   |                  |
| Project Coordination   |                  |  | 80              |            |   |   |                  |                   |                  |
| Travel Trips 12  |                  |  | 48              |            |   |   |                  |                   |                  |
| Subconsultant Fees   |                  |  |                 |            |   |   | \$ 3,000         | \$ 2,500          |                  |
|  |                  |  | 128             | 0          |   |   |                  |                   |                  |
| <b>LDT Subtotal Fee</b>  | <b>\$16,000</b>  |  | <b>\$16,000</b> | <b>\$0</b> |   | <b>\$0</b>                              | <b>\$3,000</b>   | <b>\$2,500</b>    | <b>\$21,500</b>  |
|  | 42.11%           |  |                 |            |   |   |                  |                   |                  |
| <b>H Post Construction Survey to Set Burial Plot Block Corners</b> |                  |  |                 |            |   |   |                  |                   |                  |
| Survey   |                  |  |                 |            |   |   | \$ 5,000         |                   |                  |
|  |                  |  | 0               | 0          |   |   |                  |                   |                  |
| <b>LDT Subtotal Fee</b>  | <b>\$0</b>       |  | <b>\$0</b>      | <b>\$0</b> |   | <b>\$0</b>                              | <b>\$5,000</b>   | <b>\$0</b>        | <b>\$5,000</b>   |
|  | 0.00%            |  |                 |            |   |   |                  |                   |                  |
|  |                  |  |                 |            | Raba Kistner Geotech                                | Cambrian Environmntl Habitat Assessment | Freeland - Civil | Franke Structural |                  |
|  |                  |  | PM Total        | CAD Total  | Total   | Total                                   | Total            | Total             |                  |
| <b>GRAND TOTAL LDT FEE</b>   | <b>\$38,000</b>  |  | <b>\$38,000</b> | <b>\$0</b> | <b>\$5,800</b>                                      | <b>\$4,774</b>                          | <b>\$48,725</b>  | <b>\$11,000</b>   | <b>\$108,299</b> |
|  | 56.58%           |  |                 |            |   |   |                  |                   | \$108,299        |
| Not Used   | \$0              |  |                 |            |   |   |                  |                   |                  |
| Not Used   | \$0              |  |                 |            |   |   |                  |                   |                  |
| Geotech  | \$5,800          |  |                 |            | Verified 2023-06-22: From Raba via email            |   |                  |                   |                  |
| Habitat Assessment   | \$4,774          |  |                 |            | Verified 2023-04-26: From Andrew McLarren via email |   |                  |                   |                  |
| Freeland - Civil   | \$48,725         |  |                 |            | Verified 2023-05-08: From Tom via email             |   |                  |                   |                  |
| Structural   | \$11,000         |  |                 |            | Verified 2022-12-03: From Shawne via email          |   |                  |                   |                  |
| <b>Subs Fee</b>  | <b>\$70,299</b>  |  |                 |            |   |   |                  |                   |                  |
| <b>Total Design Fee</b>  | <b>\$108,299</b> |  |                 |            |   |   |                  |                   |                  |
| LDT Reimb.   | \$ 4,000         |  |                 |            |   |   |                  |                   |                  |
| Sub Reimb,   | \$ -             |  |                 |            |   |   |                  |                   |                  |
| <b>Total Fee</b>   | <b>\$112,299</b> |  |                 |            |   |   |                  |                   |                  |

City of Bastrop Fairview Cemetery Improvements, Section 9 Development

Anticipated Schedule for Design and Construction

Updated: 2023.04.04

| <b>Activity or Submittal</b>   | <b>Anticipated Completion Time Frame for Design and Bidding - 7 months</b> |
|--|--|
| Geotechnical Evaluation  | 45 days  |
| Schematic Plan Development (30% Construction Document Completion)          | 45 days  |
| Design Development (60% Construction Document Completion)                  | 60 days  |
| Construction Documents Preparation (100% Construction Document Completion) | 60 days  |
| Regulatory Services  | 30 days  |
| Bidding and Negotiation  | 30 days  |
| Advertising and Council Approval   | 60 days  |
|  |  |
| <b>Activity or Submittal</b>   | <b>Anticipated Completion Time Frame for Construction - 12 Months</b>      |
| Construction   | Anticipated 12 Months  |



May 8, 2023

Luck Design Team  
Brent Luck  
9600 Escarpment Blvd, Suite 745-4  
Austin, TX 78749  
(512) 810-0684

**Submitted electronically via email:** [bluck@luckdesignteam.com](mailto:bluck@luckdesignteam.com)

**Reference:** City of Bastrop - Fairview Cemetery Civil Engineering Services

Mr. Luck:

Freeland Turk Engineering Group, LLC (FTEG) appreciates the opportunity to submit this proposal for professional engineering services associated with the City of Bastrop - Fairview Cemetery Design. Based on our understanding of the project, FTEG proposes the following Scope of Work:

### **General Description of Civil Improvements**

The City of Bastrop seeks to construct the cemetery expansion based on the most recent site plan dated August 27, 2022 (see attached layout).

### **Scope of Work**

1. Using the topographic survey prepared for the due diligence services, we will
  - a. Prepare site civil construction documents for the cemetery expansion plan prepared by Luck Design Team.
  - b. The improvements include a loop access road, on-site grading, and an irrigation line loop connected to the existing water line.
  - c. No drainage improvements, over and above on-site grading, are proposed.
2. The construction documents and other deliverables will consist of the following:
  - a. Summary of Pay Items / Cost Estimate
  - b. Drainage Map

- c. Roadway Typical Section
  - d. Summary of Quantities
  - e. Plan and profile sheets for roadway and drainage improvements
  - f. Cross-sections
  - g. SW3P
  - h. TCP (Barricades only)
  - i. Selective Clearing and Grubbing
  - j. General Construction Notes and Specifications suitable for bidding
3. Review geotechnical reports and pavement design provided
  4. Submit the construction plans to you for inclusion in the permitting packages (30%, 60%, 90%, and Final) and address city comments.
  5. Collaborate online with the City of Bastrop using Bluebeam.
  6. Assist with bidding phase services, including responding to RFI's and preparing addenda on civil-related issues when required.
  7. Assist the Luck Design Team during the construction phase on civil-related issues, including:
    - a. Attend the pre-construction meeting.
    - b. Review submittals.
    - c. Respond to requests for information.
    - d. Visit the construction site and provide construction observations two times per month.
    - e. Prepare and issue minor change orders.
    - f. Review pay applications.
    - g. Participate in substantial and final inspections.
    - h. Prepare as-built drawings for civil-related improvements based on the contractor's markups.
  8. Develop a construction materials testing scope of work and budget.
  9. Prepare a boundary retracement of the entire Fairview Cemetery Tract as shown on the 1997 plat prepared by LCRA.
  10. Set monuments for each burial plot block corners in the expansion area. Summit Geomatics will set the monumentation after the construction of the project improvements. This monumentation will enable the City of Bastrop to establish individual burial plot, within each block as needed.

### **Exclusions**

The items and services listed below are currently not required and are expressly excluded from the scope of work in this proposal. If the project needs change, FTEG will provide any excluded items and additional services for compensation based on hourly rates plus reimbursable expenses per the Rate Schedule.

1. Entitlement efforts (zoning, platting, easements, etc.). We assume this site is entitled and permitted for the intended use.
2. Geotechnical design, we assume the Luck Design Team will provide a roadway pavement section for this expansion project.
3. Geological and environmental assessments.
4. Detailed hydrologic and hydraulic analysis beyond local drainage study for the site (floodplain studies, etc.)
5. Landscape, irrigation, tree protection/preservation plans.
6. Utility coordination/locates or other wet, dry, or franchise utility design not explicitly mentioned in the scope.
7. TAS / TDLR review or registration.
8. Fire flow or hydraulic calculations
9. Any design services related to the columbarium (structural/architectural).
10. Permitting Assistance.
11. Environmental studies (including those related to the Houston Toad habitat)

**Owner Responsibilities**

1. Provide one point of contact for coordination and decision-making.
2. Provide access to the site.
3. Provide all pertinent information available from the City of Bastrop that can be reasonably retrieved.
4. Payment of all permitting fees.
5. Provide existing irrigation line locations and other utility information on site design.
6. Provide design criteria, construction standards, and plan development procedures.
7. Right-of-Entry on the Dryden Estate Property to the east of the cemetery expansion area.

**Schedule**

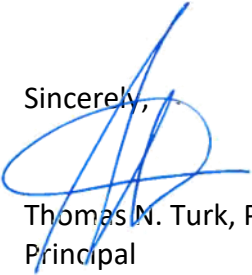
FTEG Engineering will complete the scope of work following your schedule, but not less than three months from notice to proceed and receipt of the final site plan.

**Compensation / Rate Schedule**

FTEG will provide the scope of work described herein at hourly rates, plus expenses for an amount not exceeding \$48,725 without authorization from the Luck Design Team. Billings will be per the 2023 Rate Schedule provided herein

Please review the proposal, Terms of Agreement, and rate schedule. Contact us if there are any questions. We appreciate the opportunity to submit this proposal and look forward to assisting you in developing this project.

Sincerely,



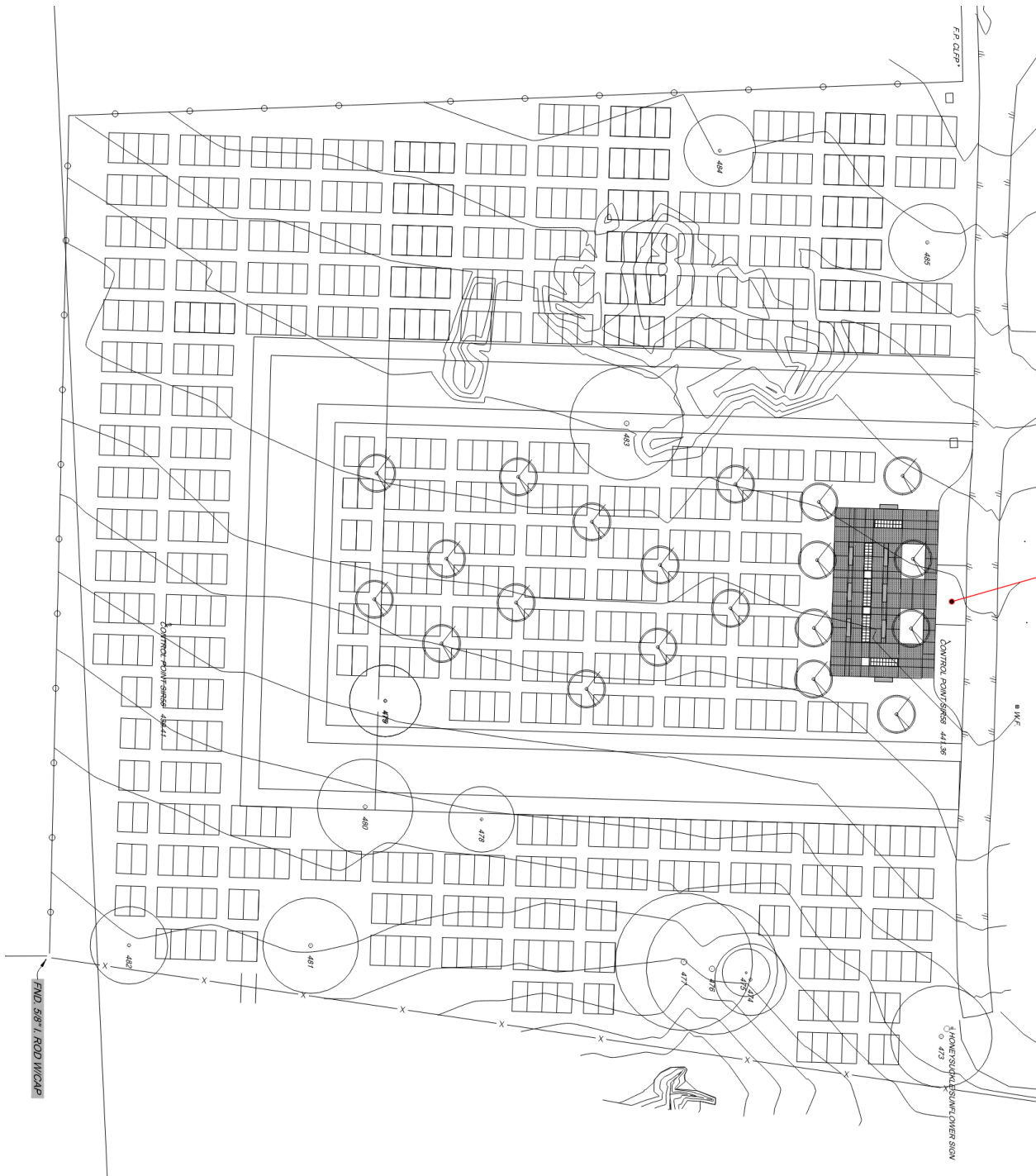
Thomas N. Turk, P.E.  
Principal

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Approval Signature

Date

Attachments: Terms of Agreement  
Proposed Layout



## TERMS OF AGREEMENT AND RATE SCHEDULE

**Basic Agreement and Period of Service**— Freeland Turk Engineering Group, LLC (Engineer) shall provide and furnish the services described herein within the time frame set forth in this agreement. Work required that is not specifically described in the scope of services is considered additional services and is not included in the quoted fee.

**Payment** - Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month from said thirtieth day, and (2) in addition if the Owner fails to make any payment, the Engineer may, with written notice, suspend services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. The Engineering has the right to terminate the agreement, upon written notice, if the Owner fails to make any payment. Owner waives any and all claims against Engineer for any such suspension. Engineer may also request retainer prior to beginning work on new contracts. Engineer understands invoice are to be submitted to Owner by the 25<sup>th</sup> day of each month to meet the 30-day payment.

**Termination** - The obligation to continue performance under this Agreement may be terminated for cause by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. The Owner may terminate this agreement for convenience. In the event of any termination by the Owner, the Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the date of termination. Either party shall notify the other party in writing of any default in the performance of any obligation under this agreement and allow any defaults to be cured within 7 days of notice. Non-payment by Owner will result in immediate suspension of work upon notice in writing if due and outstanding. If the defaults are not cured within that time frame, the Engineer has the right to suspend work immediately upon written notice and terminate the agreement.

**Indemnification and Limitations of Liability** - To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, provided that any such claim, action, loss, damages, or judgment is attributable to bodily

injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Specific Project or the specific Task Order from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the compensation received by the Engineer under this Agreement.

To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Specific Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement.

**Disputes** - Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law. This Agreement is to be governed by the laws of the State Texas.

**Total Agreement** - This Agreement (including the Proposal, Terms of Agreement, Rate Schedules and any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

**2023 Billing Rate Schedule**  
**Freeland Turk Engineering Group, LLC**

The following rate schedule is in effect for the calendar year specified and is subject to change after December 31, 2023.

**Hourly Rates**

|                              |              |
|------------------------------|--------------|
| Principal                    | \$ 205/hour  |
| Senior Project Manager       | \$ 195/hour  |
| Project Manager              | \$ 180 /hour |
| Sr. Design Engineer (P.E.)   | \$ 165/hour  |
| Design Engineer (P.E.)       | \$ 150/hour  |
| Engineering in Training - 2  | \$ 135/hour  |
| Engineering in Training - 1  | \$ 125/hour  |
| Sr. Design Technician        | \$ 125/hour  |
| Design Technician            | \$ 105/hour  |
| CADD Technician              | \$ 90/hour   |
| GIS Specialist               | \$ 115/hour  |
| Construction Inspector       | \$ 105/hour  |
| Administrative/Support Staff | \$ 85/hour   |

**Reimbursable Expenses**

Mileage – Current IRS Standard Mileage Rate times Miles Traveled

Inside Office Printing - \$0.05 per page

Outside/Contract Printing & Plotting – Direct Cost plus 5%

Shipping – Direct Cost plus 5%

Other miscellaneous expenses – Direct Cost plus 5%

**Following Reimbursable Expenses will require Owner approval**

Overnight travel expenses (airfare, hotel, meals, rental cars, etc.) – Direct Cost plus 5%

Sub-consultants – Direct Cost plus 5%



[Delivery by Email: [bluck@luckdesignteam.com](mailto:bluck@luckdesignteam.com)]

Proposal No. PAA23-034-00  
June 22, 2023, Revision No. 1

City of Bastrop

c/o: Mr. Brent Luck  
LUCK Design Team  
9600 Escarpment Blvd., Suite 745-4  
Austin, Texas 78749

8100 Cameron Road, Suite B-150  
Austin, TX 78754

P 512.339.1745  
F 512.339.6174  
TBPE Firm F-3257

[WWW.RKCI.COM](http://WWW.RKCI.COM)

**RE: Proposal for Geotechnical Engineering Study  
Fairview Cemetery Expansion  
Bastrop, Texas**

Dear Mr. Luck:

RABA KISTNER Consultants, Inc. (RKCI) is pleased to submit this proposal for Geotechnical Engineering Services for the above referenced project. The broad objectives of our study will be to determine soil conditions at the site and to develop foundation and pavement design recommendations, and construction considerations for a cemetery expansion in Bastrop, Texas. Described in this proposal are:

- our understanding of pertinent project characteristics;
- our proposed scope for field and laboratory study;
- our proposed scope for engineering evaluation and reporting;
- our tentative project schedule; and
- our lump sum study cost.

### **Project Description**

Under consideration in this study is an expansion to the Fairview Cemetery in Bastrop, Texas. The expansion includes new roadways and columbaria. The columbaria is expected to be supported on a slab on grade. The pavement systems are expected to be comprised of flexible (asphalt) pavements.

### **Field Study**

Explore the near-surface soil conditions at the site by drilling 7 hand augured borings to depths of 6 ft below existing ground surface. The location of the borings are shown on the attached Proposed Boring Location Map. The borings will be located in the field utilizing a recreation grade hand-held GPS device. Our scope of service does not include surveying in the boring location. The borings will be backfilled utilizing auger cuttings and/or bentonite generated during drilling activities.

Samples collected will be retained in our laboratory for 30 days after submittal of the final geotechnical report.

Proposal No. PAA23-034-00  
June 22, 2023, Revision No. 1

### **Laboratory Testing**

Upon completion of the subsurface exploration, a testing program will be designed to define the strength and classification characteristics of the subgrade soils. The laboratory testing program is anticipated to include moisture content tests, Atterberg Limits (plasticity) tests, and grain size analyses. However, the actual type and number of laboratory tests will be based on the subsurface conditions encountered in the borings. The laboratory testing will be performed in general accordance with applicable ASTM standards. A California Bearing Ratio (CBR) test value will be assumed based on the laboratory test results performed to estimate the strength of the subgrade soils.

### **Engineering Report**

The results of the field and laboratory phases of the study will be reviewed by our staff of engineers and geologists. The results of our review, together with the supporting field and laboratory data, will be presented in a written, engineering report. The Geotechnical Engineering Report will include the following information and recommendations, if applicable:

- A boring location map and boring logs;
- A summary of the field and laboratory sampling and testing program,
- A summary of the laboratory test results;
- A review of general site conditions including descriptions of the site, the subsurface stratigraphy, groundwater conditions, and the presence and condition of fill materials, if encountered.
- Foundation design recommendations, including:
  - available bearing pressure(s) for shallow foundations; and
  - sliding resistance parameters.
- Foundation construction considerations, including:
  - site drainage;
  - site preparation;
  - select fill material specifications;
  - shallow foundation excavations;
  - excavation considerations; and
  - fill placement compaction.
- Flexible pavement component thickness recommendations for light duty parking and driveways.

The final report will be produced in a digital PDF and delivered via email.

### **Tentative Project Schedule**

Based on our present workload and weather permitting, we anticipate that we could begin the field exploration phase of this study within 3 to 5 working days of receiving your written authorization. The field exploration and laboratory testing phase of the study is expected to take approximately 5 to 7 working days to complete. Engineering analyses and preparation of the engineering report is expected to take an additional two weeks to complete.

Proposal No. PAA23-034-00  
June 22, 2023, Revision No. 1

**Project Cost**

The total lump sum cost for the study scope outlined herein is **\$5,800**.

Should unusual soil conditions be encountered in the field that indicates the desirability of significantly broadening the scope of the study, we will contact you to receive authorization before proceeding with any additional work. Additional services will be billed on a unit basis in accordance with our standard fees as indicated on the attached Schedule of Fees for Professional Services.

We assume that the Client will provide underground utility clearance. R KCI will assist in locating underground utilities, provided the Client submits documentation of existing utility locations. R KCI will take all precautions to prevent damage to property and landscaping.

It should be noted that our study scope and project cost does not include professional time and travel expenses for participation in design team meetings. Furthermore, our estimate does not include professional time for plan review to determine whether the drawings comply with the intent of the geotechnical recommendations.

**Acceptance**

We appreciate the opportunity of submitting this contract and look forward to working with you in the development of this project, which will be carried out in accordance with this letter and the following attachments:

| <u>Attachment</u> | <u>Description</u>            |
|-------------------|-------------------------------|
| I                 | Proposed Boring Location Map  |
| II                | Standard Terms and Conditions |
|                   | Schedule of Fees              |

Please return one signed copy of this letter proposal to provide written authorization for our firm to complete work on the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Proposal No. PAA23-034-00  
June 22, 2023, Revision No. 1

RKCI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part of any purpose other than to evaluate this proposal.

Very truly yours,

**RABA KISTNER CONSULTANTS, INC.**

Accepted  
By:



Reed S. Kistler, P.E.  
Geotechnical Group Manager

\_\_\_\_\_  
Signature

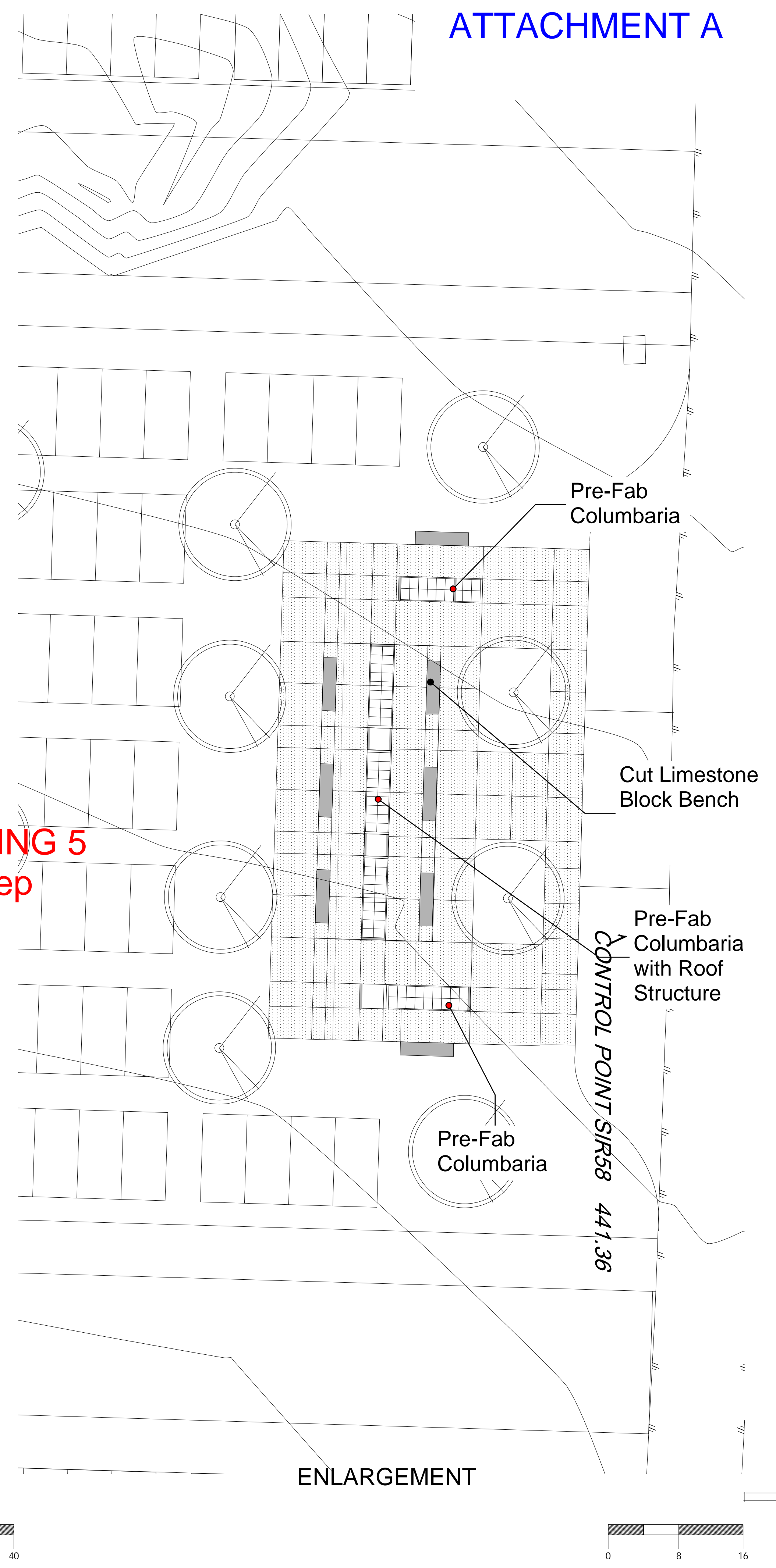
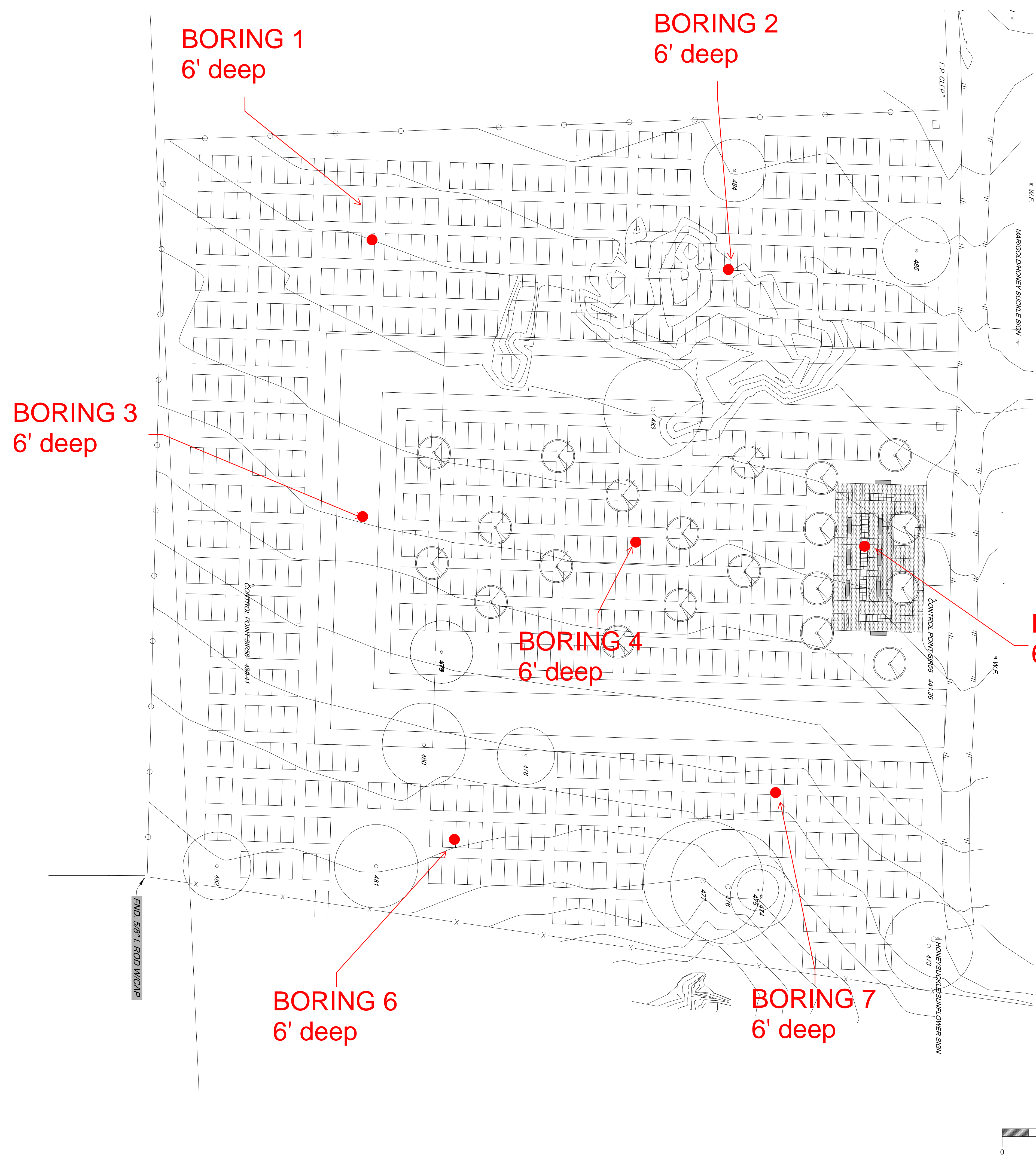
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Typed or Printed Name

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Title

\_\_\_\_\_  
Date

RSK: jm  
Attachments: Proposed BLM  
I & II  
Copies Submitted: Above (1)

# ATTACHMENT A



ENLARGEMENT

**LUCK DESIGN TEAM**  
 LANDSCAPE ARCHITECTURE  
 9000 Escarpment Boulevard • Suite 745-4 • Austin, Texas 78749 • 512.810.0684

This document is released under the authority of Jon Brenton Luck, RLA on May 17, 2022.  
 NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION.

## Fairview Cemetery Expansion

City of Bastrop

## Materials Plan

SHEET NUMBER  
**L2.0**  
 JOB # 049-01



**STANDARD TERMS AND CONDITIONS**

1. **DEFINITIONS.**

1.1 **RK.** Raba Kistner, Inc., and / or one of its subsidiaries (Project Control of Texas, Inc. or PC Sports, Inc.) that is being engaged to provide the services to CLIENT in connection with the delivery of the proposal to which these Standard Terms and Conditions relate.

1.2 **CLIENT.** Person, entity or organization for which RK is rendering services regarding the Project.

1.3 **PROJECT.** The activity, venture, plan, building, site or investigation for which CLIENT has engaged RK to provide professional services.

1.4 **CONTRACTOR.** Person, entity or organization providing construction services, including labor and material for the Project.

1.5 **SERVICES.** The professional services to be performed by RK as set forth in the proposal or Agreement to which the Standard Terms and Conditions are attached.

1.6 **AGREEMENT.** RK's proposal accepted by CLIENT and these Standard Terms and Conditions which are incorporated into and made a part of the Agreement.

2. **SERVICES.** RK is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.

3. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing

the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.

4. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT's contractors, subcontractors, or other parties present at the site.

5. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling, or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.

6. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may require renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith attempt to renegotiate the terms of the agreement affected by the changed conditions. If changes cannot be agreed to with respect to the changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.

7. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if CLIENT delegates such responsibility to Contractor) for notifying and scheduling RK to perform these services. RK shall not be responsible for the quality and completeness of contractor's work or Contractor's adherence to the project plans, specifications and other related documents. RK's performance of testing and observation services shall not relieve Contractor in any way from responsibility for defects discovered in Contractor's work or create a

warranty or guarantee on the part of RK. CLIENT acknowledges that RK will not supervise or direct the work performed by Contractor or its subcontractors and is not responsible for their means and methods.

8. **ESTIMATE OF FEES FOR SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because Contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment for all services provided, including retests of areas or samples that failed to meet Project specifications. The Estimate of Fees is valid for a period of 60 days after RK's proposal is submitted to CLIENT. If RK's proposal is not accepted by CLIENT within 60 days after it is submitted to CLIENT, RK may modify the Estimate of Fees.
9. **REPORTS.** RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided they are reproduced in their entirety. Reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution of RK's reports shall be at the CLIENT's sole risk and without liability to RK.
10. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT's possession or knowledge related to the potential or presence of toxic or hazardous materials or pollutants at the Project site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while RK is performing its services, RK reserves the right to stop field operations and notify CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.
11. **NO THIRD-PARTY BENEFICIARIES.** The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with

or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.

12. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.
13. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.
14. **RISK ALLOCATION.** RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.
15. **LIMITATION OF LIABILITY.** CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF \$100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY.
16. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.
17. **SUSPENSION OF SERVICES.** If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to CLIENT. RK shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension. Upon payment in full by CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party. CLIENT shall not make any changes to RK's banking and deposit information or payment instructions unless CLIENT

communicates the requested changes to RK orally and in writing and obtains written confirmation from an RK officer that the requested changes are legitimate and authorized by RK. If CLIENT makes a payment to a third party instead of to RK based on an unauthorized request to CLIENT for a change to RK's banking and deposit information or payment instructions and without obtaining written confirmation of the change from RK, CLIENT will remain liable to RK for payment of the amount of the unauthorized payment.

18. **WAIVER OF SUBROGATION.** To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
19. **OWNERSHIP OF DOCUMENTS.** RK's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. **THE INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT. ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK. CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS,**

**DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM, OR ALLEGEDLY ARISING FROM, OR IN ANY WAY CONNECTED WITH, THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF RK REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.**

- Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In addition, RK shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.
20. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversies between RK and CLIENT arising out of, or in any way related to, the services provided by RK shall be submitted to mediation, before and as a condition precedent to, other remedies provided by law. Any litigation related to the Agreement or RK's performance of its professional services shall be commenced in a court in Bexar County, Texas. CLIENT consents to personal jurisdiction in the State of Texas and agrees that venue of any litigation shall be in Bexar County, the county where RK's principal place of business is located. CLIENT waives any objection to personal jurisdiction in Texas or to venue in Bexar County. The prevailing party in such litigation will be entitled to recover all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation and / or litigation related to any claim arising out of the services provided under this Agreement, CLIENT shall obtain a written affidavit from a registered, independent, and reputable professional engineer describing any error, omission or other act by RK that allegedly failed to comply with the professional standard of care applicable to RK's performance of services and provide such affidavit to RK. The affidavit shall comply with the requirements of Texas Civil Practice & Remedies Code Chapter 150.
21. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate RK's services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate its services without waiving any claims against or incurring any liability to CLIENT.
22. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.
23. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.



24. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign or transfer its interest in this Agreement without the express written consent of the other.
  
25. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provisions the maximum permissible effect and application intended.
  
26. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.



**SCHEDULE OF FEES FOR PROFESSIONAL SERVICES**

**PERSONNEL:**

|   |                     |
|---|---------------------|
| Principal.....                          | \$135 to \$250/hour |
| Professional.....                       | \$70 to \$200/hour  |
| Auto Cad Operator.....                  | \$65 to \$110/hour  |
| Technical/Clerical/Administrative ..... | \$40 to \$80/hour   |

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

**EXPENSES:** Use of company automobiles will be charged at \$1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at \$70.00 per day, plus \$1.00 per mile over 50 miles per day. Copies will be charged at \$0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

**CONDITIONS:** Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.



Cambrian Environmental  
4422 Pack Saddle Pass  
Suite 204  
Austin, TX 78745

Tel (512) 663-0156

[www.cambrianenvironmental.com](http://www.cambrianenvironmental.com)

26 April 2023

Brent Luck  
LUCK Design Team  
9600 Escarpment Blvd., Suite 745-4  
Austin, Texas 78749

**Re: Proposal to Conduct a Habitat Assessment for the Approximately 2.5-acre Tract neighboring Fairview Cemetery in Bastrop, Bastrop County, Texas.**

Dear Brent,

We appreciate the opportunity to provide you with this proposal to produce an assessment for habitat appropriate for the federally endangered Houston Toad in support of Fairview Cemetery expansion. Cambrian Environmental includes a team of specialists in both terrestrial and aquatic herpetofauna, and their ecology. Our herpetologists collectively have over 40 years of experience in conservation, monitoring, and academic research, throughout Texas, but more specifically within the Lost Pines ecoregion. Our staff holds a U.S. Fish and Wildlife Service (USFWS) permit (ESPER00051008) that covers Houston Toads and their habitat.

The following scope contains a more detailed description of our approach. We are prepared to begin immediately. Please do not hesitate to contact me with any comments or questions regarding this proposal. If you find the terms acceptable please return a signed copy as notification to begin work.

Best regards,

Andrew MacLaren, Ph.D.  
Senior Ecologist  
Cambrian Environmental  
Mobile # 832.392.8916



Cambrian Environmental  
4422 Pack Saddle Pass  
Suite 204  
Austin, TX 78745  
  
Tel (512) 663-0156  
  
www.cambrianenvironmental.com

### Scope of Services

#### Task 1      **Houston Toad Habitat Assessment**

This task will be performed by Cambrian Environmental Ecologists who are permitted by the U.S. Fish and Wildlife Service (USFWS) to conduct management and research for the Houston Toad (*Anaxyrus houstonensis*). Under this task our staff will conduct a thorough investigation of the history of Houston Toad occurrence within, and surrounding, the project area, and conduct a field visit to the site where no fewer than two biologists will walk the project area in search of Houston Toads, and their associated habitats. Costs associated with this task include research and report preparation, map production, one biological field visit, and mileage to and from the field site.

The property is located within Critical Habitat for the Houston Toad. Additionally, the project area is within 5 kilometers of previously occupied ponds within Bastrop State Park, as well as previously occupied portions of Lake Bastrop, which indicates some likelihood that Houston Toads might occur here, or on the neighboring tracts.

Further investigations, such as remote auditory monitoring, nocturnal human performed auditory surveys, daytime upland surveys for metamorphosed juveniles, or aquatic searches for egg strands and tadpoles on the site are beyond this scope of services. If desired, these additional tasks, as well as continued annual monitoring, could be proposed as a subsequent phase of work.

**Project Cost for Task 1: Not-to-Exceed      \$4,774.00**



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Suite 204  
Austin, TX 78745

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**Cambrian Environmental Service Agreement**

EIN 46-5009426

20 June 2023

|                                 |   |                         |  |
|---------------------------------|---|-------------------------|--|
| <b>Project Name</b>             | Fairview Cemetery<br>2.5-Acre Expansion | <b>Client Name</b>      | LUCK Design Team   |
| <b>Project Number</b>           |   | <b>Point of Contact</b> | Brent Luck   |
| <b>Cambrian Project Manager</b> | Andrew MacLaren,<br>Ph.D.               | <b>Address</b>          | 9600 Escarpment Blvd., Suite<br>745-4<br>Austin, Texas 78749 |
|                                 |   | <b>Phone</b>            | 512.810.0684   |
|                                 |   | <b>E-mail</b>           | bluck@luckdesignteam.com                                     |

Scope of Services: (See Attached)

Terms of Payment:

Fixed Fee: \$ \_\_\_\_\_

Time and Materials Not to Exceed: \$ 4,774.00

Cambrian Environmental

Client: LUCK Design Team

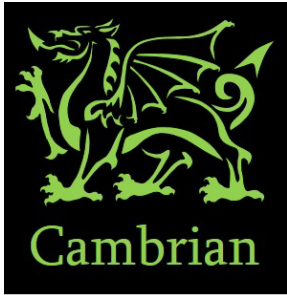
X

\_\_\_\_\_  
Kemble White  
Owner, Cambrian Environmental

X

\_\_\_\_\_  
Client (Please print and sign)

**Scope of Services.** Subject to the terms set forth in this agreement Cambrian Environmental (Cambrian) shall provide those services agreed to in writing. Any additional services provided by Cambrian in connection with this agreement are to be authorized on Cambrian's standard change order form, which shall be incorporated herein, describing changes in the scope of work and any adjustment in pricing and terms.



Cambrian Environmental  
4422 Pack Saddle Pass  
Suite 204  
Austin, TX 78745

Tel (512) 663-0156

[www.cambrianenvironmental.com](http://www.cambrianenvironmental.com)

**Payment.** In the event of late payment or other breach of this Agreement by Client, Cambrian reserves the right to stop work or to withhold its work product pending payment in full. Unless Client objects in writing to any charges set forth in an invoice within 10 days of receipt of the invoice, such invoice shall be deemed accepted.

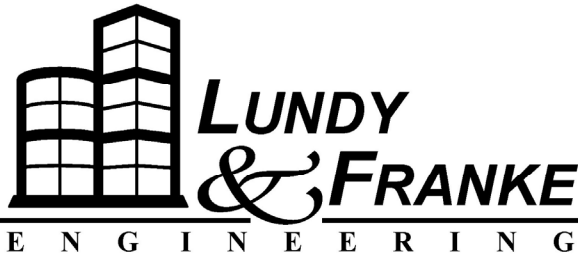
**Termination.** In the event that this Agreement is terminated and the Services are priced on a fixed fee basis Cambrian shall be entitled to prorated payment from Client based on the percentage of work completed as reasonably estimated by Cambrian. In the event that this Agreement is terminated and the Services are priced on a Time and Materials basis, Cambrian shall be entitled to payment based on the number of hours worked at the applicable rate, and in all events Cambrian shall be entitled to reimbursement of costs incurred prior to termination.

**Limited Warranty; Disclaimer.** Cambrian warrants that services performed will be in conformance with the generally accepted standards of similar professional service organizations operating under similar conditions. In the event of a breach of the foregoing warranty, Cambrian's only obligation shall be to use reasonable efforts to re-perform the services or to refund the fees paid by the client at Cambrian's option. Except for the foregoing warranty, the services and information provided under this agreement are provided "as-is". Client understands that Cambrian may not uncover all relevant information for a variety of reasons and that reports generated by Cambrian may rely on various third-party information and references which Cambrian may assume to be accurate without independent verification. Any maps or similar materials provided by Cambrian are for illustration only and should not be relied on as surveys.

**Delays.** Cambrian will extend all reasonable efforts to complete the services on or prior to any completion date specified in the scope of services subject to factors beyond Cambrian's reasonable control. Cambrian is not responsible for delays or other circumstances caused by the unavailability of required information from the client, delays in government approvals, or other factors beyond Cambrian's reasonable control.

**Limitation of Remedies.** Should the client incur any damages in connection with this agreement or the services, Cambrian's liability shall in no event exceed the amount actually paid by Client to Cambrian for the Services. To the maximum extent permitted by law, Cambrian shall have no other liability to client for any damages, whether general, special, incidental or consequential, including any lost profits or lost savings, whether or not foreseeable. Client expressly acknowledges and agrees that Cambrian relies on the disclaimers and limitations set forth herein.

**Assignment; Successors; Third-Parties.** Client may not assign its rights under this agreement without Cambrian's written consent.



December 3, 2022

Luck Design Team  
9600 Escarpment Boulevard, Suite 745-4  
Austin, Texas 78749

Attn: Mr. Brent Luck

Re: Fairview Cemetery Columbaria

In accordance with our recent discussion, we are pleased to submit the following proposal for furnishing the structural engineering services on the above referenced project.

This proposal is based on the project described in discussions as a new columbaria structure.

The following are features, which define the scope of our services:

1. Foundation to columbaria and covered frame.
2. Structural framing over columbaria.

CONSTRUCTION DOCUMENTS PHASE

We propose to perform the Construction Documents Phase of the work for lump sum stipulated fee as follows, which includes concept conferences, determination of structural system, structural design/analysis, structural working drawings for the Primary Structural System, and structural specifications prepared for reproduction.

Fee for Construction Documents .....\$8,500.00

CONSTRUCTION ADMINISTRATION PHASE

This phase includes shop drawing checking, construction coordination/interpretations and field observation trips for compliance verification.

Fee for Construction Administration Phase.....\$2,500.00

*The above fee includes a maximum of 4 site visits. This quantity is considered usual and customary and represents normal Construction Phase services; trips beyond that amount would represent an abnormal situation requiring excessive field representation by our staff, e.g., resolution of hidden conditions, correction of Contractor's error or misinterpretations, re-inspections because of Contractor's mis-scheduling, etc. and would therefore be performed as ADDITIONAL SERVICES.*

We propose to enter into a contract with you based on the AIA Document C141, Standard form of Agreement between Architect and Consultant with the following alteration: we respectfully request that the Article entitled

**549 Heimer Road, San Antonio Texas 78232 - (210) 979-7900**  
**TBPE Firm Registration #3388**

“Arbitration” be revised to be an option course of action, in accordance with our Professional Liability Insurance carrier’s recommendations.

SCOPE OF SERVICES

Mutually acknowledged changes in the scope or design concept of the project, alternate design provisions, detached sitework structures not specifically mentioned herein, and-or substantial revisions during construction are not included.

Our current schedule of hourly rates is as follows:

|  |               |
|--|---------------|
| Principal Engineers.....                       | \$215.00/Hour |
| Project Engineers.....                         | \$175.00/Hour |
| Engineers.....                                 | \$150.00/Hour |
| BIM/Cadd.....                                  | \$95.00/Hour  |
| Secretarial.....                               | \$75.00/Hour  |
| Automobile Transportation (out of county)..... | \$.65/Mile    |
| Travel Expenses (meals, lodging, etc.).....    | as incurred   |

The hourly rates listed herein are subject to periodic review and change. Notification will be given of hourly rate schedule changes, as they may become necessary during the progress of the work. These hourly rates allow for general overhead and profit and include such things as the cost of salaries payable to such personnel plus payroll burden (social security contributions, unemployment and payroll taxes, workmen’s compensation, health benefits, sick leave, vacation, and holiday pay applicable thereto).

Invoices are submitted monthly for work performed and are due upon receipt. In the event the project is postponed or cancelled, or normal work progress is otherwise interrupted for an indefinite period exceeding 30 days we will invoice you for our services up to that time at the rates and direct costs listed herein.

We sincerely appreciate this opportunity to offer our services and look forward to working with you. If the above is agreeable to you, please sign and return one copy to us for our records. The commencement of performance under this proposal indicates an acceptance by the Client to the terms mentioned above. If there are any questions, please advise us.

Sincerely,

LUNDY & FRANKE  
ENGINEERING, INC.

Shawn J. Franke, P.E.  
SJF/sjf

Accepted By: \_\_\_\_\_

Its: \_\_\_\_\_



**EXHIBIT A-3**

House Bill 89 Verification

*(See Attached)*

House Bill 89 Verification Form

I, Brent Luck (printed person's name), the undersigned representative of (Company or Business name) LUCK Design Team LLC (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.

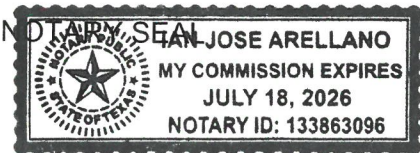
6/26/2023

[Handwritten Signature]

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE 26 day of JUNE, 2023, personally appeared Brent Luck, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.



[Handwritten Signature]

**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)

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

Commercial General Liability:

|                       | <input type="checkbox"/> Very High/High Risk | <input checked="" type="checkbox"/> Medium Risk | <input type="checkbox"/> 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                         |

- Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)
- |                        | <input type="checkbox"/> Very High/ High Risk | <input checked="" type="checkbox"/> Medium Risk | <input type="checkbox"/> 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.

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 Bastrop) 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 Bastrop)

- \$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.

CERTIFICATE OF LIABILITY INSURANCE

DATE: 6/2/2024 Item 10B.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).


|   |  |  |                                    |
|---|--|--|------------------------------------|
| <b>PRODUCER</b><br>USI Southwest<br>9811 Katy Freeway, Suite 500<br>Houston, TX 77024<br>713 490-4600 | <b>CONTACT NAME:</b> Ofelia Padilla<br><b>PHONE (A/C, No, Ext):</b> 713 490-4600<br><b>E-MAIL ADDRESS:</b> ofelia.padilla@usi.com                      |  | <b>FAX (A/C, No):</b> 713-490-4700 |
|   | INSURER(S) AFFORDING COVERAGE<br>INSURER A : XL Specialty Insurance Company<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |  |                                    |
| <b>INSURED</b><br>Luck Design Team, LLC<br>9600 Escarpment Blvd., Suite 745-4<br>Austin, TX 78749     |  |  |                                    |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR | SUBR WVD | POLICY NUMBER                     | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|-----------------------------------|-------------------------|-------------------------|--|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          |                                   |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                                  |           |          |                                   |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                    |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$   |           |          |                                   |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                              |           | N/A      |                                   |                         |                         | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                         |
| A        | <b>Professional Liab</b><br><b>Claims Made Pol.</b>  |           |          | DPS501103002YR<br>Retro: 07/10/13 | 03/27/2023              | 03/27/2024              | \$1,000,000 per claim<br>\$1,000,000 annl aggr.  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**RE: Project: Fairview Cemetery Improvements, Section 9 Development.**

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br>City of Bastrop<br>Engineering and Capital Project Management Department<br>P. O. Box 427<br>1311 Chestnut Street<br>Bastrop, TX 78602 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br> |
|---|--|

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*Item 10B.*



## CERTIFICATE OF LIABILITY INSURANCE

DATE Item 10B.

6/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |   |                |
|--|---|----------------|
| PRODUCER<br>Donna Frazier, LLC<br>DBA GlobalGreen Insurance Agency<br>120 W. 2nd Street Ste. E<br>Taylor, TX 76574 | CONTACT NAME: Donna Frazier             | FAX (A/C, No): |
|  | PHONE (A/C, No, Ext): (512) 309-4323    | (A/C, No):     |
|  | E-MAIL ADDRESS:                         |                |
|  | INSURER(S) AFFORDING COVERAGE           | NAIC #         |
| INSURED<br><br>Luck Design Team LLC<br>9600 Escarpment Blvd Ste 754-4<br>Austin, TX 78749                          | INSURER A : State Auto                  |                |
|  | INSURER B : Progressive                 | 16322          |
|  | INSURER C : Hartford Casualty Insurance |                |
|  | INSURER D :                             |                |
|  | INSURER E :                             |                |
|  | INSURER F :                             |                |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: | X         | X        | 10127549CB    | 4/15/2023               | 4/15/2024               | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000<br>\$ |
| B        | <input type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                      | X         | X        | 06491376      | 1/26/2023               | 1/26/2024               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$  | X         | X        | 10127556CU    | 4/15/2023               | 4/15/2024               | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000<br>\$  |
| C        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | N/A       | X        | 46WECAL3B5J   | 4/15/2023               | 4/15/2024               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                     |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project: City of Bastrop Fairview Cemetery Improvements, Section 9 Development.

If required by written contract the Certificate Holder is covered as an additional insured with waiver of subrogation as indicated above.

## CERTIFICATE HOLDER

## CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED BY CONTRACT**

This endorsement modifies insurance provided under the following:

### **BUSINESS LIABILITY COVERAGE FORM**

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

#### **A. The following is added to Section C. WHO IS AN INSURED:**

##### **Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

#### **a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

**(1)** The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g)** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**b. Lessors Of Equipment**

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**c. Lessors Of Land Or Premises**

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

(a) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

(b) This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

**e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit**

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**(b)** "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

**(1)** Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

**(a)** In the performance of your ongoing operations performed by you or on your behalf;

**(b)** In connection with your premises owned by or rented to you; or

**(c)** In connection with "your work" and included within the "products-completed operations hazard", but only if:

**(i)** The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

**(ii)** This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

**(2)** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

**(a)** The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

**(b)** Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.



## BUSINESS LIABILITY COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the insurance company shown in the Declarations.

"Policy period", as used in this Coverage Part, means the period from the effective date of this Coverage Part to the expiration date of the Coverage Part as stated in the Declarations or the date of cancellation, whichever is earlier.

The word "insured" means any person or organization qualifying as such under Section **C. Who Is An Insured**.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F. Liability And Medical Expenses Definitions**.

### A. COVERAGES

#### 1. Business Liability Coverage (Bodily Injury, Property Damage, Personal And Advertising Injury) Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D. Liability And Medical Expenses Limits Of Insurance**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (b) The "bodily injury" or "property damage" occurs during the policy period; and
- (c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C. Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or



(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

**e. Incidental Medical Malpractice**

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

**2. Medical Expenses**

**Insuring Agreement**

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

**3. Coverage Extension - Supplementary Payments**

a. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish, finance, arrange for, guarantee, or collateralize these bonds, whether the collateralization is characterized as premium or not.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

(5) All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the insured.

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.



- (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the Limits of Insurance.

- b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - (2) This insurance applies to such liability assumed by the insured;
  - (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
  - (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
  - (6) The indemnitee:
    - (a) Agrees in writing to:
      - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
      - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
      - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
      - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
    - (b) Provides us with written authorization to:
      - (i) Obtain records and other information related to the "suit"; and
      - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

## B. EXCLUSIONS

### 1. Applicable To Business Liability Coverage

This insurance does not apply to:

#### a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".



**b. Contractual Liability**

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or
- (b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:
  - (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**c. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
- (3) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or
- (4) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" involved that which is described in Paragraph (1), (2), (3) or (4) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving, or furnishing alcoholic beverages.

**d. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**e. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.



This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this paragraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible;
  - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this paragraph does not apply to:
    - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
    - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
  - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".



However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

**(1) Unmanned Aircraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Exclusion **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

**(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Exclusion **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Exclusion **g.(2)** does not apply to:

- (a) A watercraft while ashore on premises you own or rent;
- (b) A watercraft you do not own that is:
  - (i) Less than 51 feet long; and
  - (ii) Not being used to carry persons or property for a charge;
- (c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned aircraft") or watercraft;
- (e) "Bodily injury" or "property damage" arising out of:
  - (i) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
  - (ii) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or
- (f) An aircraft (other than "unmanned aircraft") that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.





**i. War**

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Professional Services**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
  - (a) Body piercing (not including ear piercing);
  - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
  - (c) Similar services;
- (10) Pharmaceutical services including but not limited to:
  - (a) The administering, prescribing, preparing, distributing or compounding of pharmaceutical drugs, vaccinations, immunizations or any of their component parts;
  - (b) The providing of or failure to provide home health care or home infusion products or services; and
  - (c) Advising and consulting customers;
- (11) Computer consulting, design or programming services, including web site design.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. Coverages.

**k. Damage To Property**

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;



- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D. Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**i. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**m. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**n. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**o. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**p. Personal And Advertising Injury**

"Personal and advertising injury":

- (1) Arising out of oral, written, electronic, or any other manner of publication of material, if done by or at the direction of the insured with knowledge of its falsity;



- (2) Arising out of oral, written, electronic, or any other manner of publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of:
  - (a) Any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, right of publicity, trademark, trade dress, trade name, trade secret, service mark or other designation of origin or authenticity; or
  - (b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you, or by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (i) Infringement, in your "advertisement", of:
  - a. Copyright;
  - b. Slogan; unless the slogan is also a trademark, trade dress, trade name, service mark or other designation of origin or authenticity; or
  - c. Title of any literary or artistic work; or
- (ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

Paragraph (7)(b)ii above shall not apply to claims or "suits" alleging infringement or violation of trademark, trade dress, trade name, service mark or other designation of origin or authenticity.

- (8) Arising out of an offense committed by an insured whose business is:
  - (a) Advertising, broadcasting, publishing or telecasting;
  - (b) Designing or determining content of web sites for others; or
  - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section F. Liability And Medical Expenses Definitions.

For the purposes of this exclusion, the placing of frames, borders, or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.  
However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;
- (12) Arising out of:

- (a) Advertising content for others on your web site;
- (b) Placing a link to a web site of others on your web site;



- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
  - (i) Your web site; or
  - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities;

(15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information; or

(16) Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(a) Infringement, in your "advertisement", of:

- (i) Copyright;
- (ii) Slogan; or
- (iii) Title of any literary or artistic work; or

(b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

**q. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability**

(1) Damages because of "bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if such damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraphs (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

**r. Employment-Related Practices**

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or



- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or false arrest directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b), or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**s. Asbestos**

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
  - (a) May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
  - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
  - (c) Arise out of any claim or "suit" for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**t. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion**

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section D. Liability And Medical Expenses Limits Of Insurance.

**2. Applicable To Medical Expenses Coverage**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.



**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers' Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

**f. Products-Completed Operations Hazard**

Included with the "products-completed operations hazard".

**g. Business Liability Exclusions**

Excluded under Business Liability Coverage.

**C. WHO IS AN INSURED**

**1. If you are designated in the Declarations as:**

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business, other than that described in **b.** through **e.** below, of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

**2. Each of the following is also an insured:**

**a. Employees And Volunteer Workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

**(1) "Bodily injury" or "personal and advertising injury":**

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

**(2) "Property damage" to property:**



(a) Owned, occupied or used by:

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Operator Of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:



- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

## D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

### 1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

### 2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

### 3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

### 4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

### 5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

### 6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance required in a written contract, written agreement or permit; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all





coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**

### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

#### **a. Notice Of Occurrence Or Offense**

You or any additional insured under this Coverage Part must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

#### **b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

#### **c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

#### **d. Obligations At The Insured's Own Cost**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### **e. Additional Insured's Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured under this Coverage Part, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with such additional insured's own insurance.

#### **f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs a. and b. apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:



- (1) You or any additional insured under this Coverage Part that is an individual;
- (2) Any partner, if you or an additional insured under this Coverage Part is a partnership;
- (3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;
- (5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or
- (6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured under this Coverage Part.

### 3. Legal action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

### 5. Representations

#### a. When You Accept This Policy

By accepting this Policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this Policy in reliance upon your representations.

#### b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

### 6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

#### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

##### (1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";



**(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(3) Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**(4) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

**(5) Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.



If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

## 7. Transfer Of Rights Of Recovery Against Others To Us

### a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

### b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

## F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
  - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
  - a. Injury;
  - b. Sickness; or
  - c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in a. above;
    - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or



- (3)** "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication.

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of "electronic data", means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
  - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D**. Liability And Medical Expenses Limits Of Insurance.
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement; or
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph **f**. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.
- However, Paragraph **f**. does not include that part of any contract or agreement:
- (1)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - (a)** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
    - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or



- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - While it is in or on an aircraft, watercraft or "auto"; or
  - While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - Vehicles maintained for use solely on or next to premises you own or rent;
  - Vehicles that travel on crawler treads;
  - Vehicles, whether self-propelled or not, on which are permanently mounted:
    - Power cranes, shovels, loaders, diggers or drills; or
    - Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - Cherry pickers and similar devices used to raise or lower workers;
  - Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
    - Snow removal;
    - Road maintenance, but not construction or resurfacing; or
    - Street cleaning;
  - Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:



- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral, written, electronic, or any other manner of publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral, written, electronic, or any other manner of publication of material that violates a person's right of privacy;
  - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
  - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".
- 18.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19.** "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
    - (1) Products that are still in your physical possession; or
    - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
      - (a) When all of the work called for in your contract has been completed.
      - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
    - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
    - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

**Policy Number:** 46 WEC AL3B5J

**Endorsement Number:**

**Effective Date:** 04/15/21

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** LUCK DESIGN TEAM LLC  
9600 ESCARPMENT BLVD STE 754-4  
AUSTIN TX 78749

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

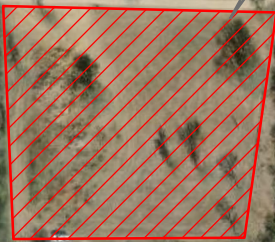
The premium for this endorsement is shown in the Schedule.

### Schedule

1.  Special Waiver  
Name of person or organization
  
- Blanket Waiver  
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
  
2. Operations:  
All Texas Operations
  
3. Premium:  
The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
  
4. Advance Premium:



Project Location



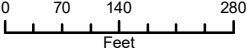
Texas State Highway 95

Chestnut St.

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



CITY OF BASTROP FAIRVIEW CEMETERY IMPROVEMENTS SECTION 9 DEVELOPMENT PROJECT LOCATION CITY OF BASTROP, TX



Date: 7/12/2023

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 this information, nor does it represent that its use will not infringe upon privately owned rights.



# STAFF REPORT

**MEETING DATE:** July 25, 2023

**TITLE:**

Consider action to approve the first reading of Resolution No. R-2023-110 of the City Council of the City of Bastrop, Texas, approving a Revolving Loan Fund Program and the expenditure of Bastrop Economic Development Corporation funds in the amount of Thirty Thousand Dollars (\$30,000.00) for the program; repealing all resolutions in conflict; providing an effective date; and move to include on the August 8, 2023, Consent Agenda for second reading.

**AGENDA ITEM SUBMITTED BY:**

Sylvia Carrillo, ICMA-CM, CPM, City Manager & Interim Executive Director Bastrop Economic Development Corporation

**BACKGROUND/HISTORY:**

In November 2022, Roscoe Bank awarded the BEDC \$20,000, the first of five donations totaling \$100,000 over the course of five years. Roscoe representatives requested these funds be used in a way to assist small businesses. The BEDC staff proposed using the funds for a revolving loan fund program, and Roscoe wholeheartedly agreed.

This program would contribute to the City of Bastrop by assisting small businesses and entrepreneurs in starting or expanding businesses, thereby creating a direct overall improvement/stimulus in the local economy. At the board meeting of February 27, 2023, the BEDC Board approved a Revolving Loan Fund Program using funds donated by Roscoe Bank. At subsequent meetings, the Board approved matching BEDC funds in the amount of \$30,000 per fiscal year.

Local Government Code (LGC) 505.158 authorizes Type B corporations created by a municipality with a population of 20,000 or less to expend funds on projects found by the corporation's board of directors to promote new or expanded business development. Projects approved under LGC 505.158 over \$10,000 require two separate readings of a resolution by the governing body.

**FISCAL IMPACT:**

\$30,000 of BEDC funds and \$20,000 in donated Roscoe Bank funds per fiscal year.

**RECOMMENDATION:**

Consider action to approve the first reading of Resolution No. R-2023-110 of the City Council of the City of Bastrop, Texas, approving a Revolving Loan Fund Program and the expenditure of Bastrop Economic Development Corporation funds in the amount of Thirty Thousand Dollars (\$30,000.00) for the program; repealing all resolutions in conflict; providing an effective date; and move to include on the August 8, 2023, Consent Agenda for second reading.

**ATTACHMENTS:**

1. Resolution R-2023-110
2. BEDC Revolving Loan Fund Program Policy

**RESOLUTION NO. R-2023-110**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A REVOLVING LOAN FUND PROGRAM AND THE EXPENDITURE OF BASTROP ECONOMIC DEVELOPMENT CORPORATION FUNDS IN THE AMOUNT OF THIRTY THOUSAND DOLLARS (\$30,000.00) FOR THE PROGRAM; REPEALING ALL RESOLUTIONS IN CONFLICT; 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**, economic development organizations commonly utilize Revolving Loan Fund programs to provide access to capital to achieve positive public outcomes such as community revitalization, economic growth, increased tax revenues, and job creation; and

**WHEREAS**, providing Bastrop businesses with access to such a program will contribute to the City of Bastrop by assisting small businesses and entrepreneurs in starting or expanding businesses, thereby creating a direct overall improvement/stimulus in the local economy; and

**WHEREAS**, Roscoe Bank has made a donation to the BEDC in the amount of \$20,000 per year for five (5) years, and has requested that the funds be used for a program such as a Revolving Loan Fund; and

**WHEREAS**, Local Government Code (LGC) 505.158 authorizes Type B corporations created by a municipality with a population of 20,000 or less to expend funds on projects (including 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 July 24, 2023, and took formal action making required findings, and supporting and authorizing funding for this program; and

**WHEREAS**, after careful evaluation and consideration by the BEDC Board, it has determined that this Revolving Loan Fund program will benefit Bastrop businesses and the overall economy, and furthermore has approved the expenditure of \$30,000.00 per fiscal year in matching funds for the program; and

**WHEREAS**, the City has reviewed the July 24, 2023, actions of the BEDC related to the program noted herein, has considered and evaluated the program and its polices

and procedures, 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 the creation of a Revolving Loan Fund Program as described in the policy attached hereto as Exhibit “A.”

**Section 2. Authorization of Expenditure.** The City Council of the City of Bastrop, Texas, hereby authorizes the funding in the amount of \$30,000.00.

**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.** Pursuant to Texas Local Government Code Section 505.158(b), this Resolution shall take effect immediately from and after its passage upon a subsequent second reading and passage, and it is duly resolved.

This resolution shall be in full force and effect from and after its final adoption.

**READ and ACKNOWLEDGED on First Reading** by the City Council of the City of Bastrop on this 25<sup>th</sup> day of July 2023.

**READ and APPROVED on the Second Reading** by the City Council of the City of Bastrop on this 8<sup>th</sup> day of August 2023.

**APPROVED:**

\_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

---

Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

---

Alan Bojorquez, City Attorney

DRAFT

**Exhibit "A"**  
BEDC Revolving Loan Fund Program Policy

DRAFT



## Bastrop Economic Development Corporation Revolving Loan Fund Program Policy

### I. GENERAL POLICY

The Bastrop Revolving Loan Fund (RLF) Program provides businesses with direct loans. As the RLF receives the principal and interest from outstanding loans, the money is made available to another borrower. This recycling of funds makes RLFs particularly valuable for small businesses and entrepreneurs that lack the equity typically required by financial institutions to start or grow their business. This RLF program provides low-interest financing to assist with business start-ups and the expansion of existing businesses for the purposes of creating jobs, increasing sales tax producing revenue, and enhancing private capital investment within the City of Bastrop, Texas.

### II. ECONOMIC OBJECTIVES

The Bastrop Economic Development Corporation (BEDC) will consider applications for the RLF, which demonstrate the achievement of one or more of the following objectives:

1. Enhance the City's economic base through property tax and sales tax.
2. Assist businesses that provide permanent employment opportunities.
3. Stimulate private sector investment in commercial opportunities.
4. Encourage site improvements and redevelopment of commercial and industrial areas, blighted properties and vacant land.

### III. DEFINITIONS

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

1. "Applicant" – Business or person applying for the loan
2. "BEDC" – Bastrop Economic Development Corporation
3. "BEDC Board" – BEDC Board of Directors
4. "RLF" – Bastrop Revolving Loan Fund Program
5. "RLF Committee," or "Committee" – loan committee comprised of a maximum of three BEDC Board members and additional members as determined by the BEDC Board
6. "Lender" – BEDC or established BEDC bank or lending institution
7. "Loan" – (aka microloan or small business loan) amount not to exceed \$10,000
8. "Recipient" – Business or person approved for a loan

**IV. ELIGIBLE BUSINESSES**

All RLF Applicants must meet the following criteria. The business must:

1. Be a for-profit business in the industrial, commercial, retail or service sector.
2. Be a private business (dba, LLC, LLP, PC, C, or S corporation).
3. Have a physical address within the City of Bastrop city limits. Proof of address shall be required when applying.
4. Be an allowed use through zoning of the property or be a legally non-conforming use.
5. Not have delinquent taxes, bills, or charges due to the City.
6. Not have any outstanding violations with the City of Bastrop unless working to come into compliance by utilizing the RLF.

Any participant in the RLF must be in good standing with the BEDC and the City of Bastrop (e.g., not in litigation against the BEDC or City or owing monies for utilities, judgements, fines, having unresolved code enforcement issues, etc.) and may only carry one revolving loan at a time.

**V. ELIGIBLE USES OF THE REVOLVING LOAN FUND**

1. Land and building acquisition
2. Property improvements
3. New building construction
4. Building renovation and modernization
5. Machinery, equipment & fixtures
6. Inventory
7. Working capital
8. Information technology

**VI. INELIGIBLE USES OF THE REVOLVING LOAN FUND**

1. Debt refinancing
2. Residential real estate, public buildings or infrastructure, speculative buildings, or any project not located within the city limits of Bastrop, Texas.
3. Investments, payments on current loans, or refinancing of existing debt.
4. Loans used as a loan guarantee or as a substitute for private capital.
5. Taxes
6. Gambling, religious, political or adult/pornographic businesses
7. Loans which would create a potential conflict of interest for any BEDC staff member, elected or appointed official, or members of the Committee.

**VII. AMOUNT AVAILABLE**

Applications will be accepted for loan amount requests ranging from \$3,000 up to \$10,000. Loans will be considered on a first come first served basis each fiscal year, which is October 1 to September 30. Once budgeted funds are exhausted, then the BEDC Board must approve



additional funding during the fiscal year or applicants will need to reapply in a subsequent term.

**VIII. ADMINISTRATION**

Application forms are available online at [www.bastropcdc.org](http://www.bastropcdc.org).

Applicant should allow a minimum of six to eight weeks for processing once the completed application and all required documentation are submitted.

Consideration for approval will be based on but not limited to the following:

1. Business plan for the proposed business or project
2. Assessment of business capacity to operate successfully based on current market conditions
3. Analysis of personal credit score
4. Cash flow analysis
5. Other financial documents as requested
6. The following minimum criteria will be used in assessing candidacy for a loan:

| Business Status | Personal Credit Score | Business Annual Revenues | Years in Business | Business Plan | Articles of Org/Incorp/EIN | 3 Months Personal Bank Statements | 3 Months Business Bank Statements |
|-----------------|-----------------------|--------------------------|-------------------|---------------|----------------------------|-----------------------------------|-----------------------------------|
| Existing        | >600                  | \$50,000                 | >1 Year           | Yes           | Yes                        | No                                | Yes                               |
| Start-Up        | >700                  | N/A                      | N/A               | Yes           | Yes                        | Yes                               | No                                |

7. If minimum criteria are met for securing a loan, then the loan committee will analyze and score the loan applicants based on their potential risk in the categories noted in the table below. Risk will be assigned as low (1), medium (2), or high (3). A total risk score will be calculated and used in the final evaluation of the loan application.

|             | Applicant Credit Score | Current Economic Conditions/ Communication (Business Plan) | Repayment Capacity (Bank Statements) | Total Score | Risk Score Average (Total Score/3) |
|-------------|------------------------|--|--------------------------------------|-------------|------------------------------------|
| Risk Score: |                        |  |                                      |             |                                    |
| 1 - Low     |                        |  |                                      |             |                                    |
| 2 - Medium  |                        |  |                                      |             |                                    |
| 3 - High    |                        |  |                                      |             |                                    |

FOR INTERNAL USE ONLY

An initial meeting with the Applicant and BEDC staff will be set up to review the request. If the application meets the initial policy guidelines and the application is deemed complete, BEDC staff shall prepare a loan summary to be submitted to the BEDC RLF Committee for

consideration in making a recommendation to the BEDC Board. A copy of the loan summary and application will be sent to the Committee at least 72 hours prior to the meeting. Information in the loan summary will include:

1. Project description and use of funds
2. Type of business
3. Number of jobs created or retained
4. Source and use of personal or other funds
5. Staff recommendation for loan application
6. Estimated economic benefits to the City

Incomplete applications will be returned to the Applicant.

The RLF Committee shall meet on an as-needed basis to review applications for financial feasibility, security and ability to satisfy the purposes and priorities of the program. The Applicant will be invited to the meeting to present to the committee. Applications shall require a majority vote of the Committee for recommendation to proceed to the BEDC Board. During the next regularly scheduled BEDC Board meeting, the Board will formally approve/deny the application. If an application is denied, BEDC staff shall have the option to continue assisting the Applicant in gathering additional information for resubmittal.

Nothing in this Policy shall require the BEDC to make a loan to a business that meets the requirements of the Policy. The BEDC is not required to make a loan or provide any financial assistance to a business that meets the requirements of this Policy unless the BEDC in its sole discretion determines that it is in the BEDC and City of Bastrop's best interest to make a loan. Each application will be reviewed on a case-by-case basis.

*NOTE: Information that the Applicant believes to be confidential should be clearly marked "Confidential" on each page containing confidential information. The BEDC shall take every precaution allowed by law to maintain confidentiality. Application materials may be subject to public disclosure.*

#### **IX. LOAN TERMS AND GUIDELINES**

1. Minimum amount of loans – \$3,000
2. Maximum amount of loans – \$10,000
3. Loan term will be five (5) years.
4. Loan origination fees will be incurred by the BEDC.
5. The interest rate of all approved loans will be a fixed rate, established at the time of loan approval, and set to 75% of the Wall Street Journal prime rate.
6. Recipients may be required to maintain property insurance on buildings and contents for full replacement value. If required, insurance policies shall name the BEDC as a Lender Loss Payee.

## X. LOAN PAYMENT TERMS AND GUIDELINES

1. Initial payment may be deferred up to three (3) months after closing.
2. Loan payment shall be made monthly to the City of Bastrop Finance Department by any means authorized by the department.
3. Payments more than thirty (30) days delinquent will be assessed a five (5) percent penalty. Payments first go towards any accrued penalties, then towards accrued interest, and lastly to reduce the balance of the principal.
4. The Recipient may repay the loan without incurring a prepayment penalty, to encourage early repayment of loans.
5. The Applicant will authorize the BEDC to obtain verification of any applicable records, including assets, employment records, and consumer credit reports.
6. BEDC will review RLF agreements annually.

## XI. LOAN PROCEDURES

Prior to releasing RLFs, the following documentation as applicable, and any other documentation required by the BEDC, must be provided:

1. **Notice of Award** – The BEDC has reviewed and approved a complete application for an eligible Applicant.
2. **Loan Agreement** – A RLF agreement shall be executed by the BEDC Chair and the principal owner(s) or officer(s) of the business. The agreement must be dated, state the agreement between the BEDC and the business and specify the amount and terms of the loan funds delivered.
3. **Loan Security** – If RLF security is required, any mortgage or lien instruments must be executed at the time of the loan closing. The BEDC may take a security interest position in any equipment, real estate, or other collateral being financed. Subordinate lien position loans will be accepted.
4. **Amortization Schedule** – An amortization schedule shall be prepared by BEDC Staff with a copy provided to the borrower.
5. **Evidence of Permits** – Documentation must be provided by the Applicant.
6. **Other Documentation** – The Applicant may be asked to provide other types of documentation.

## XII. POST-APPROVAL OF RLF RECIPIENT

In addition to the terms and conditions of the RLF, all Recipients must agree to comply with the following:

- To use RLF money only to pay the cost of services and materials necessary to complete the project or activity, or purchase the equipment for which the loan was awarded.

- To permit inspections by persons authorized by the BEDC of all projects and properties assisted with RLFs. Related project materials shall also be open to inspections which include but may not be limited to materials and equipment. Requests for inspection shall be complied with by the Recipient.
- To maintain records on the projects as may be requested by the BEDC. These files shall be maintained as long as the loan is active or for at least three (3) years after completion of the work for which the loan has been obtained, whichever is longer.
- The business must maintain an actual physical presence within the city limits of Bastrop, Texas, for 5 years.

### **XIII. POST-CLOSING AND MONITORING OF RLFs**

#### **General Procedures**

1. When the loan closing is completed and the funds are disbursed, the Lender will establish a loan servicing file to contain:
  - 1) All closing documents.
  - 2) A log of all conversations and correspondence relating to the loan.
  - 3) A master follow-up file to ensure loan monitoring functions are performed on a timely basis.
2. The calculation of principal and interest and monthly payment reports will be executed at the time of the loan closing by the Lender.
3. Fund management services will be provided by the Lender. The BEDC may assist with loan packaging, underwriting, and related marketing services for the Fund.

#### **Monitoring**

Lender will be responsible for collecting and maintaining evidence of ongoing compliance with any loan requirements, insurance, financial reporting, and any special conditions of the original agreement. An annual report of projects financed through this program will be provided to the BEDC and BEDC Board each year.

### **XIV. DEFAULT**

In the event the Recipient is in default on any of the terms and conditions of the RLF agreement, all sums due and owing, including penalties, shall, at the BEDC's option, become due and payable. To exercise this option, the BEDC Attorney shall prepare a written notice to the Recipient. The notice shall specify the following:

1. The default.
2. The action required to cure the default.
3. A date, not less than thirty (30) days from the date of the notice, by which the default must be cured to avoid foreclosure or other corrective action.

4. Any penalties incurred as a result of the default.

**XV. USE OF LOAN REPAYMENTS AND REPORTING**

Repaid loans shall be redeposited in the RLF account and used in a manner consistent with these policies and procedures. A separate accounting record for each loan shall be kept to account for all funds loaned.

**XVI. PERFORMANCE ASSESSMENT PROCESS**

The BEDC staff shall annually review the goals and objectives of the RLF to verify it is meeting its objectives. If staff determines the program requires modification, staff will prepare and present any modifications to the Committee for review, with final approval by the BEDC Board.

# Bastrop Economic Development Corporation Revolving Loan Fund (RLF) Process

Item 10C.

## Business Interested in RLF

BEDC staff provide RLF information, process, and application

Business completes application

Business begins to gather materials necessary for application requirements



## Application Submission

Business submits application and required documentation to BEDC

BEDC staff review application and documents for completeness

If incomplete, business is notified of components for correction

If complete, BEDC staff will submit application to the BEDC RLF Committee and schedule a Committee meeting



## Committee Convenes

Committee is provided with all application materials for review (at least 72 hours prior to meeting)

Committee meets to discuss application in which business is advised to make a presentation

If approved, Committee sends recommendation to the BEDC Board for approval

If not approved, Committee may decide to provide recommendations for the business for another application submission



## Application Approval

Application is submitted to BEDC Board for approval

If application is approved, the business is notified of any additional contingencies required by the Board

Loan is awarded to business

*BEDC RLF Committee meets on an as-needed basis. The Committee must have sufficient time for review and presentation of the RLF application before materials are distributed to members, a minimum of 72 hours prior to meeting.*



**Bastrop Economic Development Corporation**

**Revolving Loan Fund Application Form**

**Applicant Information**

Name of Applicant(s): \_\_\_\_\_  
 Address: \_\_\_\_\_ City, State, Zip Code: \_\_\_\_\_  
 Phone Numbers: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

**Information about Your Business**

Name of Business: \_\_\_\_\_  
 Address of Business: \_\_\_\_\_ City, State, Zip Code: \_\_\_\_\_  
 Phone Numbers: \_\_\_\_\_  
 Type of Business: \_\_\_\_\_ Employer ID Number: \_\_\_\_\_  
 Number of Employees: Full-Time: \_\_\_\_\_ Part-Time: \_\_\_\_\_  
 Business Banking Institution: \_\_\_\_\_  
 Products or Services Your Business Provides: \_\_\_\_\_

**Information about the Project**

Brief Description of the Project:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Anticipated Start Date for the Project: \_\_\_\_\_  
 Amount of Loan Funds Requested: \_\_\_\_\_ Requested Loan Term: \_\_\_\_\_

**Sources and Uses of Loan Proceeds**

| USES                            |       | SOURCES                |       |
|---------------------------------|-------|------------------------|-------|
| Land Acquisition:               | _____ | BEDC RLF:              | _____ |
| New Building Construction:      | _____ | Financial Institution: | _____ |
| Site Preparation or Demolition: | _____ | Owner's equity:        | _____ |
| Rehabilitation or Renovation:   | _____ | Other:                 | _____ |
| New Machinery and Equipment:    | _____ | Other:                 | _____ |
| Inventory and Working Capital:  | _____ | Other:                 | _____ |
| Other:                          | _____ | Other:                 | _____ |

**Additional Requirements**

Each complete application to be submitted shall include the following items:

1. A cover letter describing the project, explaining the need for Economic Development Loan Funds, and describing the public benefits of the project.
2. A business plan outlining the management, marketing, competition, business history, and future potential.
3. Resumes of the principal borrowers.
4. Financial statements for the preceding three years, including balance sheets, income statements, and the most recent interim statements.
5. A current personal financial statement of any owner with 20% or greater ownership in the business.
6. A project budget showing a breakdown of the total sources and uses of funds for the project.

**Private Financing Information**

If private financing is being requested for this project, complete the following information.

Financial Institution: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Loan Amount: \_\_\_\_\_

I hereby authorize the above referenced financial institution to release my financial records to the Bastrop Economic Development Corporation and/or their representatives.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

**Applicant Certification**

I authorize the Bastrop Economic Development Corporation to make inquiries as necessary to verify the accuracy of the information provided and to determine my credit worthiness. I certify the statements contained on this application and the supporting documentation are true and accurate as of the stated dates.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date





# STAFF REPORT

**MEETING DATE:** July 25, 2023

**TITLE:**

Consider action to approve Resolution No. R-2023-108 of the City Council of the City of Bastrop, Texas, authorizing the City Manager to execute all necessary documents related and to sell real property described as being a 25.01 acre tract of land out of the Stephen F. Austin survey, abstract number 2, Bastrop County, Texas, and being all of a called 25.000 acre tract, described to the City of Bastrop in volume 435, page 360 of the deed records of Bastrop County, Texas; said 25.01 acre tract being further described by metes and bounds as shown in Exhibit A; providing for a repealing clause; and establishing an effective date.

**AGENDA ITEM SUBMITTED BY:**

Trey Job CPM, Assistant City Manager for Community

**BACKGROUND/HISTORY:**

The City desires to sell certain real property that it owns located at the at the corner of Lovers Lane and Margie's Way to Visara Holdings LLC or assigns. The company has expressed interest in purchasing the property.

**RECOMMENDATION:**

Assistant City Manager Job recommends approval of Resolution No. R-2023-108 of the City Council of the City of Bastrop, Texas, approving the sale of

**ATTACHMENTS:**

- Resolution R-2023-108
- Exhibit A – Property location map

**RESOLUTION NO. R-2023-108**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS RELATED AND TO SELL REAL PROPERTY DESCRIBED AS BEING A 25.01 ACRE TRACT OF LAND OUT OF THE STEPHEN F. AUSTIN SURVEY, ABSTRACT NUMBER 2, BASTROP COUNTY, TEXAS, AND BEING ALL OF A CALLED 25.000 ACRE TRACT, DESCRIBED TO THE CITY OF BASTROP IN VOLUME 435, PAGE 360 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 25.01 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS SHOWN IN EXHIBIT A; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Bastrop ("City Council") finds it to be in the public interest and necessary to explore opportunities to convey certain interests in real property;

**WHEREAS**, the Visara Holdings LLC, or assigns has expressed interest in purchasing the property.

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

**Section 1:** The City desires to sell certain real property that it owns located at the at the corner of Lovers Lane and Margie’s Way and as further described as is attached and incorporated herein as, "Attachment A".

**Section 2:** The City Council hereby authorizes the City Manager to enter into the following agreements in accordance with direction and parameters outlined by the City Council, subject to approval as to form by the City Attorney

**Section 3:** That this Resolution shall take effect immediately upon its passage.

**Section 4:** It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 25<sup>th</sup> day of July 2023.

**APPROVED:**

\_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**METES & BOUNDS DESCRIPTION**

**BEING A 25.01 ACRE TRACT OF LAND OUT OF THE STEPHEN F. AUSTIN SURVEY, ABSTRACT NUMBER 2, BASTROP COUNTY, TEXAS, AND BEING ALL OF A CALLED 25.000 ACRE TRACT, DESCRIBED TO THE CITY OF BASTROP IN VOLUME 435, PAGE 360 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 25.01 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** AT A 1/2 INCH IRON ROD, FOUND FOR THE NORTHEAST CORNER OF SAID 25.000 ACRE TRACT, SAME BEING IN THE SOUTH RIGHT OF WAY LINE OF MARGIE'S WAY, AN 80 FOOT WIDE RIGHT OF WAY PER RIVER MEADOWS PHASE 1, A MAP OR PLAT THEREOF RECORDED UNDER CABINET 4, PAGE 16-B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS, AND SAME BEING IN THE WEST RIGHT OF WAY LINE OF LOVERS LANE, AN APPARENT 45 FOOT WIDE RIGHT OF WAY, NO DEED OF RECORD FOUND;

THENCE, **S 11°12'48" W**, WITH THE WEST RIGHT OF WAY OF LOVERS LANE, SAME BEING THE EAST LINE OF SAID 25.000 ACRE TRACT, FOR A DISTANCE OF **1,112.54** FEET TO AN IRON ROD WITH CAP, FOUND FOR THE NORTHERLY SOUTHEAST CORNER OF SAID 25.000 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF A CALLED 0.918 ACRE TRACT, DESCRIBED TO PALMS PROPERTIES, LLC IN DOCUMENT NUMBER 201700307 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY TEXAS [O.P.R.B.C.T.];

THENCE, WITH THE NORTH AND WEST LINES OF SAID 0.918 ACRE TRACT (TRACT 2), COMMON WITH THE INTERIOR LINES OF SAID 25.000 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

1. **N 78°24'34" W**, **199.74** FEET TO A 1/2 INCH IRON ROD WITH "MCS 6714" CAP SET,
2. **S 11°36'23" W**, **200.06** FEET TO A 1/2 INCH IRON PIPE, FOUND FOR THE SOUTHERLY SOUTHEAST CORNER OF SAID 25.000 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID 0.918 ACRE TRACT, AND SAME BEING IN THE NORTH LINE OF A CALLED 26.687 ACRE TRACT, DESCRIBED TO PALMS PROPERTIES IN DOCUMENT NUMBER 201700309 [O.P.R.B.C.T.];

THENCE, **N 77°47'20" W**, WITH THE SOUTH LINE OF SAID 25.000 ACRE TRACT, AND THE NORTH LINE OF SAID 26.687 ACRE TRACT, FOR A DISTANCE OF **670.18** FEET TO A 1/2 INCH IRON ROD, SET FOR THE SOUTHWEST CORNER OF SAID 25.000 ACRE TRACT, SAME BEING THE MOST EASTERLY SOUTHEAST CORNER OF A CALLED 45.008 ACRE TRACT (TRACT 1), DESCRIBED TO PALMS PROPERTIES, LLC IN SAID DOCUMENT NUMBER 201700307 [O.P.R.B.C.T.];

THENCE, **N 12°13'34" E**, WITH THE WEST LINE OF SAID 25.000 ACRE TRACT, AND THE EAST LINE OF SAID 45.008 ACRE TRACT, PASSING AT A DISTANCE OF 134.05 FEET, A 5/8 INCH IRON ROD, FOUND FOR THE SOUTHEAST CORNER OF LOT 20 OF SAID RIVER MEADOWS, PHASE 1, AND CONTINUING WITH THE EAST LINE OF SAID RIVER MEADOWS, PHASE 1, FOR A TOTAL DISTANCE OF **1,313.81** FEET TO A STEEL FENCE POST, FOUND FOR THE NORTHWEST CORNER OF SAID 25.000 ACRE TRACT, SAME BEING IN THE EAST LINE OF LOT 26 OF SAID RIVER MEADOWS, PHASE 1, FROM WHICH A 5/8 INCH IRON ROD, FOUND FOR THE SOUTHEAST CORNER OF SAID LOT 26, BEARS **S 12°13'34" W**, 206.04 FEET, AND SAME BEING IN THE SOUTH RIGHT OF WAY LINE OF SAID MARGIE'S WAY;

THENCE, S 77°50'27" E, WITH THE NORTH LINE OF SAID 25.000 ACRE TRACT, SAME BEING THE SOUTH RIGHT OF WAY LINE OF MARGIE'S WAY, FOR A DISTANCE OF **848.08** FEET, BACK TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT OF LAND, CONTAINING 25.01 ACRES, MORE OR LESS.

Basis of bearing is the Texas Coordinate System, Central Zone [4203], NAD83. All distances (U.S. Survey Feet) are grid and may be converted to ground by multiplying by an inversed combined scale factor of 1.00000426.

I, Garrett Cavaiuolo, Registered Professional Land Surveyor, hereby certify that this property description and accompanying survey drawing of even date, represent an actual survey performed on the ground in the month of March 2023.

 3/22/2023

Garrett Cavaiuolo - RPLS# 6714  
Garrett@MCSurveyTX.com  
TBPELS FIRM# 10194678  
PRJ# 0059-BP002A



LEGAL DESCRIPTION:

BEING A 25.01 ACRE TRACT OF LAND OUT OF THE STEPHEN F. AUSTIN SURVEY, ABSTRACT NUMBER 2, BASTROP COUNTY, TEXAS, AND BEING ALL OF A CALLED 25.000 ACRE TRACT, DESCRIBED TO THE CITY OF BASTROP IN VOLUME 435, PAGE 360 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 25.01 ACRE TRACT BEING FURTHER DESCRIBED BY THE ACCOMPANYING METES AND BOUNDS DESCRIPTION.

TITLE COMMITMENT NOTES:

COMMITMENT FOR TITLE INSURANCE PREPARED BY STEWART TITLE GUARANTY COMPANY, GF. NO. 1900158, EFFECTIVE DATE OF DECEMBER 4, 2022, AND ISSUED ON DECEMBER 14, 2022.

THE SURVEYOR HAS RELIED SOLELY UPON SAID TITLE COMMITMENT FOR THE DEPICTION OF EASEMENTS, RESTRICTIONS AND OTHER MATTERS AFFECTING THIS PROPERTY. NO ADDITIONAL RESEARCH WAS PERFORMED FOR THE PURPOSE OF THIS SURVEY. ITEMS LISTED ARE WORDED ACCORDING TO SAID TITLE COMMITMENT, FOLLOWED BY SURVEYORS NOTES SHOWN IN BRACKETS [ ].

- c. EASEMENT, RIGHT OF WAY AND/OR AGREEMENT BY AND BETWEEN A. G. FAYKUS AND PETER A. FAYKUS AND LO-VACA GATHERING COMPANY, BY INSTRUMENT DATED 11/15/1963, FILED 1/2/1964, RECORDED IN/UNDER VOLUME 163, PAGE 308, OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS. [SHOWN HEREON]
d. EASEMENT, RIGHT OF WAY AND/OR AGREEMENT BY AND BETWEEN PETER A. FAYKUS AND A. G. FAYKUS AND LO-VACA GATHERING COMPANY, BY INSTRUMENT DATED 12/5/1968, FILED 12/13/1968, RECORDED IN/UNDER VOLUME 188, PAGE 485, OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS. [SHOWN HEREON]
e. EASEMENT, RIGHT OF WAY AND/OR AGREEMENT BY AND BETWEEN WILLIAM P. WALKER AND LINDA S. W. ORLANDO, COINDEPENDENT EXECUTORS OF THE ESTATE OF UBEA WALKER, DECEASED AND THE CITY OF BASTROP, TEXAS, BY INSTRUMENT DATED 9/19/1986, FILED 9/22/1986, RECORDED IN/UNDER VOLUME 435, PAGE 364, OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS. [SHOWN HEREON]
f. EASEMENT, RIGHT OF WAY AND/OR AGREEMENT BY AND BETWEEN CITY OF BASTROP AND COUNTY OF BASTROP, TEXAS, BY INSTRUMENT DATED 6/8/2021, FILED 6/25/2021, RECORDED IN/UNDER CLERK'S FILE NO. 202113217, OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS. [SHOWN HEREON]

CONTROL NOTE:

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE (4203), NORTH AMERICAN DATUM 1983 (NAD83), NAVD88, GEIOD18. ALL COORDINATE VALUES AND DISTANCES SHOWN ARE GRID VALUES AND MAY BE CONVERTED TO GROUND BY MULTIPLYING BY AN INVERSED COMBINED SCALE FACTOR OF 1.00000426. UNITS: US SURVEY FEET.

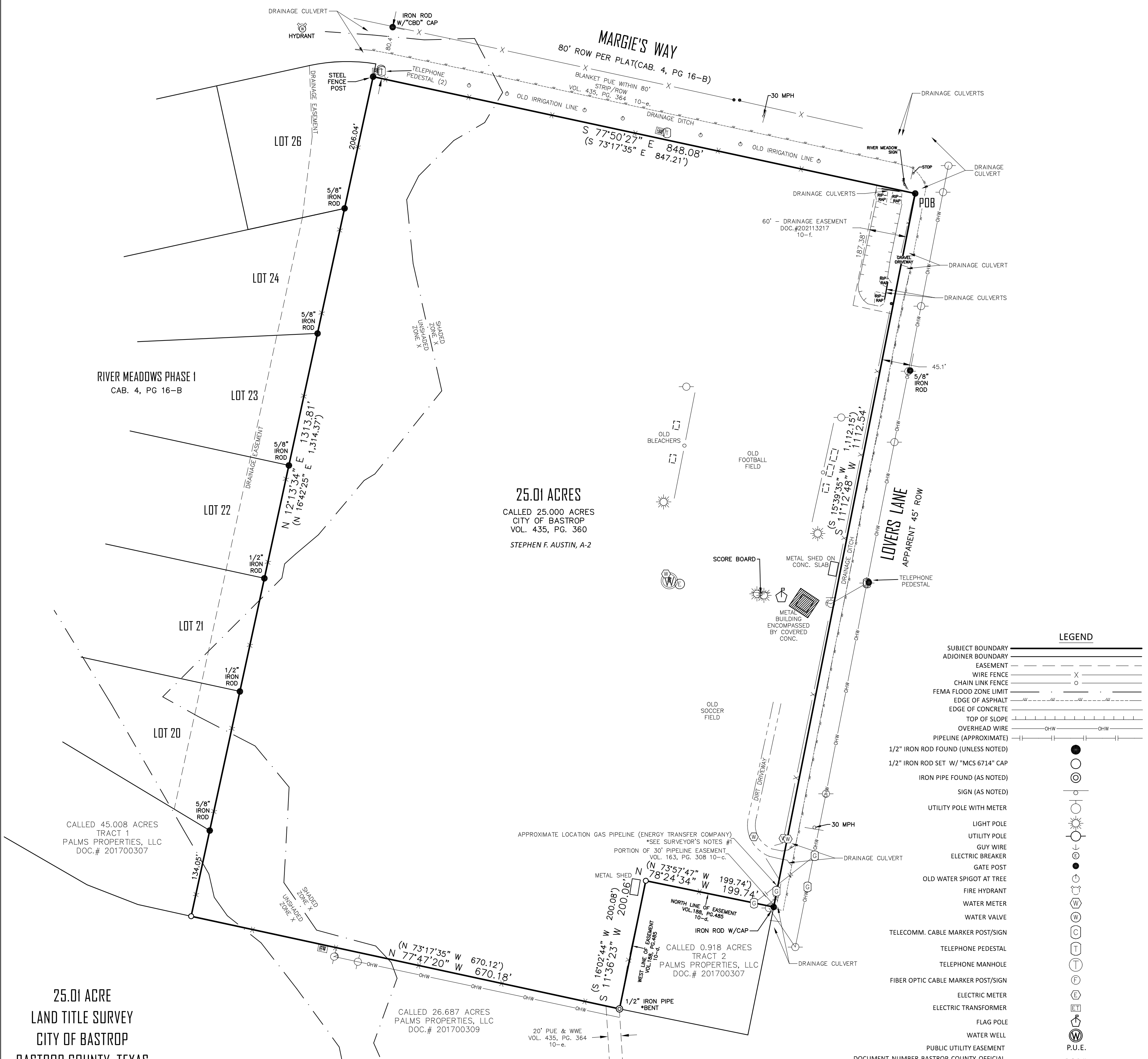
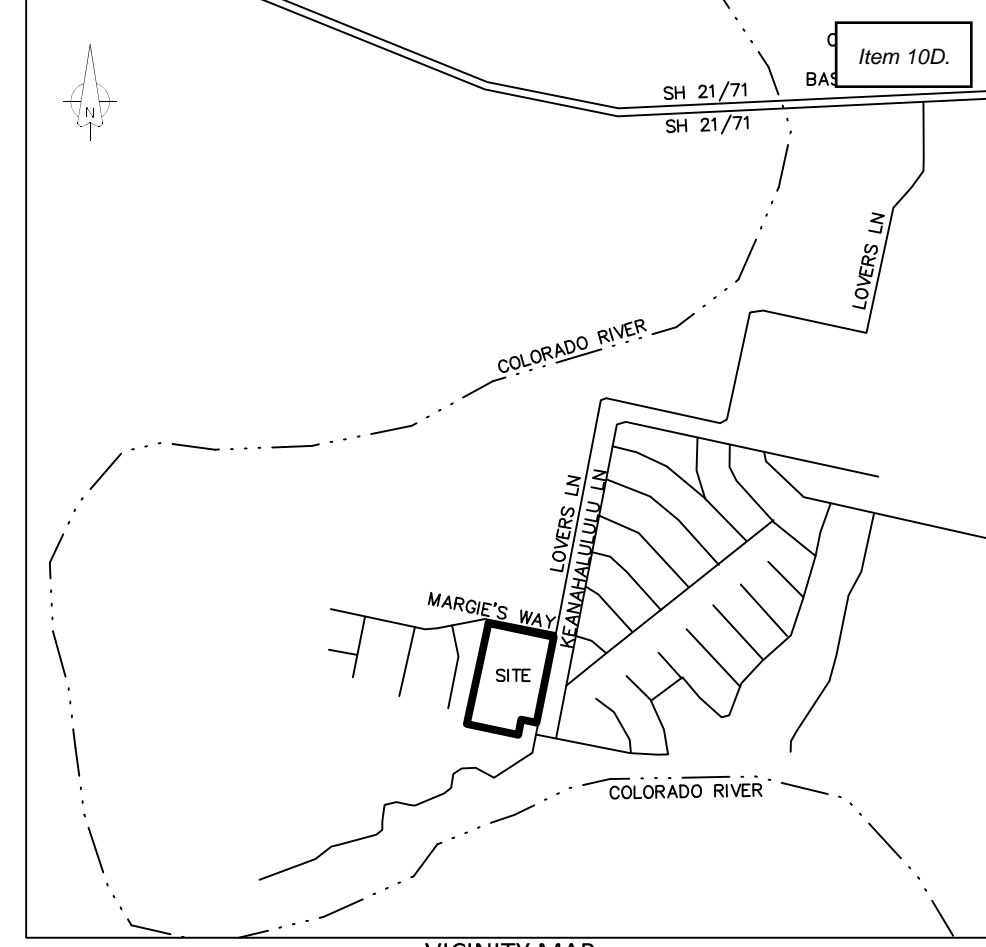
FLOODPLAIN NOTE:

PER FEMA, A PORTION OF THIS PROPERTY (AS SHOWN HEREON) IS LOCATED WITHIN "SHADED ZONE X", AS SHOWN ON F.I.R.M. PANEL NO.48021C0355E, BASTROP COUNTY, TEXAS DATED 01/19/2006. PER FEMA, SHADED ZONE X IS A FLOOD HAZARD AREA, LOCATED WITHIN THE 0.2% ANNUAL CHANCE OF FLOOD.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

SURVEYOR'S NOTES:

- 1. APPROXIMATE LOCATION OF ENERGY TRANSFER COMPANY GAS PIPELINE BASED UPON FOUND PIPELINE MARKERS, APPARENT RIGHT OF WAY, AND TEXAS RAILROAD COMMISSION MAPPING. NO SUPPORTING EASEMENT DOCUMENT PROVIDED. A MINIMUM OF A 50' RIGHT OF WAY/ BUFFER IS SUGGESTED WITHOUT FURTHER EVIDENCE OR CONFIRMATION OF RIGHT OF WAY WIDTH FROM THE PIPELINE COMPANY (ENERGY TRANSFER COMPANY).



25.01 ACRES
CALLED 25.000 ACRES
CITY OF BASTROP
VOL. 435, PG. 360
STEPHEN F. AUSTIN, A-2

CALLED 45.008 ACRES
TRACT 1
PALMS PROPERTIES, LLC
DOC.# 201700307

CALLED 26.687 ACRES
PALMS PROPERTIES, LLC
DOC.# 201700309

CALLLED 0.918 ACRES
TRACT 2
PALMS PROPERTIES, LLC
DOC.# 201700307

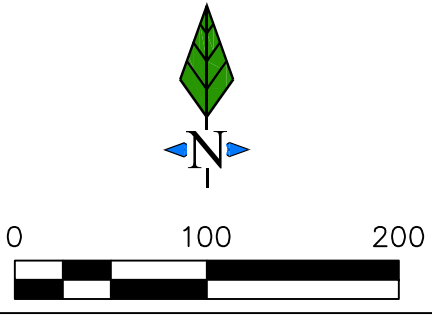
LEGEND table with symbols for SUBJECT BOUNDARY, ADJOINER BOUNDARY, EASEMENT, WIRE FENCE, CHAIN LINK FENCE, FEMA FLOOD ZONE LIMIT, EDGE OF ASPHALT, EDGE OF CONCRETE, TOP OF SLOPE, OVERHEAD WIRE, PIPELINE (APPROXIMATE), 1/2" IRON ROD FOUND (UNLESS NOTED), 1/2" IRON ROD SET W/ "MCS 6714" CAP, IRON PIPE FOUND (AS NOTED), SIGN (AS NOTED), UTILITY POLE WITH METER, LIGHT POLE, UTILITY POLE, GUY WIRE, ELECTRIC BREAKER, GATE POST, OLD WATER SPIGOT AT TREE, FIRE HYDRANT, WATER METER, WATER VALVE, TELECOMM. CABLE MARKER POST/SIGN, TELEPHONE PEDESTAL, TELEPHONE MANHOLE, FIBER OPTIC CABLE MARKER POST/SIGN, ELECTRIC METER, ELECTRIC TRANSFORMER, FLAG POLE, WATER WELL, PUBLIC UTILITY EASEMENT, DOCUMENT NUMBER BASTROP COUNTY OFFICIAL PUBLIC RECORDS, VOLUME AND PAGE BASTROP COUNTY OFFICIAL PUBLIC RECORDS, CABINET AND PAGE BASTROP COUNTY PLAT RECORDS, RIGHT OF WAY, POINT OF BEGINNING, RECORD BEARING & DISTANCE (BOUNDARY).

25.01 ACRE
LAND TITLE SURVEY
CITY OF BASTROP
BASTROP COUNTY, TEXAS

MC SURVEYING logo and contact information: 79 S. Wynmoak Cir. Spring, TX 77382, Mobile: 737-202-8333, Email: Garrett@mcsurveytx.com, www.MCSurveyTX.com, TBPELS FIRM # 10194678



SURVEYOR'S CERTIFICATE: TO: VISARA HOLDINGS, LLC; STEWART TITLE GUARANTY CO. I HEREBY CERTIFY THIS SURVEY WAS MADE ON THE GROUND, AND THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A CONDITIONAL LAND TITLE SURVEY. GARRETT CAVAUIOLO, REGISTERED PROFESSIONAL LAND SURVEYOR, TEXAS REGISTRATION NO. 6714, TBPELS FIRM REG. NO. 10194678





# STAFF REPORT

**MEETING DATE:** July 25, 2023

**TITLE:**

Consider action to approve Resolution No. R-2023-102 of the City Council of the City of Bastrop, Texas, approving the posting of a notice for a public hearing to consider adoption of roadway impact fees.

**AGENDA ITEM SUBMITTED BY:**

Trey Job CPM, Assistant City Manager

**BACKGROUND/HISTORY:**

The City of Bastrop hired Kimley Horn's engineers to review and workshop the components needed to adopt transportation impact fees. As part of the impact fee study the planned land uses for the city were workshoped at the planning and zoning commission twice and again at the Bastrop Regular City Council meetings. The P&Z Commission and City Council took action to affirm that the land use assumptions were accurate with the expected growth of Bastrop and also came to consensus that the proposed capital improvements to the transportation network were necessary to support the future growth and the proposed land uses.

The purpose of the resolution before you is to set a public hearing related to the proposed impact fees. The city staff is currently planning to hold a public hearing to consider adoption of roadway impact fees at the September 12, 2023, Regular City Council Meeting. A

Additional items such as clear policy direction on when the fees should apply can be discussed tonight and again at the public meeting. An example of the policy direction we are seeking could be since every home in P3 zoning is allowed two accessory dwellings, by right an impact fee will not be charged until the lot subdivides into 3 lot and making the potential number of dwelling units 9.

This resolution is required per state law.

**RECOMMENDATION:**

Assistant City Manager Job recommends approval of resolution R-2023-102.

**ATTACHMENTS:**

- Resolution R-2023-102

**RESOLUTION NO. R – 2023-102**

**A RESOLUTION OF THE CITY OF BASTROP, TEXAS, SETTING A PUBLIC HEARING TO CONSIDER ADOPTION OF ROADWAY IMPACT FEES**

**WHEREAS**, Texas Local Government Code (the “Code”), Chapter 395 governs financing capital improvements in municipalities; and,

**WHEREAS**, on October 25, 2022, City Council authorized the preparation of a Roadway Impact Fee Study (“Study”); and,

**WHEREAS**, the Study is being developed with the intent to implement a roadway impact fee for the City of Leander in accordance with Chapter 395 of the Code; and,

**WHEREAS**, Sec. 395.042 of the Code requires a municipality to conduct a public hearing to consider LUAs and the Plan relating to possible adoption of roadway impact fees;

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

Section 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct.

Section 2. A public hearing shall be held during the regularly scheduled council meeting on September 12, 2023 at 6:30 p.m. regarding the possible imposition of a roadway impact fee.

Section 3. This Resolution shall take effect immediately from and after its passage in accordance with the provisions of the Tex. Loc. Gov’t. Code and the City Charter.

Section 4. It is hereby officially found and determined that the meeting at which this resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.



**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 25<sup>th</sup> day of July 2023.

**APPROVED:**

\_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



# STAFF REPORT

**MEETING DATE:** July 25, 2023

**TITLE:**

Consider action to approve Resolution No. R-2023-107 of the City Council of the City of Bastrop, Texas, approving certain contracts with the Capstick Development Group, Ltd, including a Purchase and Sale Agreement, Nondisclosure Agreement, and Professional Services Agreement, all related to the Pine Forest Unit 6 real estate project, and authorizing the City Manager to execute all necessary documents.

**SUBMITTED BY:**

Trey Job CPM, Assistant City Manager for Community

**BACKGROUND/HISTORY:**

The city has entered into an interlocal agreement with Bastrop County and the Bastrop Independent School District regarding real estate located in Pine Forest Unit 6. The entities have a mutually shared desire for the Land to be privately developed in a comprehensive manner as a master planned community that addresses vital public infrastructure such as streets, utilities, drainage, and public spaces.

A private development group, Capstick Development Group, Ltd., has proposed acquiring the interests held by the Entities and developing the Land in a manner that is beneficial to the public. The City Council finds it to be reasonable, prudent, and in the public interest to enter into certain contracts related to the Land to facilitate its sale and development.

**RECOMMENDATION:**

Assistant City Manager Job recommends approval of Resolution No. R-2023-107 of the City Council of the City of Bastrop, Texas, approving the sale of that certain real estate interests of the city involving Pine Forest Unit 6.

**ATTACHMENTS:**

- Resolution R-2023-107
- Purchase and Sale Agreement
- Nondisclosure Agreement
- Professional Services Agreement

**RESOLUTION NO. R-2023-107**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT, NONDISCLOSURE AGREEMENT, AND PROFESSIONAL SERVICES AGREEMENT RELATED TO CERTAIN REAL ESTATE INTERESTS OF THE CITY INVOLVING PINE FOREST UNIT 6**

**WHEREAS,** the City Council of the City of Bastrop (Council) has certain interests in real estate located in the City’s extraterritorial jurisdiction known as Pine Forest Unit 6 (the Land); and

**WHEREAS,** the City has entered into certain interlocal cooperation agreements with Bastrop County (County) and the Bastrop Independent School District (School District), which also have certain interests in the Land; and

**WHEREAS,** the City, County and School District (Entities) have a mutually-shared desire for the Land to be privately developed in a comprehensive manner as a master planned community that addresses vital public infrastructure such as streets, utilities, drainage, and public spaces; and

**WHEREAS,** a private development group has proposed acquiring the interests held by the Entities and developing the Land in a manner that is beneficial to the public; and

**WHEREAS,** the City Council finds it to be reasonable, prudent, and in the public interest to enter into certain contracts related to the Land to facilitate its sale and development.

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

**Section 1:** The City Council hereby approves the attached Purchase and Sale Agreement with Capstick Development Group, Ltd, and authorizes the City Manager to execute it on behalf of the City.

**Section 2:** The City Council hereby approves the attached Nondisclosure Agreement with Capstick Development Group, Ltd, and authorizes the City Manager to execute it on behalf of the City.

**Section 3:** The City Council hereby approves the attached Professional Services Agreement with Capstick Development Group, Ltd, and authorizes the City Manager to execute it on behalf of the City.

**Section 4:** The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act.

**DULY RESOLVED & ADOPTED** by the City Council of the City of Bastrop, Texas, on this, the 25<sup>th</sup> day of July 2023.

**APPROVED:**

\_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (“*Agreement*”) is made as of this \_\_\_\_ day of January, 2023 (the “*Effective Date*”), between the City of Bastrop, a Texas home rule municipal corporation (“*Seller*”), and Capstick Development Group, Ltd., a Texas limited partnership (“*Buyer*”), with reference to the following facts:

Seller is the owner of those certain parcels of real property located in Bastrop County, Texas, the legal description of which is attached hereto as **Exhibit A** (the “*Land*”). Seller will sell to Buyer, and Buyer will buy from Seller, upon the terms and conditions set forth herein, the Property (as defined below).

### A G R E E M E N T

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, and the mutual covenants herein contained, Buyer and Seller hereby agree as follows:

**1. Property Description.** Seller shall sell and convey to Buyer, and Buyer shall purchase and acquire from Seller, upon and subject to the terms and conditions set forth in this Agreement, the following (collectively, the “*Property*”):

**1.1. Real Property.** The Land, together with any buildings, easements, appurtenances, rights, privileges, reversionary interests and improvements thereunto belonging or appurtenant to the Land (including, without limitation, all mineral, oil and gas and other subsurface rights, development rights, air rights and water rights); all right, title and interest of Seller in and to all alleys, strips or gores of land, if any, lying adjacent to the Land; all rights to utilities serving the Property; all right, title and interest of Seller in and to all rights-of-way, rights of ingress or egress or other interests in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining the Land.

**1.2. Items of Personal Property Included.** All personal property, if any, used by Seller in connection with the Property.

**1.3. Contracts.** All of Seller’s rights in service contracts or other contracts pertaining to the Land and improvements located thereon. All agreements in the nature of leases, subleases, rental contracts, occupancy agreements, licenses, permits, franchises, concessions and other agreements relating to the use or occupancy of the Property.

**1.4. Other.** All intangible property owned by Seller and used in connection with the Property, including any naming rights associated with the Property, any goodwill related thereto, the plans and specifications and other architectural and engineering drawings for the Improvements, if any (to the extent assignable without cost to Seller); bonds, warranties or guaranties, with respect to which the Seller shall provide all required notices and pay any assignment or transfer fee; and governmental permits, approvals and licenses, if any.

**2. Purchase Price.**

**2.1. As of Closing.** The purchase price to be paid by Buyer to Seller for the Property is equal to the total of Initial Amount and the Reimbursement Amount as provided herein (the “*Purchase Price*”). The initial payment to be paid at Closing shall be equal to Eight Hundred Fifty Thousand and No/100 Dollars (\$850,000.00) (the “*Initial Amount*”).

**2.2. Post-Closing.** Prior to the expiration of the Feasibility Period (defined below) Buyer and Seller shall mutually agree to the terms of a post-closing agreement (the “**Post-Closing Agreement**”) pursuant to which Buyer shall agree to reimburse Seller for up to Nine Hundred Thousand and No/100 (\$900,000.00) of expenses associated with the Seller’s acquisition of the Property. If the parties fail to agree to the Post-Closing Agreement prior to the expiration of the Feasibility Period, the Buyer shall be deemed to have terminated this Agreement in accordance with Section 7.3. The parties agree to work in good faith to agree to the terms of the Post-Closing Agreement as soon as possible following the Effective Date. The amount to be paid to Seller under the Post-Closing Agreement is referred to herein as the “**Reimbursement Amount**”.

**3. Payment of Purchase Price.** The Purchase Price shall be payable to Seller, as follows:

**3.1. Earnest Money Deposit.** Within three (3) business days following the Effective Date, Buyer shall open escrow with Stewart Title of Austin, LLC (“**Escrow Agent**”), by depositing with Escrow Agent a copy of this Agreement and One Hundred Thousand and No/100 Dollars (\$100,000.00) (the “**Earnest Money Deposit**”). One Hundred and No/100 Dollars (\$100.00) of the Earnest Money Deposit shall be deemed independent contract consideration for Seller’s entering into this Agreement and granting Buyer the right to inspect and evaluate the Property during the Feasibility Period. The Earnest Money Deposit shall be applied against the Purchase Price if Closing (defined below) occurs. The Earnest Money Deposit shall be held in an interest bearing account by Escrow Agent. Interest on the Earnest Money Deposit shall be for the benefit of whichever party is entitled to the Earnest Money Deposit at Closing or other termination of this Agreement.

**3.2. Cash to Close.** On the Closing Date (as defined below), Buyer shall deposit with Escrow Agent the balance of the Purchase Price (after deduction of the Earnest Money Deposit).

**4. Closing Date.** “**Closing**” shall occur when the deed to Buyer is recorded and the Purchase Price is delivered to the Escrow Agent for delivery to Seller. The Closing shall be held at the offices of the Escrow Agent within ninety (90) days after Buyer delivers the Notice of Intent to Close (the “**Closing Date**”).

**5. Title and Survey Matters.**

**5.1. Title Commitment.** Within ten (10) business days after the Effective Date, Buyer will obtain (a) a commitment for an owner’s extended title insurance policy issued by Fidelity National Title Insurance Company through the office of Stewart Title of Austin, LLC (the “**Title Company**”) describing the Property, showing all matters pertaining to the Property, listing Buyer as the prospective named insured and showing as the policy amount the total Purchase Price (the “**Title Commitment**”) and (b) legible copies of all exceptions referenced therein (the “**Title Documents**”).

**5.2. Title Review.** Within ten (10) days after receipt of the Title Commitment, the Title Documents and Survey (defined below), Buyer shall review the Title Commitment, Title Documents and the Survey, and notify Seller in writing of any exceptions to title to which Buyer objects. If Buyer fails to notify Seller of such objections within said ten (10) day period, Buyer shall be deemed to have waived any objection and accepted all exceptions. Subject to the terms of this Section 5.2, prior to the Closing Date, Seller shall use reasonable efforts to cause removal of all exceptions so objected to by Buyer. Seller shall notify Buyer within five (5) business days after Seller’s receipt of Buyer’s objections whether or not Seller will be able to cure Buyer’s objections. If Seller notifies Buyer that Seller will not be able to remove an exception (other than any monetary lien, which Seller shall be obligated to remove) or cure an objection, then, within five (5) business days after Buyer’s receipt of such notice from Seller, or prior to the Closing

Date, whichever is earlier, Buyer shall notify Seller either that Buyer (i) waives the objection to such exception and accepts such title as Seller is willing to convey, or (ii) terminates this Agreement, in which event Escrow Agent shall return the Earnest Money Deposit to Buyer and neither party shall have any further rights or obligations under this Agreement (except for the indemnity contained in **Section 7.1**).

If after the expiration of the Feasibility Period, Title Company discovers the need to amend or add any exception to the Title Commitment (whether as a result of receipt of the Updated Survey or otherwise), Title Company will notify Buyer and Seller immediately. Within five (5) business days after notice from Title Company, together with a copy of such intervening lien or matter, Buyer shall notify Seller in writing of any objections thereto, and Buyer’s rights hereunder to object and terminate shall be as set forth above in this **Section 5**. If Buyer fails to notify Seller of such objection within such five (5) business-day period, Buyer shall be deemed to have waived any objection and accepted all such exceptions. Prior to the Closing Date, Seller shall cause removal of all exceptions so objected to by Buyer. Any and all exceptions that Buyer does not timely object to in writing, or subsequently waives objection to, shall be referred to hereinafter as the “*Permitted Exceptions*.”

**5.3. Title Policy.** Buyer shall receive at Closing, an ALTA owner’s title insurance policy issued by the Title Company in the form promulgated in the state in which the Property is located (the “*Title Policy*”). The Title Policy shall be issued in the amount of the total Purchase Price and shall insure fee simple, indefeasible title to the Property in Buyer, subject only to the Permitted Exceptions. To the extent necessary, Seller will cooperate with Buyer for Buyer to obtain such endorsements to the Title Policy as Buyer may request.

**5.4. Updated Survey.** Promptly after the Effective Date, Buyer may, at Buyer’s sole election, obtain a current ALTA survey of the Property prepared by a licensed or registered surveyor (the “*Survey*”), and shall deliver a copy of the Survey to Seller and the Escrow Agent.

**6. Feasibility Period Defined.** As used herein, the term “*Feasibility Period*” means period commencing on the Effective Date and ending ninety (90) days thereafter; provided, that the parties may by mutual written agreement extend the Feasibility Period to one hundred twenty days (120).

**7. Conditions to Buyer’s Obligations.**

**7.1. Inspection.** Buyer and its employees and agents shall have the right and permission from the date of this Agreement through the Closing Date (or earlier termination of this Agreement) to enter upon the Property or any part thereof at all reasonable times and from time to time for the purpose, at Buyer’s cost and expense, of making all soil and other tests or studies under the provisions of this Agreement and to otherwise show the Property to prospective investors or tenants.

**7.1.1.** Buyer shall keep the Property free of any liens and shall restore the Property to substantially its original condition after conducting any Inspections, provided the foregoing shall not require Buyer to repair or remediate any pre-existing conditions that are discovered by Buyer. Further, Buyer shall cause those entering the Property on its behalf to maintain commercial general liability (occurrence) insurance in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) covering any accident arising in connection with the presence or activities of Buyer or the other authorized employees, agents and contractors on the Property, and upon written request of Seller, deliver to Seller a certificate of insurance verifying such coverage prior to entry upon the Property.

**7.1.2.** Buyer hereby agrees to indemnify, defend and hold Seller harmless from and against any and all claims, judgments, damages, losses, penalties, fines, demands, liabilities, encumbrances, liens, costs and expenses (including reasonable attorneys’ fees) actually suffered or incurred

by Seller and to the extent arising out of or resulting from damage or injury to persons or property caused by Buyer's or its authorized representatives' negligence or willful misconduct during their investigation of, entry onto and/or inspections of the Property (except those arising from a pre-existing condition on or about the Property or caused by the negligent or willful acts of Seller, its agents, invitees, employees, tenants or contractors and expressly excluding any consequential, special or punitive losses or damages or losses for diminution in value of the Property resulting solely from the findings of Buyer's review and investigations contemplated hereunder). Notwithstanding anything herein to the contrary, the foregoing indemnity shall not be applicable to the mere discovery of a pre-existing condition on the Property. The foregoing indemnity shall survive Closing or termination of this Agreement.

**7.2. Satisfaction of Conditions.** Buyer's obligation to purchase the Property shall be subject to and contingent upon the satisfaction or waiver by Buyer of the conditions set forth below, prior to the end of the Feasibility Period:

**7.2.1. Due Diligence Deliveries.** As of the Effective Date, Seller shall have made available for inspection by Buyer the following documents to the extent any of the same are in Seller's actual possession or control: (i) Copy of all leases, licenses and amendments thereto; (ii) Copy of the most recent and year-to-date operating and financial statements for the Property; (iii) Legal description of the Property; (iv) Copy of the existing title policy; (v) Any service or operating contracts; (vi) Any existing survey; (vii) Architectural and engineering drawings; (viii) Current real estate tax bills; (ix) A list of security deposits; (x) Copy of existing physical, environmental or other engineering reports; (xi) Copy of warranties and guarantees; (xii) Copies of all correspondence and other information relative to violations of law or insurance requirements; (xiii) Copy of certificates of occupancy or compliance or other permits in Seller's possession applicable to the Property; (xiv) Aerials, topographic information, soil reports, appraisals and property conditions assessments; (xv) Historical financial statements, capital expenditure history, description of capital needs/deferred maintenance and historical expense reimbursement reconciliations; (xvi) Tenant sales reports and tenant financial statements; and (xvii) A list of personal property. Upon further request by Buyer, Seller shall also promptly deliver to Buyer such further non-proprietary due diligence documentation reasonably requested by Buyer that is related to the condition of the Property and/or its operation and that is within Seller's possession and control.

**7.2.2. Contracts.** Buyer shall notify Seller prior to the expiration of the Feasibility Period whether it wishes and is able to assume as of Closing all of the contracts and agreements delivered to Buyer pursuant to **Section 7.2.1** that have terms extending beyond Closing.

**7.3. Buyer's Notice to Proceed.** Buyer shall determine during the Feasibility Period whether Buyer desires to move forward with the development of the Property and seek Approvals (defined below) If Buyer elects to move forward, Buyer shall send Seller a written notice of Buyer's intent to proceed ("***Notice to Proceed***") to the Approvals Period prior to the expiration of the Feasibility Period. Upon delivery of the Notice to Proceed by Buyer, the Earnest Money Deposit shall become non-refundable (except in the case of a Seller default or as otherwise set forth in this Agreement). If Buyer fails to deliver the Notice to Proceed to Seller on or before the expiration of the Feasibility Period, the Agreement will terminate, the Earnest Money (less the Independent Consideration) will be refunded to Buyer and neither Seller nor Buyer will have any further rights, duties or obligations under the Agreement.

**7.4. Approvals Period.**

**7.4.1.** If Buyer delivers the Notice to Proceed to Seller on or before the expiration of the Feasibility Period, Buyer shall have a period of ninety (90) days following the expiration of the Feasibility Period (the "***Approvals Period***") to pursue and obtain Approvals



(hereinafter defined), including without limitation a Rezoning Approval (hereinafter defined) from the City of Bastrop (the “*City*”). As defined herein, “*Approvals*” shall mean (i) zoning or rezoning of the Property to permit Buyer’s intended use of the Property, as evidenced by Buyer’s receipt of an ordinance or other documentation acceptable to Buyer and executed by the City evidencing that the Property is zoned to permit Buyer’s intended use of the Property (“*Rezoning Approval*”), (ii) platting or replatting of the Property in a manner acceptable to Buyer for its planned development, and (iii) any and all other development commitments, entitlements, permits and approvals as may be deemed necessary by Buyer in connection with its contemplated use and development of the Property and in a form acceptable to Buyer, which may include without limitation site development plan approval, utility commitments, and infrastructure agreements. Seller agrees to reasonably cooperate with Buyer, at no out-of-pocket cost or expense to Seller, as may be reasonably required in connection with obtaining Approvals, and Seller shall execute such documents as may be necessary in connection therewith. All costs, related to the preparation, submittal, and recording of any application or instrument by Buyer shall be borne by Buyer under the terms of the Professional Services Agreement entered into by the parties and Seller shall not be required to incur any cost or expense, in connection therewith.

**7.4.2.** On or before the expiration of the Approvals Period, Buyer may send Seller a written notice of its intent to close (the “*Notice of Intent to Close*”). If Buyer fails or elects not to deliver a Notice of Intent to Close to Seller on or before the expiration of the Approvals Period, the Agreement will terminate, Seller shall retain the Earnest Money Deposit, and neither Seller nor Buyer will have any further rights, duties or obligations under this Agreement.

**7.4.3.** Notwithstanding anything set forth herein to the contrary, Buyer shall have the right to pursue Approvals during the Feasibility Period.

**7.5. Conditions Precedent.** Buyer’s obligation to consummate this transaction is expressly conditioned upon the matters set forth in this **Section 7.5**. In the event that all of the conditions precedent are not satisfied or waived by Buyer in writing by Closing, in addition to any other remedy Buyer may have for the failure of such condition, Buyer may terminate this Agreement and receive a return of the Earnest Money Deposit free of any claims by Seller or any other party with respect thereto.

**7.5.1. Accuracy of Representations.** Each of the representations and warranties made by Seller in this Agreement will be true and correct in all material respects on the Closing Date as if made on and as of such date.

**7.5.2. Compliance with Covenants.** Seller shall have complied with all of Seller’s covenants and requirements in this Agreement to be performed by Seller.

**7.5.3. Title Policy.** The Title Company shall be willing to insure title to the Property pursuant to the Title Policy in the amount of the Purchase Price, subject only to the Permitted Exceptions.

**8. Development Agreement.** Prior to the expiration of the Feasibility Period, Buyer and Seller shall the parties shall mutually agree to the form of Development Agreement, which shall, among other things, set forth the terms of the planning, developing, and cost-sharing of any necessary easements, infrastructure improvements, use restrictions, and public dedications pertaining to the Property, which require the Seller’s cooperation or approval (the “*Development Agreement*”). If the parties fail to agree to

the Development Agreement prior to the expiration of the Feasibility Period, the Buyer shall be deemed to have terminated this Agreement in accordance with Section 7.3.

**9. Condition of Property.** Except as expressly set forth in this Agreement or in the documents executed at Closing, Buyer, upon Closing, accepts the Property and improvements thereon in “AS IS” condition, WITH ALL FAULTS, without any representation or warranty of any kind or nature whatsoever, express or implied, and Buyer acknowledges that no such representations or warranties have been made except as set forth in the express representations and warranties made in this Agreement.

**10. Seller’s Representations.** Seller hereby makes the following representations, which shall be remade by Seller as of Closing as a condition of Closing and shall survive Closing:

**10.1. Leases.** There are no leases or occupancy agreements that currently affect the Property

**10.2. Condemnation.** There is no pending condemnation or similar proceeding affecting the Property, nor, to Seller’s knowledge, is there any such proceeding contemplated by any governmental authority.

**10.3. Compliance with Law.** To Seller’s knowledge, the Property complies with all applicable zoning, use, environmental, flood control, planning, building, fire, health, traffic, disabled persons or other laws, ordinances, regulations, statutes and rules relating to the Property.

**10.4. No Other Rights.** Seller is the sole legal fee owner of the Property, and is not holding fee title as a nominee for any other person or entity. To Seller’s knowledge, no person or entity has any right of first refusal or option to acquire any interest in the Property or any part thereof, and Seller has not sold or contracted to sell the Property or any portion thereof or interest therein other than as set forth herein.

**10.5. Foreign Person.** Seller is not a foreign person and is a “United States Person” as such term is defined in Section 7701(a) (30) of the Internal Revenue Code of 1986, as amended (the “*Code*”) and shall deliver to Buyer prior to the Closing an affidavit evidencing such fact and such other documents as may be required under the Code.

**10.6. Covenants and Contracts.** To Seller’s knowledge, there are no covenants, conditions, restrictions, or contractual obligations of Seller that will adversely affect Buyer’s ownership of the Property after Closing or prevent Seller from performing its obligations under this Agreement, except as disclosed in the Title Commitment or as otherwise disclosed to Buyer in writing prior to the end of the Feasibility Period. To Seller’s knowledge, no leasing commission payments or tenant improvement allowances or other tenant inducements are due, or will be due, pursuant to any agreement affecting the Property that will survive Closing.

**10.7. Books, Records and Leases.** To Seller’s knowledge, all books, records, leases, agreements and other items delivered or made available to Buyer pursuant to Section 7.1 above are accurate and complete copies of the same in Seller’s possession or control.

**10.8. Litigation.** Except as described on Schedule 9.8, there are no actions, suits, proceedings, claims, investigations or inquiries pending in any court or before any governmental or administrative agency with respect to or affecting the Property or any part thereof. To Seller’s knowledge, there is no threatened litigation against or relating to the Property.

**10.9. Bankruptcy, Insolvency or Reorganization Proceedings.** Seller has not filed any assignments for the benefit of creditors, insolvency, bankruptcy or reorganization proceedings and no such proceedings have been filed against Seller.

**10.10. Hazardous Substances.** Seller has not received any written notice from any governmental agency having jurisdiction over the Property advising Seller that (i) the Property is in violation of any Environmental Laws (as defined below) or (ii) there are Hazardous Substances (as defined below) on, under or about the Property in a manner or quantity that presently violates any Environmental Law. No underground storage tanks have been removed from the Property by Seller, and no underground storage tanks have been placed on the Property by Seller. The term “*Hazardous Substance*” means any hazardous or toxic substance, material or waste, pollutants or contaminants, as defined, listed or regulated now or in the future by any federal, state or local law, ordinance, code, regulation, rule, order or decree regulating, relating to or imposing liability or standards of conduct concerning, any environmental conditions, health or industrial hygiene (collectively, “*Environmental Laws*”), including without limitation, (i) chlorinated solvents, (ii) petroleum products or by-products, (iii) asbestos, (iv) polychlorinated biphenyls, and (v) anything that would be a hazardous waste, material or substance, toxic substance or pollutant, as defined under the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et. seq.; Hazardous Materials Transportation Act, 49 U.S.C. 1801 et. seq.; Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq., the Clean Water Act, 42 U.S.C. 1251 et. seq., any applicable state or local environmental statute, and the regulations promulgated thereunder.

**10.11. Prohibited Persons and Transactions.** Neither Seller, nor to Sellers’ actual knowledge without inquiry, any of its respective partners, members, shareholders, owners, employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (“*OFAC*”) of the Department of the Treasury (including those named on the OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

**10.12. Authority.** Neither the execution, delivery, performance of or compliance with this Agreement and all other agreements contemplated hereby, nor the conveyance and sale of the Property to the Buyer pursuant to this Agreement, will (i) result in any breach or violation of, or be in conflict with, or constitute a default under, any mortgage, indenture, contract, agreement, lease, instrument, judgment, decree, order, award, statute, rule, regulation or restriction binding on the Seller or to which the Seller is a party, or (ii) result in the acceleration of any indebtedness or other obligation of, or create any mortgage, pledge, lien or encumbrance on any of the properties or assets of, Seller, and there is no such provision in any such document which materially adversely affects or would materially adversely affect the operation of the Property.

**10.13. Existence.** The Seller is qualified to transact business in the State of Texas. The Seller has and will have on the Closing Date the power and authority to sell the Property to Buyer and perform its obligations in accordance with the terms and conditions of this Agreement, and each person who executes this Agreement and all other instruments and documents in connection herewith, has or will have due power and authority to so act.

**11. Covenants of Seller.** Seller covenants and agrees as follows:

**11.1. Operation of Property.** From the Effective Date to the Closing Date (the “*Interim Period*”), Seller will continue to operate and maintain the Property in the manner of a prudent

owner similarly situated, in the ordinary course of its business and in compliance with all applicable laws. Seller shall maintain the condition of the Property in at least the condition existing on the Effective Date, ordinary wear and tear excepted and will not make any material physical alterations to the Property (other than necessary repairs) without Buyer's approval. Seller will maintain in effect all insurance currently in place.

**11.2. Encumbrances.** During the Interim Period, Seller shall not sell, transfer or otherwise dispose of the Property, or any portion thereof, nor enter into any leases, service contracts, trust deeds, mortgages, restrictions, encumbrances, liens, licenses or other instruments or agreements affecting the Property (or amendments thereto) without the prior written consent of the Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

**11.3. Copies of Material Notices.** During the Interim Period, Seller shall provide to Buyer promptly following Seller's receipt (i) any written notices of default or alleged default any party under any of the Contracts delivered or received by Seller, and (ii) any written notices of alleged violations of applicable law with respect to the Property received by Seller.

**11.4. Other Offers.** During the Interim Period, Seller will not solicit or make or accept any offers to sell the Property, engage in any discussions or negotiations with any third party with respect to the sale or other disposition of the Property, or enter into any contracts or agreements (whether binding or not) regarding any disposition of the Property.

**11.5. Further Assurances.** Seller agrees that, following the Closing, upon request by Buyer, Seller will execute, acknowledge, and deliver all such further deeds, assignments, transfers, conveyances and other documentation as may be reasonably required in order to more fully evidence the assignment, grant, transfer, and conveyance of the Property to be sold to Buyer pursuant to this Agreement, provided the same does not result in any increased liability to Seller or result in any material cost or expense to Seller. The terms and conditions set forth in this **Section 10.5** shall survive Closing.

## **12. Closing and Escrow.**

**12.1. Time and Place of Closing.** Provided that all the contingencies set forth in this Agreement have been previously fulfilled, the Closing shall take place at the place and time determined as set forth in **Section 4** of this Agreement.

**12.2. Documents to be Delivered by Seller.** Seller shall obtain and deliver to Buyer at Closing the following documents (all of which shall be duly executed and acknowledged where required):

**12.2.1. Deed.** A special warranty deed ("***Deed***") in the form and substance of **Exhibit B** as will convey to Buyer a good, marketable and indefeasible title in fee simple absolute to the Property using the legal description developed by the surveyor and approved by the Buyer, free and clear of all liens, encumbrances, conditions, easements, assignments, and restrictions, except for the Permitted Exceptions.

**12.2.2. Title Policy.** As soon as practicable after Closing, the Title Policy referred to in **Section 5** of this Agreement.

**12.2.3. Nonforeign Affidavit.** An affidavit by Seller confirming that Seller is not a foreign person within the meaning of 26 U.S.C Section 1445 and the regulations issued thereunder.

**12.2.4. Blanket Conveyance, Bill of Sale, and Assignment.** A blanket conveyance, bill of sale, and assignment in the form and substance of Exhibit C.

**12.2.5. Representations and Warranties Certificate.** An updated certificate in the form of Exhibit D executed by Seller remaking and reaffirming all representations and warranties made by Seller to Buyer in Section 10.

**12.2.6. Development Agreement.** The Development Agreement.

**12.2.7. Post-Closing Agreement.** The Post-Closing Agreement.

**12.2.8. Original Documents.** Originals (if any) within Seller's possession of all items enumerated in Section 7.2.1 of this Agreement.

Seller will also execute and deliver or obtain for delivery to the Escrow Agent any other instruments reasonably necessary to consummate this Agreement, including, by way of example, closing statements, releases, owner's affidavits, tenant notification letters, evidence of the authority of the party executing instruments on Seller's behalf and any instruments required by the Title Company under the Title Commitment.

**12.3. Delivery by Buyer.** Buyer shall deliver to Seller at Closing the Purchase Price (after credit for the Earnest Money Deposit and any other credits pursuant hereto), the Development Agreement and the Post-Closing Agreement.

**12.4. Payment of Costs.** At Closing, Seller and Buyer shall pay their own respective costs incurred with respect to the consummation of the purchase and sale of the Property including, without limitation, attorneys' fees. Notwithstanding the foregoing, Seller shall pay the real estate commission, if any, and one-half (1/2) of the escrow fee; the fee to record the Deed; and the premium for an owner's standard Title Policy. Buyer shall pay any additional premiums for title insurance endorsements or extended coverage; all costs of financing, including lender's title insurance premium, if any; the cost of the Updated Survey, if any, and one-half (1/2) of the escrow fee. All real property taxes and assessments and similar fees or charges, and other expenses and revenues of the Property shall be prorated as of the Closing Date. Seller shall receive no credit for delinquent (past due) rentals. All security deposits under the leases shall be transferred to Buyer at Closing. After Closing, Buyer and Seller shall reconcile the actual amount of revenues or liabilities upon receipt or payment thereof to the extent those items were prorated or credited at Closing based upon estimates. Any other costs shall be allocated between the parties in the customary manner for similar sales of real estate in the jurisdiction in which the Property is located.

**12.5. Prorations.** The items in this Section 12.5 shall be prorated between Seller and Buyer as follows:

**12.5.1. Taxes.** All real property taxes and assessments and similar fees or charges, and other expenses and revenues of the Property shall be prorated as of the Closing Date. If the amount of such taxes is not known at Closing, the proration of such real estate taxes and assessments will be based on the amount of such taxes and assessments for the previous real estate tax fiscal period. As soon as the actual amount of real estate taxes on the Property for the year of Closing is known, Seller and Buyer will, if necessary, readjust the amount of such taxes to be paid by each party with the result that Seller will pay for those taxes applicable to the Property up to but not including the Closing Date, and Buyer will pay for those taxes and assessments applicable to the Property on and after the Closing Date.

**12.5.2. Other Income and Expenses.** Except as otherwise expressly stated herein, all income and ordinary operating expenses for or pertaining to the Property, including, but not limited to, public utility charges, maintenance and service charges, will be prorated as of 11:59 p.m. on the day preceding the Closing Date.

**12.5.3. Adjustment.** To the extent that errors are discovered in, or additional information becomes available with respect to, the prorations and allocations made at Closing, Seller and Buyer agree to make such post-Closing adjustments as may be necessary to correct any inaccuracy; however, all prorations (except for prorations and allocations of ad valorem taxes and tenant reimbursables and for prorations as described in the following sentence or allocations that have been specifically identified as disputed and are then currently in dispute) will be final within one hundred eighty (180) days after Closing. In addition, within one hundred fifty (150) days after the close of the year(s) used in calculating the ad valorem taxes and tenant reimbursables (where such year(s) include(s) the Closing Date), Seller and Buyer shall, upon the request of either, re-prorate on a fair and equitable basis in order to adjust for the effect of any credits or payments due to or from tenants for periods prior to the Closing Date. All prorations shall be made based on the number of calendar days in such year or month, as the case may be.

**12.5.4. Survival.** The terms and conditions set forth in this **Section 12.5** shall survive Closing.

**12.6. Utility Deposits.** Seller shall be entitled to retain all utility deposits to the extent all payments to such utilities are current. Seller shall cooperate with Buyer with respect to the transfer of utilities.

**13. Possession.** Seller shall deliver possession of the Property to Buyer at Closing, free from all parties claiming rights to possession or having claims against the Property.

**14. Condemnation.** In the event of any commenced, to be commenced or consummated proceedings in eminent domain or condemnation (collectively, “**Condemnation**”) respecting the Property or any portion thereof, Buyer may elect, by written notice to Seller, to terminate this Agreement and the escrow created pursuant hereto and be relieved of its obligation to purchase the Property. If Buyer makes such election, the Earnest Money Deposit (including all interest earned thereon) and other sums delivered to Escrow Agent or Seller by Buyer promptly shall be returned to Buyer and neither Buyer nor Seller shall have any further liability to the other and shall be relieved of all obligations hereunder (except for the indemnity contained in **Section 7.1**). If Buyer fails to make such election prior to the Closing Date, this Agreement shall continue in effect, there shall be no reduction in the Purchase Price, and Seller shall, prior to the Closing Date, assign to Buyer Seller’s entire right, title and interest in and to any condemnation award or settlement made or to be made in connection with such Condemnation proceeding, in which case Buyer shall have the right at all times to participate in all negotiations and dealings with the condemning authority and approve or disapprove any proposed settlement in respect to such matter. Seller shall promptly notify Buyer in writing of any such Condemnation respecting the Property.

**15. Casualty.** If any fire, earthquake, windstorm or other casualty occurs and materially affects all or any portion of the Property on or after the date of this Agreement and prior to the Closing, Buyer may elect, by written notice to Seller, to terminate this Agreement and the escrow created pursuant hereto and be relieved of its obligation to purchase the Property. If Buyer makes such election, the Earnest Money Deposit (including all interest earned thereon) and other sums delivered to Escrow Agent or Seller by Buyer promptly shall be returned to Buyer and neither Buyer nor Seller shall have any further liability to the other and shall be relieved of all obligations hereunder (except for the indemnity contained in **Section 7.1**). If Buyer fails to make such election prior to the Closing Date, this Agreement shall continue in effect, the Purchase Price shall be reduced by the amount of loss or damage occasioned by such casualty

not covered by insurance (including any deductible), and Seller shall, at or prior to the Closing Date, assign to Buyer Seller's entire right, title and interest in and to all insurance claims and proceeds to which Seller may be entitled in connection with such casualty, in which case Buyer shall have the right at all times to participate in all negotiations and other dealings with the insurance carrier providing such coverage and to approve or disapprove any proposed settlement in respect to such matter. Seller shall promptly notify Buyer in writing of any such casualty respecting the Property. Seller shall retain all risk of loss until the recording of the Deed transferring title to the Property to Buyer.

**16. Notices.** Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any party (collectively, "*notices*") shall be in writing and shall be validly given or made to another party if delivered either personally, by facsimile or e-mail, or by Federal Express or other overnight delivery service of recognized standing, or by United States Mail, certified, registered, or express mail with postage prepaid. If such notice is delivered in person or by facsimile or e-mail, it shall be conclusively deemed given at the time of such delivery. If such notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given twenty-four (24) hours after the deposit thereof with such delivery service. If such notice is mailed as provided herein, such shall be deemed given forty-eight (48) hours after the deposit thereof in the United States Mail. Each such notice shall be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To Seller: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

with a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

To Buyer: Capstick Development Group, Ltd.  
c/o Capstick Development Group, LLC  
1404 Wilson Street  
Bastrop, Texas 78602  
Attn: Geoff Connor  
Office: \_\_\_\_\_  
Email: geoff@geoffconnor.com

with a copy to: Jackson Walker L.L.P.  
100 Congress Avenue, Suite 1100  
Austin, Texas 78701  
Attn: Brandon Janes; Brett Reamer  
Office: (512) 236-2096; (512) 236-2360  
Email: bjanes@jw.com; breamer@jw.com

Any party hereto may change its address for the purpose of receiving notices as herein provided by a written notice given in the manner aforesaid to the other party hereto.

**17. Finders' or Brokers' Fees.** Each of the parties represents and warrants that it has not dealt with any broker or finder to which a commission or other fee is due in connection with any of the transactions contemplated by this Agreement. Each of Seller and Buyer represent to the other that no other broker or other person is entitled to any commission, charge or finder's fee in connection with the transactions contemplated by this Agreement. The parties hereto each agree to indemnify, defend and hold harmless the other party against any loss, liability, damage, cost, claim or expense, including interest, penalties and reasonable attorneys' fees, that the other party shall incur or suffer by reason of a breach by the indemnifying party of the representation and warranty set forth above.

**18. Event of Default.** In the event of a default under this Agreement by Seller (including a breach of any representation, warranty or covenant set forth herein), Buyer shall be entitled to terminate this Agreement and obtain the return of the Earnest Money Deposit or seek specific performance of Seller's obligations hereunder as its sole and exclusive remedy. In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then Seller may, as its sole and exclusive remedy, retain the Earnest Money Deposit as liquidated damages and not as a forfeiture or penalty. Both Buyer and Seller hereby acknowledge that Seller's actual damages resulting from such failure will be difficult to ascertain and measure, and that such liquidated damages will represent a fair and reasonable estimate of such damages that will be sustained by Seller. The foregoing provisions shall not limit the rights and remedies available to the parties for breach as of the portions of this Agreement that survive Closing. Notwithstanding the foregoing, should specific performance be unavailable due to the intentional act or omission of Seller, then Buyer shall be entitled to all remedies permitted by law. The foregoing provisions shall survive the termination of this Agreement.

**19. Miscellaneous.**

**19.1. Applicable Law.** This Agreement shall in all respects be governed by the laws of the State of Texas.

**19.2. Further Assurances.** Each of the parties shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder, to carry out the intent of the parties hereto.

**19.3. Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by all of the parties hereto.

**19.4. Successors and Assigns.** Buyer may not assign this Agreement without Seller's written consent, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Buyer shall have the right to assign this Agreement without the consent of Seller to any affiliate of Buyer. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

**19.5. Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understandings or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force or effect.

**19.6. Attorneys' Fees.** Should either party bring suit to enforce this Agreement, the prevailing party in such lawsuit shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.



**19.7. Headings.** The captions and paragraph headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the interpretation or construction of any term or provision hereof.

**19.8. Section 1031 Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party agrees to cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the like-kind exchange are paid or reimbursed to the cooperating party at or prior to Closing.

**19.9. Time.** Time is of the essence in the execution and performance of this Agreement.

**19.10. Confidentiality.** Neither Seller nor Buyer shall divulge or communicate any of the particular terms of this Agreement or the existence of this Agreement or any matters related to this transaction to any third party without the written consent of the other party; provided, however, such restriction shall not apply (a) to Seller's and Buyer's directors, officers, partners, employees, legal counsel, accountants, engineers, architects, financial advisors, lenders (and their legal counsel and consultants), financial sources and similar professionals or consultants to the extent that Seller or Buyer, as applicable, deems it necessary or appropriate in connection with the transaction contemplated hereunder (and Seller or Buyer, as applicable, shall inform each of the foregoing parties of its obligations under this **Section 19.10**), (b) to the extent otherwise required by law or regulation, (c) to information that is or becomes generally available to the public other than as a result of disclosure by one of the parties hereto or (d) to the extent necessary to obtain any approvals or permits required in order to consummate the transactions contemplated hereunder. Prior to the Closing Date: (i) no press releases shall be issued or made by either Seller or Buyer with respect to the transactions contemplated by this Agreement and (b) Buyer and Seller shall confer and agree on any press release to be issued jointly by Buyer and Seller disclosing the transaction and the appropriate time for making such release. At no time, whether prior to or following the Closing Date, shall either Buyer or Seller issue any press releases (or other public statements) with respect to the transactions contemplated in this Agreement which disclose the Purchase Price or contain any mention of the other party to this Agreement without the approval of such other party, which approval may be withheld in such other party's sole and absolute discretion. The terms and conditions of this **Section 19.10** shall survive Closing.

**19.11. Exhibits.** The following exhibits are attached hereto and incorporated herein:

- Exhibit A – Legal Description
- Exhibit B – Form of Warranty Deed
- Exhibit C – Blanket Conveyance, Bill of Sale and Assignment
- Exhibit D – Update Certificate

**19.12. Counterparts.** This Agreement may be signed in counterparts which taken together shall constitute the complete agreement. This Agreement may be executed by facsimile or e-mail signatures which shall be binding on the parties hereto. This Agreement may be executed through an "electronic signature". Any execution of this Agreement by any party by an electronic signature shall be valid, effective and binding upon the party executing, shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. For purposes hereof, "electronic signature" means, without limitation, (i) a manually signed original signature that is then transmitted via the internet as a "pdf" (portable document format) or other replicating image attached to an e-mail message, (ii) an electronic signature produced or provided through an online digital signature service, such as a "DocuSign" or "Adobe Sign", or (iii) any other legally recognized form of electronic signature. The parties expressly

consent to execution of this Agreement through the electronic signature service known as DocuSign or Adobe Sign.

**SELLER:**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_,  
its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BUYER:**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_,  
its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**Legal Description of Property**



EXECUTED effective as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

GRANTOR:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a  
\_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission expires: \_\_\_\_\_





- (vi) any other personal property owned by Assignor and used in connection with the ownership or operation of the Property.

TO HAVE AND TO HOLD the Assigned Properties unto Assignee and Assignee's successors, legal representatives and assigns, forever, and Assignor does hereby bind Assignor and Assignor's successors, legal representatives and assigns, to WARRANT and FOREVER DEFEND, all and singular, title to the Assigned Properties unto Assignee and Assignee's successors, legal representatives and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This Blanket Conveyance, Bill of Sale and Assignment and the provisions herein contained will be binding upon and inure to the benefit of the Assignee and the Assignor and their respective successors and assigns.

EXECUTED the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ASSIGNOR:**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**EXHIBIT D****Update Certificate****SELLER'S CERTIFICATION OF  
REPRESENTATIONS AND WARRANTIES**

THIS SELLER'S CERTIFICATION OF REPRESENTATION AND WARRANTIES (this "*Certificate*") is made as of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, a \_\_\_\_\_ ("*Seller*").

**RECITALS**

A. Pursuant to the terms of that certain Real Estate Purchase and Sale Agreement dated as of \_\_\_\_\_, 20\_\_\_\_ (the "*Agreement*"), Seller agreed to sell to \_\_\_\_\_ ("*Buyer*"), *inter alia*, that certain real property located at \_\_\_\_\_ (the "*Property*"), all as more particularly described in the Agreement. Initially capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement; and

B. Pursuant to that certain Assignment of Real Estate Purchase and Sale Agreement dated \_\_\_\_\_, 20\_\_\_\_, Buyer has assigned all of its right, title and interest in and to the Agreement to \_\_\_\_\_ ("*Buyer*").

C. The Agreement requires, *inter alia*, that, as a condition precedent to Buyer's obligations under the Agreement, Seller shall execute and deliver this Certificate at Closing.

**CERTIFICATION**

NOW, THEREFORE, in consideration of the foregoing recitals, the purchase and sale of the Property and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby certifies as follows:

1. The foregoing recitals are true and incorporated into this Certificate the same as though restated herein in full.

2. Seller hereby re-states, acknowledges and confirms the continuing validity as of the date hereof and the enforceability and reasonableness of and right of Buyer to rely upon each and all of Seller's representations and warranties as contained in **Section 10** of the Agreement, none of which has been modified, amended, qualified, limited, restricted, withdrawn, revoked, canceled, or in any other way made ineffective or inapplicable.

**[SIGNATURE ON FOLLOWING PAGE]**

EXECUTED AND DELIVERED as of the date first stated above.

**SELLER:**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_,  
its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS /  
 /  
COUNTY OF BASTROP /  
 /  
CITY OF BASTROP /

**NONDISCLOSURE AGREEMENT**

This Nondisclosure Agreement (“Agreement”) is entered into between the **City of Bastrop, Texas (City)** and **Capstick Development Group, Ltd (Capstick)**, the parties. The parties agree as follows:

- 1. **Purpose.** The parties have expressed an interest in the possible conveyance of certain real property commonly referred to as Pine Forest Unit 6, located in Bastrop County, Texas. The parties have also stated a willingness to to engage in negotiations regarding the development of the real property, including annexation and the rules and regulations that would apply to platting, building construction, infrastructure, and utilities. In the course of discussing certain matters related to exploring this potential real estate acquisition and regulatory opportunity between the parties (the “Purpose”), the parties anticipate sharing with each other sensitive data vital to each party performing its due diligence. The purpose of this Agreement is to prevent the unintended or unauthorized public disclosure of that sensitive data because inadvertent release of the material could have the effect of thwarting the desired transaction.
- 2. **Confidential Information.** Data related to a party’s ability or willingness to engage in a transaction involving real property that has been identified as confidential, privileged, internal, or would be understood to be confidential by a reasonable person under the circumstances (“Confidential Information”). Confidential Data can include proprietary data, internal business operations data, real estate data, financial data, contracts, etc. A party granting access to its Confidential Information is the the “Disclosing Party” and the party being provided access to that data is the “Recipient”.
- 3. **Limitation.** The parties acknowledge the execution of this Agreement only applies to the Purpose and does not constitute a commitment, agreement, partnership, joint venture or contract for any other matter.
- 4. **Use.** The Recipient may use Confidential Information only for the Purpose and not for any other reason.
- 5. **Protection.** The Recipient agrees to protect and preserve the confidentiality of the Confidential Information in the same manner it protects the confidentiality of its own similar confidential information, but in no event using less than a reasonable standard of care. The Recipient will restrict access to the Confidential Information to its personnel (and personnel of its affiliates) engaged in a use permitted by this Agreement, provided that such personnel are bound by obligations of confidentiality substantially similar to the terms

of this Agreement. The Recipient will not remove or obliterate markings (if any) on Confidential Information indicating its proprietary or confidential nature.

- 6. Ownership.** Confidential Information disclosed under this Agreement will remain the property of the Disclosing Party. The Disclosing Party does not grant any express or implied license or right to use its Confidential Information beyond the Purpose stated in this Agreement.
- 7. Archival.** The Recipient may retain, subject to the terms of this Agreement, a copy of the Confidential Information as required for compliance with its internal recordkeeping requirements. The Recipient may retain copies of Confidential Information located on electronic back-up devices in accordance with the Recipient's normal procedures for backing-up data and such back-up devices are not accessible to employees or officers of the Recipient other than those employees and officers whose duties relate to information technology support for the Recipient.
- 8. Exceptions.** Nothing in this Agreement prohibits or limits Recipient's use of any material:

  - (a) previously known to the Recipient, before it was received from the Disclosing Party without an obligation not to disclose such information,
  - (b) independently developed by the Recipient without use of the Confidential Information,
  - (c) acquired by the Recipient from a third party which was not, to the Recipient's knowledge, under an obligation to the Disclosing Party not to disclose such information, or
  - (d) which is or becomes publicly available through no breach of this Agreement by the Recipient.
- 9. Compelled Disclosure.** If Recipient receives a subpoena, a request for information under the Texas Public Information Act, or any validly issued administrative or judicial process requesting Confidential Information, the Recipient will promptly notify the Disclosing Party. Unless the demand is timely limited, quashed, or extended, the Recipient will then be entitled to comply with such demand to the extent required by law. If requested by the Disclosing Party (or its representative), the Recipient will reasonably cooperate (at the expense of the Disclosing Party) in responding to such a demand.
- 10. Other Rights.** Nothing in this Agreement will prohibit or restrict either party's right to develop, use, or market products or services similar to or competitive with those of the other party disclosed in any Confidential Information as long as it does not breach this Agreement. Each party acknowledges that the other party may already have products or services similar to or competitive with those disclosed in the Disclosing Party's Confidential Information.
- 11. Publicity.** Neither party may use the name, trade name, trademark, logo, acronym, or other designation of the other party externally in connection with any press release, advertising, publicity materials or otherwise without the prior written consent of the other party. The

parties may agree on public statements, press releases, or comments to the media regarding the Purpose of this Agreement.

- 12. Dispute Resolution.** The parties agree that any disputes under either state or federal law, in any way related to this Agreement will be submitted first to nonbinding mediation. Should mediation fail, the parties may thereafter avail themselves of any and all remedies provided under the laws of the State of Texas.
- 13. Entire Agreement.** This Agreement sets forth the entire understanding between the parties with respect to its subject matter, and supersedes all prior agreements, conditions, warranties, representations, arrangements, and communications, whether oral or written, and whether by either party, any of their affiliates, or any of their employees, officers, directors, agents, or shareholders. This Agreement may be executed by facsimile and in any number of counterparts, each of which will be considered an original for all purposes, and all of which when taken together will constitute one agreement binding on the parties, notwithstanding that both parties are not signatories to the original or the same counterpart.
- 14. Assignment & Waiver.** Neither party may assign its rights or delegate its duties or obligations under this Agreement without prior written consent of the other party. A waiver of any provision of this Agreement is not effective unless it is in writing and signed by the party against which the waiver is sought to be enforced. The delay or failure by either party to exercise or enforce any of its rights under this Agreement will not constitute or be deemed a waiver of that party's right to thereafter enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right.
- 15. Modification.** This Agreement can only be modified by the mutual written agreement of the parties. If a court of competent jurisdiction or arbitral panel finds any term or provision of this Agreement to be invalid, illegal, or otherwise unenforceable, such term or provision will be deemed modified to the extent necessary in the court's or panel's option to render such term or provision enforceable, while preserving to the fullest extent permissible, the intent and agreements of the parties as provided in this Agreement. If such term or provision is unable to be modified, the invalidity of that term or provision, in whole or part, of this Agreement will not affect the remainder of that provision or this Agreement. Nothing in this Agreement is intended to confer on any third party any benefit or any right to enforce any term of this Agreement.
- 16. Term.** This Agreement shall remain in effect while all negotiations and the performance of due diligence remains ongoing. This Agreement shall automatically expire on February 1, 2024, if not mutually terminated or renewed earlier by the parties. Recipient's obligations with respect to any Confidential Information will survive for a period of one (1) year after any expiration or termination of this Agreement.
- 17. Governing Law & Venue.** This Agreement will be governed by and construed in accordance with the laws of the *State of Texas*, without giving effect to conflict of law rules. Venue for any action arising out of this Agreement will lie in a court of competent

jurisdiction in *Bastrop County, Texas*.

**18. Effective Date.** This Agreement shall be effective on the date of the last signature below (“Effective Date”)

**CITY OF BASTROP:**

**CAPSTICK DEVELOPMENT GP, LLC:**

by: \_\_\_\_\_

by: \_\_\_\_\_

Name: Sylvia Carrillo

Name: Geoffrey S. Connor

Title: City Manager

Title: Manager

date: \_\_\_\_\_

date: \_\_\_\_\_

address:  
1311 Chestnut Street  
Bastrop, TX 78602  
Phone: (512) 332-8800

address:  
1404 Wilson Street  
Bastrop, Texas 78602  
Phone: (512) 426-9320

**PROFESSIONAL SERVICES FEES AGREEMENT**  
**Pine Forest Unit 6**

This Professional Services Fees 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 Capstick Development Group, Ltd., a Texas limited partnership (the "Developer").

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

**WHEREAS**, the Developer desires that the City enter into negotiations related to the consideration of a purchase and sale agreement (the "Purchase and Sale Agreement") for the conveyance from the City to the Developer of the property known as Pine Forest Unit 6 Phase II, which is comprised of the Bid in Trust Lots more particularly depicted in EXHIBIT "A" attached hereto (the "Property"); and

**WHEREAS**, the Developer desires that the City enter into negotiations for the provision of the public improvements necessary to provide water, wastewater, drainage and development amenities for 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**, in negotiating the Purchase and Sale Agreement or the Development Agreement, the City and the Developer may also negotiate other agreements, such as agreements related to the annexation of the Property, public improvement plans, or water and wastewater services (collectively, the "Related Agreements"); 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 Purchase and Sale Agreement, Development Agreement, and Related Agreements, including but not limited to the following: appraisal, legal publications, notices, public hearing expenses, planners, engineers, attorneys, 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 twenty thousand dollars (\$20,000.00) upon the effective date of this Agreement, for the Professional Services and the related Purchase and Sale Agreement, Development Agreement, and Related Agreements 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 ten (10) days before the invoices 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: (1) make one or more additional payment(s) of five thousand dollars (\$5,000.00) 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 (2) 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 thirty (30) days prior to the date of termination. Unless earlier terminated by Developer or the City, this Agreement shall automatically terminate when the City executed has an approved Development Agreement for the Project.

(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 within thirty (30) days of termination.

**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. This Agreement may not be amended, changed, or modified except by a written amendment signed by both Parties.

**6. No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the parties hereto, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**7. 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: Bojorquez Law Firm, PC  
Attn: Alan Bojorquez  
11675 Jollyville Rd., Ste 300  
Austin, TX 78759  
Alan@TexasMunicipalLawyers.com

To the Developer: Capstick Development Group, Ltd.  
c/o Capstick Development Group, LLC  
Attn: Geoff Connor  
1404 Wilson Street  
Bastrop, TX 78602  
geoff@geoffconnor.com

With a copy to: Jackson Walker L.L.P.  
Attn: Brandon Janes; Brett Reamer  
100 Congress Avenue, Ste. 1100  
Austin, TX 78701  
bjanes@jw.com; breamer@jw.com

*[Signature page follows.]*

**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: Sylvia Carrillo

title: City Manager

date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Ann Franklin, City Secretary

**DEVELOPER:**

**CAPSTICK DEVELOPMENT GROUP,**  
**LTD.,** a Texas limited partnership

by: \_\_\_\_\_

name: Geoffrey S. Connor

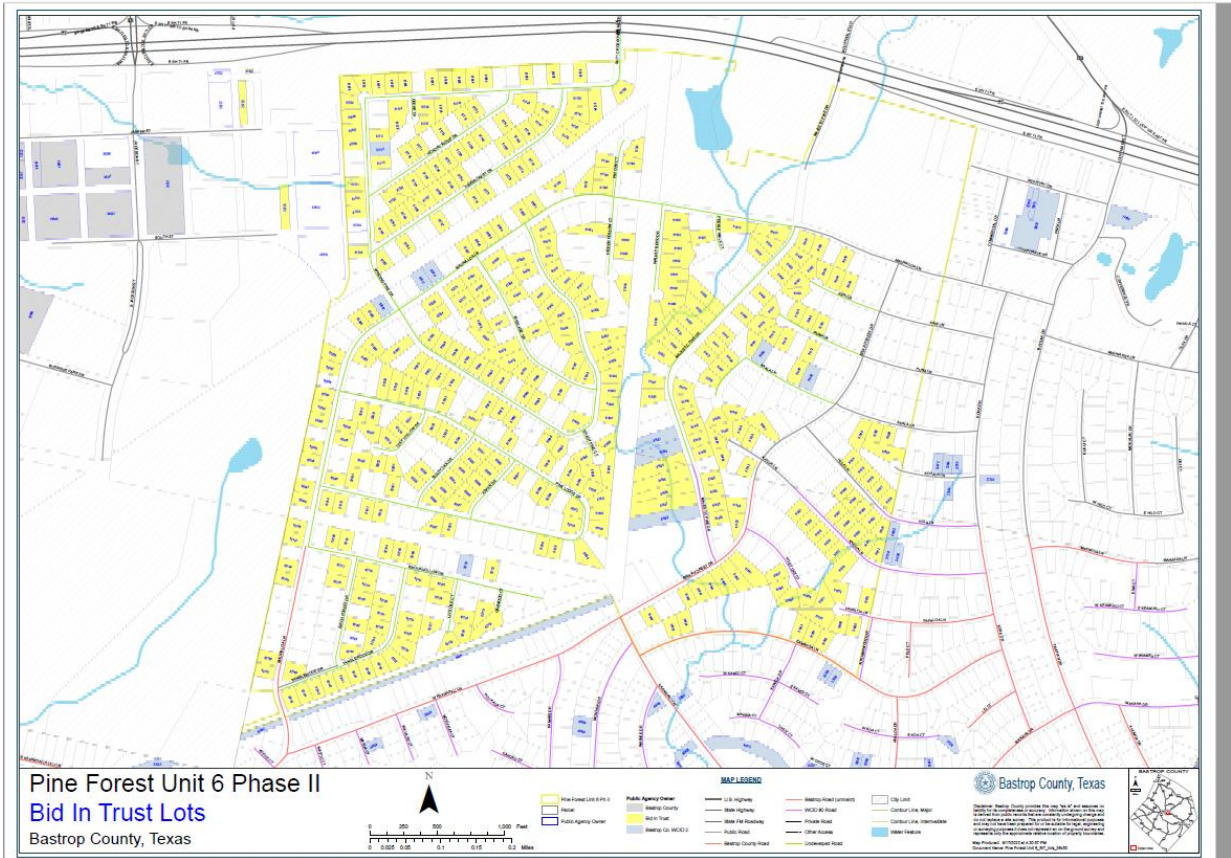
title: Manager

date: \_\_\_\_\_

**ATTEST:**

by: \_\_\_\_\_

# EXHIBIT "A" PROPERTY





# STAFF REPORT

**MEETING DATE:** July 25, 2023

**TITLE:**

Consider action to approve Resolution No. R-2023-111 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Culzean Enterprises, LLC for River Terrace Subdivision as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**AGENDA ITEM SUBMITTED BY:**

Trey Job, Assistant City Manager

**BACKGROUND/HISTORY:**

The Public Improvement Plan Agreement was developed as part of the City of Bastrop's Development Manual. This standardized agreement is a tool that can be used by staff. It allows a developer to final plat lots within the approved section of the subdivision prior to the completion of all public improvements.

The cost estimates and scope of work included in the attached agreement has been reviewed by the necessary city staff. The Public Improvement Plans and final drainage plan has been approved by the City Engineer.

**POLICY EXPLANATION:**

Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or policy regulations that are for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Trey Job, Assistant City Manager of Development Services recommends approval of Resolution No. R-2023-111.

**ATTACHMENTS:**

- Resolution No. R-2023-111
- River Terrace, Public Improvement Plan Agreement

**RESOLUTION NO. R-2023-111**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A PUBLIC IMPROVEMENT PLAN AGREEMENT WITH CULZEAN ENTERPRISES, LLC FOR RIVER TERRACE SUBDIVISION AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, Culzean Enterprises, LLC, hereinafter referred to as, "Developer", is the developer of the following described property and desires to make certain improvements to River Terrace Subdivision, a development in the City of Bastrop, Texas; and

**WHEREAS**, the said Developer has requested the City of Bastrop, a Home Rule Municipality of Bastrop County, Texas, hereinafter referred to as, "City", to provide approvals and cooperative arrangements in connection with said improvements:

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

Section 1: That the City Manager will execute the Public Improvement Plan Agreement attached as Exhibit A.

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

Section 3: That this Resolution shall take effect immediately upon its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 25<sup>th</sup> day of July 2023.

**APPROVED:**

\_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



**CITY OF BASTROP, TEXAS**  
**Public Improvement Plan Agreement**

***River Terrace Subdivision***

The State of Texas

County of Bastrop

WHEREAS, Culzean Enterprises, LLC, hereinafter referred to as, "Developer", is the developer of the following described property and desires to make certain improvements to the following lots and blocks in River Terrace a development in the City of Bastrop, Texas: being Lot 1 thru Lot 64, Block A thru Block F; and

WHEREAS, the said Developer has requested the City of Bastrop, a Home Rule Municipality of Bastrop County, Texas, hereinafter referred to as, "City", to provide approvals and cooperative arrangements in connection with said improvements:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That said Developer, acting herein by and through Culzean Enterprises, LLC, its duly authorized officer, and the City, acting herein by and through Sylvia Carrillo, its City Manager, for and in consideration of the covenants and agreements herein performed and to be performed, do hereby covenant and agree as follows regarding assurance of construction of sanitary sewer facilities by the City of Bastrop, streets by the City of Bastrop, public drainage by the City of Bastrop, street lights and street signs by the City of Bastrop, and park/trail improvements by the City of Bastrop; summary of applicable infrastructure (development) amounts; assurance payments to the City; payment of inspection fees; and miscellaneous provisions relating to the acceptable completion of said construction according to the plans for River Terrace Subdivision approved by the City on July \_\_\_\_, 2023.

**1.00 Assurance of Infrastructure Construction**

**1.10 Employment of Contractors**

In accordance with this agreement, the Developer agrees to employ a general contractor or contractors in accordance with the conditions set forth in Section 4.00 for work for which the Developer is providing as stated herein and indicated in the Summary of Infrastructure (Development) Assurance Amounts, Section 2.30 on page 4 of this agreement.

**1.11 Public Infrastructure Construction and Acceptance Process**

- a) The Developer and the City/County agree that a pre-construction meeting will not be held and notice to proceed issued until the payment of the Public Improvement Inspection fees are paid to the City/County and a copy of the approved plan set provided to the City Construction Manager. The Public Improvement Inspection fees will be three- and one-half percent (3.5%) of the total infrastructure costs (water, wastewater, streets, sidewalks, and drainage) Attachment 1 (Engineers Estimate of Probable Costs), per the Master Fee Schedule adopted with Ordinance Number 2022-22.
  
- b) Upon completion of the Infrastructure, the developer must furnish the City with the following prior to acceptance and release of fiscal guarantee (if provided):
  - 1. As-Built/Record Drawings of Public Improvement Plans in pdf format and in CAD/GIS format;
  
  - 2. The Developer agrees to require the contractor(s) to furnish the City and County with a two (2) year maintenance bond in the name of the City, subject to City approval, for twenty five percent (25%) of the contract

price of the public streets, sidewalk, and drainage improvements. The maintenance bond(s) shall be submitted and approved prior to the final acceptance of the improvements;

3. Letter of Concurrence from the Design Engineer;
4. Close out documents required by the Engineering Department

(Attachment 2).

c) Once these items are provided, the City will provide a Letter of Acceptance from the City Engineer.

d) In order to record the Final Plat, the developer must complete one of the following:

1. Have received a Letter of Acceptance from the City Engineer; or
2. Provide fiscal guarantee for 125% of the outstanding Infrastructure (Development) Improvement Costs, with Engineer's Opinion of Probable Costs. This guarantee will not be released until acceptance of the Infrastructure by the City Engineer.

1.12 Payment of Miscellaneous Construction Costs

It is further agreed and understood that additional costs may be required of the Developer to cover such additional work, materials and/or other costs as may be made necessary by conditions encountered during construction and within the scope of this project.

1.13 Compliance with Tree Preservation Ordinance

The Developer is responsible to fully comply with the City’s Tree Preservation Ordinance and Construction Standards during all phases of construction. The Developer submitted a tree protection plan and protected tree survey showing the protected trees on site and the measures of tree protection to be employed prior to any site work on the project with Public Improvement Plans approved on July \_\_\_\_\_, 2023.

**2.00 Infrastructure (Development) Improvement Costs**

All infrastructure River Terrace Subdivision improvement costs are the full responsibility of the Developer unless otherwise noted, or unless otherwise funded with a public improvement district revenue, tax increment reinvestments zone revenue, or a Chapter 380 grant, pursuant to a separate agreement. The following improvement costs have been developed using the Developer's plans and specifications and recommendations by the City in accordance with the construction guidelines set forth by the City:

2.10 Water Improvements

The distribution of costs between the City and the Developer for all domestic and fire water facilities are as follows:

|                         | <b>Full Project Cost</b> | <b>Developer Amount</b> | <b>City Participation</b> |
|-------------------------|--------------------------|-------------------------|---------------------------|
| Water Facilities        | \$112,037.31             | \$112,037.31            | \$0.00                    |
| Total Construction Cost | \$112,037.31             | \$112,037.31            | \$0.00                    |

2.10 Sanitary Sewer Improvements

The distribution of costs between the City and the Developer for all sanitary sewer are as follows:

|                                | <b>Full Project Cost</b> | <b>Developer Amount</b> | <b>City Participation</b> |
|--------------------------------|--------------------------|-------------------------|---------------------------|
| Sanitary Sewer Facilities      | \$643,277.51             | \$643,277.51            | \$0.00                    |
| <b>Total Construction Cost</b> | <b>\$643,277.51</b>      | <b>\$643,277.51</b>     | <b>\$0.00</b>             |

2.20 Drainage Improvements

The distribution of costs between the City and the Developer for drainage improvements are as follows:

|                           | <b>Full Project Cost</b> | <b>Developer Amount</b> | <b>City Participation</b> |
|---------------------------|--------------------------|-------------------------|---------------------------|
| Storm Drainage Facilities | \$175,019.72             | \$175,019.72            | \$0.00                    |

2.30 Street Improvements

The distribution of costs between the City and the Developer for all street improvements are as follows:

|                                | <b>Full Project Cost</b> | <b>Developer Amount</b> | <b>City Participation</b> |
|--------------------------------|--------------------------|-------------------------|---------------------------|
| Streets & Sidewalks            | \$463,230.72             | \$463,230.72            | \$0.00                    |
| Erosion Control Items          | \$100,428.00             | \$100,428.00            | \$0.00                    |
| <b>Total Construction Cost</b> | <b>\$563,658.72</b>      | <b>\$563,658.72</b>     | <b>\$0.00</b>             |

2.40 Summary of Infrastructure (Development) Costs Amounts

|   | <b>Final Assurance Amount</b> |
|---|-------------------------------|
| Water Facilities                                  | \$112,037.31                  |
| Sewer Facilities                                  | \$643,277.51                  |
| Storm Drainage Facilities                         | \$175,019.72                  |
| Streets, Sidewalks & Erosion Control Improvements | \$563,658.72                  |

Public Improvement Plan Agreement – River Terrace Subdivision

Item 10G.

Total Infrastructure Development Cost Amounts \$1,493,993.25

INSPECTION FEES TO BE PAID PRIOR TO PRE-CONSTRUCTION MEETING:

Percentage Final of Construction Improvement

|   |      | Construction Cost Amount | Inspection Fee     |
|---|------|--------------------------|--------------------|
| Streets, Sidewalks & Erosion Control Improvements | 3.5% | \$563,658.72             | \$19,728.06        |
| Water   | 3.5% | \$112,037.31             | \$3,921.31         |
| Wastewater  | 3.5% | \$643,227.51             | \$22,514.71        |
| Drainage  | 3.5% | \$175,019.72             | \$6,125.69         |
| <b>Payment to the City</b>                        |      |                          | <b>\$52,289.77</b> |

The final construction amount is **1,493,993.25**, and the Public Improvement Inspection fee amount is **52,289.77**, or \$2500, whichever is higher.

RECOMMENDED:

\_\_\_\_\_  
Tony Buonodono, P. E. Date  
City Engineer

**3.00 Miscellaneous Improvements**

**3.10 Drainage Operation and Maintenance Plan**

The Developer will provide the City with a Drainage Operation and Maintenance Plan (plan) in accordance with the Stormwater Drainage Manual. The plan shall provide detailed information regarding the obligation of responsible parties for any drainage system, stormwater system, or other improvement which will not be dedicated to the City as part of this agreement. Proof of payment to the surety and that all other obligations of the developer or contractor have been met in order for the bonds to be binding upon the surety.

**3.10 Sidewalks**

The Developer shall be responsible for installing sidewalks along rights-of-way on open space lots and other lots that will not contain single family residential units within River Terrace as shown on the approved Public Improvement Plans. All sidewalks shall be in compliance with the City’s and County’s Master Transportation Plan and conform to the City of Bastrop Standard Construction Details.

**3.20 Screening Wall, Landscaping, and Irrigation**

The Developer shall be responsible for installing screening walls, retaining walls, landscaping, and irrigation in accordance with the approved Public Improvement Plans approved on July \_\_\_\_, 2023.

**3.30 Street Lights [(Bluebonnet Electric Cooperation OR Bastrop Power & Light)]**

The Developer is responsible for the initial installation and maintenance of all street lights. The MUD or HOA will be responsible or obligated to maintain and/or replace any





Fee for Service as set forth in the City of Bastrop Impact Fee Ordinance that is in effect as of the this agreement.

Impact Fees to be paid are as follows:

|                          | <b>Number Lots</b> | <b>Fee per Lot</b> | <b>Final Assessment Amount</b> |
|--------------------------|--------------------|--------------------|--------------------------------|
| Water Impact Fee         | 60                 | \$8,182.00         | \$490,920.00                   |
| Wastewater Impact Fee    | 60                 | \$5,089.00         | \$305,340.00                   |
| <b>Total Impact Fees</b> |                    |                    | <b>\$796,260.00</b>            |

**4.00 Miscellaneous Provisions**

4.10 Bonds

The developer will provide the City with proof of payment to the surety and that all other obligations of the developer or contractor have been met in order for the bonds to be binding upon the surety.

4.20 Public Liability

The Developer shall further require the contractor(s) to secure Public Liability Insurance. The amount of Insurance required shall include Public Liability, Bodily Injury and Property Damage of not less than \$100,000 one person, \$300,000 one accident and \$100,000 property damage. The minimum requirements for automobile and truck public liability, bodily injury and property damage shall also include not less than \$100,000 one person, \$300,000 one accident, and \$100,000 property damage.

The Contractor shall provide Worker's Compensation Insurance in accordance with the most recent Texas Workers' Compensation Commission's rules.

4.30 General Indemnity Provisions

The Developer shall waive all claims, fully release, indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by injury to property or person occasioned by error, omission, intentional or negligent act of Developer, its officers, agents, consultants, employees, invitees, or other person, arising out of or in connection with the Agreement, or on or about the property, and Developer will, at its own cost and expense, defend and protect the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all such claims and demands. Also, Developer agrees to and shall indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from and against any and all claims, losses, damages, causes of action, suit and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for any damage to any property arising out of or in connection with this Agreement or any and all activity or use pursuant to the Agreement, or on or about the property. This indemnity shall apply whether the claims, suits, losses, damages, causes of action or liability arise in whole or in part from the intentional acts or negligence of developer or any of its officers, officials, agents, consultants, employees or invitees, whether said negligence is contractual, comparative negligence, concurrent negligence, gross negligence or any other form of negligence. The City shall be responsible only for the City's sole negligence. Provided, however,

that nothing contained in this Agreement shall waive the City's defenses or immunities under Section 101.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.31 Indemnity Against Design Defects

Approval of the City Engineer or other City employee, official, consultant, employee, or officer of any plans, designs or specifications submitted by the Developer under this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineer, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility or liability by the City for any defect in the design and specifications prepared by the consulting engineer, his officers, agents, servants, or employees, it being the intent of the parties that approval by the City Engineer or other City employee, official, consultant, or officer signifies the City's approval of only the general design concept of the improvements to be constructed. In this connection, the Developer shall indemnify and hold harmless the City, its officials, officers, agents, servants and employees, from any loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise out of any defect, deficiency or negligence of the engineer's designs and specifications incorporated into any

improvements constructed in accordance therewith, and the Developer shall defend at his own expense any suits or other proceedings brought against the City, its officials, officers, agents, servants or employees, or any of them, on account thereof, to pay all expenses and satisfy all judgments which may be incurred by or rendered against them, collectively or individually, personally or in their official capacity, in connection herewith. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.32 Approval of Plans

The Developer and City agree that the approval of plans and specifications by the City shall not be construed as representing or implying that improvements built in accordance therewith shall be free of defects. Any such approvals shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be designed or built in a good and workmanlike manner.

Neither the City or County, nor its elected officials, officers, employees, contractors and/or agents shall be responsible or liable in damages or otherwise to anyone submitting plans and specifications for approval by the City for any defects in any plans or specifications submitted, revised, or approved, in the loss or damages to any person arising out of approval or disapproval or failure to approve or disapprove any plans or specifications, for any loss or damage arising from the non-compliance of such plans or specifications with any governmental ordinance or regulation, nor any defects in construction undertaken pursuant to such plans and specifications.

4.33 Venue

Venue of any action brought hereunder shall be in the City of Bastrop, Bastrop County, Texas.

4.40 Dedication of Infrastructure Improvements

Upon final acceptance of River Terrace, the public streets and sidewalks shall become the property of the City.

4.60 Assignment

This agreement, any part hereof, or any interest herein shall not be assigned by the Developer without written consent of the City Manager, said consent shall not be unreasonably withheld, and it is further agreed that such written consent will not be granted for the assignment, transfer, pledge and/or conveyance of any refunds due or to become due to the Developer except that such assignment, transfer, pledge and/or conveyance shall be for the full amount of the total of all such refunds due or to become due hereunder nor shall assignment release assignor or assignee from any and all Development assurances and responsibilities set forth herein.

IN TESTIMONY WHEREOF, the City of Bastrop has caused this instrument to be executed in duplicate in its name and on its behalf by its City Manager, attested by its City Secretary, with the corporate seal of the City affixed, and said Developer has executed this instrument in duplicate, at the City of Bastrop, Texas this the \_\_ day of \_\_\_\_\_, 2023.

**RIVER TERRACE SUBDIVISION**

**City of Bastrop, Texas**

**Public Improvement Plan Agreement – River Terrace Subdivision**

Item 10G.

\_\_\_\_\_  
Signatory

\_\_\_\_\_  
Sylvia Carrillo, ICMA-CM, CPM

Company

City Manager

ATTEST:

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

\_\_\_\_\_  
Date

Distribution of Originals:

Developer  
City Secretary  
Planning and Development Department